

**BOWLING GREEN-WARREN COUNTY REGIONAL AIRPORT
MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES**

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Adopted January 12, 2016

BOWLING GREEN-WARREN COUNTY REGIONAL AIRPORT
MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

1. PREAMBLE & POLICY

A. General: The Bowling Green-Warren County Regional Airport Board (the "Board"), owner and operator of the Bowling Green-Warren County Regional Airport (the "Airport"), hereby establishes the following Minimum Standards for the Airport.

- (1) These Minimum Standards establish the threshold entry requirements that must be met by any Operator desirous of engaging in Commercial Aeronautical Activities at the Airport.
- (2) In addition, these Minimum Standards are designed to protect aviation consumers (including owners and operators of based and transient aircraft as well as the public) from unqualified, inexperienced, unlicensed, uncertificated, unsafe, and inadequate (substandard) Operators.
- (3) As such, the underlying objectives of these Minimum Standards are to encourage, promote, and ensure that:
 - (a) High quality aeronautical products, services, and facilities (and Improvements) are consistently provided (delivered) by the Operators at the Airport to meet the reasonable demands of aviation consumers in all segments of the market in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price;
 - (b) A level playing field is created and maintained at the Airport so that Operators can compete fairly;
 - (c) The Airport (and the Activities occurring at the Airport) is safe and secure; and
 - (d) Airport land is developed in an orderly manner.
- (4) These Minimum Standards were developed taking into consideration the current (and anticipated):
 - (a) Role of the Airport;
 - (b) Products, services, and facilities provided at the Airport;
 - (c) Needs of aviation consumers and the public at the Airport; and

(d) Development of the Airport.

- (5) Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Board. All entities are encouraged to exceed the applicable minimum standards. No Operator shall be allowed to engage in Commercial Aeronautical Activities at the Airport under conditions that do not, in the Board's judgment, meet these Minimum Standards.

B. Administration and Policy Oversight: The Board is responsible for the administration of the Airport and has the ultimate policy-making authority. The daily management of the Airport is under the direction of the Airport Manager who shall interpret and enforce these Minimum Standards. In case of a conflict between these Minimum Standards and the Airport's Rules and Regulations, the Rules and Regulations shall control.

- (1) Effective Date: These Minimum Standards shall be effective on JANUARY 1, 2016, and shall remain in effect until such time that these Minimum Standards are either repealed or amended.

- (2) Amendment of Standards: These Minimum Standards are subject to change by amendment, modification or cancellation, in whole or in part, from time to time, by the current or any future Airport Board and no rights shall accrue to any FBO, SASO, or third party by virtue of adoption of these Minimum Standards. Any activities for which there are no specific Minimum Standards established will be addressed by the Airport Manager on a case-by-case basis, and set forth in the Operator's Permit.

- (3) Owner's Rights: These Minimum Standards do not alter or limit the Board's right to:

- (a) develop Airport property as it deems prudent;
- (b) designate specific areas on the Airport for the conduct of Commercial and Non-Commercial Aeronautical Activities; and
- (c) exercise its proprietary right to engage in any Commercial Aeronautical Activity to the exclusion of other activities.

- (4) Right to Self Service: As permitted in the Airport (Sponsor)

Assurances, an Aircraft Owner may fuel and otherwise service the Owner's Aircraft provided the Owner does so (or Owner's employees do so) using Owner's Vehicles, Equipment, and resources (Fuel) and that the fueling or other services are performed in accordance with all applicable Regulatory Measures (Title 14 Code of Federal Regulations (CFR) Part 43) and in conformity with the Airport's Self Fueling Policy.

- (5) Severability: In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.
- (6) Enforcement:
 - (a) The uniform application and enforcement of these Minimum Standards is essential to achieving the purpose and objectives of these Minimum Standards. The Airport Board has delegated to the Airport Manager the authority to interpret and enforce these Minimum Standards and to make Rules and Regulations for the daily management of Airport operations, subject to oversight and guidance from the Board.
 - (b) Failure to comply with the Minimum Standards may result in monetary fines for the first and second violation. Any subsequent violation may result in the suspension of the applicable activity permit issued to Operator. If violations continue, the permit may be revoked thereby permanently removing any right of the Operator to conduct the Activities granted under the permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport's Regulations.
 - (c) Failure to comply may also result in the termination of other agreements between the Operator and the Airport.
 - (d) Operators currently providing activities or services without an agreement or Permit shall have six (6) months from the date these Minimum Standards are adopted to become compliant. These Minimum Standards shall apply to all new agreements and amendments to existing agreements relating to aeronautical activities at the Airport.
- (7) Written Communications: Any notice, demand, request, consent or approval that an Operator may or is required to give to the Board shall be in writing, and shall be either personally delivered or sent by

the US Postal Service, first class mail, postage prepaid, addressed as follows:

Airport Manager
Bowling Green-Warren County Regional Airport
1000 Woodhurst Drive, Suite 210
Bowling Green, KY 42103

2. DEFINITIONS

Definitions:

- 1) **Aeronautical Activity** - 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: Aircraft charter and management, pilot training, aircraft rental, sightseeing, aerial photography, flying club, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), aircraft sales and service, sale of aviation fuel and oil, aircraft maintenance, sale of aircraft parts, and any other activities, which because of their direction relationship to the operation of aircraft or the Airport, can appropriately be regarded as an aeronautical activity. For the purposes of these Minimum Standards, all products and services described herein are deemed to be Aeronautical Activities.
- 2) **Agency** - any federal, state, or local governmental Operator, unit, agency, organization, or Airport.
- 3) **Aircraft** - any apparatus now known or hereafter designed, invented or used for navigation or flight in the air, except a parachute or other apparatus used primarily as safety Equipment. This includes without limitation airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.
- 4) **Aircraft Charter Operator** –a commercial Operator providing on-demand air transportation services (common carriage) for person or property (as defined in 14 CFR 135) or private carriage under 14 CFR 125.
- 5) **Aircraft Maintenance Operator** –a commercial Operator engaged in

providing aircraft (airframe and power plant) maintenance (as defined in 14 CFR 43) for aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator which includes the sale of aircraft parts and accessories.

- 6) **Aircraft Manufacturing/Final Assembly** - a commercial Operator in the business of designing, fabricating, and assembling aircraft for mass production.
- 7) **Aircraft Operator** - A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.
- 8) **Aircraft Rental Operator** - is a commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental activities.
- 9) **Aircraft Sales Operator** - is a commercial Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period.
- 10) **Airframe and Power Plant Mechanic** – an individual, certificated by the FAA, who performs and/or supervises the maintenance, preventative maintenance or alteration of an aircraft or appliance, or a part thereof, for which he is rated by the FAA, who perform additional duties in accordance with certain regulatory measures.
- 11) **Airport** - the Airport owned by Bowling Green and Warren County (Causey Field) and all of the property, buildings, facilities and Improvements within the exterior boundaries of such Airport as now exists on the Airport Layout Plan (ALP), or as it may hereinafter be extended, enlarged or modified.
- 12) **Airport Assurances** (Sponsor Assurances) - those contractual obligations described in 49 U.S.C. 47107 undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.
- 13) **Airport Layout Plan (ALP)** - a graphic presentation to scale of existing and ultimate Airport facilities, their location on the Airport and the pertinent clearance and dimensional information required to show relationships with applicable standards.

- 14) Airport Manager** - the person designated by the Board as the Airport's chief executive officer. From time to time, the Airport Manager may designate a representative to act in his place, in which case the term Airport Manager as used herein shall also refer to such representative.
- 15) Airport Operations Area (AOA)** - the portions of the Airport for Aircraft and related operations, including aircraft runways, taxiways, ramps, aprons, parking spaces and areas directly associated therewith. The AOA shall include any portion of the Airport required to be enclosed by security fencing or otherwise secured under Transportation Security Administration (TSA) Regulations, FAA and/or other applicable regulations.
- 16) Airport Security Plan** - a document required by the TSA detailing the Airport's compliance with applicable security regulations.
- 17) Avgas** – aviation gasoline commonly utilized in piston powered aircraft.
- 18) Avionics/ Instrument Maintenance Operator** - a commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR 43, Appendix A (e.g., aircraft radios, electrical systems, or instruments).
- 19) Based Aircraft** - any aircraft utilizing the Airport as a base of operation, registered at the Airport with an assigned tie-down or hangar space on the Airport which has direct taxiway access to the Airport.
- 20) Building/Facility Lease** – a conveyance of real property rights for occupancy or use of land and improvements as expressed in a written agreement.
- 21) CFR** – Code of Federal Regulations, as it may be amended from time to time.
- 22) Commercial Activity** - all types of vocations, occupations, professions, enterprises, establishments, and all other activities and matters, together with all devices, machines, vehicles, and equipment used therein, which are conducted, used, or carried on for the purpose of earning, in whole or in part, a profit or livelihood, whether or not a profit or livelihood actually is earned thereby. Businesses, professions, and trades shall include without limitation, trades and occupations of every type carried on within the Airport boundaries (as indicated on the ALP): salesmen, brokers, retailers, wholesalers, vendors, suppliers, peddlers, professions and any other type of endeavor within the Airport boundaries for the purpose of earning a livelihood or profit in whole or in part whether

paid for in money, goods, labor, or otherwise, and whether or not the business, profession or trade has a fixed place of business on the Airport.

23)Commercial Aeronautical Activity - any Aeronautical Activity provided in a Commercial Activity manner commonly conducted on the Airport by a person or Operator that has a lease, license, or permit from the Airport to provide such service.

24)Commercial Hangar Operator – an Operator engaged in the lease or sale of conventional hangars and/or T-hangars for the storage of Aircraft; as further outlined in Airport regulations.

25)Commercial Self-Service Fueling – the fueling of an aircraft by the pilot of that aircraft, using fuel pumps installed by an FBO or the Airport specifically for that purpose. The fueling facility may or may not be attended by the FBO owner/operator of such a facility. The use of this type of facility is commercial in nature and is not to be considered to be Self-Service (as defined herein). Such fueling is governed by the Airport's Air Taxi Fueling Policy, as amended.

26)Compensation - any form of reimbursement for goods or services such as, but not limited to, monetary, barter, favors, gratuity.

27)Contiguous Land - land that shares an edge or boundary or is separated by no more than a Taxilane or Taxiway.

28)Co-operative (Co-op) Fueling – fueling operation conducted jointly or cooperatively by members of an organization formed by several aircraft owners, air carriers or flight departments or by two or more entities pursuant to contract or other arrangement between the parties. Co-op fueling is prohibited at the Airport.

29)Department of Transportation (or "DOT") - the Cabinet department of the United States government concerned with transport, established by an act of Congress on October 15, 1966 and began operation on April 1, 1967. It is administered by the United States Secretary of Transportation.

30)Employee – any individual employed by an Operator who collects and pays all payroll taxes on behalf of Employee (i.e., social security and Medicare). The determination of status between "employee" and "contractor" shall be made according to then current Internal Revenue Service (IRS) standards.

- 31)Equipment** - all property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the activity being performed.
- 32)FAA** - Federal Aviation Administration - division of the DOT of the United States government with the responsibility of promoting safety in the air, by regulation and education.
- 33)FBO (Fixed Base Operator)** - a commercial Operator engaged in the sale of products and services and/or rental or leasing of facilities to include, at a minimum, the following activities at the Airport: aircraft fueling (both jet fuel and Avgas) and lubricants; Aircraft line (ground) services and support; Aircraft parking (including tie-down) and hangar; aircraft maintenance; aircraft charter; aircraft flight instruction; and miscellaneous customer services/amenities.
- 34)Flying Club** - a nonprofit association, partnership or Kentucky corporation which owns or leases aircraft based at the Airport, in which organization each club member is a **bona fide** part owner of the aircraft or a share, but not more than one share, in the owner entity. The Flying Club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and depreciation of such aircraft, and must, in order to qualify as a Flying Club under these Minimum Standards, provide the Airport Manager with a copy of the Club Charter, By-Laws or other Club rules of membership and a current list of Club members and Club aircraft, if any, which shall be updated promptly as changes occur.
- 35)Fuel** - any substance (solid, liquid, or gaseous) used to operate any engine in aircraft, vehicles, or equipment.
- 36)Fueling Operations** - the dispensing of aviation fuel into aircraft, fuel storage tanks or fueling vehicles.
- 37)Grant Assurance** - a provision contained in a federal or state grant agreement to which the recipient of federal or state airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.
- 38)Grantee** - as used in various license, lease, or contract agreements, the recipient of rights granted by the Airport.
- 39)Grantor** - as used in various license, lease, or contract agreements, the Airport.

- 40)General Aviation** – all aviation with exception of air carriers (including passenger and cargo) and government. General Aviation Aircraft (GAA) are utilized for commercial and non-commercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.
- 41)Improvements** - all buildings, structures, additions, and facilities including pavement (asphalt or concrete), concrete, fencing, lighting, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.
- 42)Independent Operator** - an Operator engaging in commercial Aeronautical Activities at the Airport without a business presence (place of business) at the Airport.
- 43)Jet Fuel** - fuel commonly utilized in turboprop and turbojet Aircraft.
- 44)Land Lease (Ground Lease)** – lease of Airport owned land (with or without airfield access) to a tenant who constructs a building or makes improvements to the Airport.
- 45)Landside** - all areas of the Airport outside of the AOA.
- 46)Large Aircraft** - an Aircraft of more than 12,500 pounds maximum certified takeoff weight.
- 47)Leased Aircraft** - (pertaining to the lease of Aircraft by an Operator conducting an Aeronautical Activity) a long-term written agreement established on a minimum basis of six months wherein the Lessee shall have full control over the scheduling and use of an aircraft.
- 48)Leased Premises** - the land and/or Improvements used exclusively under agreement by Operator for the conduct of Operator's activities.
- 49)Lessee** - an Operator that has entered into an Agreement with the Airport to occupy, use, and/or develop land and/or improvements and engage in Aeronautical Activities.
- 50)Master Plan** - an assembly of documents and AGIS and other drawings describing the development of the Airport from a physical, economical, social, and political jurisdictional perspective, adopted by the Airport, a copy of which is on file and available for inspection in the Airport Manager's office; and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

- 51)Minimum Standards** - the qualifications, standards, or criteria, which may be established by an airport owner as the minimum requirements to be met as a condition for the right to engage in Aeronautical Activities at an airport, as may be amended from time to time.
- 52)National Fire Protection Association (or “NFPA”)** - all codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.
- 53)Non-Commercial** – not for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service) and/or profit.
- 54)Operator** - any FBO, SASO, and/or any Operator subject to the standards set forth herein.
- 55)Owner** - any individual, firm, partnership, corporation, company, association, Operator, and any trustee, receiver, assignee or similar representative thereof that owns or leases an Aircraft.
- 56)Permit** - a conveyance of personal rights (not real property) under the Airport’s police powers to ensure minimum standards of health/safety for occupancy or use of property, or permission to engage in an activity.
- 57)Person** - an individual, firm, partnership, corporation, company, association, Operator and any trustee, receiver, assignee or similar representative thereof.
- 58)Ramp (Apron)** – an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of aircraft.
- 59)Ramp Privilege** – the authorized driving of a vehicle upon an aircraft-parking ramp on the AOA of the Airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity.
- 60)Refueling Vehicle** - any vehicle used for the transporting, handling or dispensing of fuels, oils, and lubricants.
- 61)Regulatory Measures** - federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States DOT, the FAA, TSA, EPA, NFPA, the Airport Certification Manual (ACM), and these Minimum Standards; as may be in existence, hereafter enacted, and amended from time to time.

- 62)Repair Station** - a certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR 145.
- 63)Specialized Aeronautical Service Operator (SASO)** - a commercial Operator that engages in any one or a combination of the following aeronautical activities, as authorized (permitted) by the Airport: aircraft maintenance and repair service; avionics, instrument, and/or propeller maintenance, repair, or overhaul service; aircraft rental/flight training; aircraft sales; aircraft charter, air taxi, air ambulance, or management; commercial hangar operator; or other commercial Aeronautical Activities including, but not limited to, limited aircraft services and support, miscellaneous commercial services and support, and air transportation services for hire.
- 64)Self-Fueling (Self-Service Fueling)** - fueling of an aircraft by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. Co-op Fueling is not considered to be self-fueling.
- 65)Self-Service** - in addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees including activities such as maintaining, repairing, cleaning, and otherwise providing service to an owned aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner in accordance with all applicable Regulatory Measures including, but not limited to, these Minimum Standards and the Airport's Rules and Regulations.
- 66)Small Aircraft** - an Aircraft of 12,500 pounds or less maximum certified take-off weight.
- 67)Sublessee** - an Operator that has entered into a sublease with an Operator or Lessee who is authorized to engage in commercial Aeronautical Activities at the Airport.
- 68)Taxilane** - the portion of the Aircraft parking area used for access between taxiways and aprons and not under ATC control.
- 69)Taxiway** - a defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the runway).

- 70)Through-the-Fence** - the right to have direct access to the Airport from private property contiguous to the Airport. Through-the-fence Operators, while located off Airport property, have access to the Airport's runway and taxiway system.
- 71)Tiedown** - an area paved or unpaved suitable for parking and mooring of aircraft wherein suitable tiedown points and equipment (to facilitate aircraft tiedown) are located.
- 72)Transient Aircraft** - any aircraft utilizing the Airport for occasional transient purposes and is not based at Airport.
- 73)Transportation Security Administration (or "TSA")** - the U.S. agency established in 2001 to safeguard United States transportation systems and ensure secure air travel.
- 74)Vehicle** - any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

3. GENERAL REQUIREMENTS

- A. All Operators engaging in Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section III as well as the Minimum Standards applicable to the Operator's activities, as set forth in subsequent sections. All Operators (except for existing Operators) shall operate under a written agreement with the Airport, which may be in the form of a Permit, Lease or other writing.
- (1) Experience/Capability: Any prospective Operator shall demonstrate to the satisfaction of the Board that it is capable of consistently providing the proposed products, services, and/or facilities in a safe, secure, efficient, prompt, courteous, and professional manner to aviation consumers in all segments of the market for a fair and reasonable price. This includes without limitation, demonstrating that the Operator's aviation/business background is appropriate for the proposed Activities, that the Operator has relevant (aviation/business) experience, that the Operator is qualified to engage in the proposed Activities, and that the Operator has the resources (including, but not limited to, financial capacity) to realize its business objectives. Permit Application/Proposal shall be completed by Operator and submitted to the Board (Appendix 1).

- (2) Agreement Required: No Operator shall be permitted to occupy or use Airport land or improvements and engage in any Commercial Aeronautical Activity or solicit business in connection with any Commercial Aeronautical Activity unless such Activity is conducted in accordance with these Minimum Standards, as amended, from time to time, by the Board; and unless the Operator has a valid written lease, sublease, contract, permit or agreement (Agreement) with the Board allowing the conduct of such specifically authorized activities at the Airport. In the event of a conflict between such agreement and these Minimum Standards or any applicable regulation, the strictest standard shall govern.
- (3) Payments of Rents, Fees, and Charges: Operator shall pay all rents, fees, and other charges associated with each Commercial Aeronautical Activity as stipulated in the Board's regulations and/or as otherwise specified in a written agreement.
- (4) Combined Activities:
1. When more than one Activity is conducted at the Airport, the minimum standards shall be established by the Airport Manager.
 2. Depending upon the nature of the combined activities, the minimum standards shall not be:
 - a. less than the highest standard for each element (e.g., land, ramp, building/facility, hangar, parking, etc) within the combined activities; or
 - b. greater than the cumulative standards for all of the combined activities proposed.
 3. All Commercial and Non-commercial Activities must be conducted on the Airport. Through-the-Fence Operations will not be permitted. Leased Premises used for Commercial Aeronautical Activities that require public access shall have direct airside and landside access.
- (5) Products, Services and Facilities:
4. In addition to those products, services, and facilities specifically identified and required in Section IIA(34) - Fixed Base Operator, an FBO

may engage in any Activity or Activities, as long as the applicable standards specified herein are met.

5. A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Aeronautical Activities identified for a SASO in Section IIA(64) – Specialized Aeronautical Service Operator.
6. Operators are expected to:
 - a. provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to aviation consumers in all segments of the market;
 - b. charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers); and
 - c. consistently conduct activities in a safe, efficient, secure, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by experienced operators conducting comparable activities at comparable airports in similar or like markets.
- ii. No Exclusive Rights: No Operator shall be granted an exclusive right to engage in any commercial aeronautical activity on the Airport.
- iii. Non-Discrimination: Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, United States Department of Transportation (USDOT) and/or by federal, Kentucky, or local statute or ordinance; including the Sponsor Assurances. In the event of a breach of any such covenant, the Airport shall have the right to terminate any agreement and to reenter and repossess any land and/or improvements thereon, and hold the same as if said agreement had never been made or issued. Operator agrees that the Board may take such action as the federal, Kentucky, or local government may

lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Board by the USDOT, FAA or TSA, federal, Kentucky, or local statutes which are applicable to an existing agreement, Operator agrees to comply with the provisions thereof so long as the Agreement is in effect. Operator shall not discriminate against any person or class or persons by reason of race, creed, color, national origin, sex, age, or physical disability in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable regulatory measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VII of the Civil Rights Act of 1964, as amended.

- iv. Licenses, Permits, Certifications, and Ratings: Operator shall obtain and maintain, at its sole cost and expense, and post (display in a prominent location) all applicable licenses, permits, certifications and/or ratings required by any duly authorized agency for the activities being conducted by Operator and shall, upon request, provide copies to the Board within ten business days of request therefor.
- v. Personnel:
 - 1. The person managing the Operator's activity(ies) shall demonstrate experience managing a comparable activity(ies).
 - 2. For each activity being conducted by the Operator, Operator shall have in its employ, on duty, on the Leased Premises or readily available, during hours of activity, properly trained, fully qualified, and certified (as applicable or required) personnel in such numbers as are required to meet these Minimum Standards and the reasonable demands of the aviation public in a safe, secure, efficient, prompt, courteous, and professional manner. Such personnel shall be qualified and current in the function (position) for which they are employed. At least one employee shall be present and available to meet, greet, and serve customers.
 - 3. Operator shall control the conduct, demeanor, and

appearance of their employees. Operator shall maintain close supervision over Operator's employees to ensure that high quality products, services, and facilities are consistently being provided in the manner described above.

4. Operator shall have a responsible person on the Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours activities are conducted with respect to the method, manner, and conduct of the Operator and Operator's activities. When not at the Leased Premises, such individual shall be immediately available by telephone or pager.
- vi. Operational Status: All required aircraft, vehicles, and equipment must be fully operational, functional, and available at all times and capable of providing all required products and services. Aircraft, vehicles, and equipment can be temporarily unavailable (out-of-service) for inspections and maintenance (routine and/or emergency) so long as appropriate measures are taken to return the aircraft, vehicle, or equipment to service as soon as possible; however, Operator shall have at least one required aircraft, vehicle, or equipment in a fully operational and functional condition available at all times and capable of providing all required products and services.
- vii. Hours of Activity: Hours of activity shall be clearly posted in public view using appropriate and professional signage approved in advance, in writing, by the Airport Manager.
- viii. Safety and Security: The Board has overall responsibility for safety and security at the Airport as described in 14 CFR 139 and 49 CFR 1542. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual and the Airport Security Program. These standards and procedures may apply to Operator's activities.
- ix. Enforcement: Failure by Operators to comply with these Minimum Standards may result in fines and penalties, including without limitation suspension of authorized activities on the Airport or revocation of permission to

engage in such activities at the Airport until such time as these Minimum Standards are met. Failure to comply may also result in the termination of any agreement between the Operator and the Board. Operator shall obey all rules and regulations promulgated, from time to time by federal, Kentucky or local government, and the Airport, governing the conduct and operation of the Airport and its facilities.

(a) Reimbursement: In the event the Board is assessed and pays a fine resulting from an act, error, or omission of Operator, its employees, agents, or invitees, in violation of this Section, Operator shall reimburse the Board for such payment within thirty (30) days of Board invoice to Operator detailing such payment.

B. Commercial Aeronautical Activity Application

(1) Any Operator who desires to engage in a Commercial Aeronautical Activity at the Airport shall comply with the following.

(2) Application Process:

(a) The prospective Operator shall submit all of the information requested on the Application/Proposal (See Appendix A) and thereafter shall submit any additional information that may be required or requested by the Airport Manager in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, qualifications, capabilities, and /or capacity, etc.

(b) No application will be deemed complete that does not provide the Airport Manager and the Airport with the information necessary to allow the Airport Manager and the Board to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, and Land Use Plan.

(c) If the type of Commercial Aeronautical Activity(ies) being proposed is generally accepted by the Airport,

and requires the leasing of land and/or Improvements for a term greater than 12 months, a more formal public proposal process will be conducted by the Airport as required by Kentucky Revised Statutes. During this proposal process, Applicant shall be given the opportunity to provide more detailed information in its endeavor to obtain the right to engage in the Commercial Aeronautical Activity(ies) being sought by the Applicant.

(3) Approval Process:

(a) All applications will be reviewed and acted upon by the Board within ninety (90) days from the Board's receipt of the application, subject to any necessary FAA or other Agency review.

(b) Denial: Applications may be denied for one or more of the following reasons:

(i) The applicant does not meet qualifications, standards and/or requirements established by these Minimum Standards.

(ii) The applicant's proposed operations or construction will create a safety hazard on the Airport.

(iii) The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application and/or the operation will result in a financial loss to the Airport.

(iv) There is no appropriate or adequate available space on the Airport to accommodate the entire Activity of the applicant.

(v) The proposed operation, development and/or construction do not comply with the approved ALP.

(vi) The development or use of the Airport area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any present FBO/SASO

or tenant on the Airport, such as problems in relation to Aircraft traffic or service, preventing free access and egress to the existing FBO/SASO or tenant areas; or will result in depriving, without the proper economic study, an existing FBO/SASO or tenant of portions of its leased area in which it is operating.

(vii) Any party applying or having an interest in the business, has supplied false information, or has misrepresented or omitted any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

(viii) Any party applying, or having an interest in the business, that has a record of violating any Airport Regulations, or the rules and regulations of any other airport, or agency having jurisdiction over the Airport, or any other rule, regulation, law or ordinance applicable to the Airport or any other airport.

(ix) Any party applying, or having an interest in the business, has defaulted in the performance of any other agreement with the Board or any agreement at any other airport.

(x) Any party applying or having an interest in the business is not sufficiently credit worthy and responsible in the sole judgment of the Board to provide and maintain the business for which the application relates including prompt payment of amounts due and payable.

(xi) The applicant does not have the finances necessary to conduct the proposed operation for at least six months.

(c) The Airport reserves the right at any time to approve or disapprove any application to engage in Commercial Aeronautical Activities at the Airport. Such approval shall take into account the aforementioned standards along with an analysis of the business and/or aviation experience, background, and qualifications of the Applicant, the feasibility of the Applicant's proposal,

and the Applicant's financial capabilities and capacities to fully implement the proposal and successfully engage in the proposed Commercial Aeronautical Activities at the Airport. Final approval by the Airport shall be based upon a comprehensive evaluation of the proposal. If the Airport denies an application, Airport will provide a written statement specifying the reasons for disapproval. If such reasons are addressed and remedied to the satisfaction of the Board, applicant may request reconsideration by the Board in writing, within thirty (30) days of the denial. After this period, a new application/proposal for the same or similar activity or service may not be submitted for one (1) year.

C. Appeal Process: Any applicant may appeal the denial of a commercial operator permit by the Airport Manager to the Board by complying with the following:

1. Provide written notice of appeal to the Airport Manager within ten (10) calendar days of the denial;

2. Notice of appeal must be copied to the Chair and/or Chair-Elect of the Board for review and a hearing.

3. The Policies Committee of the Board shall render a decision in writing within thirty (30) calendar days of receipt of the Notice of Appeal.

4. An appeal from the final decision of the Board's Policies Committee may be made to the Chair of the Board if a written notice of appeal is filed with Airport counsel within thirty (30) days of the Policies Committee's final decision. Upon receipt of such notice of appeal, the Airport counsel shall immediately notify the Board Chair, who shall, after consultation with the Airport counsel, schedule a hearing on the matter. On any appeal, the final decision of the Board's Policies Committee shall be stayed, pending the outcome of the appeal before the Board Chair. The Board Chair shall conduct a full and impartial hearing on the matter before rendering any decision. The Board Chair may affirm, reverse, modify or remand back to the Policies Committee for reconsideration of the decision, in whole or in part. The decision of the Board Chair shall be made in writing and shall fully state the findings, conclusions and rationale for the decision. The decision of the Board Chair shall be final and any appeal therefrom may be taken to the circuit court in and for Warren County, Kentucky.

- D. Indemnification and Insurance: All existing and prospective Operators shall acquire and maintain, to the Board's satisfaction, the insurance coverages stipulated in Operator's Agreement or these Minimum Standards, whichever is greater. The Board shall be named additional insured (when applicable), and Operator shall furnish a current certificate of insurance to the Board whereby the insurer agrees to give Airport thirty (30) days notice of cancellation or change in insurance. Operator shall protect, defend, and hold the Board, its directors, officers, employees, agents, contractors, licensees or invitees completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to any agreement and/or the use or occupancy of the Leased Premises by Operator, the activities of Operator, or the acts, errors, or omissions of Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act, error, or omission of the Board, its directors, officers, employees, agents, contractors, licensees or invitees. The Board shall give to Operator reasonable notice of any such claims or actions.
- E. Taxes and Assessments: Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized agency associated with Operator's Leased Premises (land and/or improvements), Operator's improvements on the Leased Premises, and/or Operator's activities.
- F. New Activities: Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed, at such time, on a case-by-case basis, for such Activities and/or incorporated into Operator's Agreement.
- G. Existing Agreements:

It is understood that existing written agreements between the Board and existing Operators supersede these Minimum Standards at any place in which they conflict. Existing Operators, however, are requested to comply with the standards set forth herein that are not specifically addressed in the Operator's current agreement. All

entities will become subject to the then current Minimum Standards immediately following the expiration, early termination, and/or any modification to an existing agreement, through amendment, addendum, exercising a lease option, extension, renewal, or both

- H. Existing Operators: Persons who have performed aeronautical activities at the Airport for a period in excess of ten (10) years prior to adoption of these Minimum Standards may, upon recommendation of the Airport Manager, in the discretion of the Board evidenced by a writing signed by the Board Chair and/or Chair-Elect, be exempted from compliance with part or all of these Minimum Standards.
- I. Sublicense and Sublease Activity: All Sublicense/Sublease Agreements require the prior written approval of the Board; and all licensors remain jointly and severally liable with their sublicensees.
- J. Environmental: Operator shall at all times and in all respects comply with federal, Kentucky, or local laws, ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, and transportation of Hazardous Materials on, about, or from the Airport.
- K. Spill Plan: Operators using or selling fuel, chemicals, or other products considered by federal, Kentucky, or local authorities to be pollutants or hazardous shall provide a fuel and/or chemical spill plan for approval by the Airport Manager and appropriate environmental agencies prior to Operator's use/sale of such products.
- L. Amendments. Amendments to the Minimum Standards may be proposed by the Airport Manager, Board, counsel or any Airport user. Any proposal for change shall be in writing, forwarded to the Airport Manager for review, with the Board, as necessary. The Board may, in its discretion, post the proposal on the Airport's website to solicit comments for a defined period not to exceed thirty (30) days. Comments must be submitted in writing to the Airport Manager and received within the comment period. After considering the comments, the Board will vote to approve or disapprove the proposed amendment. If approved the amendment will be incorporated into the next update of the Minimum Standards. Approved amendments are effective immediately.

4. FIXED BASE OPERATOR

A. Definition:

- (1) A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products and services and the rental or leasing of facilities to include, at a minimum, the following Activities at the Airport:
 - (1) Aircraft fueling (both Jet Fuel and Avgas) and lubricants;
 - (2) Aircraft line (ground) services and support;
 - (3) Aircraft parking (including tie-down) and hangar;
 - (4) Aircraft maintenance; and
 - (5) Miscellaneous customer services/amenities.
- (2) In addition to the general requirements as described in IIA (34), FBO shall comply with the minimum standards set forth in this Section.
- (3) An FBO may engage in any SASO Activity not mentioned above. An FBO may sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements of an FBO) with the exception of fueling, line (ground) services and support, parking and hangar (which shall be provided by the FBO's employees using the FBO's vehicles, equipment, and resources), provided that the sublicense and/or sublease agreement is approved in writing in advance by the Board. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can sublease space from an FBO in order to meet minimum standards as long as the FBO meets the Leased Premises requirement for an FBO and the SASO activity.

B. Fuel Storage:

- (1) FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.
- (2) FBO shall have a fixed fuel storage system (in a location designated by the Airport), containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable standards. Above ground storage tanks shall be built, installed, operated and maintained in accordance with all federal, Kentucky and local

regulations. Underground storage tanks are prohibited.

- (3) The fuel storage system shall have at least twenty thousand (20,000) gallons of storage for each type of fuel the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities together with an approved Spill Plan submitted to the Board (at least 30 days prior to commencing operations) and kept current by the Operator.
- (4) FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste. FBO shall provide monthly fuel reports identifying the total gallons of fuel delivered by type and category, to the Board.

C. Fueling Equipment: FBO shall have mobile Refueling vehicles (Refuelers), designed and built specifically for the purpose of fueling aircraft, self-propelled, properly marked/labeled with type of fuel being carried/dispensed, equipped with an accurate metering device, and having separate dispensing pump for each grade of Fuel being carried/dispensed. FBO shall have at least one Refueler for Avgas having a minimum 500 gallon capacity and at least one Refueler for Jet Fuel having a minimum 1,500-gallon capacity and "over-the-wing" and "single point" fueling capability. All Refuelers shall have "bottom loading" capabilities. If Operator elects to maintain the minimum Refuelers required by this Section IV, Operator must be able to provide interim service through either a back up Refueler or a written operating agreement with another FBO on the Airport while Operator's equipment is out of service.

D. Other Equipment: FBO shall provide tie down facilities and equipment including without limitation ropes, chains and other types of restraining devices (e.g., wheel chocks); adequate loading, unloading and towing equipment (a least one tug and a variety of towbars) to safely and efficiently move aircraft as necessary; equipment for repairing and inflating aircraft tires, servicing oleo struts, changing oil, washing aircraft and aircraft windows and recharging or energizing discharged Aircraft batteries and starters; oxygen and nitrogen; equipment to clean the interior and exterior of aircraft; telephones and radios to contact to service personnel; tools, jacks, ground power units, lavatory service cart, and crew/courtesy vehicles. All equipment shall be able to service and/or support the aircraft which normally frequent the Airport.

E. Personnel:

- (1) Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times properly uniformed. Uniforms shall identify the name of the FBO and the employee and shall be clean, neat, professional, and properly maintained. Management and administrative personnel shall not be required to be uniformed.
- (2) FBO shall have at least one properly trained and fully qualified employee during hours of activity to provide fueling, line (ground) services and support, parking, tie-down, and hangar. FBO shall have at least one properly trained and fully qualified employee on site 24 hours a day to provide customer service and support. FBO shall have at least one properly trained and fully qualified Airframe and Powerplant Mechanic during hours of activity.
- (3) All personnel engaged in fueling operations shall be fully instructed and trained in proper fueling procedures as required by NFPA, Advisory Circulars, EPA, any other federal, Kentucky, or local authority (and any other applicable) standards.

F. Hours of Activity:

- (1) FBO shall make provisions for its Leased Premises to be open from 8:00 a.m. to 5:00 p.m., seven (7) days per week, including holidays, for all activities other than fueling, line (ground) services and support, parking, tie-down, and hangar.
- (2) Fueling, line (ground) services and support, parking, tie-down, and hangar shall be available 24 hours a day, seven days per week, including holidays, at any other time when the Air Traffic Control Tower, if any, is operational, and available all other times (after hours), on-call, with a response time not to exceed 60 minutes.
- (3) Aircraft recovery (removal) services shall be provided within 30 minutes of notification that such services are required.
- (4) The Board reserves the right to require that facilities be open and staffed during other times (beyond the minimum required hours) based on public benefit and/or need.

G. Aircraft Removal: FBO shall provide appropriate recovery services and Equipment necessary to promptly remove disabled aircraft with a gross landing weight of 30,000 lbs or less, from the airfield on request by the Board or the owner or operator of the disabled Aircraft.

- H. Charter Services: FBO shall provide to the public contact information and telephone numbers for multiengine IFR charter service as a 14 CFR 135 air carrier.
- I. Flight Instruction: FBO shall provide to the public contact information and telephone numbers for primary and advanced flight and ground instruction.
- J. Miscellaneous Customer Service: The FBO shall provide the following customer services:
- (1) services to facilitate airborne customer requests;
 - (2) a discrete vending area within the FBO Leased Premises with the availability of both hot and cold beverages and prepacked snacks;
 - (3) discrete flight planning area properly equipped with desks, chairs, and appropriate wall charts, AIM, NOTAM's board, a direct telephone line to a weather station and a monitor for the Airport;
 - (4) conveniently located public pay and credit card only telephones;
 - (5) a retail sales counter adequately stocked with current charts, flight planning aids and miscellaneous small flight aid and comfort accessories;
 - (6) a convenient, comfortably furnished, public waiting area (customer lounge), with adjoining restroom facilities;
 - (7) rental car availability upon one (1) hour prior request;
 - (8) aviation grade in-flight oxygen refills upon 24-hour prior request;
 - (9) acceptance of one or more national bank and/or oil company credit cards for fueling, line and related services; and
 - (10) at least one dedicated courtesy vehicle.
- K. Optional Services:
- (1) Dealership: The FBO may maintain a national airframe dealership and may provide both new and used aircraft sales as part of its national airframe dealership obligation. In addition, the FBO may maintain one or more national dealerships in Aircraft engines, accessories, instruments and avionics.

- (2) Special Flight Services: The FBO may provide aerial sightseeing and aerial photography, provided, however, that all such services are conducted in compliance with these Minimum Standards.
 - (3) Flight Instruction: The FBO may provide primary and advanced flight and ground instruction.
 - (4) Aircraft Rental: The FBO may provide rental aircraft.
- L. Insurance: The FBO shall procure and maintain the minimum insurance stipulated in its written agreement with the Airport and/or these Minimum Standards, whichever is greater.
- M. Fees: The FBO shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Board's Regulations and may be changed, from time to time, by the Board.

5. SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASO)

- A. Definition: A SASO is a Commercial Operator that engages in any one or a combination of the following Aeronautical Activities, as authorized (permitted) by the Board:
 - (2) Aircraft maintenance and repair service; or
 - (3) Avionics, instrument, and/or propeller maintenance, repair, or overhaul service; or
 - (4) Aircraft rental/flight training; or
 - (5) Aircraft sales; or
 - (6) Aircraft charter, air taxi, air ambulance, or management; or
 - (7) Commercial hangar operator; or
 - (8) Other Commercial Aeronautical Activities including, but not limited to, limited aircraft services and support, miscellaneous commercial services and support, and air transportation services for hire.
- B. Other: A SASO is not permitted to sell, provide (barter, trade, or exchange), or dispense fuel (aviation or otherwise) to aviation consumers, the public, or any other Operator. An FBO may sublicense any required aviation

services to a SASO (i.e., a SASO can fulfill any part of the mandatory requirements of an FBO except fueling, line (ground) services and support, parking, tie-down, and hangar) provided that the sublicense and/or sublease agreement are approved in writing in advance by the Airport. SASOs must meet all applicable requirements for the sublicense operation.

C. Aircraft Maintenance Operator

(1) Definition:

- (a) An Aircraft Maintenance Operator defined at IIA(5). In addition to the General Requirements set forth in Section III, Operator shall comply with the following minimum standards set forth in this Section V.
- (b) FBOs shall comply with these minimum standards set forth for Aircraft Maintenance Operators.

(2) Aircraft Painting: For paint, varnish or lacquer spraying operations, the arrangement, construction, and ventilation of spraying booths, the storage of materials, disposal of hazardous waste (byproducts), and employee safety shall be in accordance with federal, Kentucky and local fire prevention and environmental standards.

(3) Licenses and Certification: Operator shall be properly certificated as an FAA Repair Station as defined by 14 CFR 145 with ratings appropriate for the services provided. In the case of a new operation, Operator must acquire all applicable repair station certifications within six (6) months of operation initiation.

(5) Personnel: Operator shall have at least one properly trained, fully qualified, and FAA certificated Airframe and Powerplant Mechanic (with ratings appropriate for the services being provided/work being performed) and at least one customer service representative, who shall be on duty, at the Leased Premises or readily available to the public, during the hours of activity. Operator shall also have at least one person available who can supervise and inspect the work for which the Repair Station is rated.

(6) Equipment: Operator shall provide sufficient tools, equipment, supplies and access to (availability of) parts as required for certification as an FAA Repair Station pursuant to IIA(63) hereof.

(7) Hours of Activity: Operator shall be open and services shall be available to meet the reasonable demands of the public for this

activity during normal business hours (8:00 a.m. to 5:00 p.m.) five days per week and available after hours, on-call, with a response time not to exceed 60 minutes.

- (8) Insurance: Operator shall procure and maintain the greater of the minimum insurance coverages stipulated in the Operator's agreement with the Board or these Minimum Standards.
- (9) Fees: Operator shall pay all fees associated with this activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Board's Regulations and may be changed from time to time by the Board.

D. Avionics/Instrument Maintenance Operator

- (1) Definition: An Avionics or Instrument Maintenance Operator is defined at IIA(18) hereof. In addition to the General Requirements set forth in Section III, Operator shall comply with these minimum standards set forth in this Section IV.
- (2) Licenses and Certification: The Operator shall be properly certified as an FAA Repair Station with ratings appropriate for the type of service being provided. In the case of a new operation, the Operator must acquire all applicable Repair Station certifications within six months of operation initiation.
- (3) Personnel: Operator shall have at least one properly trained, fully qualified, and FAA certificated technician (with licenses and/or ratings appropriate for the services being provided/work being performed) on duty, on the Leased Premises or readily available to the public, during the hours of activity.
- (4) Equipment: Operator shall provide sufficient tools, equipment, supplies, and availability of parts as required for certification by FAA as an approved Repair Station.
- (5) Hours of Activity: Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. to 5:00 p.m.), five days per week and available after hours, on-call with a response time not to exceed 60 minutes.
- (6) Insurance: Operator shall procure and maintain the greater of the minimum insurance coverages stipulated in the Operator's Agreement with the Board or these Minimum Standards.

- (7) Fees: Operator shall pay all fees associated with this activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Board's Regulations and may be changed from time to time by the Board.

E. Aircraft Rental/Flight Training Operator

(1) Definition:

- (a) An Aircraft Rental Operator is defined in IIA(8).
- (b) A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing aircraft and providing such related ground school instruction as required for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved. A person holding a current FAA flight instructor's certificate who gives flight instruction to an owner of an aircraft in the owner's aircraft (and does not provide or make flight instruction available to the public) shall not be deemed a Commercial Operator.
- (c) In addition to the General Requirements set forth in Section III, Operator shall comply with these minimum standards set forth herein.

- (2) Licenses and Certification: Operator shall meet and maintain all applicable requirements for services offered.

- (3) Personnel: Operator shall have at least one properly trained, fully qualified, and FAA certificated flight instructor (with ratings appropriate for the services being provided/training being performed and current medical certification) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of Activity. For aircraft rental, the FAA certificated flight instructor shall be able to provide competency checks, check rides, and/or transition training in (for) all Aircraft available for rental.

(4) Equipment:

- (a) Operator shall have available either owned or under written lease and under full and exclusive control of Operator, at least

one properly certified and continuously airworthy aircraft capable for flight under instrument conditions.

- (b) For flight training, Operator shall have available, at a minimum, adequate mock-ups, still and/or motion pictures, or other training aids that are necessary to provide proper and effective ground school instruction.
- (5) Hours of Activity: Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. to 5:00 p.m.), five days a week and after hours by prior arrangement (appointment).
- (6) Insurance:
 - (c) Operator shall procure and maintain minimum the greater of the insurance coverages stipulated in Operator's Agreement with the Board or these Minimum Standards.
 - (d) Disclosure Requirement: Any Operator conducting Aircraft rental or Flight Training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Manager.
- (7) Fees: Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Board's Regulations and may be changed from time to time by the Board.

F. Aircraft Charter/Management Operator

- (1) Definition:
 - (c) Charter: An Aircraft Charter Operator is defined at IIA(4).
 - (d) Management: An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management services (for Aircraft not owned by the Operator) including, but not limited to, flight scheduling and dispatching and flight crew (pilot) services to the public (and/or coordinating aircraft fueling, line services, ground handling, maintenance, and storage for or on behalf of the public).

- (e) In addition to the General Requirements set forth in Section III, Operator shall comply with the minimum standards set forth in this Section V.
- (2) Licenses and Certification: Operator shall maintain the appropriate FAA certification and approvals required to meet the standards set forth in this category for Operator and any aircraft or other equipment utilized to engage in the Activity and shall provide copies of all required certifications and approvals to the Airport prior to engaging in the activity and update same any time changes are made or occur.
- (3) Personnel: Operator shall have the required number of properly trained, fully qualified, and FAA certificated pilots for the aircraft being operated (with ratings appropriate for the services being provided and current medical certification) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of the activity.
- (4) Equipment: For Aircraft Charter, Operator shall provide, either owned or under a written lease and under the full and exclusive control of Operator, the type, class, size and number of aircraft intended to be used by the Operator, but not less than one certified and continuously airworthy single-engine four-place Aircraft equipped, certified for, and capable of flight under instrument flight rules (metrological) conditions.
- (5) Hours of Activity: For Aircraft charter, Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. to 5:00 p.m.), five days per week and available after hours, on-call with a response time not to exceed 60 minutes.
- (6) Insurance: Operator shall procure and maintain the greater of the minimum insurance coverages stipulated in the Operator's agreement with the Board or these Minimum Standards.
- (7) Fees: Operator shall pay all fees associated with this activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Board's Regulations and may be changed from time to time by the Board.

G. Aircraft Sales Operator

- (1) Definition:

- (f) An Aircraft Sales Operator is defined at IIA(9).
 - (g) New Aircraft Sales: Operator shall engage in the sale of new aircraft through franchises or licensed dealerships (if required by Kentucky or local authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of aircraft sold.
 - (h) Used Aircraft Sales: Operator shall engage in the purchase and sale of used aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.
 - (i) General: Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the Aircraft being sold available for demonstration.
 - (j) In addition to the General Requirements set forth in Section III, Operator shall comply with the following minimum standards set forth in this Section.
- (2) Licenses and Certifications: Operator shall maintain all applicable licenses, certifications, and ratings for all aircraft being offered for sale.
 - (3) Personnel: Operator shall have at least one properly trained, fully qualified, and FAA certificated pilot (with ratings appropriate for the aircraft being sold and current medical certification) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of activity. The FAA certificated pilot shall be able to provide demonstration flights in (for) all the aircraft available for sale.
 - (4) Equipment: Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted.
 - (5) Hours of Activity: Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. to 5:00 p.m.) five days per week and available after hours by prior arrangement

(appointment).

- (6) Insurance: Operator shall procure and maintain the greater of the minimum insurance coverages stipulated in Operator's Agreement with the Airport or these Minimum Standards.
- (7) Fees: Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Airport's Regulations and may be changed from time to time by the Airport.

H. Specialized Commercial Aeronautical Operator

(1) Definition:

- a) A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing:
 - (i) limited Aircraft services and support;
 - (ii) miscellaneous commercial services and support; or
 - (iii) air transportation services for hire.
- b) Limited aircraft services and support may include aircraft, engine, or accessory washing and cleaning and other miscellaneous activities directly relating to Aircraft services and support.
- c) Miscellaneous Commercial services and support may include:
 - i) ground schools;
 - ii) simulator training;
 - iii) charter flight coordinators;
 - iv) aircrew management; or
 - v) any other activities directly related to supporting or providing support services for a Commercial Aeronautical Activity.
- d) Air transportation services for hire may include:

- i) non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport);
- ii) aerial advertising;
- iii) aerial photography or survey; power line, underground cable, or pipe line patrol;
- iv) fire fighting; or
- v) any other activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).

e) In addition to the General Requirements set forth in Section III, Operator shall comply with the minimum standards set forth in this Section.

- 2) Licenses and Certifications: Operator shall have and provide to the Airport Manager evidence of all licenses, certificates, or ratings that are required to engage in the activity.
- 3) Personnel: For air transportation services for hire, Operator shall have the required number of properly trained, fully qualified, and FAA certificated pilots for the aircraft being operated (with ratings appropriate for the services being provided and current medical certification) on duty during the hours of activity.
- 4) Equipment: Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, equipment, and for air transportation for hire, one continuously airworthy aircraft. Operator shall have sufficient supplies and parts available to support the Activity.
- 5) Hours of Activity: Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport and at comparable airports.
- 6) Insurance: Operator shall procure and maintain the greater of the minimum insurance coverages stipulated in the Operator's Agreement with the Airport or these Minimum Standards.

- 7) Fees: Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Airport's Regulations and may be changed from time to time by the Airport.

I. Independent Aircraft Maintenance Operators

(1) Definition:

a) An Independent Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance as defined in 14 CFR Part 43 at the Airport for based aircraft without a business presence (place of business) at the Airport (i.e., Operator does not lease land and/or improvements at the Airport.

b) In addition to the General Requirements set forth in Section III, Operator shall comply with the following minimum standards set forth in this Section.

(2) Licenses and Certifications: Operator shall be properly trained, fully qualified and in possession of current valid FAA certificates with licenses and/or ratings appropriate for the services being provided (work being performed) and provide evidence of same to the Airport Manager prior to engaging in the activities at the Airport.

(3) Equipment: Operator shall have sufficient tools, equipment, supplies, and access to parts appropriate for the services being provided (work being performed) at the Airport.

(4) Insurance:

(a) Operator shall procure and maintain the greater of the minimum insurance coverages stipulated in the Operator's Agreement with the Airport or these Minimum Standards.

(b) The Airport shall review the insurance requirements annually to determine the availability and industry standards for such coverage necessary as set forth in this subsection.

5) Fees: Operator shall pay all fees associated with this activity. Current rates are listed in the Airport's Regulations and may be

changed from time to time by the Airport.

J. Flying Clubs. All flying clubs which desire to base their aircraft and operate on the Airport must comply with the requirements of these Minimum Standards.

The Club will operate pursuant to a Permit issued by the Airport Manager. Except as otherwise provided in any agreement or the Permit, the Flying Club shall operate under the following conditions:

1) Flying Clubs may not offer or conduct charter, air taxi or rental of aircraft. Flying Clubs may not conduct aircraft flight instruction except for regular members, and only members of the Flying Club may operate the aircraft. No Flying Club will permit its aircraft to be utilized for the giving of flight instruction to any person except when such instruction is given by an Airport tenant which provides flight training in accordance with an agreement with the Airport.

2) Any qualified mechanic who is a registered member of the Flying Club may conduct maintenance work on the aircraft provided that the Flying Club has received a Permit to conduct such maintenance from the Airport and complies with the Rules and Regulations of the Airport. Compensation for such maintenance work is limited to credit against payment of dues or flight time.

3) All Flying Clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or entity, other than a member of the Club at the Airport, except that the Flying Club may sell or exchange its capital equipment. The Airport reserves the right to audit the Flying Club for the purpose of verifying that their books, records and receipts are in compliance with these Minimum Standards.

4) The Flying Club, with its commercial operator Permit/Application/Proposal will furnish the following information and maintain such information current and available at all times at the Airport:

(a) Charter and Bylaws

(b) Ownership Agreement

(c) Articles of Association or Incorporation

- (d) Proof of aircraft ownership
- (e) Membership roster
- (f) List of officers and directors
- (g) Other documentation supporting the Club's existence, if available
- (h) Safety plan.

5) Flying Club shall protect, defend, reimburse, indemnify, and hold the Airport, its agents, employees and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, damages, attorney fees and causes of action of every kind and character (unless caused by the Airport's negligence or intentional act) by reason of any damage to property or the environment, including without limitation any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be contaminants at the time the Permit is issued or as may be redefined by the appropriate regulatory agencies in the future, or bodily injury (including death) incurred or sustained by any party, agent or employee of any party, or other person or governmental agency arising out of or incident to or in connection with the Flying Club's performance under its Permit, use or occupancy of its premises, Flying Club's acts, omissions or operations or the performance, non-performance or purported performance of its Permit or breach of the terms of its Permit. Flying Club recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant.

6) Flying Club agrees, at its expense, to maintain in force liability insurance covering bodily injury and property damage and such other insurance as may be necessary to protect the Airport from the claims and actions set forth in the foregoing indemnity clause. Such insurance will include the Airport as an additional insured under the policies as to the operations of the Flying Club on the Airport for all aircraft. The naming of the Airport as an additional insured and such policies of liability insurance will not thereby cause the Airport to be deemed a partner or joint venturer with the Flying Club and its business conducted at the Airport. The Flying Club will provide the Airport Manager insurance certificate or accord,

accepted to the Airport, evidencing the types and coverage of insurance for all aircraft. No approval of any Permit will be issued until properly completed insurance certificates are presented to and accepted by the Airport Manager.

7) Prior to the conduct of the Flying Club's operations on the Airport, the Flying Club, without expense to the Airport, will obtain and cause to be kept in force at all times during the term of the Permit, liability insurance issued by a company acceptable to the Airport as provided in Appendix 2.

8) The operation of the Flying Club will at all times be non-commercial and the conduct of any commercial activity by the Flying Club, or the violation of any portion of this directive, will be grounds for immediate suspension or cancellation of the authorization to operate the Flying Club on the Airport.

9) Compliance with the insurance requirements and these Minimum Standards does not relieve the Flying Club of its liability, or obligation to indemnify the Airport as set forth in the Minimum Standards.

10) Flying Clubs organized and managed by and through an FBO doing business at the Airport are not subject to these provisions.

Adopted: January 12, 2016

APPENDIX A

BOWLING GREEN-WARREN COUNTY REGIONAL AIRPORT

COMMERCIAL OPERATOR PERMIT APPLICATION/PROPOSAL

THIS COMMERCIAL OPERATOR PERMIT is by and between BOWLING GREEN-WARREN COUNTY REGIONAL AIRPORT ("Airport"), and _____, a _____, having offices at _____ hereinafter referred to as "Operator" or "Permittee".

PERMITTEE IS AUTHORIZED to perform the services set forth in Article 1 below at the Airport in consideration of the payment of fees set forth in Article 3 below and in compliance with the Airport's Rules and Regulations then in effect, if any, Minimum Standards for Commercial Aeronautical Activities and the terms and conditions of this Permit.

Permittee's Federal Employer Identification Number/Social Security Number is _____.

Name of Principal:

Phone Number: () _____ (Home) Email: _____
() _____ (Office) Facsimile: _____
() _____ (Cell)

Name of Local Manager:

Phone Number: () _____ (Home) Email: _____
() _____ (Office) Facsimile: _____
() _____ (Cell)

Check one:

_____ Non-Lease Tenant (business located on the Airport)

_____ Non-Tenant Operator (business located off Airport property)

1. SERVICES/ACTIVITIES AUTHORIZED TO BE PERFORMED

Operator is authorized to provide at the Airport the following activities and/or services, (the "Activities"):

Aircraft to be used by Operator in the conduct of its Activities is/are:

Make: _____

Model: _____

Year: _____

Tail Number: _____

In consideration of the granting of this Permit by the Airport, the Permittee agrees that it shall conduct its business Activities and render its Services in a professional manner consistent with the Airport's Minimum Standards for Commercial Aeronautical Activities, industry standards and sound business practices.

2. LOCATION FOR THE CONDUCT OF ACTIVITIES

For reasons of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport, the Airport shall, in its sole discretion, designate and/or approve the location on the Airport from which Operator will conduct its Activities/provide its Services.

The approved location for conduct of Permittee's Activities and/or provision of Services under this Permit is:

3. FEES

Operator shall pay to the Airport the applicable Permit Fee set forth in the Fee Schedule attached hereto.

Fees shall be paid in advance, by check or money order payable to the Bowling Green-Warren County Regional Airport. This Permit is not issued until all checklist items have been met and Airport has confirmed receipt of good funds.

4. TERM

The term of this Permit shall be for a period of ONE YEAR commencing on _____ and terminating on _____. The Airport may terminate this Permit on 24 hours notice if the Operator fails to pay any amounts required to be paid by this Permit. If the Operator breaches any other provision of this Permit or violates the Airport Minimum Standards and/or the Airport Rules and Regulations, the Airport will give the Operator notice of such default. If within five (5) days after the Airport gives such notice, Operator has not cured such default, this Permit and all rights and privileges granted herein will be terminated by the Airport with no further notice.

5. NO ASSIGNMENT OR SALE OF PERMIT

This Permit is not transferrable. Operator will not sell, convey, transfer, or assign this Permit. Any attempt to sell, transfer or assign this Permit shall automatically cancel this Permit.

6. LEASE

As a condition to conduct of the Activities and/or provision of the Services authorized herein, Operator shall:

- a. If occupying space rented directly from the Airport, possess a current and valid Lease for the usage of the space, or;
- b. If occupying space rented directly from a Tenant of the Airport, possess a current and valid Sublease and submit it to the Airport, for its approval; and
- c. Pay all fees and charges outlined in the Permit Fee Schedule. This section does not apply to non-tenant businesses.

7. AIRPORT NOT LIABLE

The Airport shall not in any way be liable for any cost, liability, damage or injury including without limitation costs of suit and/or legal fees or services, claimed or recovered by any person whomsoever, occurring on the Airport, or as a result of any operations, activities, services, works, acts or omissions performed on the Airport, by the Operator, its agents, employees, contractors, guests or invitees.

By acceptance of this Permit, Permittee agrees to indemnify and hold harmless Airport, its Board, agents and employees from and against all damages and expenses incurred as a result of Permittee's acts or omissions at the Airport and/or in the use of this Permit.

8. RULES AND REGULATIONS AND COMPLIANCE

a. Operator shall observe and obey any and all Airport Rules and Regulations in effect, if any, as from time to time amended. The Airport Board reserves the right to deny access to the Airport and its facilities to any person, or entity who/which fails or refuses to obey and comply with such Airport Rules and Regulations.

b. Operator shall obtain all licenses, certificates, Permits or other authorization from all governmental authorities having jurisdiction over the Operator's operations at the Airport.

9. TERMINATION OF PERMIT

Upon the expiration or termination of this Permit, Operator shall immediately cease all its operations at the Airport.

10. RIGHTS NON-EXCLUSIVE

Operator acknowledges that all operating rights and privileges granted hereunder are **non-exclusive** and the Airport reserves the right to authorize others to perform the same or similar services in its sole discretion.

11. COMMUNICATIONS

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when personally delivered, sent by confirmed facsimile or email, or deposited in the U.S. Mail, registered or certified mail, return receipt requested, addressed to the recipient, at the address set forth below:

To Airport: _____

To Operator: _____

12. INSURANCE

Operator shall, at its own cost and expense, acquire and maintain such insurance for the term of this Permit as is required under the Airport's Minimum Standards for Commercial Aeronautical Activities and Appendix 3, Schedule of Minimum Insurance Requirements. Operator shall provide the Airport Manager a copy of its Accord or Certificate of Insurance satisfactory to Airport at the time this Permit is signed and delivered to the Airport Manager's office.

13. REVOCATION

This Permit may be revoked by the Airport Manager for cause upon five (5) calendar days notice to Operator; or immediately if Airport Manager determines in his discretion that Operator's activities are a threat to the safety or security of the Airport or its users. Causes for revocation include but are not limited to:

- a) Breach of any agreement with Airport;
- b) Failure to make timely payment of fees, fines or other sums due to Airport;
- c) Violation of any rule, regulation, security requirement, or Minimum Standard of the Airport now existing or hereafter adopted; or
- d) Any act or omission of the Operator which poses a danger to the public health, safety or welfare, or affecting Airport operations.

Revocation is subject to the Appeal process described in Section III(A)(13)(b) of the Minimum Standards.

14. CERTIFICATION

BY SIGNING THIS PERMIT, Operator certifies that Operator has read and understood the Airport Rules and Regulations and the Airport Minimum Standards for Commercial Aeronautical Activities, as amended, and that all information provided on this Permit is true, accurate and complete to the best of Operator's knowledge.

SIGNATURE BLOCK FOR ENTITY:

OPERATOR/PERMITTEE NAME

BY: _____ DATE: _____
Signature: _____
Its: _____

SIGNATURE BLOCK FOR INDIVIDUAL:

Signature: _____
Printed Name: _____ DATE: _____

AIRPORT ADMINISTRATIVE USE ONLY:

Insurance Certificate Received ☐ Yes ☐ No ☐ n/a

Payment received ☐ Yes ☐ No ☐ n/a

Permit Approved

By: _____

Date: _____

Susan Harmon, Airport Manager

APPENDIX B

BOWLING GREEN-WARREN COUNTY REGIONAL AIRPORT MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

SCHEDULE OF COMMERCIAL OPERATOR PERMIT FEES*

Commercial Operator Permit Fees:

- | | |
|------------------------|---|
| A. Non-Lease Tenant | \$200.00 annually, prorated to January 1
(must be paid in advance at the time Permit is issued) |
| B. Non-Tenant Operator | \$500.00 annually, prorated to January 1
(if paid in-full at the time the Permit is issued) or
\$50.00 per month (twelve (12) payments) |

*The above fees are subject to change annually as part of the Airport's budget process.

Adopted: January 12, 2016

APPENDIX C
BOWLING GREEN-WARREN COUNTY REGIONAL AIRPORT
MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

1. Authorized Insurance Companies and Certificates of Insurance:

Any insurance policy shall be written by insurance companies authorized to do business in the Commonwealth of Kentucky and shall be written by companies approved by the Airport, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Airport at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain:

- (a) a statement of the coverage provided by the policy;
- (b) a statement certifying the Airport to be listed as an additional insured in the policy;
- (c) a statement of the period during which the policy is in effect;
- (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to Airport.

2. Self Insurance:

Self insurance is subject to approval by the Airport, which may be withheld or conditioned in Airport's sole discretion. Permittee that is self insured for liability shall provide the following documentation to the Airport: Financial statements certified by an independent licensed accountant that they have the financial capacity to meet any and all obligations to indemnify the Airport, its agents and employees to the fullest extent required by law. The business shall supply annual financial statements to the Airport to demonstrate maintenance of their financial condition. If the financial condition of the Airport should change at any time during the term of the Permit to the extent that the Operator's ability to meet all financial obligations of this section is not possible then the Operator will have ten (10) days to secure liability insurance to meet the conditions of this Permit. Verbal notice from the Airport or business shall be sufficient to enact this condition. At any time, the Airport, for any reason in its discretion, may give notice to the Permittee that the proof of financial condition is insufficient and the Permittee shall provide liability insurance and notice to the Airport pursuant to this section.

Minimum Insurance Requirements. The tenant minimum insurance requirements for each type of Airport Operator is presented in the table below.

Adopted: January 12, 2016

APPENDIX C

SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

	Comprehensive Airport Liability	Commercial Aviation Policy	Environmental Liability*	Commercial Automobile
FBO/SASO	\$500,000	\$500,000	\$1,000,000/\$2,000,000	\$1,000,000
Airframe & Powerplant Repair	\$500,000	\$500,000	\$500,000/\$1,000,000	\$500,000
Aircraft Component Repair	\$500,000	\$500,000	\$500,000/\$1,000,000	\$500,000
Aircraft Rental	\$500,000	\$500,000	N/A	\$500,000
Flight Training	\$500,000	\$500,000	N/A	\$500,000
Aircraft Sales	\$500,000	\$500,000	N/A	\$500,000
Air Charter Operations	\$500,000	\$500,000	N/A	\$500,000
Commercial Operating Permittee	\$500,000	\$500,000	N/A	\$500,000
Rental Car Business	\$500,000	\$500,000	N/A	\$500,000
Flying Clubs	\$500,000	\$500,000	N/A	\$500,000
Ultralight Operators	\$500,000	\$500,000	N/A	\$500,000
Skydiving Operators	\$500,000	\$500,000	N/A	\$500,000
T-Hangar Tenant	Full Replacement Value			

*Note: First value indicates coverage required per incident/Second value indicates total coverage required