



# **RULES AND REGULATIONS**

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**SECTION I  
GENERAL INFORMATION REGARDING  
AIRPORT REGULATIONS**

**PURPOSE**

The provisions of this document are intended to ensure the safe, orderly and efficient operation of the Boca Raton Airport.

These Airport Regulations (sometimes referred to as airport rules & regulations) have been adopted by the Boca Raton Airport Authority and shall be enforced by the Executive Director in accordance with laws of the State of Florida and Regulations of the Federal Aviation Administration.

**SCOPE**

The airport is owned by the State of Florida and operated by the Boca Raton Airport Authority. The Airport Authority is organized under Chapter 2004-468, Laws of Florida. These Airport Regulations shall govern all users, customers, vendors and visitors of the Airport and Airport Authority. Administration of the terms of the Airport Regulations shall be under the authority, responsibility and control of the Executive Director. Policymaking activities of these Airport Regulations reside with the Boca Raton Airport Authority.

When an emergency exists at the Airport, the Executive Director is empowered to issue such directives and take such action as necessary to protect people, property and assets and promote the safe operation of the airport.

Such directives and actions of the Executive Director have the power of regulation as long as the emergency exists.

Should any part of these Airport Regulations conflict with federal, state or local government law or ordinance, then such federal, state or local governmental authority takes precedence.

These Airport Regulations shall in no way supersede or abrogate regulations set forth in FAA FAR's (Federal Aviation Regulations).

If any provision of these Airport Regulations is held invalid, the remainder of the Airport Regulations shall be valid. Future amendments, additions, deletions or corrections to these Airport Regulations will be incorporated into the document as required and as directed by the Airport Authority.

## **OWNERSHIP AND OPERATION**

The current Boca Raton Airport was once part of the 5800 acre Boca Raton Army Airfield. After World War II the airport was conveyed as a surplus war asset to a civilian use airport. The remaining 212-acre airport is now owned by the State of Florida and is operated by the Boca Raton Airport Authority. The Airport Authority was created by the Florida Legislature to have jurisdiction over the operation of and maintenance of and improvements to the Boca Raton Airport. By agreement between the Airport Authority and the City of Boca Raton, the City provides police and fire services at the airport. The City is encouraged to incorporate these Airport Regulations as adopted by the Airport Authority into ordinance for ease of enforcement.

## **DEFINITIONS OF TERMS**

### **AGL**

Above Ground Level at a specific location, usually expressed in feet or meters.

### **AIR CARRIER - ALSO AIRLINE**

A business using the airport for the transport of passengers or goods and operating the business under the terms and conditions of FAR Part 121.

### **AIRCREW: SEE FLIGHT CREW**

### **AIRCRAFT**

Any contrivance now known or hereafter invented and used for navigation and flight in air or space.

### **AIRCRAFT EMERGENCY**

A problem or condition involving an aircraft in flight or on the ground that could endanger lives or property. A pilot, air traffic control personnel or other designated employees, can declare an aircraft emergency responsible for the safe operation of aircraft on the airport.

### **AIRCRAFT MAINTENANCE**

Any work performed on an aircraft by a pilot, owner or mechanic other than the routine cleaning, upkeep and servicing of an aircraft in preparation for flight. Removal of engine cowling, replacement of parts, defueling of an aircraft or temporary removal of parts normally used for safe flight are activities that place any aircraft in an "aircraft maintenance" mode. For safety and liability purposes, aircraft maintenance must be accomplished in designated areas only.

### **AIRCRAFT MOVEMENT AREA**

The runways, taxiways, aprons and other aircraft maneuvering areas of the airport that are used for aircraft taxiing, hover taxiing, landings, takeoffs and temporary parking of aircraft. The Aircraft Movement Area is usually defined under formal agreement with the FAA air traffic control tower chief, Executive Director, and other major aviation users of the airport. It includes

all areas under the direct and positive control of ground control or tower control. In most cases, it includes all of the AOA.

**AIRCRAFT NON-MOVEMENT AREA**

Those areas of the airport where aircraft taxi, or are towed or pushed without radio contact with the air traffic control tower or with other aircraft. These areas are usually confined to those immediately adjacent to hangars, shops, terminal buildings, self-fueling sites and other structures. Aircraft Non-Movement Areas are usually defined as part of the same formal agreement referenced above under Aircraft Movement Areas.

**AIRCRAFT OPERATION**

An aircraft takeoff or an aircraft landing.

**AIRCRAFT OPERATOR**

Any person who pilots, controls, owns or maintains an aircraft.

**AIRCRAFT PARKING AND STORAGE AREAS**

Those hangar and apron locations of the airport designated by the Executive Director for the parking and storage of aircraft. These areas include "tie-down" aprons equipped with rope or chain devices that are used to secure lightweight aircraft during windy conditions.

**AIRFIELD: SEE AIR OPERATIONS AREA**

**AIR OPERATIONS AREA - ALSO AOA**

Any area of the airport used for landing, takeoff or surface maneuvering of aircraft. The AOA is considered a restricted area and is off-limits to the general public. The apron areas directly in front of hangars/operations buildings and self-fueling areas are not part of the AOA.

**AIRPORT - ALSO AERODROME**

All of the land, improvements, facilities and developments within the boundaries of the Boca Raton Airport.

**AIRPORT AUTHORITY**

The official body of individuals appointed by the Boca Raton City Council and the Palm Beach County Commission as provided for in Chapter 2004-468, Laws of Florida, which has the responsibility for policy, control, overall management and financial matters of the airport.

**AIRPORT BOARD: SEE AIRPORT AUTHORITY**

**AIRPORT LAYOUT PLAN - ALSO ALP**

A graphic presentation to scale of existing and proposed airport facilities, their location on the airport and the pertinent clearance and dimensional information required to show conformance with applicable standards. A current ALP approved by the FAA is a prerequisite to FAA approval of federal funding in support of any airport capital improvement project.

**AIRPORT MINIMUM STANDARDS**

A document adopted and formally approved by the Airport Authority within which are detailed provisions outlining the minimum standards acceptable by the Airport Authority for business firms aspiring to conduct business operations on the airport.

**AIRPORT MOVEMENT AREA: SEE AIRCRAFT MOVEMENT AREA**

**AIRPORT PROPERTY**

All real estate and other material assets owned by the State of Florida and under the control of the Airport Authority.

**AIRPORT REGULATIONS - ALSO AIRPORT RULES & REGULATIONS**

A document adopted and formally approved by the Airport Authority that contains detailed provisions for the safe, orderly and efficient operation of the airport.

**AIRSIDE: SEE AIR OPERATIONS AREA**

**AIR TRAFFIC CONTROL TOWER - ALSO ATCT, CONTROL TOWER**

Air traffic control tower as sanctioned and certified by the FAA for the control, separation and movement of aircraft in the air or on the ground. An ATCT can be either staffed by FAA employees or by FAA-sanctioned contract civilian (private enterprise) employees.

**AOA: SEE AIR OPERATIONS AREA**

**APRON - ALSO RAMP, TARMAC**

Those areas of the airport, both public and private/leased, designated by the Executive Director for the parking or storage of aircraft. As a rule, these areas are usually restricted areas and involve activities such as enplaning and deplaning pilots, passengers and cargo and the servicing of aircraft.

**ARFF**

Aircraft Rescue and Fire Fighting includes the personnel, equipment and facilities, on or off the airport, dedicated to dealing with aircraft accidents/incidents and all rescue and fire fighting tasks, structural fires and other fire fighting emergency activities.



**ATC**

Air traffic control, as established by the FAA, includes personnel, equipment, facilities and services provided by the FAA or by other private enterprise business firms under contract to the FAA or the Airport Authority.

**AUTHORITY: SEE AIRPORT AUTHORITY**

**BASED AIRCRAFT**

Any aircraft whose "home base" or "predominate residency" is the Boca Raton Airport.

**BOARD: SEE AIRPORT AUTHORITY**

**CARGO AREA, CARGO RAMP AREA**

That area of the airport designated for acceptance and processing of air cargo or airfreight.

**COMMERCIAL AGREEMENT**

The legal agreement between the Airport Authority and a Commercial Aviation Business that authorizes the Commercial Aviation Business the right to conduct business on the airport and identifies the conditions, rates and charges due the Airport Authority for that right. Lease and rental agreements are examples of commercial agreements.

**COMMERCIAL AVIATION BUSINESS - ALSO COMMERCIAL OPERATION/OPERATOR, AVIATION OPERATOR, AVIATION SERVICE OPERATOR**

Any person or organization engaged in any business on the airport that is authorized and licensed to conduct such business by virtue of a contract or agreement with the Airport Authority. The business may be directly associated with aircraft and aviation activities or may be associated with non-aviation activities. At some airports, this activity is further divided into Aeronautical Commercial Business (which includes only direct aviation-related businesses) and Non-Aeronautical Commercial Business (which includes all businesses not engaged in an aviation-related activity service for profit). Non-Aeronautical Commercial Businesses would include activities such as entertainment, recreation and amusement facilities, hotels, restaurants, and retail stores.

**CONCESSIONAIRE: SEE COMMERCIAL AVIATION BUSINESS**

**COURTESY VEHICLE**

Any motor vehicle operated free of charge and used to transport people, baggage or other goods from one location to another on the airport or to/from locations off the airport.

**CUSTOMER SERVICE**

Customer service personnel are provided by an FBO to take customer orders, arrange for aircrew and passenger food, lodging and surface transportation. They also provide information on airport and community facilities and activities.

**EMERGENCY VEHICLES**

Vehicles that are painted, marked, lighted or escorted and used by the police (security officers), fire department (ARFF), ambulances or other airport officials in response to an emergency situation.

**ENGINE RUN-UP - ALSO RUN-UP**

The operation of an aircraft engine at power settings in excess of those power settings needed for normal taxiing of the aircraft. Engine run-up is usually associated with relatively high power settings needed to check out the performance of an aircraft engine prior to takeoff.

**ENGINE RUN-UP AREAS**

Areas designated by the Executive Director that allow high power settings of an aircraft engine. These areas are usually in remote sections of the airport adjacent to active runway takeoff locations.

**EPA**

U.S. Environmental Protection Agency.

**EXCLUSIVE AREA**

An area of the airport designated by the Executive Director as selected for and restricted to the sole control of one of the airport's Commercial Aviation Businesses. For example, exclusive areas are often reserved for FBO sites and fuel farm locations.

**EXCLUSIVE RIGHT**

An exclusive privilege granted by the Airport Authority to a Commercial Aviation Business for which that privilege is not granted any other business firm. As a rule, exclusive rights are usually not granted unless unusual circumstances exist.

**EXECUTIVE DIRECTOR**

That person appointed by the Airport Authority as responsible for the day-to-day administration, operations and maintenance of all Airport Authority-owned property, material assets, financial assets and employees.

**FAA**

U.S. Federal Aviation Administration.

**FAR**

Federal Aviation Regulation as written, approved and published by the FAA.

**FBO**

Fixed base operator, which further means a Commercial Aviation Business engaged in the enterprise of supplying transient and home-based aircraft services as authorized and licensed by the Airport Authority. FBO services normally include aircraft fueling, flight training, aircraft

sales, airframe and power plant repair and maintenance, hangaring, parking (tie-down), aircraft rental and air taxi/air charter service.

**FIRE CHIEF**

The person in charge of the Boca Raton Fire Department.

**FLIGHT CREW**

Persons authorized to pilot, ground service, maintain or provide in-flight aircraft services. Flight crews include but are not limited to pilots, flight examiners, flight instructors, crew chiefs, flight engineers, navigators, loadmasters and medical technicians.

**FUELING AGENT**

A business licensed and authorized to dispense fuel into aircraft or to accept delivery of fuel from a major oil company or a fuel wholesaler at the fuel tank storage facility or fuel farm. At the fuel farm, the fueling agent will further dispense fuel from the fuel storage tanks into fuel servicing vehicles usually associated with an airport FBO.

**FUEL SERVICING VEHICLE - ALSO FUEL TANKER VEHICLE,  
REFUELING TRUCK/VEHICLE**

Any motor vehicle used for transporting, handling or dispensing aviation fuel, oils and lubricants.

**FUEL STORAGE AREA - ALSO FUEL FARM**

Those facilities where AVGAS, JET-A and other types of fuel are stored. These facilities must be in areas designated, inspected and approved by the Executive Director and meeting minimum standards for the safe storage and handling of fuel.

**FLYING CLUB: SEE COMMERCIAL AVIATION BUSINESS**

**GENERAL AVIATION**

All categories and types of aviation/aircraft in the U.S. except for certified air carriers (under FAR Part 121) and Department of Defense military aviation/aircraft.

**GOVERNMENT AIRCRAFT**

Any aircraft owned by a U.S. federal, state or local government entity.

**GROUND TRANSPORTATION**

The business of transporting passengers, material, baggage, or other goods, usually for a fee, either within the boundaries of the airport or to/from the airport and other locations outside the airport boundaries. Ground transportation includes activities such as rental cars, taxicabs, buses, trains, courtesy vehicles and lodging shuttle service.

**HANGAR**

Any fully or partially enclosed storage space for an aircraft.

**HAZARDOUS MATERIAL**

A substance or material in a quantity or form that may pose an unreasonable risk to health, safety, or property when stored, transported or used in commerce as defined by the U.S. Department of Transportation or the Environmental Protection Agency.

**INSTRUCTOR**

Any individual providing or offering to provide instruction in the operation (piloting) of an aircraft. Instructor also includes those individuals teaching the methods and procedures of aircraft systems or power plant repair, maintenance and overhaul.

**ITINERANT AIRCRAFT - ALSO TRANSIENT AIRCRAFT**

Any aircraft not "home based" at the airport but transiting the airport, obtaining fuel service or other service at the airport, or on-loading or off-loading passengers or cargo. Itinerant aircraft are "home based" elsewhere but may park or hangar at the airport for short periods of time.

**LANDING AREA: SEE AIR OPERATIONS AREA****LANDSIDE**

The general public common use areas of the airport such as public roadways, public parking lots, non-restricted areas of the FBO operations center and other public access non-restricted areas of commercial businesses located on the airport. As a rule, "landside" includes all those areas of the airport that are not defined as the AOA or otherwise fenced, posted or controlled as restricted areas.

**LICENSE - ALSO PERMIT**

An official written instrument granting a special privilege to conduct specific business activities on the airport. The license is authorized and granted by the Executive Director on an annual basis after the licensee satisfies all necessary conditions as established in the airport Minimum Standards document and pays the required annual license fee. Granting of an airport license is mandatory prior to conducting business on the airport.

**LINE SERVICE**

Trained FBO personnel normally provide line services. These services consist of marshaling aircraft for parking, towing and hangaring of aircraft, fueling of aircraft and other aircraft general service needs. Line service personnel also assist aircrews and passengers with baggage handling and transportation to and from aircraft parking areas.

**MASTER PLAN**

The airport master plan includes the official concept of the ultimate development of the airport. It presents the research and logic from which the plan evolved and displays the plan in written and graphic forms. It typically presents schedules of proposed development in the 0 - 5, 6 - 10 and 11 - 20 year time periods.

**VEHICLE PARKING AREAS - ALSO PARKING LOT**

Those areas designated by the Executive Director as vehicle parking areas for passengers, other customers, employees and ground transportation staging areas (rental cars, taxicabs, buses and shuttles). Some of these areas are also restricted areas. These areas may require payment of fees for the privilege to park a motor vehicle. Some motor vehicle parking areas are under the exclusive control and direction of private enterprise Commercial Aviation Businesses.

**MOVEMENT AREA: SEE AIRCRAFT MOVEMENT AREA**

**NFPA**

National Fire Protection Association.

**NOTAM**

Notice To Airmen as issued by a representative of the FAA, the Executive Director or other authorized official.

**NON-MOVEMENT AREA: SEE AIRCRAFT NON-MOVEMENT AREA**

**NON-SCHEDULED OPERATION/OPERATOR**

A business using the airport for the transport of passengers or goods under the terms and conditions of FAR Part 135.

**PERMIT: SEE LICENSE**

**PUBLIC USE AREAS**

Those areas normally used by the general public. These areas include public transportation waiting areas, viewing areas, roads, sidewalks and public motor vehicle parking lots. They do not include areas leased by Commercial Aviation Businesses unless those businesses so designate certain areas as public use areas. They do not include the AOA, restricted areas and employee parking lots.

**RAMP: SEE APRON**

**RESTRICTED AREAS OF THE AIRFIELD**

Areas closed to access by the general public. These are limited access areas that the Airport Authority, the FAA, or Commercial Aviation Business owners have elected to restrict for purposes of security or safety. These areas include but are not limited to the AOA, airport perimeter roadways, fenced-in areas, aircraft hangars and maintenance shops, military facilities, fuel storage areas and hazardous materials storage areas.

**RUNWAY**

An area of the airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

**SECURITY ID BADGE** means the identification and access card issued pursuant to the requirements set forth on Exhibit A to these Regulations.

**SECURITY PERIMETER** means the line between the area of the Airport designated for restricted access (the requirements for access to which are set forth in Exhibit A to these Regulations) and the area open to the general public.

**SECURITY OFFICER**

Any law enforcement officer and other persons authorized and empowered by the Airport Authority to enforce these Airport Regulations, regulate motor vehicle traffic, control disturbances and perform other security and safety tasks.

**STOP AND GO LANDING**

An aircraft landing on an airport runway, coming to a full stop on that runway, remaining on that runway and then adding full power to the aircraft and proceeding to takeoff.

**TAXILANE**

An area of the airport developed and improved for the purpose of maneuvering aircraft between taxiways and aircraft parking/hangar positions.

**TAXIWAY**

An area of the airport developed and improved for the purpose of maneuvering aircraft on the ground between runways and aprons and between other parts of the airport.

**TENANT**

An entity having a written lease, rental agreement or other agreement with the Executive Director or Airport Authority which grants that entity certain rights and privileges on the airport.

**TERMINAL - GENERAL AVIATION TERMINAL**

That central or primary facility or facilities, in which airport passengers, air cargo and general aviation activities are accommodated, housed and processed.

**TIEDOWN AREA: SEE AIRCRAFT PARKING AND STORAGE AREA**

**TOUCH AND GO LANDING**

An aircraft landing on an airport runway, slightly slowing down on that runway, remaining on that runway and then adding full power to the aircraft and proceeding to takeoff.

**TRANSIENT AIRCRAFT: SEE ITINERANT AIRCRAFT**

**TRANSITIONAL LANDING: SEE TOUCH AND GO LANDING**

**UFC**

Uniform Fire Code.

## **COMPLIANCE AND ENFORCEMENT**

All persons (employees, users, customers, and visitors) are expected to comply with the provisions of these Airport Regulations. The Executive Director is hereby officially empowered by the Airport Authority to enforce these Airport Regulations and utilize the Boca Raton Police Department for assistance.

Any violation of these rules or regulations, except those identified as voluntary, is a misdemeanor and the punishment shall be a warning for first time violators and a \$500 fine for each repeat violation or as otherwise provided by the laws of the state of Florida.

## **GENERAL CONDITIONS FOR COMPLIANCE**

**ACCIDENTS** resulting in damage to property or injury requiring professional medical treatment must be reported in person or by telephone to the Executive Director's office.

**ADVERTISING** of any kind requires the written authorization of the Executive Director and payment of fees as required.

**ANIMALS** required for assistance to blind, hearing-impaired or security enforcement persons are permitted on the airport. All other animals, domestic or exotic, are prohibited from the airport administration building, FBO operations center or other restricted areas except when such animals are containerized for air shipment. Domestic dogs are permitted in other public areas of the airport when restrained by leash and kept completely under control.

**COMMERCIAL ACTIVITY** of any kind, involving the tender of money or barter, requires the written authorization of the Executive Director and payment of fees as required.

**COMMERCIAL PHOTOGRAPHY** of any kind requires the written authorization of the Executive Director and payment of fees as required.

**DAMAGE OR DESTRUCTION OF PROPERTY** is prohibited and persons so involved will be fully liable to the Airport Authority.

**DEMONSTRATIONS** by the general public or by any airport employees require written permission of the Executive Director and will be conducted only in designated locations. Demonstrators who interfere with or impede the normal operation of the airport will be held liable and may be arrested and then punished to the full extent of the law.

**DISORDERLY CONDUCT OR OBSCENE ACTS** will be punished to the full extent of the law.

**GAMBLING** on the airport is prohibited.

**LIGHTS** on the airport shall be adjusted or shielded so as not to create glare in the eyes of pilots operating aircraft. Rotating lights shall be used only as permitted by the Executive Director.

**LITERATURE DISTRIBUTION** requires the written authorization of the Executive Director and payment of fees as required.

**LOST OR MISPLACED PROPERTY** shall be deposited at the Executive Director's office and if not claimed by the owner within thirty (30) days, becomes the property of the Airport Authority to be sold, used or disposed of at the discretion of the Airport Authority.

**RESTRICTED AREAS** are established for safety and security reasons. Except for passengers enplaning or deplaning aircraft, the general public is prohibited from the AOA unless escorted by an authorized airport employee. The general public is also prohibited from all other areas of the airport posted as being restricted areas.

**SECURITY PERIMETER** is the border

**SIGNAGE** standards are established by the Airport Authority. No sign, advertisement, or notice shall be displayed on the outside or inside of any structure on the airport unless authorized by the Executive Director or otherwise approved as part of a lease or contractual agreement.

**SOLICITING FUNDS** requires the written authorization of the Executive Director and payment of fees as required. This activity is restricted to those areas specified and directed by the Executive Director.

**STORAGE OF PROPERTY OR EQUIPMENT** outside of buildings, which is not used for flight operations or other aviation activities, is normally prohibited. Any outside storage of property or equipment of a non-aviation nature must be provided for by lease or other contractual agreement with the Airport Authority.

**WASHING OF VEHICLES AND EQUIPMENT** is only permitted at designated wash locations. The washing of vehicles or equipment by anyone in an airport or tenant parking lot is a violation of the airport storm water permit from EPA and is not permitted.



## **INSURANCE STANDARDS**

As used in this section, “Authority Vendor” means any person or entity that performs services for the Airport Authority, but does not include Professional Service Provider.

As used in this section, “Non-Aviation Tenant” means any person or entity that leases or sub-leases non-aviation property at the Airport.

As used in this section, “Professional Service Provider” means any provider of legal, accounting, insurance brokerage or consulting service providers not required to perform work on the Airport property by contract.

By performing work for the Airport Authority or at the Airport, each Authority Vendor and Non-Aviation Tenant agrees to comply with the following insurance requirements, unless the Authority Vendor or Non-Aviation Tenant has express contractual terms with the Airport Authority incorporating these or greater requirements:

- Maintain all insurance required by law including for example and without limitation, insurance as required by the workers compensation laws of the State of Florida. Authority Vendors performing work at the Airport shall maintain workers compensation insurance regardless of any exemption from the requirement to do so under the laws of the State of Florida.
- Maintain, at a minimum, Commercial General Liability Insurance in an amount greater than or equal to \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including property damage, personal injury or death, including I.S.O. Broad Form Extensions; and blanket contractual liability and automobile liability, including owned and non owned vehicles.
- Name the Airport Authority (individually and collectively) and its representatives, officials, officers, employees, agents, and volunteers as additional insureds.
- Waive subrogation of insured’s claims against the Airport Authority, including its members officers, employees and agents.

By performing work for the Airport Authority, each Professional Service Provider agrees to comply with the following insurance requirements, unless the Professional Service Provider has express contractual terms with the Airport Authority incorporating these or greater requirements.

- Professional Service Providers shall maintain, at a minimum, Commercial General Liability Insurance in an amount greater than or equal to \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including property damage, personal injury or death, including I.S.O. Broad Form Extensions; and blanket contractual liability and automobile liability, including owned and non owned vehicles.

- Professional Service Providers shall maintain professional negligence coverage applicable to the services to be performed for the Airport Authority with limits to be determined by the Executive Director, in consultation with the Insurance Broker of Record.

The applicable insurance coverages shall be in full force and effect and the required Policies or Endorsements shall be delivered to the Executive Director prior to work being performed.

## **DEFAULT CONTRACTUAL TERMS**

As used in this section, “Authority Vendor” means any person or entity that performs services for the Airport Authority, and “Authority Vendor Agreement” means the contractual arrangement pursuant to which a Authority Vendor performs services for the Airport Authority.

The following terms and conditions are incorporated automatically into all Authority Vendor Agreements between the Boca Raton Airport Authority and Authority Vendors entered into on or after July 21, 2010. If there is a conflict between the terms and conditions set forth herein and the terms and conditions of a written contract, the terms and conditions set forth in the written contract shall prevail.

### **1. Independent Contractor.**

Authority Vendor shall at all times during this engagement be and remain an independent contractor and not an employee of the Airport Authority. Authority Vendor shall be solely responsible for the payment of all required taxes. The Airport Authority will not provide workmen’s compensation, health insurance, life insurance, retirement or any other benefits to Authority Vendor or Authority Vendor’s employees.

### **2. Work For Hire.**

(a) Ownership by the Airport Authority. ALL WORK DONE BY AUTHORITY VENDOR FOR THE AIRPORT AUTHORITY SHALL BE DEEMED WORK MADE FOR HIRE AND SHALL BELONG EXCLUSIVELY TO THE AIRPORT AUTHORITY. Without limitation of the foregoing, the Airport Authority is and shall be the owner of all existing or prospective uses or applications, reports, manuals, materials, inventions, programs, processes, specifications, software, system designs and enhancements and their products and results created or worked upon by Authority Vendor, either alone or in conjunction with others, at any time during the period of the Authority Vendor Agreement (collectively, “intellectual property”). Authority Vendor will promptly disclose to the Airport Authority in writing all intellectual property, and Authority Vendor hereby assigns and transfers to the Airport Authority all of Authority Vendor’s right, title and interest in and to any and all intellectual property, whether or not patentable.

- (b) Patents, etc. The Airport Authority shall have the right to apply for and obtain patents and other applicable formal means of recognition of exclusive rights to intellectual property. Whenever requested so to do by the Airport Authority, and without further compensation or consideration, but at the expense of the Airport Authority, Authority Vendor shall promptly execute and assign any and all applications, assignments and other instruments which the Airport Authority shall deem necessary in order to apply for and obtain any such desired patents, copyrights, or similar rights, or in order to assign and transfer to the Airport Authority, or to its nominee, the sole and exclusive right, title and interest in and to any intellectual property, or any applications thereof or patents thereon.

**3. Confidential Information.**

- (a) Definition. For purposes of this Authority Vendor Agreement, the term “Confidential Information” means any proprietary, confidential, security-related or non-public information concerning the Airport Authority or the Boca Raton Airport, whether disclosed to Vendor directly or indirectly through an agent or advisor, in writing, orally or electronically, including, without limitation, information relating to projects, know-how, financial data, designs, processes, plans, strategies, forecasts, market intelligence, concepts, assets, vendors, suppliers and guest information, pricing information, marketing strategies, purchasing, sales and other business methods and agreements, compensation information, trade secrets, trademarks or service marks, operating data, organizational and cost structures, now or hereafter existing or previously developed or acquired. The status and terms of any discussions between the Airport Authority and Authority Vendor regarding the services provided by Authority Vendor shall also be treated as Confidential Information.
- (b) Exceptions. Notwithstanding the provisions of paragraph 3(a), Confidential Information shall not include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Airport Authority to Authority Vendor; (ii) becomes publicly known and made generally available after disclosure by the Airport Authority to Authority Vendor through no action or inaction of Authority Vendor; (iii) is properly possessed by Authority Vendor before receipt thereof from the Airport Authority; or (iv) which is independently developed by Authority Vendor without any reliance on Confidential Information.
- (c) Return of Information. Upon termination of this Authority Vendor Agreement, or upon the earlier written request of the Airport Authority, Authority Vendor will immediately deliver to the Airport Authority without making or retaining any copies, notes or excerpts thereof in any form or manner, all Confidential Information and any and all copies thereof.

- (d) Non-use and Non-disclosure. Authority Vendor agrees not to use any Confidential Information, including any Confidential Information it may have received prior to the date of this Authority Vendor Agreement, for any purpose, except to evaluate and engage in discussions concerning the provision of services to the Airport Authority. Authority Vendor shall not disclose, disseminate, publish or communicate Confidential Information, except to those of its employees and/or affiliates who are required to have the information in order to evaluate or engage in discussions concerning the provision of services to the Airport Authority. Authority Vendor shall be responsible and liable for the actions of its employees and affiliates with respect to the Confidential Information and shall fully cooperate with the Airport Authority in enforcing any rights of the Airport Authority against any such person in connection with a breach of this Authority Vendor Agreement.
- (e) Government Request. If Authority Vendor or its affiliates are requested or required (by oral questions, interrogatories, requests for information or documents subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Authority Vendor will provide the Airport Authority with prompt notice of such request(s), to the extent permitted by law, so that the Airport Authority may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Authority Vendor Agreement. If in the absence of a protective order or the receipt of a waiver hereunder Authority Vendor or its affiliates are nonetheless, in the opinion of their respective counsel, compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other liability, censure or penalty, Authority Vendor or its affiliates may disclose such Confidential Information to such tribunal without liability hereunder; provided, however, that Authority Vendor or its affiliates (a) shall give the Airport Authority written notice of the Confidential Information to be so disclosed as far in advance of its disclosure as is practicable, (b) shall furnish only that portion of the Confidential Information which is legally required, and (c) cooperate with the Airport Authority at the Airport Authority's expense and request to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.
- (f) Maintenance of Confidentiality. Authority Vendor agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Authority Vendor shall take at least those measures that it takes to protect its own highly confidential information and shall ensure that its employees and affiliates who have access to Confidential Information have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees and affiliates. Authority Vendor irrevocably agrees and accepts (i) full responsibility for causing

its shareholders, officers, directors, employees, agents or affiliates to comply with the terms set forth herein and (ii) liability for the breach of any provisions of this Authority Vendor Agreement by any such parties.

**4. Remedies.**

Authority Vendor agrees that any violation or threatened violation of this Authority Vendor Agreement may cause irreparable injury to the Airport Authority, entitling the Airport Authority to seek temporary and permanent injunctive relief without the necessity of posting a bond or other security in addition to all other legal and equitable remedies.

**5. Notice.**

Any notice, approval, request, authorization, direction or other communication under this Authority Vendor Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Airport Authority if the deliverer gets a time-stamped receipt; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, in each case to the following address:

Boca Raton Airport Authority  
Attn: Executive Director  
903 NW 35th St.  
Boca Raton, Florida 33431

**6. Confidentiality Term.**

The obligations of confidentiality hereunder shall remain in force and effect for a period of five (5) years from the termination of any and all agreements between the Authority Vendor and the Airport Authority.

**7. Assignment.**

This Authority Vendor Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Authority Vendor Agreement.

**(a) By Authority Vendor. Except as otherwise provided herein, this Authority Vendor Agreement may not be assigned by Authority Vendor, except to a wholly-owned subsidiary or affiliate of Authority Vendor, without the written consent of the Airport Authority, which consent may be withheld, conditioned or delayed for any reason or without cause.**

**(b) By the Airport Authority. This Authority Vendor Agreement may be assigned by the Airport Authority to any person or entity upon written notice of such assignment to Authority Vendor.**

**8. Governing Law; Jurisdiction.**

This Authority Vendor Agreement shall be governed by and interpreted under the laws applicable in the State of Florida. Authority Vendor hereby submits to the jurisdiction of all courts located in Palm Beach County, Florida with respect to any action or proceeding arising out of this Authority Vendor Agreement and hereby waives any venue or other objection which it may have to any such action or proceeding being brought in any court located in Palm Beach County, Florida.

**9. Permits.**

Authority Vendor represents and warrants to the Airport Authority that it has all licenses and permits required by any governmental authority, whether Federal, State, Regional or Local, in order to provide the services described in the Authority Vendor Agreement for the Airport Authority.

**10. Compliance With Law.**

In or incident to the performance of services for the Airport Authority, the Authority Vendor shall comply with any and all applicable laws, including but not limited to Federal, State, Regional and Local laws, ordinances, rules, and regulations. Failure to strictly comply with this requirement shall constitute a material breach of the Authority Vendor Agreement.

**11. Indemnification.**

Notwithstanding any other obligation to indemnify set forth in this Authority Vendor Agreement, the Authority Vendor shall indemnify, defend and hold harmless the Airport Authority, including its members, officers, employees and agents (and such obligation shall survive the termination of this Authority Vendor Agreement) from damages, liabilities, judgments, injunctions, writs, debts and harm resulting from any actions, demands, claims, suits, or proceedings, including, but not limited to, taxes, reasonable costs and expenses, reasonable attorney's fees and court costs through final appeal, arising out of or in connection with the performance of the work provided for by the Authority Vendor Agreement.

**12. Entire Agreement.**

This Authority Vendor Agreement supersedes all prior agreements and understandings between the parties respecting the subject matter hereof and constitutes the entire agreement between the parties.

**13. Amendments.**

This Authority Vendor Agreement may be amended only in writing executed by both parties. No waiver by any party of any breach of the covenants set forth herein, or any rights or remedies provided hereunder, shall be deemed a waiver of the same or any other breach, right or remedy, unless such waiver is in writing and is signed by the party sought to be bound. The failure of a party to exercise any right or remedy shall not be deemed a waiver of such right or remedy in the future.

**14. Severability.**

If any provision of this Authority Vendor Agreement is held invalid or unenforceable, then such provision shall be modified automatically to the extent necessary to make such provision fully legal, valid or enforceable.

**15. Access.**

Authority Vendor understands, acknowledges and agrees that access to the Airport may be limited at any time because of security issues, and the Airport Authority shall not be liable for breaches of this Authority Vendor Agreement or for claims for additional compensation caused by the denial of access to the Airport. Unless otherwise provided for, the Airport Authority shall be given notice of Authority Vendor's intent to access the Airport and access shall not interfere with the Airport operations.

**16. Counsel.**

Each of the parties hereto acknowledge that they have obtained the advice of experienced counsel of their own choosing in connection with the negotiation and execution hereof, and with respect to all matters contained herein. The parties to this Authority Vendor Agreement have mutually contributed to the drafting of this Authority Vendor Agreement. No provision of this Authority Vendor Agreement shall be construed against any party on the ground that such party or its counsel drafted the provisions or that the provisions contained a covenant of such party.

**17. Insurance.**

Authority Vendor shall comply with the Insurance Standards provided in these Rules & Regulations

## SECTION II

### AIRCRAFT OPERATIONS

#### **AERONAUTICAL ACTIVITIES REGULATED BY AIRPORT MANAGEMENT**

1. Closure of the airport.
2. Restricted or prohibited flight activities.
3. NOTAM's issued by airport management personnel in addition to those issued by the FAA.
4. Written approval for air shows and other special events.

#### **AIRCRAFT ACCIDENTS/INCIDENTS ON THE AIRPORT**

1. Aircraft accidents/incidents must be reported immediately to airport management staff.
2. Disabled aircraft are the responsibility of the aircraft owner. The Executive Director, however, has the power, authority and option to direct removal or relocation of a disabled aircraft from any location on the airport.
3. Access to aircraft accident/incident scenes is controlled by the Executive Director or by the designated person-in-command at the scene.

#### **TAXIING, TOWING OR REMOVAL OF AIRCRAFT FROM THE AOA**

1. Taxiing, towing or removal of aircraft from the movement area of the AOA requires clearance from the control tower if it is in operation.
2. The Executive Director is authorized to tow or otherwise direct the relocation of aircraft parked or stored in unauthorized areas.
3. Aircraft engines will not be run in hangars and aircraft will not be taxi into or out of any hangar under actual aircraft engine power. Aircraft will be towed or pushed by machines or by hand into and out of hangars.

#### **AIRCRAFT OPERATIONS - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES**

1. A qualified pilot or mechanic must be in the cockpit and at the controls of the aircraft when an aircraft engine is operating.



2. Aircraft repair/maintenance will be performed only in designated areas.
3. Operating aircraft engines inside a hangar is prohibited.
4. Aircraft will be parked, serviced, loaded and unloaded at parking locations designated for each type of aircraft.
5. Derelict/non-airworthy aircraft must be parked in the designated non-flyable aircraft storage area or removed from the airport.
6. Any aircraft weighing more than the runway, taxiway and apron load-bearing capacity limit is prohibited except in an emergency or by special prior approval of the Executive Director for a one time limited operation.
7. All aircraft shall use the full runway length, including the overrun portion preceding the displaced threshold, for take-off except when the end of the parallel taxiway (taxiway "P") is blocked by another aircraft whereupon, take-off run may be started at taxiway "A" or taxiway "H" respectively.
8. Upon landing all aircraft must exit the runway, except that between the hours of 9 A.M. and 5 P.M. Monday through Friday, excluding Federal and/or State holidays, pilots and student pilots may execute Touch and Go's for the purpose of proficiency and training.
9. Stop and Go activity without exiting the runway shall not be conducted at any time on the Boca Raton Airport runway.

**SECTION III**  
**SPECIALIZED AERONAUTICAL ACTIVITIES**

**ACTIVITIES REGULATED BY AIRPORT MANAGEMENT**

1. Specialized aeronautical activities requiring coordination and regulation through the office of the Executive Director include the following:
  - Ultralight aircraft
  - Hot air balloons
  - Experimental aircraft
  - Home-built aircraft
  - Parachute drops
  - Banner towing
  - Glider operation
2. An ultralight operations at the airport must be with aircraft registered with the Federal Aviation Administration (FAA) and have a registration number affixed in order to operate at the Boca Raton Airport. Such registered ultralight class aircraft operating on the airport must be under the control of a FAA licensed pilot or a student pilot under the supervision of a FAA licensed flight instructor. The operation of recreation vehicles not having a valid FAA registration on the airport is prohibited.
3. Because of the substantial fees charged by insurance underwriters for liability coverage of ultralight aircraft at the Boca Raton Airport and the intensity of aircraft operations at the airport, routine operation of ultralight aircraft is discouraged by the Airport Authority.
4. Operation of ultralight aircraft into the airport traffic area, landings, parking and takeoffs of ultralight aircraft require prior coordination and approval of the Executive Director.
5. The Executive Director has the authority and responsibility to designate specific runways, taxiways, or other suitable paved or prepared surfaces for occasional ultralight class aircraft activity. No grass landings or takeoffs of ultralight aircraft is permitted
6. The Executive Director has the authority and responsibility to approve/disapprove requests for use of the airport facilities for hot air balloon launches, experimental aircraft tests, home- built aircraft tests, glider operations and parachute drops.
7. Parachute drops are normally not permitted due the high volume of aircraft operations and the lack of a suitable drop zone.

8. Glider operations are not normally permitted as operational limitations preclude the safe and efficient launch and recovery of gliders.
9. Due to lack of space for the safe pick-up and dropping of banners, no banner towing activity is permitted on the airport.
10. The Executive Director will coordinate these activities with the air traffic control tower supervisor.

**MANDATORY COMPLIANCE BY OWNERS/OPERATORS OF  
SPECIALIZED AERONAUTICAL ACTIVITY EQUIPMENT**

1. Prior to operating any type of equipment listed above, the owner/operator of the specialized aeronautical equipment must obtain approval in writing from the Executive Director.
2. The owner/operator of such specialized aeronautical equipment will be limited by the Executive Director to launching, testing, high-speed taxi to/from specific sites on the airport. Those sites might be runways, portions of runways, taxiways, clear zones or other airport property. Specific site location may also be limited by designated time of day use.
3. Proof of liability insurance in an amount acceptable to the Executive Director is required.

**SECTION IV  
VEHICLE OPERATIONS**

**VEHICLE OPERATIONS REGULATED BY AIRPORT MANAGEMENT**

1. The Executive Director has the authority to deny, restrict or cancel the right of any motor vehicle driver from operating on the AOA.
2. The Executive Director and staff have the right to tow or otherwise move any motor vehicle for reasons of safety, security, abandonment or police investigation.
3. The Executive Director will establish minimum liability insurance limits for tenant business vehicles and other privately owned vehicles that are allowed access to the AOA.
4. Liability insurance limits for motor vehicles operating on unrestricted public airport roadways will be consistent with state motor vehicle insurance laws.
5. Access to construction sites will be reviewed during a pre-construction conference and must be approved by the Executive Director. Failure to comply with the approved access shall constitute a violation of these rules.

**VEHICLE OPERATIONS - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES**

1. All airport roadways shall be deemed to have City "status".
2. All motor vehicles on airport roadways and parking lots shall conform to City of Boca Raton Traffic Ordinances.
3. Unless otherwise posted, the speed limit on all airport roadways is 35 miles per hour (MPH).
4. The maximum speed on the AOA ramps is 15 mph. Vehicles operating on the ramps, aprons and operational areas of the airport shall proceed with care. Erratic driving or excess speed is prohibited.
5. For night or low visibility operations, all headlights, taillights, and running or clearance lights on vehicles shall be operational. The driver of each vehicle shall be responsible for the proper operation of such lights.
6. Motor vehicles operated on the AOA shall be in sound mechanical order with adequate lights, horn and brakes. Trailers and semi-trailers shall be equipped with proper brakes so that when disengaged from towing vehicle, neither aircraft engine blast nor wind shall cause them to become free rolling. Drivers will comply with police directives.

7. Aircraft and pedestrians have the right of way over motor vehicles.
8. Motor vehicle drivers will not operate vehicles on a runway or taxiway unless authorized to do so by the Executive Director.
9. Motor vehicle drivers will park in designated parking areas only. **The aircraft-parking apron is not a designated motor vehicle parking area.** Vehicles will not be parked within 15 feet of a fire hydrant, including hydrants that are flush with the ground, or so as to block a driveway, AOA gate or fire lane.
10. Motor vehicle drivers/owners/agents shall not clean or repair a motor vehicle other than in designated vehicle maintenance and clean-up areas.
11. Motor vehicle drivers will yield to aircraft and pass at least 100 feet to the rear of taxiing aircraft.
12. Driving under any portion of an aircraft is prohibited.
13. Motor vehicles will not be parked or maneuvered closer than ten (10) feet from any aircraft. Specialized vehicles needed to service an aircraft are exempt from this rule.
14. The driver of any vehicle involved in an accident on the AOA shall stop and render assistance at the scene. All drivers involved in accidents on the AOA shall give his/her name, address and operators license number to others involved in the accident and to any witness, police/security officer, and airport official upon request.

**SECTION V  
TENANT OPERATIONS**

**TENANT OPERATIONS REGULATED BY AIRPORT MANAGEMENT**

1. All tenant commercial operators on the airport must have a lease/operating agreement with the Airport Authority or be operating as an Airport Authority approved subtenant of another approved tenant operator. The lease/operating agreement identifies specific commercial activities approved for each airport business firm.
2. All airport based tenant operators (excludes approved sub tenants) must be party to a fully executed lease/operating agreement with the Airport Authority.

**TENANT OPERATIONS - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES**

1. Tenants of Airport Property are prohibited from subleasing any portion of any premises located on Airport Property or assigning any lease agreement with the Airport Authority without the prior written approval of the Airport Authority, which may be withheld for any reason. This does not apply to the subletting of hangar or tie-down space by an FBO. Tenants shall require all proposed Subtenants to complete an Affidavit of Corporate Representative of Proposed Subtenant, which the Executive Director will provide upon request. Tenants shall submit the completed Affidavit of Corporate Representative of Proposed Subtenant, along with the Tenant's written request to sublease any portion of any premises located on Airport Property. The provision of accurate, truthful and complete information in the Affidavit of Corporate Representative of Proposed Subtenant shall be an absolute condition precedent to the Airport Authority's approval of a proposed Subtenant, if such approval is given. If the Airport Authority finds, at any time, that the information provided in the Affidavit of Corporate Representative of Proposed Subtenant is not or was not accurate, truthful and complete, the Airport Authority's approval of a Subtenant shall be rescinded and the Subtenant will be required to vacate Airport Property within thirty (30) days.
2. Tenants are responsible for training employees on the contents of the Airport Regulations; Airport Emergency Plan, Airport Minimum Standards and applicable portions of the tenant lease agreement with the Airport Authority.
3. Tenants must ensure that all tenant employees meet physical and mental standards necessary for the safe conduct of each employee's job task, especially as these tasks relate to safe and rational conduct in and around aircraft and all other areas of the AOA.
4. Tenant shall keep hangars, shops, offices, buildings, structures and areas adjacent thereto free of waste material, rubbish, junk, landscaping litter and flammable material. Sanitation, trash and garbage receptacles will be placed in pedestrian traffic areas to accommodate and encourage the disposal of refuse. Restrooms will be maintained in clean and sanitary

conditions. All floors, walls and ceilings will be maintained in clean, sanitary and well-lighted condition.

5. All tenants are required to be co-permittees in the airport storm water discharge permit. Tenants are responsible for reporting to the Executive Director and the appropriate regulatory agency any type of discharge having the potential to do damage to the environment.
6. Tenants are responsible for undertaking any required environmental clean up on their leasehold.
7. Structural and decorative changes to any building, structure, ramp, or other airport property requires prior written approval of the Executive Director and must comply with local building codes and inspections.
8. Tenants shall, at the request of the Airport Authority or Executive Director, provide the names, addresses and phone numbers of all users, customers, and visitors whether individual or entities using the leased premises and/or subleased premises.
9. Tenants shall obtain a folio or other parcel identification number, if applicable, from the Palm Beach County Property Appraiser for all non-aviation tenant improvements, and shall pay any and all applicable ad valorem taxes, other taxes, assessments, franchise fees, and other fees and charges, unless otherwise provided by law. This provision shall not be amended by the Boca Raton Airport Authority without the prior written consent of the City of Boca Raton.
10. Tenants shall obtain the prior consent of the Airport Authority for transactions, actions or events related to or impacting their lease and/or the leasehold premises, including but not limited to physical changes and/or changes to the use of the leasehold premises, amendments to leases of subtenants, environmental compliance, refinancing of leasehold mortgages, corporate restructurings, changes to ownership of closely held entities, and mergers with or acquisitions by or of other corporate entities. In order to obtain the consent of the Airport Authority for a particular transaction, action or event, the Tenant shall request consent and provide all necessary documentation for the transaction, action or event to the Executive Director at least twenty (20) calendar days prior to a regularly scheduled meeting of the Airport Authority. Depending on the complexity of the transaction, action or event, the Airport Authority may extend its review time by one or more 10-day periods.

## **SECTION VI SAFETY PROCEDURES**

### **SAFETY PROCEDURES REGULATED BY AIRPORT MANAGEMENT**

1. Fuel vendors must be licensed, inspected and approved by the Executive Director.
2. Fueling of aircraft and fuel servicing of all types of over-the-road motor vehicles must be performed in locations designated by the Executive Director. Aviation fuels will not be dispensed for use in over the road vehicles.
3. Smoking is permitted only in designated areas.
4. All applicable National Fire Protection Association (NFPA) standards concerning fueling activities are hereby incorporated as part of this Airport Regulations document.
5. Except as approved by the Executive Director, no Class A or Class B explosives, Class A poisons or radioactive material is permitted on the airport.
6. The Executive Director and staff have the right to inspect all tenant premises and to observe tenant activities and records as a condition to and method of preventing unsafe practices.
7. The provisions of fire code, except provisions specifically exempted by the Airport Authority, as adopted by the City of Boca Raton are hereby adopted by the Airport Authority and incorporated as part of this Airport Regulations document.

### **SAFETY PROCEDURES - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES**

1. Fuel storage areas will be fenced, with gates and warning placards, prohibiting general public access.
2. Fueling of aircraft in an airport hangar is prohibited.
3. Fueling an aircraft with one or more of the aircraft's engines running is prohibited.
4. Aircraft and fuel servicing equipment (trucks, carts, hydrants, nozzles) must be bonded to each other before fuel flow starts.
5. Open flames are not permitted within fifty (50) feet of any fuel service activity or fueling equipment.



6. Smoking is prohibited on all aircraft aprons, within fifty (50) feet of any aircraft, within fifty (50) feet of a fuel handling vehicle and at all other locations on the airport where specifically prohibited by signs.
7. Fuel service activity will cease when lightning discharges occur within the vicinity of the airport.
8. Any one causing a fuel spill in excess of twenty gallons must report it to the Executive Director. A fuel spill of any amount that enters the airport storm water system must be reported to the Executive Director.
9. The culpable party must also report fuel spills in excess of twenty gallons to the Boca Raton Fire Department.
10. Electric switches and fixtures must be "explosion proof" when installed for use in the immediate vicinity of fuel vapors.
11. Fuel servicing vehicles are prohibited from being parked or stored inside a building.
12. During fuel servicing, two (2) dry chemical fire extinguishers (15 pounds or larger) or CO2 equivalent will be available for immediate use.
13. All tenants are responsible for supplying and maintaining fire extinguishers on tenant premises.
14. No flammable, corrosive or toxic liquids will be disposed of into or onto storm drains, sewer drains, toilet/shop/hangar drains, aprons, parking lots, roadways, catch basins, ditches or raw land.
15. Cylinders of compressed flammable gas will not be stored inside any buildings except as provided by NFPA standards and local codes.
16. Storage of flammable liquids, gases, flares (except signal flares maintained as a part of a pilot's emergency kit) or other similar items in any building or structure on the airport are prohibited unless approved in writing by the Executive Director.
17. Open fires of any type are prohibited on the airport unless approved by the Executive Director.
18. All welding operations shall be conducted in approved welding booths or approved aircraft maintenance areas according to local code.
19. Storage of lubricating oils by commercial vendors must be in code-approved locked storage cabinets.

20. Storage of a volatile compound having a flash point of less than 110 degrees Fahrenheit is prohibited on the airport unless use of the compound is required for aviation purposes, approved in writing by the local fire marshal and in a room fireproofed or otherwise fire protected according to code.
21. All fire extinguishing equipment must be inspected and tagged in accordance with NFPA standards and local codes.
22. No person shall intentionally obstruct, delay, physically disturb or interfere with the free movement of any other person on the airport. Law enforcement officers are exempt from this rule.
23. Hunting on airport property is prohibited.

**SECTION VII  
SECURITY REQUIREMENTS**

**SECURITY REQUIREMENTS REGULATED BY AIRPORT  
MANAGEMENT**

1. RESTRICTED AREAS are established for safety and security reasons. Except for passenger enplaning or deplaning of aircraft, the general public is prohibited from the AOA unless escorted by an authorized airport employee. The general public is also prohibited from all other areas of the airport posted as being RESTRICTED AREAS.
2. Aircraft requiring the presence of security guards or police officers must coordinate this requirement with the Executive Director.
3. Only flight crews, passengers going to and from aircraft, aircraft service and maintenance technicians, FAA, ARFF and security personnel, or others authorized by the Executive Director, shall be permitted into the AOA.
4. Pedestrians or motor vehicle operators observed in other than public use areas without authorization by the Executive Director will be considered trespassing and subject to arrest.
  4. Law enforcement officers have the power and authority to enforce laws, ordinances, rules and regulations within the airport boundaries.
5. No person is permitted inside the SECURITY PERIMETER:
  - (a) without issuance and display of a SECURITY ID BADGE; or
  - (b) without being escorted by and under the supervision and direction of a SECURITY ID BADGE holder.The SECURITY ID BADGE application requirements and the procedures for issuance and use of a SECURITY ID BADGE are set forth in Exhibit A to these Regulations.
6. In the event of conflict between the requirements of this Section, including Exhibit A, and any other provision of these Regulations, the Minimum Standards or a Lease or sublease, the requirements of this Section, including Exhibit A, shall control.

**SECURITY OF AIRCRAFT AND AOA**

1. When the condition or mission of an aircraft requires security guards or police, the owner or operator of the aircraft is responsible for obtaining and paying security service personnel.
2. Tenants are responsible for the security of all aircraft and other private property entrusted to their care on the AOA or other locations on their airport tenant-leased areas of responsibility.
3. Tenants and tenant employees are responsible for safeguarding doors, gates and other forms of passageways between the AOA and the landside of the airport.

4. A breach in security caused by a tenant employee that results in an FAA or Airport Authority finding of negligence will be cause to review, fine and possibly curtail tenant employee access to the Movement Area.

### **WEAPONS**

No person will carry a weapon on the airport except encased sporting weapons carried for shipment. Federal, state, local government and airport employees designated by the Executive Director are exempt from this rule.

**SECTION VIII  
NOISE ABATEMENT**

**MANDATORY COMPLIANCE BY PILOTS**

1. High Power Maintenance Run-Ups require prior authorization of the Authority (561-391-2202) and are only permitted 8am to 8pm.

**VOLUNTARY COMPLIANCE BY PILOTS**

1. In addition to complying with FAA regulations for minimum altitude overflights, all pilots are requested to avoid overflights below 1,000 feet AGL prop driven and 1,500 feet AGL turbo jet, of the residential areas in the vicinity of the airport.
2. Please limit Touch and Go landings on the runway to Monday thru Friday between 9 a.m. and 5 p.m., and please avoid legal holidays.
3. Stop and go activities are discouraged at all times.
4. Please limit intersection takeoffs to an absolute necessity. Use full Safety Overruns for takeoff.
5. Pilots are requested to use the NBAA close in noise abatement procedures on take-off.
6. Pilots are requested to follow the airport noise abatement procedures on departure.
7. Pilots/aircraft operators are requested to abide by the voluntary curfew for arrivals and departures between 10 p.m. and 7 a.m.
8. Pilots are expected to use good judgment and flight procedures that result in minimum noise and avoidance of low altitude maneuvers while conducting flight in the airport traffic area. Optimum power settings and maximum altitudes shall be maintained consistent with safety.

**SECTION IX  
SPECIAL EVENTS**

**ACTIVITIES REGULATED BY AIRPORT MANAGEMENT**

**1. Special Events Defined**

a) **Aeronautical**. Special events requiring the written coordination, regulation and approval by the Executive Director include the following:

- Air Shows
- Static Displays
- War Bird Shows
- Fly-In Meets
- Parachute Team Demonstrations
- Grand Openings
- Special events which will promote public use and awareness of the Airport involving the Boca Raton Community Hospital, which said Hospital provides medical facilities and services to the Airport in connection with the Airport's Emergency Response Plan

b) **Non-aeronautical**. There are occasions for non-aeronautical tenants to conduct activities or events that are not within the scope of the tenant's normal business use of the premises. The Airport Authority wishes to allow its non-aeronautical tenants to conduct these activities and events, provided the overall safety and security of the Airport, airfield and aviation operations are not negatively impacted, and provided that the operations of other Airport tenants are not negatively impacted. Accordingly, all such special events require the preliminary written authorization by the Executive Director, and official approval by the Airport Authority. A special event for a non- aeronautical tenant means an event or activity hosted by the tenant on land designated for non-aeronautical use that is not within the scope of the tenant's normal business use of the premises, reasonably expected to draw attendance above normal tenant operations and/or for a temporary use not permitted under the tenant's lease is a non-aviation special event.

2. All special events require preliminary written authorization by the Executive Director in the initial planning stage, but in no event less than forty-five days before the beginning of the proposed special event. The Executive Director, in his sole discretion, may authorize special events with less advance notice and make such authorization subject to conditions deemed appropriate. The authorization will be in the form of a letter of authorization from the Executive Director to the special event sponsor in which the sponsor is recognized as involved in the planning process for a specific type of special event. The letter of authorization may be used as an introduction to other local government agencies, the FAA, potential event sponsors and local business leaders. The letter will recognize the special

event sponsor as a legitimate representative of a proposed special event, and that the sponsor is authorized to pursue the planning process.

*(NOTE- This letter of authorization by the Executive Director is not a permit or license to proceed with the event. It is merely an authorization to pursue the feasibility and planning process for the special event. This step is necessary so that details of the planning will not get too far along before the Airport Authority is brought into the process.)*

3. All special events must be officially approved by the Airport Authority in the form of a resolution authorizing the special event. Special event sponsors are responsible for obtaining any and all permits, licenses and other approvals required for the special event by the City of Boca Raton, Palm Beach County and any other agency of federal, state, regional or local government with regulatory jurisdiction.
4. All special events for which a fee is charged by the sponsor for admission must be coordinated with the Executive Director prior to the granting of a Special Event Permit.

*(NOTE - During this step, the Executive Director and special event sponsor will agree on the terms and fee structure of the event and the percentage of gate or fixed fee to be paid to the Airport Authority, thus offsetting extra overhead costs and enhancing revenues.)*

5. The special event sponsor will be required to obtain liability insurance for the event in accordance with the Insurance Standards set forth in Section I of these Regulations.
6. Special events conducted on land designated for aeronautical use must promote an aeronautical use, an aeronautical business purpose, the Boca Raton Airport or aviation generally.

#### **MANDATORY COMPLIANCE BY SPECIAL EVENT SPONSOR**

1. If the special event is expected to attract an attendance of 1,000 persons or more, the sponsor must coordinate road and highway impacts with local police, sheriff and/or highway patrol.
2. The Sponsor shall provide the Executive Director with the following:
  - an "adverse weather" plan for the event, if applicable or required by the Executive Director; documentation evidencing arrangements for ambulance, auto towing, garbage pick-up, refuse clean-up, structural fire and ARFF services, if applicable or required by the Executive Director;
  - a Safety, Security and Barricade Plans for the event, if applicable or required by the Executive Director;

- a description of aeronautical activities to be performed at the event, including the aircraft performing the activities, flight plans and a detailed description of any aerobatic maneuvers;
  - endorsement(s) of the sponsor's insurance policies, which are required to be maintained pursuant to Section 1 of these Regulations, Article A, Section 12 of the Minimum Standards and/or the sponsor's lease, as they may be amended from time to time, extending policy coverage to each individual activity authorized by the Authority in the resolution authorizing the special event. The Executive Director may require the sponsor to obtain additional types of insurance coverage(s) or policy(ies), in his or her sole discretion, to protect the Authority's interests or insure activities not ordinarily conducted by the sponsor;
  - documentation of any requirements for the event required because of the particular activity; and
  - documentation of any other requirements imposed on the special event by the Executive Director.
4. The special event must be planned to accommodate the normal ingress and egress of motor vehicles for general aviation users of the airport, or other business activities normally conducted at the airport.
  5. If applicable or required by the Executive Director, airport runways and/or landside "closure" must be coordinated in advance with the Executive Director and other users of the airport.
  6. Special events involving aerial activities that are not of a routine nature for the airport, as determined in the sole discretion of the Executive Director, will require the designation and approval of an "air boss" who is experienced in directing and controlling the aerial activities planned for the event. The person designated as "air boss" must be approved by the Executive Director.
  7. A special event that involves aerobatic maneuvers, as determined in the sole discretion of the Executive Director, by aircraft must be coordinated with the Executive Director and the local Flight Standards District Office of the FAA.
  8. Failure of the sponsor to adequately perform trash and litter clean-up of the airport and repair or compensate for damaged property as a result of the special event will be billed for extra overhead expense and damages by the Airport Authority.



**SECTION X  
CONSTRUCTION ACTIVITY**

*MANDATORY COMPLIANCE BY CONTRACTORS*

1. The Executive Director must be notified two (2) weeks in advance of all construction activity planned to take place on the airport.
2. Contractors and or tenants planning to undertake construction activities on the airport must present a Safety During Construction Plan for approval by the Executive Director.
3. Contractors are responsible for insuring that all persons involved in the construction project follow the approved safety during construction plan.
4. All personnel and equipment shall remain in approved staging areas, haul routes and construction areas.
5. If the Control Tower is in operation, no vehicle, equipment, or personnel shall enter the movement area of the AOA without permission of control tower personnel. This permission is normally granted via radio.
6. Contractors shall provide personnel as necessary at the contractors AOA access gate to insure AOA security and provide escort for inspectors, etc. to the construction site where necessary.
7. All construction vehicles entering the AOA shall be marked with a three-foot square orange and white checked flag for daytime activities and a 360 degree rotating or flashing amber light during nighttime activities.
8. The airport has numerous underground utilities not identifiable by normal locator services. All excavation on the airport must be coordinated with the Executive Director prior to commencing any digging.
9. Contractors shall locate and mark utility routes at intervals of not more than 25 feet in the vicinity of construction.
10. Contractors shall mark excavations and closed pavement areas with lighted barricades or other devices acceptable to the Executive Director.
11. Contractors shall immediately notify the Executive Director of any cable cuts and shall properly repair any damage at the contractor's expense.

12. Any type of fueling support equipment used is subject to inspection and must comply with local fire and safety codes.
13. Contractors shall provide trash dumpsters and insure that trash from construction is not wind blown beyond the construction site limits.
14. Contractors shall provide sweeping capabilities to clean pavement areas if deemed necessary by the Executive Director.

**SECTION XI  
COST RECOVERY**

1. It is the policy of the Airport Authority to recover costs it incurs, including consultants' and attorneys' fees, in reviewing non-routine matters requiring the Airport Authority's approval.
2. For purposes of this Section, "non-routine matters" means requests for Airport Authority approval that involve complex issues, substantial or protracted negotiation, or review under compressed timeframes, in the Executive Director's sole discretion, or in which costs are incurred in excess of \$2,500.
3. Any attorneys' or consultants' fees and costs shall be billed to the requesting party at the same rates charged to the Airport Authority.
4. Once it is determined that the Airport Authority has incurred costs on a non-routine matter, it shall be entitled to recover any and all costs, including consultants' and attorneys' fees, related to the request requiring the Airport Authority's approval.
5. Cost recovery shall be implemented through contingent approval of the request, and the contingent nature of the approval may not be satisfied until such time as the Airport Authority is reimbursed for its costs incurred.

**SECTION XII**  
**U.S. CUSTOMS AND BORDER PROTECTION FACILITY**

1. All aircraft, boaters and persons accessing or utilizing any portion of the U.S. Customs and Border Protection (USCBP) Facility Ramp shall comply with all USCBP requirements and procedures.
2. All aircraft and boaters clearing USCBP at the Airport shall pay fees in accordance with the Airport Authority's Fee Schedule. Fees shall be paid via the automated kiosks located in the USCBP Facility. Fees not paid through the automated kiosks shall be subject to surcharges and late fees in accordance with the Authority Fee Schedule. Failure to pay any fee associated with use of the USCBP Facility may result in loss of Airport access and associated privileges and liens against aircraft.
3. All persons, tenants, employees, or contractors requiring access to the USCBP Facility Ramp for the purposes of servicing of aircraft shall be badged in accordance with the Authority Badging Policy. Such persons shall also be vetted and receive approval through the USCBP Office.
4. All garbage removed from the aircraft shall be treated as international waste and shall be disposed of in the appropriately labelled receptacles. Failure to do so may result in fines and loss of Airport access and associated privileges. Any spill or loss of containment involving regulated international waste shall be reported to Airport security immediately.
5. Aircraft shall not be allowed to remain on the USCBP Facility Ramp beyond such time as is required to clear the USCBP Facility.



# Exhibit A

# **ID Badging**

## **Summary Description**

In accordance with Boca Raton Airport Authority (BRAA) policies, all airport workers (employees, tenants, contractors, etc.) must obtain and display an identification badge issued by the BRAA when working in the secure area of the Airport (the area enclosed by the perimeter fence, gates, walls, buildings and other structures). All badges will be worn to readily identify authorized personnel in the secure area. This badge must be worn above the waist and outside clothing to be properly displayed.

If a person is observed on the secure side of the Airport without a badge or properly monitored/escorted by a badge holder, BRAA or authorized tenant personnel will notify Airport Security and contact the appropriate company/tenant for corrective action. Any General Aviation (GA) security violation at the Boca Raton Airport could result in actions ranging from a verbal warning to denied access to the Airport. All Airport Badging / Access Control Policies and Procedures are under continuous review, and subject to revision.

## **Issuance Policy**

The Airside Operations Office is responsible for the issuance of Airport Identification Badges to individuals requesting access to the Airport.

## **Procedures**

### **A. Badge Application**

1. There are four different types of ID badges issued by the BRAA. The following are the descriptions of the type of badging:
  - a. ID Badge only – ID only badges are issued to those persons who need to be identified on Airport property but who do not have authorization to access any gates
  - b. ID Badge only, with expiration – ID only badges are issued to those persons who need to be identified on Airport property but who do not have authorization to access any gates, and the ID expires at a preset date
  - c. ID & Gate Card combination – this badge allows access to the gate which leads to the Airport Secure Area and tenant ramps.
  - d. ID & Gate Card combination, with expiration – this badge allows access to the gate which leads to the Airport Secure Area and tenant ramps and the ID & access expires at a preset date.
2. Application for a Badge is made on the Boca Raton Airport Authority's Identification/Gate Card Application Form. This Form must be completely filled out, properly signed and submitted to the Airside Operations Office for processing. The Form will be checked by this Office for accuracy including proper signatures and

dates. Identification/Gate Card Application Forms are available at the airport company/tenant offices.

3. The Identification/Gate Card Application Form includes a list of Terms & Conditions on the backside of the application that must be adhered to by each badge holder. If any of the Terms & Conditions are not followed, the Deputy Executive Director of Airside Operations has the authority to revoke the ID/Gate Card.

#### B. Identification/Documentation

1. All badge applicants must present a form of identification issued by a Government Authority and must include a photo. The following are the types of current/valid identification accepted by the BRAA:
  - a. State Driver's License
  - b. State ID Card
  - c. US Passport
  - d. Military ID
2. Each company/tenant that requests Airport ID Badges must identify one or more responsible company employees as a "Signature Authority" (this will be limited to no more than two or three individuals in each company/tenant area). Only Identification/Gate Card Applications signed by a "Signature Authority" will be accepted for processing. Names of individuals authorized to sign Identification/Gate Card Applications for a particular company/tenant are on file in the Operations Office. Each Identification/Gate Card Application submitted for processing will be checked to ensure that it is authorized by one of the authorized signers. The signature of a Signature Authority on an Identification/Gate Card Application Form certifies that the Signature Authority has determined that the applicant requires unescorted access to the Secure Area/Ramp and that the Application has been reviewed for completeness. The Signature Authority is also responsible for indicating on the Identification/Gate Card Application that the applicant will have a need to access gates and specifically list those locations by gate number.

#### C. Fees

1. The following fee schedule has been established by the BRAA for the processing of Identification/Gate Card Applications and badge issuance.
  - a. New Badges - \$25
  - b. Replacement Badge – lost or damaged (1<sup>st</sup> Replacement) - \$25 \*
  - c. Replacement Badge – lost or damaged (2<sup>nd</sup> Replacement) - \$50
  - d. Replacement Badge – lost or damaged (3<sup>rd</sup> Replacement) - \$100 and possible non-renewal of ID badge at the discretion of the Deputy Executive Director of Airside Operations.
  - e. Failure to Return Fee - \$100 for each badge not returned to BRAA

*\*The Deputy Executive Director of Airside Operations may waive the damaged fee if the badge has deteriorated due to exposure from the sun/ elements.*

2. The BRAA will only accept cash, check /or money order made out to the Boca Raton Airport Authority.
3. Payment should be taken by the Security Administrator upon acceptance of the Identification/Gate Card Application. Upon receipt of payment, the Security Administrator should immediately issue a receipt (top original) to the applicant, and retain a copy of the transaction in the subsidiary receipt booklet.
4. At the close of the business day (if this is not possible then by the close of business the following day), the Security Administrator should submit the collected funds to the Office Manager. The Office Manager should sign the subsidiary receipt as acknowledgement of acceptance of the funds, remove a copy for the Office Manager files, and should retain the monies in a locked safe until deposit is made.
5. Quarterly, the Security Administrator should submit a report to the Office Manager generated from the ID badging system showing all badges issued during the quarter along with a copy of the "Badge Number Issuance/Disposition Form". This report can be generated by utilizing the ID badge numbers since they are issued sequentially. Any gaps in the report (due to printing malfunctions or other issues) should be noted by the Security Administrator on the "Badge Issuance/Disposition Form". The report, Badge Issuance/Disposition Form and subsidiary booklet should be reviewed by the Office Manager to ensure that payment was collected and deposited on all badges issued by the Authority, and then submit the package for approval to the Deputy Executive Director of Landside Operations/Facilities, Business Development and Communications for a final review.

#### D. Badge Replacement

1. Badges that have been lost or stolen must be reported **immediately** to the Security Office. This notification will allow the Authority to disallow access to the gates/secure areas of the Airport. Individuals who require a replacement badge must complete a "Lost or Damaged ID/Gate Card Form" before a replacement may be issued. This Form must be signed by the applicant. Lost or Damaged ID/Gate Card Forms are available in the Security Office.

#### E. Return of ID/Gate Cards

1. It is the responsibility of each company/tenant to maintain accountability of all Airport ID/Gate Cards that they have authorized to be issued.—Badges must be retrieved and returned to the Security Administrator when an individual no longer requires access to the Airport property, resigns, is terminated, retires, is laid-off, or on strike. Badges must be returned to the Security Office on a "Separation Form" within 3 days (72 hours) of the separation. (Note: Contractor Badges are valid only for the limited duration of the construction project for which they were issued. Upon completion of the project, all Badges must be returned.)
2. In cases when an ID Badge is not retrieved from the individual at the time of separation, the Security Office must be notified, by telephone or in person, **within**



**eight (8) hours.** *In cases of termination for cause and the company/tenant does not have the individual's ID Badge, notification must be made **immediately**.* Upon this notification, the Security Office will "revoke" the individual's access authority in the Security Card Access System, to prevent them from accessing the secure areas. In these cases, a "Separation" Form must still be filled out and submitted indicating what steps the company/tenant has taken to retrieve the ID Badge from the individual. All Badges issued to your company/tenant must be accounted for. Failure to notify the Airport about any ID Badge that can no longer be accounted for is a violation of this Airport policy and may result in administrative sanctions and/or civil penalties. A \$100.00 Failure to Return Fee will be charged to the company/tenant if the ID Badge is not returned by their Signature Authority to the Security Office within (60) sixty days from the date of separation / deactivation. This fee of \$100.00 per Badge is non-refundable.

## F. ID Badge Audits

### 1. Administrative Audits

Administrative audits will be conducted quarterly. At the beginning of each calendar quarter BRAA will provide each company/tenant a list of all current airport identification badges issued to that company/tenant. Each company/tenant is required to review the list, ensuring that all badge holders are in possession of their badge, verify that the person still requires airport gate access (if originally authorized), and that badge holders have reported for a physical inspection of their badge if their birthday occurred during the audit period. The results of these quarterly audits shall be provided to the Security Administrator by the 10<sup>th</sup> day of the audit period.

### 2. Physical Audits

A physical inspection of each badge holder and his/her badge is required annually. Each badge holder is required to report for a physical airport identification badge inspection in person during the month in which their birthday occurs. Each badge holder will present their airport identification badge and driver's license (if gate access is authorized) or other acceptable form of identification (see paragraph B 1 Identification/Documentation).

To accomplish the physical inspection each badge holder must report to the BRAA office, during normal business hours, or contact an on-duty airport security officer. Office personnel and/or the airport security officer will verify that the badge holder is in physical possession of his/her own badge, that the badge is legible, and the acceptable form of identification has not expired. At the end of each month the security administrator will de-activate any badges not accounted for during the month.