



# **Minimum Standards and Requirements for Aeronautical Activities at the Boca Raton Airport**

---

**Approved**  
March 19, 1996

**Revised**  
August 19, 1998

**Amended**  
May 15, 2003, June 16, 2004, July 21, 2004, October 20, 2004  
March 16, 2005, May 18, 2005, July 21, 2010, May 18, 2011, June 15, 2011, October 16,  
2013, June 19 2019

---

# TABLE OF CONTENTS

<b>A.</b>	<b>INTRODUCTION.....</b>	<b>1</b>
1.	Introduction.....	1
2.	Statement of Policy.....	1
3.	Soerability Clause.....	2
4.	Conflicts with Existing Agreement.....	2
5.	Violations.....	2
6.	Definitions.....	3
<b>B.</b>	<b>GENERAL REQUIREMENTS.....</b>	<b>6</b>
1.	Agreement.....	6
2.	Approved Activities.....	6
3.	Fees and Charges.....	7
4.	Leased Premises.....	7
5.	Site Development.....	7
6.	Facility Maintenance.....	9
7.	Products and Services.....	9
8.	Licenses, Permits, and Certifications.....	9
9.	Personnel.....	9
10.	Payment of Rents and Fees.....	10
11.	Laws, Rules, and Regulations.....	10
12.	Insurance.....	10
13.	Indemnification and Hold Harmless.....	11
14.	Assignment, Subletting, and Encumbrances.....	12
15.	Taxes.....	12
16.	Signage.....	12
17.	Environmental Compliance.....	12
18.	Safety of Property, Others.....	13
19.	Suspension, Revocation of Privileges.....	13
20.	Security.....	13
21.	Authority, and Airport.....	13
22.	Notices, Requests for Approval, and Other Filings.....	13
23.	Bonding Requirements.....	14

<b>C.</b>	<b>FIXED BASE OPERATIONS .....</b>	<b>14</b>
1.	Fixed Base Operator .....	14
2.	Scope of Activity .....	14
3.	Leased Premises.....	15
4.	Fuel Storage Facility.....	16
5.	Fueling Equipment.....	16
6.	Equipment.....	17
7.	Personnel.....	18
8.	Hours of Operation .....	18
9.	Aircraft Recovery Services.....	18
10.	Standard Operating Procedures.....	19
<b>D.</b>	<b>SPECIALIZED AVIATION SERVICE OPERATORS .....</b>	<b>20</b>
1.	Aircraft Airframe and Power Plant Repair and Maintenance Operator.....	20
a)	Scope of Activity .....	20
b)	Leased Premises.....	20
c)	Licenses and Certifications.....	21
d)	Personnel.....	21
e)	Equipment.....	21
f)	Hours of Operation .....	21
2.	Aircraft Rental/Flying Club Operator.....	21
a)	Scope of Activity .....	22
b)	Leased Premises.....	22
c)	Licenses and Certifications.....	22
d)	Personnel.....	23
e)	Equipment.....	23
f)	Hours of Operation .....	23
g)	Exempt Flying Club.....	23
3.	Flight Training Operator .....	24
a)	Scope of Activity .....	24
b)	Leased Premises.....	24
c)	Licenses and Certifications.....	25
d)	Personnel.....	25
e)	Equipment.....	25

	f)	Hours of Operation .....	26
4.		Aircraft Charter, Air Taxi, and/or Air Ambulance Operator .....	26
	a)	Scope of Activity .....	26
	b)	Leased Premises.....	26
	c)	Licenses and Certifications.....	27
	d)	Personnel.....	27
	e)	Equipment.....	27
	f)	Hours of Operation .....	27
5.		Avionics, Instrument, and/or Propeller Repair Operator .....	27
	a)	Scope of Activity .....	28
	b)	Leased Premises.....	28
	c)	Licenses and Certifications.....	29
	d)	Personnel.....	29
	e)	Equipment.....	29
	f)	Hours of Operation .....	29
6.		Aircraft Sales Operator .....	29
	a)	Scope of Activity .....	29
	b)	Leased Premises.....	29
	c)	Dealership .....	30
	d)	Licenses and Certifications.....	30
	e)	Personnel.....	30
	f)	Equipment.....	30
	g)	Hours of Operation .....	31
7.		Aircraft T-Hangar Rental Operator.....	31
	a)	Scope of Activity .....	31
	b)	Leased Premises.....	31
	c)	Personnel.....	31
	d)	d) Equipment.....	32
	e)	Hours of Operation .....	32
8.		Aircraft Wash Operator.....	32
	a)	Scope of Activity .....	32
	b)	Leased Premises.....	32
	c)	Personnel.....	33

d)	Equipment .....	33
e)	Hours of Operation .....	33
f)	Insurance .....	33
9.	Specialized Commercial Aeronautical Operator .....	34
a)	Scope of Activity .....	34
b)	Leased Premises.....	34
c)	Licenses and Certifications.....	35
d)	Personnel.....	35
e)	Equipment.....	35
f)	Hours of Operation .....	35
10.	Non-Commercial Hangar Operator.....	35
a)	Scope of Activity .....	36
b)	Leased Premises.....	36
c)	Hangar Structures.....	36
d)	Ownership Guidelines.....	37
<b>E.</b>	<b>APPLICATION REQUIREMENTS.....</b>	<b>37</b>
1.	The Application .....	37
a)	Intended Scope of Activities.....	37
b)	Financial Responsibility and Capability .....	39
c)	Experience.....	39
d)	Bonding and Insuring Capacity .....	39
2.	Grounds for Denial of Application .....	40
3.	Extension of Term.....	41
a)	No Change in Scope of Activities.....	41
b)	Change in Scope of Activities.....	41

## **A. INTRODUCTION**

### **1. 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 Boca Raton Airport (“Airport”) the Boca Raton Airport Authority as proprietor, sponsor, and operator of the Airport, has established these Minimum Standards and Requirements (“Minimum Standards”).

Accordingly, the following sections set forth the Minimum Standards prerequisite to a person or entity operating upon and engaging in one (1) or more Aeronautical Activities at the Airport. It is significant to note that these Minimum Standards are not intended to be all-inclusive. Any person or entity engaging in aviation operations and/or Aeronautical Activities at the Airport will also be required to comply with all applicable Federal, State, and local laws, codes, ordinances, and other similar 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 from the Authority’s point of view as the Airport operator, lessor, licensor, or permitter. All Operators are encouraged to exceed the “minimum” in terms of quality of facilities or services. No Operator will be allowed to occupy an area or conduct activities at the Airport under conditions less than the “minimum.”

### **2. Statement of Policy**

It is the intent of the Boca Raton Airport Authority to plan, manage, operate, finance, and develop the Boca Raton Airport for the long-term financial health and safety of the Airport consistent with accepted airport practices and applicable Federal, State, and local policies and regulations.

To this end, all applicants 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 facilities and to provide appropriate Aeronautical Activities; subject, however, to the Minimum Standards as established by the Authority.

However, the granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises which may be leased exclusively to Operator, and then only to the extent provided in a written Lease, license, and/or permit.

The 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, ordinances, codes, and other regulatory measures pertaining to such use. The Authority further reserves the right to designate the specific Airport areas in accordance with the current adopted Airport Layout Plan (ALP).

Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, and shall be consistent with the orderly and safe operation of the Airport.

While the Executive Director has the authority to manage the Airport (including the authority to interpret, administer, and enforce Airport Agreements and Authority policies and the authority to permit temporary, short-term occupancy of the Airport), the ultimate authority to grant the occupancy and use of Airport real estate and to approve, amend, or supplement all Leases, licenses, and permits relating thereto is expressly reserved to the Authority and with the consent of the State of Florida.

Many types of 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 for conduct on the Boca Raton Airport which do not fall within the categories heretofore documented. Minimum Standards will be developed on a case-by-case basis, taking into consideration the desires of the applicant, the Airport, and the public demand for such service.

These Minimum Standards may be supplemented, amended, or modified by the Authority, from time to time, and in such manner and to such extent as is deemed reasonable and appropriate by the Authority.

### **3. Severability Clause**

If one (1) 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.

### **4. Conflicts with Existing Agreement**

These Minimum Standards are not retroactive. They do not affect the current term of any written Agreement properly executed prior to the date of adoption and approval of these same Minimum Standards; unless any such written Agreement shall provide for changes in the Airport's Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written Agreement. In any event, upon expiration of an existing Agreement with the Authority or if Operator desires to materially increase or expand its activities, Operator shall then comply with the provisions of these Minimum Standards.

### **5. Violations**

The 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 Authority that such Operator has not complied with these Minimum Standards or has otherwise jeopardized the safety of Entities utilizing the Airport or the property or operations of the Airport.

## 6. Definitions

As used in these regulations, the following terms shall have the following meanings:

Aeronautical Activity (or “Aeronautical Activities” or “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 surveying, air carrier operation (airline passenger and air cargo), Aircraft sales and service, sale of aviation fuel and oil whether or not conducted in conjunction with other included activities, repair and maintenance 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 for “Lease”). A contract between the Authority and an entity granting a concession, transferring rights or interest in property, or otherwise authorizing 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 the appropriate FAR with aircraft that provide 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 balloons, gyrocopters, gliders, paragliders and unregistered ultralights.

Aircraft Maintenance. The repair, maintenance, adjustment, 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. Boca Raton Airport, Boca Raton, Florida.

Airport Operating Area (“AOA”). Ramp/apron, runway and taxiway system at the Airport.

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. and showing planned airport development.

Applicant. An entity desiring to acquire the use of 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 for authorization to engage in such activities at the Airport.

Apron. A paved area suitable for Aircraft staging and parking.



Authority or Airport Authority, the Boca Raton Airport Authority as created by Chapter 82-259 (F.S.) Laws of Florida as passed by the Legislature.

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 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. A Commercial Operator may be classified as either a Fixed Base Operator or a Specialized Aviation Service Operator.

Entity. A person, persons, firm, partnership, limited liability company, unincorporated proprietorship or 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. The granting of an exclusive right to an entity other than the airport owner to conduct an Aeronautical Activity, which is forbidden by Federal regulation; is distinguished from an exclusive right to occupy real estate, which is permitted by Federal regulation under certain conditions. The presence of only one operator providing a specific service does not in itself constitute an exclusive right.

Executive Director. The designated individual or duly authorized representative appointed by the Authority to manage the operation and development of the Airport.

Exempt Flying Club A non profit entity registered with the State of Florida consisting of bona fide owner of the Aircraft or a shareholder, member, or director of the non-profit entity, organized for the express purpose of providing its members with Aircraft for personal use and enjoyment only, not deriving profit from the operation, maintenance and/or replacement of its Aircraft.

FAA. Federal Aviation Administration.

FAR. Federal Aviation Regulations.

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

- A. Sale of Aviation Fuel and Lubricants
- B. Tie-down, Hangaring, and Parking

- C. Aircraft Maintenance
- D. Aircraft Washing
- E. Ancillary Aircraft Ground Services and Support

Flying Club Operator An entity comprised of an association or group of more than three (3) individuals jointly owning or leasing an Aircraft to its members (where payment is made to the club for the operating time of the Aircraft) but which does not meet the requirements established for Exempt Flying Clubs.

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

Lease. A contract between the Airport Authority and an entity granting a concession, transferring rights or interest in property, or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

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

Minimum Standards. Those qualifications, standards, and criteria set forth herein as the minimum requirements to be met as a condition for Operator to engage in Aeronautical Activities at the Airport and for any entity to engage in activities on the airside of the Airport.

Non-Commercial Operator. An entity that either owns or leases or operates aircraft for personal or recreational purposes. In the case of a business, the operation of aircraft must be an ancillary activity or unit to support the businesses purposes by providing transportation for the exclusive use of its employees or agents. In all cases, the Non-Commercial Operator neither offers nor provides Aeronautical Activities for compensation.

Operator. As used in these Minimum Standards, the term “Operator” refers to both Commercial Operators and Noncommercial Operators.

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

Regulations. The Boca Raton Airport Regulations adopted on June 24, 1998, as it has been and may be amended from time to time.

Repair Facility. A facility utilized for the repair and maintenance of aircraft to include airframe, powerplant, propellers, radios, instruments, and accessories.

Specialized Aviation Service Organization (“SASO”). A Commercial Operator that provides Aeronautical Activities not included in the minimum services listed under the definition of a Fixed Base Operator (FBO). These may include any one (1) or a combination of the following:

- A. Airframe and Powerplant Repair and Maintenance
- B. Aircraft Rental/Flying Club
- C. Flight Training
- D. Aircraft Charter/Air Tax

- E. Avionics, Instrument, or Propeller Repair
- F. Aircraft Sales
- G. Aircraft Hangar Rental
- H. Aircraft Washing

Sublease. An agreement entered into by a lessee under a Lease with another entity transferring rights or interests in property and/or facilities and enforceable by law.

Taxiway or Taxi Lane. A defined path, usually paved, over which aircraft can taxi 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, including modular buildings constructed offsite.

Through the Fence” Rights, the right to have direct access to the Airport from private property contiguous to the Airport and/or the right to engage in Commercial Aeronautical Activities at the Airport without an approved Agreement with the Authority.

Tie-down. A paved area suitable for parking and mooring of aircraft wherein suitable Tie-down points have been located.

<b>B. GENERAL REQUIREMENTS</b>
--------------------------------

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

**1. Agreement**

No entity shall conduct an Aeronautical Activity unless a valid Agreement authorizing such Activity has been entered into by the entity and the Authority. Such Agreement will have a maximum initial term of 20 years. In addition, the Authority may provide for optional extensions of Agreement, with agreed upon terms and conditions.

Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport, including but not limited to: term of the Agreement; rentals, fees, and charges; and the rights and obligations of the respective parties. The Agreement shall not reduce or limit the entity’s obligations with respect to these Minimum Standards.

**2. Approved Activities**

Activities not 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 Executive Director. Activities which are prohibited include, but are not limited to, sky diving, banner towing, and the operation of gyrocopters, gliders, paragliders and unregistered ultralights.

### 3. Fees and Charges

Operator shall pay the fees and charges specified by the Authority for the applicable Aeronautical Activities.

Information relative to fees and charges applicable to the Aeronautical Activity described herein will be made available to the prospective Operator by the Executive Director at the time of application or contract negotiations regarding an Agreement.

### 4. Leased Premises

Operator shall lease and/or sublease (or construct) sufficient ground space, facilities, and accommodations for the proposed Aeronautical Activity as stipulated in these Minimum Standards. Operator must provide copies of all Leases or Subleases, through the Executive Director, to the Authority at the time of application. When more than one (1) Activity is proposed or when Operator will be conducting activities from an FBO leasehold, as an approved sublessee, the minimum limits will vary (depending upon the nature of each Activity) and may not necessarily be cumulative.

**Operator must provide a full description and conceptual drawing of the location of the ground space, facilities, and accommodations to be utilized for Operator's proposed Aeronautical Activity and a schedule of development.** Operator must identify the location of Aircraft parking and staging areas, customer lounges, vehicle parking, and restrooms.

The ground space shall include a paved walkway to accommodate pedestrian access to Operator's office, and when appropriate, a paved Aircraft Apron with tie-down or hangar facilities sufficient to accommodate the activities being performed and the type of general R aviation aircraft frequenting the Airport shall be included. Ground space shall also accommodate paved roadways and vehicle parking facilities to ensure direct vehicle access to the facilities without entering the AOA.

The **facilities and floor space allotments** shall include office and customer lounge facilities which must be properly heated, ventilated, cooled, and lighted. All facilities must be of permanent construction.

The **public accommodations** shall include telephones for customer use, restrooms, sufficient on-site customer vehicle parking spaces, and handicap access in accordance with applicable Federal, State, and local laws, rules, and regulations.

"Through-the-fence" commercial activities will not be granted or allowed.

### 5. Site Development

Detailed development plans will be submitted to the Authority, through the Executive Director, within three (3) months of the execution of an Agreement. The Authority reserves the right for final approval on structural and location decisions.

Prior to construction of any new building, hangar, or other facility on the leased premises or modifications of an existing structure, all construction plans must be submitted to the Executive Director for approval by the Authority. Approval will not be unreasonably withheld and the Authority must approve or disapprove plans within 45 days of receipt. However, no approval by the Authority of any plans or specification or receipt thereof by the Authority shall be deemed or implied to constitute approval of said plans or specifications for any purpose whatsoever, specifically including without limitation, compliance with design and construction standards established by the FAA, Florida Department of Transportation (“FDOT”), and/or any other agency that may have 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.

All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, the FDOT, and the Authority. Operator will be responsible for obtaining and complying with any and all building permits required by the Authority, Palm Beach County, The City of Boca Raton, Florida Dept. Of Environmental Regulation, the South Florida Water Management District or any other agency that may have jurisdiction.

Operator is responsible for preparing the necessary FAA Form 7460-1, Notice of Proposed Construction. After review by the Authority, the Notice will be signed by and submitted to the FAA by the Authority. Review and submittal will be completed within 45 days of receipt by the Authority. No construction may commence until the Notice is approved and returned to the Authority by the FAA. Changes or restrictions the FAA may require to the Notice must be complied with by Operator.

The Authority is under no obligation to construct and provide Aprons or Taxiways or other facilities for commercial and/or non-commercial use facilities. In the event the facility location requires the construction of either Aprons and/or Taxiways, these pavements shall meet all FAA standards for the largest aircraft type anticipated to use the facility.

Vehicle parking facilities must be paved, located on leased premises, and in compliance with the Airport Authority and City of Boca Raton parking standards. In addition, adequate fences and gates will be provided by Operator to prevent vehicles from accidentally driving onto runways and taxiways.

Any property not developed within two (2) years of execution of Agreement, or within four (4) months of any committed phase in an approved plan, will be surrendered upon demand. Any delay on the part of the Authority providing the necessary approvals and/or submission of documents will extend the development time line accordingly. Any changes to this provision must be agreed to by all parties in written form.

Operator will not place or cause to be placed any temporary, modular or mobile structures on the leased premises, except those that are directly related to approved constructions or alterations. The siting of temporary construction structures must be approved in writing by the Authority. In addition, no activities may be performed from temporary modular or mobile structures and until all minimum standards are complied with for the approved aeronautical activity.

## **6. Facility Maintenance**

Operators must maintain the leased premises in a neat and orderly condition. Operators must provide the necessary personnel to perform continuing maintenance upon their facilities, including related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and grass cutting.

In addition, Operators will provide all necessary apron cleaning services for the leased premises, janitorial and custodial services, trash removal services, and any and all other related services necessary to maintain the facilities in good condition, fair wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.

Maintenance will be at the sole expense of Operator and will be subject to general monitoring by the Executive Director and/or his or her representative(s) to ensure a continuing high quality of appearance and structural condition commensurate with the standards of the Airport.

## **7. Products and Services**

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.

## **8. Licenses, Permits, and Certifications**

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 governmental agency having jurisdiction.

Operator shall not engage in any activities at the Airport prior to obtaining any certification required by the FAA. Operator shall furnish the Executive Director with a copy of any such certification.

## **9. Personnel**

Operator shall have in its employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards herein.

Unless otherwise provided in these minimum standards, the operator shall provide a responsible person in the office to supervise the operations on the leased premises and such person shall be authorized to represent and act for and on behalf of Operator during all business hours.

All personnel are required to hold the appropriate FAA certificates and ratings, as applicable.

## **10. Payment of Rents and Fees**

No entity shall be permitted to engage in Aeronautical Activities unless said entity is current (not delinquent) in the payment of all rents, fees, or other sums accruing to the Authority under any and all Agreements with the Authority.

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 Aeronautical Activities at the Airport.

## **11. Laws, Rules, and Regulations**

Operator shall engage in Aeronautical Activities only in accordance with Minimum Standards; all applicable laws, rules, and regulations of the Federal Government, the State of Florida; and all other governmental bodies 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.

## **12. Insurance**

- Operator shall keep and 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.
- Operator shall maintain, at a minimum, the coverages and limits of insurance for a Fixed Based Operator or the Operator's particular Specialized Aviation Service or Services, as provided on Attachment A to the Minimum Standards – (Schedule of Minimum Insurance Requirements).
- 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, or otherwise be approved in writing by the Authority.
- When more than one (1) Aeronautical Activity is proposed, the minimum limits will vary (depending upon the nature of each Activity, in combination) but will not be necessary for Operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each Activity; however, Operator will be required to obtain insurance for all exposures.
- All insurance which Operator is required by the Authority to carry and keep in force shall name the Authority (individually and collectively) and its representatives, officials, officers, employees, agents, and volunteers as additional insured.
- All insurance policies shall contain, or be endorsed to contain, the following provisions:

“The Boca Raton Airport Authority, including its Members, Officers, Employees and Agents, is an Additional Insured under this policy.”

“Insurer hereby waives its rights to subrogation of Insured's claims against the Boca Raton Airport Authority, including its Members, Officers, Employees and Agents.”

- The applicable insurance coverages shall be in full force and effect and the required Policies or Endorsements shall be delivered to the Executive Director upon execution of any Agreement, Lease, or approved Sublease.
- The limits of liability for each designated activity represent the minimum required to operate at the Airport. The Authority strongly recommends that all Operators secure higher limits of liability coverage.
- All Operators shall at their sole cost and expense, cause all buildings and improvements on the leased premises to be kept insured to the full insurable value thereof against the perils of fire, wind, hail, flood (for building other than aircraft storage hangars and T-hangars located in an “A” or “B” flood zone), extended coverage, vandalism and in amounts not less than the replacement cost of all buildings and improvements on the Leased 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.
- Disclosure Requirement: Operators conducting rental or sales of Aircraft, 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. Operator shall provide a copy of such notice to the Executive Director.
- For special events conducted on the airside of the Airport, the tenant on whose premises the special event is hosted shall comply with all insurance requirements for special events as set forth in the Regulations.

### **13. Indemnification and Hold Harmless**

- Operator shall defend, indemnify, protect, and completely hold harmless the Airport 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 Airport 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 not be relieved of the obligation to indemnify; however, in such case liability shall be shared in accordance with Florida principles of comparative fault.



#### **14. Assignment, Subletting, and Encumbrances**

All assignments, subletting, and encumbrances of Agreements between an authorized Operator and another entity (not specifically prohibited herein) must receive prior written approval of the Authority.

A request for such written permission, prepared in as much detail as required by the Authority, will be submitted to the Authority, through the Executive Director for its review and approval which will be completed in a timely fashion. This does not apply to activities provided for under the terms of an existing Agreement, including rental of Tie-downs and hangar space for storage of Aircraft. Permission will not be unreasonably withheld and response to requests will be made within 45 days of receipt by the Authority.

#### **15. Taxes**

Operator shall, at its sole cost and expense, pay any and all taxes, which now or in the future, may be assessed against the leasehold land, improvements thereto and otherwise assessed upon its operations.

#### **16. Signage**

Operator shall not erect, maintain, or display any sign on the leased premises or elsewhere on the Airport without the prior written consent of the Executive Director. At a minimum, all signage must meet requirements and standards of the Airport Authority.

#### **17. Environmental Compliance**

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, rules, and regulations concerning the handling, use, and storage of fuel, oil, solvents, chemicals, and other hazardous materials.

Operators will not engage in, or permit on the leased premises, the stripping and/or painting of Aircraft or any other vehicle, except following review by and written permission from the Authority. This does not include painting of minor Aircraft parts and assemblies required as part of a maintenance or repair procedure.

Each Operator handling, using, or storing fuel, oil, solvents, chemicals and/or hazardous materials at the Airport shall provide a written report to the Executive Director, updated annually, identifying all fuel, oil, solvents, chemicals, and 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, rules, and regulations. All Operators shall be subject to inspection by or on behalf of the Authority for compliance with this standard at any time during normal business hours.

Each entity will become a co-permittee with the Airport Authority under a NPDES permit for storm water discharge. Each entity will participate in the Airport Stormwater Pollution

Prevention Plan (SWPPP) and have representation on the Stormwater Pollution Prevention Team.

Each entity will be required to secure necessary Federal, State, and local permits regarding the existence or rare, endangers, or threatened species or habitat.

## **18. 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.

## **19. Suspension, Revocation of Privileges**

The Authority reserves the right to suspend or revoke Airport privileges, on a temporary or permanent basis, to any Operator failing to abide by these Minimum Standards or any applicable Federal, State, or local law, rule, regulation, ordinance, or standard governing the Airport or any applicable Aeronautical Activity.

## **20. Security**

Each Operator shall observe all security requirements of FAR Part 107, 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 insure that officers, employees, representatives, invitees, and guests of Operator observe such requirements.

## **21. Authority, and Airport**

- The Airport is owned by the State of Florida and is operated and Director administered by the Boca Raton Airport Authority. Only the Airport Authority can amend or modify these Minimum Standards.
- The Airport Authority has directed the Executive Director 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 Executive Director. The Executive Director 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. Any notice required to be given hereunder to the Authority shall be given in writing and addressed to the Executive Director at the Address provided in paragraph 22 below.

## **22. Notices, Requests for Approval, and Other Filings**

Any notice, request for approval, application, or other filing Applications, required or permitted to be given or filed with the Authority and any notice or communication required to be 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 (1) day after delivery to the office of such overnight courier service, or three (3) 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, through the Executive Director at the following address:

Boca Raton Airport Authority  
903 NW 35<sup>th</sup> St  
Boca Raton, Florida, 33431  
Telephone: (561) 391-2202  
Facsimile: (561)391-2238

### **23. Bonding Requirements**

All construction at the Boca Raton Airport will require that the Tenant submit a Completion Bond in favor of the Boca Raton Airport Authority for 100 percent of the Total Cost of the Improvements that assures that the Tenant will complete and pay for all construction on a timely basis; or in lieu of a completion bond in favor of the Airport Authority that assures that the tenant will complete all construction on a timely basis, the Airport Authority will accept a Performance Bond that assures that the tenant will complete all construction on a timely basis with the Airport Authority as a co-obligee together with an irrevocable letter of credit to fund obligations of the Airport Authority under the bond; The time to complete the construction shall be determined by the Boca Raton Airport Authority based upon the “Scope of Work” as submitted by the Tenant.

## **C. FIXED BASE OPERATIONS**

### **1. 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 fuel/lubricants; Aircraft Tie-down, Hangaring, and Parking; Aircraft Maintenance; Aircraft Washing and, ancillary ground services and support.

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

### **2. Scope of Activity**

- FBO shall conduct its FBO business and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced FBOs providing comparable products, services, and engaging in similar activities from similar sized facilities in like markets.
- All services and products that the FBO are required to provide must be provided by the FBO through the FBO’s employees.

- FBO products and services shall include, at a minimum, the following:
- Aircraft Fueling (both Jet and Avgas):
  - The FBO shall be capable of providing a response time not to exceed 15 minutes.
  - The FBO shall be capable of delivering and dispensing aviation fuel into all types of Aircraft normally frequenting the Airport.
  - The FBO shall have an approved written Spill Prevention Control and Countermeasure Plan (“SPCC Plan”) which meets Authority, Federal, and State regulations. An updated copy of such SPCC Plan shall be filed with the Executive Director at least five (5) days prior to actual implementation.
- Tie-down, Hangaring, and Parking
- The FBO shall comply with minimums identified in Leased Premises.
- Aircraft Maintenance
  - The FBO shall be qualified to perform preventative maintenance (as defined in FAR Part 43) on the airframes, powerplants, and associated systems of general aviation Aircraft up to 12,500 pounds gross weight.
  - The FBO can remain in compliance with these Minimum Standards for the provision of Aircraft Maintenance through an authorized sublessee (meeting the Minimum Standards for Airframe and Power Plant Repair and Maintenance) operating from the FBO’s leased premises.
- Ancillary Ground Services and Support
  - Oxygen, Nitrogen, and Compressed Air Services
  - Towing of Aircraft
  - Ground Power Services
  - Aircraft Recovery Services

### **3. Leased Premises**

- A minimum of 12 acres of land upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Pave Tie-down facilities for a minimum of 50 aircraft.
- A paved ramp adequate to accommodate all Tie-down facilities, all Transient Aircraft Activities of the FBO and all approved sublessee(s) of FBO (but not less than 215,000 square feet) plus paved access to taxiways.

- At least 32,000 square feet of common storage hangar space with no hangar less than 8,000 square feet. A minimum of 8,000 square feet must be “dedicated” to the provision of Aircraft Maintenance and 24,000 square feet must be “dedicated” to the storage of tenant or transient Aircraft.
- At least 7,000 square feet of facilities including adequate space for crew and passenger lounge, administration, operations, public telephones, and restrooms.
- At least 1,000 square feet of office and shop space “dedicated” to the administration and provision of Aircraft Maintenance.
- Sufficient paved vehicle parking space to accommodate FBO and tenant customers, passengers, and employees on a daily basis.

#### **4. Fuel Storage Facility**

- Construct (or install), maintain, or have access to an on-Airport above-ground fuel or below ground storage facility in a location approved by the Authority. Said fuel storage facility shall have a minimum total capacity for three (3) days supply of aviation fuel for Aircraft being serviced by FBO. In no event shall the minimum total capacity be less than:
  - 24,000 gallon facility for Jet A Fuel storage; and
  - 12,000 gallon facility for Avgas storage; and
  - Demonstrated capabilities to expand fuel storage capacity within a reasonable time period.
- The design and construction of the fuel storage facility shall be approved by the Airport Authority and comply with the rules and regulations of Federal and State regulatory agencies and all other applicable laws, rules, regulations, and guidelines including, but not limited to; NFPA 30, Industrial Standards; current FAA Advisory Circular AC 150/5230-4, including all changes and Appendices; and current Florida Department of Environmental Protection (DEP) rules and regulations governing design, construction, and operation of hydrocarbon fuel facilities.
- FBO will be required to install an oil/water separator with suitable storage tank if surveys indicate the presence of ground and/or well water contamination, or it is required by future law, statute, or regulation.
- FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

#### **5. Fueling Equipment**

FBO shall have:

- At least two (2) mobile dispensing single product trucks (also referred to as Aircraft Fuel Servicing Tank Vehicle, Fueller, Mobile, Dispensing Truck, or Mobile Unit) for jet fuel, and at least one (1) such truck for dispensing Avgas. The Avgas truck shall have a minimum capacity of 750 gallons and the Jet fuel trucks shall have a minimum capacity of 2,200 gallons.
- If FBO engages in into-plane fueling services (scheduled and/or non-scheduled), FBO must have adequate fuel storage capacity for said activity and the fueling equipment required to meet demands of the aircraft typically utilizing the Airport.
- Mobile units must be equipped with metering devices which 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.
- 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:
  - These Minimum Standards and any other rules and regulations of the Airport Authority
  - State of Florida Fire Code and Fire Marshall's Codes
  - National Fire Protection Association (NFPA) Codes
  - 14 CFR Part 139, Airport Certification, Section 139.321, Handling/Storing of Hazardous Substances and Materials
  - 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".

## **6. Equipment**

FBO shall have:

- Adequate Tie-down Equipment including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure Tie-down Aircraft.
- Adequate Equipment for washing of Aircraft windows.
- Adequate Equipment for recharging or energizing discharged Aircraft batteries.
- Courtesy vans - at least one (1) vehicle to provide such services as lead in/lead out and transportation of passengers, crews, and baggage.
- One (1) Aircraft tug with rated draw bar capacity of not less than 5,000 pounds and standard universal tow bar of sufficient capacity to meet the towing requirements of the general aviation Aircraft normally frequenting the Airport.

- Fire apparatus - an adequate number of approved and currently inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Ramp areas, at fuel storage facilities, and on all fueling trucks.
- All Equipment necessary for the proper performance of repair and maintenance services on airframe and powerplants in accordance with applicable FAA regulations and Manufacturers' specifications. Such Equipment shall comply with Authority rules and regulations, NFPA codes, and other applicable governmental safety regulations.

## **7. Personnel**

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.

Personnel engaged in dispensing aircraft fuels, accepting fuel shipments, and aircraft ground handling operations shall be properly trained in all associated safety procedures and shall conform to the best practices of such operations. This includes meeting the standards of FAA Advisory Circular 150/5230-4, Appendix 7, Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports, Paragraph 4. Fueling Personnel, Subparagraphs b. and c, and all other applicable laws, rules, and regulations.

- A minimum of two (2) properly trained and qualified employees between 7 am and 11 pm each day providing Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and support and a minimum of one (1) properly trained and qualified employee between 7 am and 11 pm each day to provide ancillary customer service and support. At least one person capable of providing these services is required between 11 pm and 7 am each day.
- A minimum of one (1) FAA licensed airframe and powerplant mechanic employed by the FBO and properly trained and qualified to perform maintenance services on general aviation Aircraft frequenting the Airport.

## **8. Hours of Operation**

Fueling, customer services, and ancillary services shall be continuously offered and available to the public (24) hours a day, seven (7) days a week.

Aircraft Maintenance shall be continuously offered and available to the public five (5) days a week, eight (8) hours a day and available after hours and on weekends, on-call, with response time not to exceed one (1) hour.

## **9. Aircraft Recovery Services**

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 and taxiway system. The FBO shall prepare a recovery plan and have the equipment readily available which is necessary to recover the typical itinerant general aviation aircraft using the Airport.

## **10. Standard Operating Procedures**

In accordance with all applicable laws, regulations, and appropriate (SOP) 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 fuel storage tanks and tank trucks. The FBO's SOP must be submitted to the Executive Director no later than 30 days after the FBO commences activities at the Airport. Inspections will be conducted by the Executive Director on a periodic basis to ensure compliance.



## **D. SPECIALIZED AVIATION SERVICE OPERATORS**

### **1. Aircraft Airframe and Power Plant Repair and Maintenance Operator**

**Definition:** An Aircraft Airframe and Powerplant Repair and Maintenance Operator is an entity engaged in the business of providing airframe and powerplant repair and maintenance 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 Repair and Maintenance Operator at the Airport shall comply with the following Minimum Standards.

#### **a) Scope of Activity**

Operator shall conduct airframe and powerplant repair and maintenance services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable g products, services, and activities from similar sized facilities in like markets.

#### **b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Ramp space equal to or greater than two (2) times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- At least one (1) 8,000 square foot hangar on Operator's leasehold for Aircraft Maintenance.
- At least 2,500 square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- At least one (1) 8,000 square foot hangar on Operator's leasehold for Aircraft Maintenance.

- Ramp space adequate to accommodate the movement of aircraft into and out of hangar space and storage of aircraft (requiring or scheduled for maintenance or having just completed maintenance).
- At least 2,000 square feet of office and shop space “dedicated” to the administration and provision of airframe and powerplant repair and maintenance activities.

**c) Licenses and Certifications**

Operator shall make an application to the FAA for Repair Station Certification and submit a copy of application to the Executive Director. Operator must acquire the Certificate within six (6) months of application and submit a copy to the Executive Director. However, should Operator not receive Certificate within six (6) months due to delays caused by the FAA, Operator may request from the Authority an extension to extend the six (6) months deadline, which will not be unreasonably denied. Personnel must be current and properly certificated by the FAA with ratings appropriate to the work being performed.

**d) Personnel**

Operator shall provide a sufficient number of personnel (at a minimum of one (1) FAA license airframe and powerplant mechanic) to adequately and safely carry out airframe and powerplant repair and maintenance services in a courteous, prompt, and efficient manner and meeting the reasonable demands of the public.

Operator shall employ sufficient repair personnel who are current and properly certificated by the FAA with ratings appropriate to the work being performed and who hold airframe, powerplant, and/or Aircraft inspector ratings.

**e) Equipment**

Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.

**f) Hours of Operation**

Operator leased premises shall be open and services shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day and available after hours, on-call, with response time not to exceed one (1) hour.

**2. Aircraft Rental/Flying Club Operator**

**Definition:** Aircraft Rental Operator is an entity engaged in the rental of Aircraft to the public. A Flying Club Operator is an entity comprised of an association or group of more than three (3) individuals jointly owning or leasing an Aircraft to its members (where payment is made to the

club for the operating time of the Aircraft) but which does not meet the requirements established for Exempt Flying Clubs.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Rental/Flying Club Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its aircraft rental services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

**b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Aircraft Ramp space equal to the total number of Aircraft in Operator’s fleet but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to Operator’s facilities and on Operator’s leased ground space.
- At least 2,500 square feet of office and lounge with adequate space for customer/member lounge, administration, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.
- FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:
  - Aircraft Ramp space equal to the total number of Aircraft in Operator’s fleet but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to or within close proximity of Operator’s facilities.
  - At least 750 square feet of office space “dedicated” to the administration and provision of aircraft rental activities.

**c) Licenses and Certifications**

Operator shall have in its employ at least two (2) people having current FAA certified flight instructor ratings and which is current in all aircraft models offered for rental.

**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Rental/Flying Club services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

**e) Equipment**

Operator shall have available for rental, either owned by or under written lease to Operator and under the exclusive control of Operator, at least three (3) certified and currently airworthy Aircraft capable of flight under instrument conditions.

**f) Hours of Operation**

Operator's leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days a week, eight (8) hours a day.

**g) Exempt Flying Club**

Exempt Flying Clubs are exempt from all Minimum Standards outlined above for Aircraft Rental Operators. Exempt Flying Clubs must meet the following requirements:

- The club shall be a non-profit entity (corporation, association, or partnership) registered with the State of Florida and organized for the express purpose of providing its members with Aircraft for personal use and enjoyment only.
- Each member of the club must be a bona fide owner of the Aircraft or a shareholder, member, or director of the non-profit entity.
- The club may not derive profit from the operation, maintenance, and/or replacement of its Aircraft.
- Flight instruction may be given in club aircraft to club members, provided such instruction is given by Operator based at the airport and authorized to provide flight training services or by a properly certified instructor who is a bona fide club member and who shall not receive any compensation for such service. The instructor may receive monetary compensation for instruction or may be compensated by credit against payment of dues or flight time; however; that individual may not receive both compensation and waived or discounted dues or flight time concurrently.
- Aircraft Maintenance maybe provided by a certified mechanic who is a bona fide club member. The mechanic may receive monetary compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however; that individual may not receive both compensation and waived or discounted dues or flight time concurrently. All other maintenance which is performed at the airport must be provided by an Operator based at the airport

authorized to provide such Aircraft Maintenance service, or by a properly certified mechanic who is a bona fide club member.

- Aircraft will not be used by other than bona fide members and by no one for commercial operations. Commercial aeronautical services shall not be provided.
- The club shall file and keep current with the Executive Director a copy of its Bylaws, Articles of Association, partnership, or incorporation (or other documentation supporting its existence) and shall keep current with the Executive Director a complete list of the club's members including names of the directors and officers and the investment shares owned by each member, the number and type of aircraft owned by club, evidence that ownership of club aircraft is vested in the club, and the operating names of the club. The books and other records of the club shall be made available for review at any reasonable time as requested by the Authority.
- Operator shall provide certificates of insurance listing each club member as names insured and evidencing the same coverages as required by the aforementioned Commercial Flying Club.

### **3. 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 and preparatory 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 2 hereof, each Flight Training Operator at the Airport shall comply with the following Minimum Standards.

#### **a) Scope of Activity**

Operator shall conduct its flight training services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

#### **b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

- Ramp space equal to the total number of Aircraft within Operator’s fleet or current inventory but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to Operator’s facilities and on Operator’s leased ground space.
- Operator shall provide at least 2,500 square feet of space for workspace, customer lounge, administration, public telephones, restrooms, student briefing, flight planning, classroom facilities and instructor lounge.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Ramp space equal to the total number of aircraft within Operator’s fleet or current inventory but no less than the space required to accommodate three (3) aircraft. Ramp space shall be adjacent to or within close proximity to Operator’s facilities.
- Operator shall provide at least 750 square feet of office space “dedicated” to administration and provision of flight training activities.

**c) Licenses and Certifications**

Operator shall have in its employ at least two (2) flight instructor who are properly certificated by the FAA to provide all types of training offered. Operator’s facility shall be certificated by the FAA as a pilot school.

**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out flight training services and activities in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

**e) Equipment**

Operator shall have available for use in flight training, either owned or under written lease to Operator and under the exclusive control of Operator, no less than three (3) properly certified aircraft, at least one (1) of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation.

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.

**f) Hours of Operation**

Operator's leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days a week, eight (8) hours a day.

**4. 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 2 hereof, each Aircraft Charter, Air Taxi, and/or Air Ambulance Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its Aircraft Charter, Air Taxi, and/or Air Ambulance services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

**b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- Operator shall provide at least 2,500 square feet of space for work area, customer lounge, administration, public telephones, restrooms, classroom facilities and restaurant or appropriate vending machines.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Ramp space equal to the total number of Aircraft within Operator’s fleet or current inventory but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to or within close proximity to Operator’s facilities.
- Operator shall provide at least 750 square feet of office space “dedicated” to administration and provision of flight training activities.

**c) Licenses and Certifications**

Operator shall have and provide copies to the Executive Director of all appropriate FAA and U.S. Department of Transportation certifications and approvals, including without limitation, the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and the FAA issued operating certificate.

**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft charter, air taxi, and/or air ambulance services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services on the leased premises.

Operator shall have in its employ a sufficient number of qualified Commercial and/or Airline Transport rated pilots.

**e) Equipment**

Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, not less than three (3) certified and continuously airworthy aircraft with at least one (1) multi-engine, all weather Aircraft.

**f) Hours of Operation**

Operator’s leased premises shall be open and services shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day. After hours, on-call response time to customer inquiries shall not exceed one (1) hour.

**5. Avionics, Instrument, and/or Propeller Repair Operator**

**Definition:** An Avionics, Instrument, and/or Propeller Repair Operator is an entity engaged in the business of repairing 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 2 hereof, each Avionics, Instrument, and/or Propeller Repair Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its avionics, instrument, and/or propeller repair services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like S markets.

**b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) S upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- At least one (1) common storage hangar with 8,000 square feet of space on Operator's leasehold for Aircraft Maintenance.
- Ramp space equal or greater than two (2) times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- At least 2,500 square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, public telephones, and restrooms
- Sufficient paved vehicle parking facilities to accommodate all fl customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an (Continued) authorized Commercial Operator shall adhere to the following leased premises requirements:

- At least one (1) common storage hangar with 2,000 square feet of space on Operators leasehold for Aircraft Maintenance.
- Ramp space adequate to accommodate the movement of aircraft into and out of hangar space and storage of aircraft (requiring or scheduled for maintenance or having just completed maintenance.
- At least 1,250 square feet of office and shop space "dedicated" to the administration and provision of avionics, instrument, or propeller repair.

**c) Licenses and Certifications**

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. In the case of avionics repair, the ratings shall, at a minimum, be for Class and Class 2 repairs.

**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out avionics, instrument, or propeller repair services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Operator shall employ a sufficient number of personnel with Aircraft radio, electrical systems, instruments, and propeller repair ratings, appropriate to the category of work being performed.

**e) Equipment**

Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair Operator.

**f) Hours of Operation**

Operator shall have its premises open and services available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day.

**6. 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 n hereof, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its Aircraft Sales services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

**b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Operator shall provide at least 2,500 square feet for office, work area, lounge, administration, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet or current inventory. Ramp shall be adjacent to or within close proximity to Operator's facilities.
- Operator shall provide at least 250 square feet of office space "dedicated" to the administration and provision of aircraft sales activities.

**c) Dealership**

An Operator which is an authorized factory sales franchise, dealer, or distributor shall have available or on call at least one (1) current model demonstrator of aircraft in its authorized product line. Demonstrations of additional models of the manufacturer for which a dealership is held shall also be available.

**d) Licenses and Certifications**

Operator shall employ, or have available on call, a sufficient number of pilots with instructor ratings who shall be current in all models to be demonstrated.

**e) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft sales services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services on the leased premises. At least one person shall be a commercial pilot currently certified by the Federal Aviation Administration, with ratings appropriate for the types of aircraft to be demonstrated.

**f) Equipment**

Necessary and satisfactory arrangements for repair and servicing of aircraft shall be provided in accordance with any sales guarantee or warranty period.

**g) Hours of Operation**

Operator's leased premises shall be open and service shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day.

•

**7. Aircraft T-Hangar Rental Operator**

**Definition:** Aircraft T-Hangar Rental Operator is an entity engaged in the rental of Aircraft T-Hangars to the public for the purpose of storage of aircraft.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft T-Hangar Rental Operator at the Airport shall comply with the following Minimum Standards.

**a) Scope of Activity**

Operator shall conduct its aircraft T-Hangar rental services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets. No commercial activities are allowed in the T-hangars.

**b) Leased Premises**

Operator (including an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 163,350 square feet, three and three quarters (3.75) acres, upon which all required improvements for facilities, taxiways, vehicle parking, roadway access, and landscaping will be located.
- Construct a minimum of thirty (30) T-Hangar units to include paved taxiways and taxi lanes and landscaping as approved by the Authority.
- At least one male and one female customer restrooms.
- Sufficient paved vehicle parking facilities to accommodate all employees on a daily basis.

**c) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out the services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

**d) d) Equipment**

Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.

**e) Hours of Operation**

Operator's leased premises shall be open 24 hours a day, 7 days a week with a manager on call on one (1) hour's notice.

**8. Aircraft Wash Operator**

**Definition:** Aircraft Wash Operator is an entity engaged in the business of providing aircraft washing and cleaning services to the public,

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

**a) Scope of Activity**

Operator shall conduct its aircraft washing and cleaning services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services and activities.

**b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Construct or maintain an aircraft wash facility in a location approved by the Authority. Said wash facility shall be large enough to accommodate the largest aircraft expected to base at the airport. The wash facility shall be designed to prevent the discharge of wash water to stormwater or ground water.
- Aircraft Ramp space equal to the two (2) times that needed to accommodate the largest aircraft expected to utilize the airport. Ramp space shall be adjacent to Operator's wash facilities and on Operator's leased ground space.
- At least 2,000 square feet of office and lounge with adequate space for customer/member lounge, administration, public telephones, and restrooms.

- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.

FBO or Operator engaged in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Construct or maintain an aircraft wash facility in a location approved by the Authority. Said wash facility shall be large enough to accommodate the largest aircraft expected to base at the airport. The wash facility shall be designed to prevent the discharge of was water to the stormwater or ground water system. Aircraft ramp space equal to the two (2) times that needed to accommodate the largest aircraft expected to utilize the airport.. Ramp space shall be adjacent to Operators wash facilities and on Operator’s leased ground space.
- At least 200 square feet of office space “dedicated” to the administration and provision of aircraft wash activities.
- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.

**c) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft wash and cleaning services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

**d) Equipment**

Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.

**e) Hours of Operation**

Operator’s leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days a week, eight (8) hours a day.

**f) Insurance**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

- Comprehensive General Liability: bodily injury, personal injury, and property damage, including, operations, and contractual liability.
- Vehicle Liability: bodily injury and property damage on all vehicles used by Operator.

- Hangarkeepers Liability: An amount adequate to cover the replacement cost of any non-owned property in the care, custody or control of Operator . (This insurance is not required if aircraft is not placed in the care, custody or control of the operator.

## **9. Specialized Commercial Aeronautical Operator**

**Definition:** 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, engine, or accessory repair and maintenance (for example, painting, upholstery, etc) or other miscellaneous activities directly related to Aircraft support.

Miscellaneous Commercial Services and Support - are defined as non-stop sightseeing flights (flights that begin and end at this 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 (for example, helicopter operations in construction or repair work),

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

### **a) Scope of Activity**

Operator shall conduct its specialized commercial aeronautical services and activities on and from the leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and activities from similar sized facilities in like markets.

### **b) Leased Premises**

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- Operator shall develop adequate facilities to accommodate space for office, lounge, administration, public telephones, and restrooms, but not less than 2,000 square feet.

- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Ramp space adequate to accommodate the total number of Aircraft in Operator’s fleet or current inventory. Ramp shall be adjacent to or within close proximity to Operator’s facilities.
- Operator shall provide at least 500 square feet of office space “dedicated” to the administration and provision of aeronautical activities

**c) Licenses and Certifications**

Operator shall have and provide to the Executive Director evidence of all proper Federal, State, and local licenses and certificates required.

**d) Personnel**

Operator shall provide a sufficient number of personnel to adequately and safely carry out its specialized commercial aeronautical services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking services.

**e) 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 (1) airworthy Aircraft to meet all applicable Federal, State, and local laws, rules, and regulations with respect to the activities to be performed.

**f) Hours of Operation**

Operator’s leased premises shall be open and service shall be available during normal business hours. Operator shall make provision for personnel to be in attendance in its office at all times during the required operating hours or shall have an answering service, page system, or other acceptable method for the public to contact Operator

**10. Non-Commercial Hangar Operator**

**Definition:** A Non-Commercial Hangar Operator is an entity which develops and constructs a hangar structures) for the sole purpose of storing an aircraft which is either owned or leased for non-commercial, private (not for hire), personal, and/or recreational purposes only. Non-Commercial Hangar Operations will be allowed only when adequate facilities cannot be provided by an FBO or T-Hangar Rental Operator under reasonable terms and conditions.



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

**a) Scope of Activity**

Operator shall use the leased premises solely to store and maintain Aircraft owned and/or leased and utilized by Operator for noncommercial purposes.

Non commercial activity of any kind (including Commercial Aeronautical Activities identified in these Minimum Standards) shall be permitted on or from the leased premises.

Operator shall not be permitted to dispense, sell, or otherwise distribute fuels, propellants, or lubricants to any entity. In the event Operator desires to self-fuel, Operator shall be required to arrange for storage of fl fuel either with an approved FBO or at an off-Airport site. Operator wishing to self-fuel must receive prior written consent of the Authority prior to initiation of such practice.

Operator shall not be permitted to sublease ground, hangar, ramp, office, or shop space to any entity for any purpose.

**b) Leased Premises**

A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

Development shall include ramp space equal to or greater than two (2) times 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 aircraft aprons or taxiways for personal and private use. In the event the location of the facility requires the construction of aprons and/or taxiways, these areas shall meet all FAA standards for the largest aircraft type anticipated to use Operator's facility.

In addition, development shall include roadway(s) which is 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 Airport's Developmental Guidelines as may be promulgated and changed from time to time.

**c) Hangar Structures**

The development of non-commercial hangar(s) shall be limited to the following types of hangar structures:

- T-hangars - Enclosed structure(s) of not less than 22,000 square feet, sub-divided and configured to accommodate individual bays for the storage of private aircraft, such bays to be contiguous areas with common walls.

- A common storage hangar structure of not less than 11,500 square feet, completely enclosed.

**d) Ownership Guidelines**

Hangar development may be accomplished through either individual ownership or association ownership. Associations must adhere to the following stipulations:

- Association membership will be contingent upon ownership of a proportionate share of the private hangar facility which shall consist of not less than one (1) individual T-Hangar (of at least 900 total square feet), or an equal portion of the “common” hangar area which is consistent with the total number of members (such area to be not less than 900 total square feet).
- The entire membership of the Association must be declared to the Airport Authority at the time the application for development and operation is submitted. Thereafter, the Association and/or each member of the Association shall be required to demonstrate ownership (as required herein) as requested by the Executive Director from time to time. The hangar facilities developed and utilized by the Association will be exclusively for storage of aircraft owned by the members) of the Association.
- The Association may not utilize nor cause the leasehold interest to be utilized for speculative development of either the leasehold or the facilities located thereupon.

V. APPLICATION REQUIREMENTS

<b>E. APPLICATION REQUIREMENTS</b>
------------------------------------

**1. The Application**

The Airport 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 and/or Executive Director.

**a) Intended Scope of Activities**

As a prerequisite to occupancy on 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:

- 1) The legal name of the entity filing the application and its business name (if different).

- 2) The name, address, and telephone number of the entity and primary contact individual.
- 3) The names, addresses, and telephone numbers of all owners of 5% or more of the equity interest, management control, or debt of the entity.
- 4) The proposed date for commencement of the activity and proposed term for conducting same.
- 5) A comprehensive listing of all activities proposed to be offered, along with the copies of all applicable Federal, State, or local operating certificates and licenses currently held.
- 6) For proposed Leases or Subleases of existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tie-downs, and/or vehicle parking areas to be utilized.
- 7) For proposed Leases or Subleases 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 improvement to be constructed, together with the vehicle parking to be available (and required) for the proposed activities.
- 8) The number of persons proposed to be employed, including the names and qualifications of each person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
- 9) 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.
- 10) The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the proposed activities.
- 11) A market analysis to include a written statement addressing each of the following areas:
  - a) Definition of target market
  - b) Intended marketshare
  - c) Promotional marketing techniques
  - d) Description of existing competitors
  - e) Percent of intended sales related to Aircraft based at the Airport

- f) List of certifications and licenses to be sought (if any, as required)
- g) Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation
- h) 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)
- i) 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.

**b) Financial Responsibility and Capability**

The prospective Operator must provide a statement, as evidence of applicant's financial responsibility, 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 responsibilities and capabilities shall include a cash flow and profit and loss projections for the first five (5) years of the proposed operation, a three (3) year historical profit and loss statement (if available), and a current (within 60 days) balance sheet.

**c) 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.

**d) Bonding and Insuring Capacity**

The prospective Operator shall provide evidence in a form acceptable to the Authority of its ability to supply (1) a performance bond in an amount equal to 10% of the annual rental and/or fees established and agreed to for conducting the activities and entering into the Agreement or Lease sought (cash may be deposited in lieu of a performance bond), (2) A Completion Bond in favor of the Boca Raton Airport Authority for 100 percent of the Total Cost of the Improvements that assures that the prospective operator will complete and pay for all construction on a timely basis; or in lieu of a completion bond in favor of the Airport Authority that assures that the prospective operator will complete all construction on a timely basis, the Airport Authority will accept a Performance Bond that

assures that the operator will complete all construction on a timely basis with the Airport Authority as a co-obligee together with an irrevocable letter of credit to fund obligations of the Airport Authority under the bond; the time to complete the construction shall be determined by the Boca Raton Airport Authority based upon the “Scope of Work” as submitted by the prospective operator., and (3) the required insurance. Additional and supplemental information may be required by the Authority in a formal competitive selection process.

## **2. Grounds for Denial of Application**

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

- a)** 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.
- b)** The applicant’s proposed activities, operation, and/or construction will create a safety hazard.
- c)** The granting of the application will require the Airport to expend funds or supply labor or materials in connection with the proposed activities, operation, and/or construction that the Airport Authority is unwilling to spend or the operation will result in a financial loss to the Airport.
- d)** No appropriate, adequate, or available space or building exists at the Airport which would accommodate the entire operation of the applicant at the time of application, nor is such contemplated within a reasonable time thereafter.
- e)** 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.
- f)** 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 their leased area.
- g)** 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 their leased area.
- h)** The Applicant has either intentionally or unintentionally misrepresented or omitted material fact in the application or in supporting documents.
- i)** The Applicant has failed to make full disclosure on the application or in supporting documents.

- j) The Applicant or an officer, director, agent, representative, shareholder, or employee of Applicant has a record of violating the rules, regulations, statutes, ordinances, laws, or orders of any other Airport, civil air regulations, FAA regulations, or any other rules, regulations, statutes, ordinances, laws, or orders applicable to the Airport.
- k) The Applicant or an officer, director, agent, representative, shareholder, or employee of applicant has defaulted in the performance of any Lease or other Agreement with the Authority.
- l) On the basis of current financial information, the applicant does not, in the sole discretion of the Airport Authority, exhibit adequate financial responsibility or capability to undertake the proposed operation and activities.
- m) The Applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the Airport Authority for the proposed operation and activities.
- n) 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.
- o) Applicants activities or operations have been or could be detrimental to the Airport.

### **3. Extension of Term**

#### **a) No Change in Scope of Activities**

Within six (6) months of expiration of the term of Operator’s Agreement or Lease with the Airport Authority, Operator may apply to extend such term and such application may be accepted by the Authority without need to file a new application provided that Operator proposes no changes in the scope of the previously approved Aeronautical Activities and is in compliance with the Minimum Standards in place at the time of such request. Any lease extension will be modified in accordance with the Airport Authority leasing practices in effect at that time.

#### **b) Change in Scope of Activities**

Within six (6) months of expiration of the term of Operator’s Agreement or Lease with the Authority, Operator may apply to extend such term. However, if Operator intends to change or expand the scope of its Aeronautical Activity(ies) on the Airport, or if the Authority deems a new application to be appropriate for any reason, Operator must submit a new application and demonstrate compliance with the Minimum Standards in place at the time of the new application Any lease extension will be modified in accordance with the Airport Authority leasing practices in effect at that time.