



Ordinance No. 19 – 05
Minimum Standards for Commercial Aeronautical Activities
at
Fort Wayne International Airport

The text of the Minimum Standards for Commercial Aeronautical Activities at Fort Wayne International Airport is attached hereto and incorporated herewith.

Ordinance No. 19 - 05 supersedes any previous Commercial Minimum Standards Ordinances or Resolutions.

Ordinance No. 19 - 05 is effective January 1, 2020.

Introduced this 15th day of November, 2019 by: _____
Timothy J. Haffner, Secretary

Signatures on File

APPROVED: 16th day of December, 2019 by:

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FORT WAYNE – ALLEN COUNTY AIRPORT AUTHORITY

FORT WAYNE INTERNATIONAL AIRPORT

**MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL
ACTIVITIES**

ORDINANCE NO. 19 - 05

EFFECTIVE January 1, 2020



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SECTION ONE - PREAMBLE & POLICY

GENERAL

The Fort Wayne-Allen County Airport Authority (the “Authority”), owner and operator of the Fort Wayne International Airport (the “Airport”) hereby does establish the following Policy for the Minimum Standards for Commercial Aeronautical Activities (herein after the “Commercial Minimum Standards”):

The Commercial Minimum Standards are intended to be the threshold entry requirements for those wishing to provide commercial aeronautical activities or services to the public, and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition, and to protect the public from irresponsible, unsafe and/or inadequate services/activities. These Commercial Minimum Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport and the promotion of fair competition at the Airport. The uniform application of these Commercial Minimum Standards, containing the minimum levels of service that must be offered by prospective and/or existing service providers, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the Airport patrons.

In return for the privilege of conducting commercial aeronautical activities or services on the Airport, operators should be required to meet certain minimum standards that will:

- a) Govern the quality and level of services that are offered to the public;
- b) Protect patrons from irresponsible, unsafe or inadequate service;
- c) Discourage the unqualified provider for the protection of both the established operator and the public;
- d) Prevent revenue from being diverted from the Airport;
- e) Assist in eliminating charges of discrimination – fairness dictates that businesses that derive similar benefits from use of the Airport should also meet similar standards and pay similar fees;
- f) Encourage orderly development;
- g) Assist Authority staff by establishing consistent policy to avoid conflict of interest and politically motivated pressures; and
- h) Protect community interest. Act in a manner to maximize benefit to the community.

ADMINISTRATION AND POLICY OVERSIGHT

Administration of these Commercial Minimum Standards shall be by the Executive Director of Airports (the “Director”) and Authority staff.

The Director shall perform policy-making aspects of these Commercial Minimum Standards with ultimate authority residing with the Fort Wayne – Allen County Airport Authority Board (the “Board”).

AMENDMENT OF STANDARDS

In adopting the standards set forth herein, the Board expressly acknowledges that the same are subject to change by amendment or cancellation, in whole or in part, from time to time, by this or any future Board and that no rights shall accrue to any FBO, SASO or third party by virtue of this adoption of these Standards.

OWNER'S RIGHTS

The establishment of these Commercial Minimum Standards does not alter the Board's proprietary right to engage in the development of Airport property as it deems prudent, including development of Commercial Aeronautical Activities historically exercised by the Board or which are not otherwise conferred exclusively herein.

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.

NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS

Any notice, demand, request, consent, or approval that an entity is required to give to the Board or Fort Wayne – Allen County Airport Authority, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Fort Wayne – Allen County Airport Authority
3801 W. Ferguson Rd., Suite 209
Fort Wayne, IN 46809-3194

VARIANCES AND DEVIATIONS

The Board reserves the right to authorize variances or deviations from these Commercial Minimum Standards. Such variances or deviations may include waiving or modifying certain criteria or requiring Operators to meet additional criteria. All requests for variances or deviations shall be presented to the Board in writing in a form described by the Board. Such variances or activities not addressed in these Commercial Minimum Standards will be addressed by the Authority on a case-by-case basis in the Operator's Lease, Permit or Agreement.

ENFORCEMENT

The Director or his/her designee shall enforce the provisions of these Commercial Minimum Standards and may call upon the Public Safety Department for such assistance as the Director, or his/her designee, may from time to time require.

Failure to comply with the applicable standards set forth herein shall result in the suspension of the applicable activity permit issued to Operator for the first violation. Any subsequent violation shall result in permanent revocation of the associated permit thereby removing any privilege 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 Rules and Regulations Ordinance. Furthermore, failure to

comply may also result in the termination of other Agreements between the Operator and the Board.

SECTION TWO - DEFINITIONS

AERONAUTICAL ACTIVITY - any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations. Activities and services within this definition, commonly conducted on airports, include but are not limited to the following: air taxi and charter operations, scheduled and non-scheduled air carrier services, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft ground handling, Aircraft sales and services, Aircraft storage, sale of aviation petroleum products, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultra-light activities and any other activities which, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as an aeronautical activity. The preceding is for example purposes only.

AGREEMENT – a written contract, executed by both parties and enforceable by law between the Board and an entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties. For purposes of clarification, the following terms may be substituted for the term “Agreement” – Contract, Lease or Concession.

AIRCRAFT – any contrivance invented, used, or designed for navigation of, or flight in, the air.

AIRPORT - the Fort Wayne International Airport, together with all improvements and facilities of whatever nature located thereon.

AIRPORT CERTIFICATION MANUAL - a document required by the Federal Aviation Administration detailing the Airport’s obligations pursuant to 14 CFR 139.

AIRPORT LAYOUT PLAN (ALP) - a graphic presentation to scale of existing and envisioned future Airport facilities, their location on the Airport and the pertinent clearance and dimensional information required to show their relationships with applicable standards.

AIRPORT OPERATIONS AREA (AOA) - a restricted area of the Airport that can be used for landing, takeoff, or surface maneuvering of Aircraft, and contiguous areas delineated for the protection and security of Aeronautical Activities.

AIRPORT SECURITY PLAN - a document required by the Transportation Security Administration (TSA) detailing the Airport's requirements as contained in the applicable security regulations found in 49 CFR Part 1542.

AUTHORITY - the Fort Wayne-Allen County Airport Authority or its Board. Authority reserves its proprietary rights to provide aviation services including fueling, commercial self-service fueling, service, hangar leasing, and property management.

BASED AIRCRAFT – an aircraft that the Owner physically locates at the Airport for an undetermined period, and that, whenever absent from the Airport, its Owner intends to return to the Airport for long-term storage.

BOARD - the Fort Wayne-Allen County Airport Authority Board, owner and operator of Fort Wayne International Airport and Smith Field Airport.

CFR – Code of Federal Regulations.

COMMERCIAL AERONAUTICAL ACTIVITY – relating to an operation conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service), and/or profit, whether or not such objectives are accomplished. Such Commercial Aeronautical Activities shall include but not be limited to commercial hangar operations, fueling, aircraft maintenance, and Part 135 Operations.

COMMERCIAL AERONAUTICAL MINIMUM STANDARDS - the qualifications or criteria, which may be established by an airport owner as the minimum requirements that must be met by a Person for the privilege to engage in on-airport Commercial Aeronautic Activities.

COMMERCIAL SELF-SERVICE FUELING – fueling of an aircraft by a pilot from a commercial fuel pump installed for that purpose by an FBO or the Airport Authority. The use of this type of facility is commercial in nature and is not to be considered to be Self-Fueling (as defined herein). The Authority reserves the exclusive right to operate Commercial Self-Service Fueling.

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 not classified as a Self-Fueling Operation.

EMPLOYEE(S) – any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e. Social Security and Medicare). The determination of status between “employee” and “contractor” shall be made according to the current Internal Revenue Service standards.

EXCLUSIVE RIGHT - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a

right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

EXECUTIVE DIRECTOR OF AIRPORTS (DIRECTOR) - the Executive Director of Airports of the Fort Wayne-Allen County Airport Authority or his/her duly authorized representative.

FAA - the Federal Aviation Administration.

FAR - Federal Aviation Regulation.

FLIGHT TRAINING OPERATOR - an entity engaged in instructing pilots in dual and solo flight training, using fixed or rotary wing Aircraft.

FUELING OPERATIONS - the dispensing of aviation fuel into Aircraft.

GRANTEE - as used in various agreements, a party who has been granted certain rights while operating at the Fort Wayne International Airport.

GRANTOR - as used in various agreements, the Fort Wayne-Allen County Airport Authority Board and/or the Fort Wayne-Allen County Airport Authority.

INDEPENDENT CONTRACTOR - a person or entity that contracts to do aeronautical work or perform an aeronautical related service for another party and that retains total and free control over the means or methods used in doing the work or performing the service, as opposed to an employee of the other party.

LANDSIDE - all areas of the Airport outside of the AOA.

LEASED AIRCRAFT - (pertaining to the lease of Aircraft by an entity conducting an Aeronautical Activity) a long-term written agreement established on a minimum basis of six (6) months wherein the lessee shall have full control over the scheduling and use of the specific Aircraft.

NON-COMMERCIAL ACTIVITY – relating to an operation not conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service) and/or profit.

OPERATOR - any FBO, SASO, and/or any entity subject to the standards set forth herein.

OWNER - any individual, firm, partnership, corporation, company, association, entity, trustee, receiver, assignee or similar representative thereof that owns or leases an Aircraft.

PERSON - an individual, firm, partnership, corporation, company, association, entity, and any trustee, receiver, assignee or similar representative thereof.

RAMP (APRON) – an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

RAMP PRIVILEGE – the authorized driving of a vehicle {by an individual with Airport issued security (identification badge)} upon an Aircraft-parking area on the AOA of the Airport to deliver persons, cargo or equipment to an Aircraft as a matter of convenience or necessity.

REGULATORY MEASURES – Federal, State, County, Local and Airport laws, codes ordinances, policies, rules and regulations, including without limitation those of the United States Department of Transportation, the United States Department of Homeland Security, Transportation Security Administration (TSA), FAA, National Fire Protection Association (NFPA), Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Airport Certification Manual, the Airport’s primary guiding document; all as may be in existence, hereafter enacted, and amended from time to time.

SELF-FUELER - (or Self-Fueling Operator) any Owner of an Aircraft that is based at the Airport that elects to perform Aircraft fueling services on its own Aircraft and/or Ground Support Equipment (GSE) with its own employees. Such activity cannot be contracted out to other parties. Self-Fueling is conducted using Owner’s own fueling equipment with fuel that the Owner obtained from the source of his/her preference. Joint or cooperative efforts (Co-Op Fueling) are not considered to be a self-fueling.

SELF-SERVICE - maintenance of an Aircraft on Airport property performed by the Aircraft Owner in accordance with the Airport's reasonable standards or requirements and using equipment and parts obtained by the Aircraft Owner from the source of his/her preference.

Part 43 of the FARs permits the holder of a pilot certificate to perform specific types of preventative maintenance on any Aircraft owned or operated by the pilot. Some examples of work considered as preventative maintenance are as follows:

- a) Removal, installation, and repair of landing gear tires.
- b) Replacing elastic shock absorber cords on landing gear.
- c) Servicing landing-gear shock struts by adding oil, air, or both.
- d) Servicing landing-gear wheel bearings, such as cleaning and greasing.
- e) Replacing defective safety wiring or cotter keys.
- f) Lubrication not requiring disassembly other than removal of nonstructural items such as covers plates, cowlings, and fairings.
- g) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control services. In the case of balloons, the making of small fabric repairs to envelopes (as defined in and in accordance with, the balloon manufacturers' instructions) not requiring load

tape repair or replacement.

- h) Replenishing hydraulic fluid in the hydraulic reservoir.
- i) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, or cabin or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
- j) Applying preservative or protective material to components where no disassembly of any primary structure or operating systems is involved and where such coating is not prohibited or is not contrary to good practices.
- k) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon basket interior when the repairing does not require disassembly of any primary structure or operating system, interfere with an operating system, or affect the primary structure of the Aircraft.
- l) Making small, simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements, but not changing the contour so as to interfere with proper airflow.
- m) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
- n) Replacing safety belts.
- o) Replacing seats or seat parts with replacement parts approved for the Aircraft, not involving disassembly of any primary structure or operating system.
- p) Troubleshooting and repairing broken circuits in landing-light wiring circuits.

NOTE: See also 14 CFR Part 43, Maintenance, Preventive Maintenance, Rebuilding, and Alteration

SUBLEASE - a lease by a tenant or grantee of an interest in part or all of a leased premise to another Person but with the tenant retaining some rights or interests under the original lease.

SUBLICENSE - a license (a special privilege or permission) granted by a licensee of the Authority giving rights of products or services to another Person that is not the primary holder of such rights.

THROUGH-THE-FENCE OPERATION – a commercial activity that is directly related to the use of the Airport but is developed or located off Airport property and is on property that is not controlled by the Board. It also includes services performed on the Airport by individuals or companies that do not have a lease or permit from the Director to perform such services.

TSA - the Transportation Security Administration

SECTION THREE - GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section Three as well as the Commercial Minimum Standards applicable to the Operator's Activities, as set forth in subsequent sections.

EXPERIENCE/CAPABILITY

Operator shall have such business background and shall demonstrate its business capability and financial capacity to the satisfaction of, and in such manner as to meet with the approval of, the Board.

Any prospective Operator seeking to conduct a Commercial Aeronautical Activity at the Airport shall demonstrate that they have the resources necessary to realize the business objectives established by the Operator. **Appendix One - Proposal Requirements** should be used as a guide to assist prospective Operator in demonstrating resources and capabilities.

AGREEMENT REQUIRED

No entity shall be permitted to use any land or improvements, conduct any Commercial Aeronautical Activity or solicit business in connection therewith unless such activity is conducted in accordance with these Commercial Minimum Standards, as amended from time to time by the Board; and unless the entity has a valid Agreement with the Board allowing the conduct of such specifically authorized activities on the Airport. In the event of a conflict between an Agreement and the Commercial Minimum Standards, the Agreement shall govern.

Operators desiring to conduct a Commercial Aeronautical Activity shall also be required to obtain a **Commercial Aeronautical Activity Permit (Appendix Two)** issued by the Board (before engaging in such Activities) and pay all applicable fees and charges established by the Board for granting such rights and privileges.

An Operator shall not engage in any form of commercial activity (aeronautical or non-aeronautical) not specifically authorized by Agreement or Permit.

PAYMENTS OF RENTS, FEES, AND CHARGES

All Operators shall comply with the Rates and Charges Ordinance or policies enacted by the Board or as otherwise specified in a written Agreement.

PREMISES

Operator shall occupy space on the Airport appropriate (in the Authority's sole discretion) for the type of services provided or work performed by Operator. All Commercial and Non-commercial Aeronautical Activities must be conducted on the Airport. Through-the-Fence Operations will not be permitted.

Premises used for Commercial purposes that require public access shall have direct landside access.

Ramps/Paved Tie-Downs (if required) must be adequately sized having a weight bearing capacity to accommodate the movement, staging, and parking of Operator's, (Operator's) Sub-lessee's or (Operator's) Sub-licensee's, and Customer's Aircraft (if applicable) without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxi-lanes or taxiways.

Ramps associated with hangars shall be sufficient, in size, to accommodate the movement of Aircraft

into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities and/or aircraft operating in taxi-lanes or taxiways, whichever is greater.

Paved automobile parking shall be sufficient to accommodate all of the Operator's and Operator's Sub-lessee's or Sub-licensee's (if applicable) customers, employees, visitors, vendors, and suppliers on a daily basis. Paved automobile parking shall be on Operator's Premises and located in close proximity to the Operator's main facility. On-street automobile parking is not allowed.

INDEPENDENT CONTRACTORS

Independent Contractors shall be permitted upon receipt of a Commercial Aeronautical Activity Permit as specified herein.

FACILITY MAINTENANCE

Unless otherwise agreed to in writing, Operator shall, at its own expense, keep and maintain the Premises leased/assigned for its own use and all such improvements and facilities and additions thereto, constructed or installed by it or by the Board, in good repair and in clean, neat, orderly, and fully functional condition, reasonable wear and tear excepted, during the term of any Agreement, including all interior, and exterior maintenance of all facilities, all landscaping, all utilities, all lighting, and all paved areas. Operator is also expected to provide all necessary cleaning services and replace any property that has been damaged by Operator's activities.

PRODUCTS, SERVICES AND FACILITIES

An FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of an FBO in Section 4 - Fixed Base Operator.

A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Commercial Aeronautical Activities identified for a SASO in Section 5 - Specialized Aeronautical Service Operator.

Operators are expected to (1) conduct Activities in a safe, efficient, and first class professional manner, (2) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers, and (3) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers).

EXCLUSIVE RIGHTS

No person shall be granted an exclusive right to conduct any Commercial Aeronautical Activity on the Airport as mandated by FAA regulations regarding exclusive rights and Commercial Minimum Standards for Commercial Aeronautical Activities.

The grant of an exclusive right for the conduct of any Commercial Aeronautical Activity, on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as contrary to the requirements of applicable laws, whether such exclusive right results from an express agreement, from the imposition of unreasonable standards or requirements, or by any other means. However, certain circumstances may exist whereby exceptions to the granting of exclusive rights may occur:

- a) Single Activity. The presence on an airport of only one enterprise conducting Aeronautical Activities does not necessarily mean that an exclusive right has been granted. If there is no intent by express agreement, by the imposition of unreasonable standards, or by other means to exclude others, the absence of a competing activity is not a violation of this policy. This sort of situation frequently arises where the market potential is insufficient to attract additional

Aeronautical Activities. So long as the opportunity to engage in an Aeronautical Activity is available to those who meet reasonable and relevant standards, the fact that only one enterprise takes advantage of the opportunity does not constitute a grant of an exclusive right.

- b) Space Limitations. The leasing of all available airport land or facilities suitable for Aeronautical Activities to a single enterprise will be construed as evidence of intent to exclude others. This presumption will not apply if it can be reasonably demonstrated that the total space leased is presently required and will be immediately used to conduct the planned activity.
- c) Restrictions Based on Safety. Under certain circumstances, it is sometimes necessary to deny the right to engage in an Aeronautical Activity at an airport for reasons of safety.

NON-DISCRIMINATION

Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, Indiana Department of Transportation (INDOT), United States Department of Transportation (US DOT) or by Federal or Indiana statute. In the event of breach of any such covenant, the Board shall have the right to terminate any Agreement and to reenter and repossess any land and/or facilities thereon, and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Board shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Board by the US DOT, INDOT, FAA or TSA, which are applicable to an Agreement, Operator agrees that it will conform with the provisions thereof so long as the Agreement is in effect.

Operator shall not discriminate against any person or class of persons by reason of race, color, national origin, religion, age, sex (gender), sexual orientation, or physical or mental 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 VI of the Civil Rights Act of 1964, as amended or reenacted.

LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

Operator shall obtain, maintain, and post (display in a prominent location) all applicable licenses, permits, certifications and/or ratings for the activities specified herein and shall, upon request, provide copies to the Board.

PERSONNEL

Operator shall have in its employ, on duty, and on Premises or readily available during Hours of Activity as specified herein for each type of Commercial Aeronautical Activity, courteous, properly trained, fully qualified and certified (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Commercial Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

Employee Appearance and Conduct - Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms or other suitable business attire consisting of a clean shirt or blouse (bearing company logo),

pants or skirt, and shoes or dress boots with socks. Uniforms will be of a consistent color theme. Employees shall be trained by Operator to render high quality, courteous, and efficient service. Operator shall closely supervise service personnel to assure a high standard of service.

No offensive or profane language or symbols will be worn or displayed by any employee. Each employee will conduct themselves in a professional manner at all times.

Upon receipt of a written objection from the Director concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

Employees not adhering to the above requirements, in the opinion of Director, will be asked to immediately comply or leave the Airport until such time they are in full compliance.

AIRCRAFT, VEHICLES, AND EQUIPMENT

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.

HOURS OF ACTIVITY

Operators shall be open and services shall be available to meet the reasonable demands of the public for the Activities specified herein. Hours of activity shall be clearly posted in public view using appropriate (and professional) signage approved in advance, and in writing, by the Director. Telephone numbers for after hours' emergency needs shall be clearly posted.

SAFETY AND SECURITY

The Public Safety Department of the Authority has overall responsibility for safety and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542, Indiana state law, and Authority ordinances. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual and the Airport Security Program. These standards and procedures apply to certain Operators on the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the USDOT, DHS, FAA, TSA, the State of Indiana, INDOT, the Fort Wayne–Allen County Airport Authority, the County of Allen, the City of Fort Wayne, and the Board governing the conduct and operation of the Airport and its facilities. Board agrees that any rules and regulations promulgated by the Fort Wayne–Allen County Airport Authority or the Board shall not be inconsistent with any legally authorized Federal or State rules or regulations. In the event the Board is assessed and pays a fine because of an act or omission of Operator, its employees, agents, and invitees, in violation of this Section, Operator shall reimburse the Board for such payment within (30) thirty days of the Board providing such notice of payment due.

ENVIRONMENTAL

Operator shall at all times and in all respects comply with Local, State, and Federal laws, ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of hazardous materials on, about, or from the Airport.

INDEMNIFICATION AND INSURANCE

All prospective and existing Operators shall provide to the Director's satisfaction evidence of their ability to procure and maintain insurance coverage in the amounts stipulated for each particular type of activity according to the insurance requirements established by the Authority in consultation with its risk management agent(s), as may be amended from time to time, and such evidence and/or certificate

of insurance shall be kept on file with the Authority. Said insurance requirements are subject to periodic modification. The limits stipulated for each Activity represent the minimum coverage and amounts that shall be maintained by Operator to engage in Activities at the Airport. Operator shall conduct its own analysis, in conjunction with its own risk management agent(s), to determine if additional coverage is needed.

Operator shall protect, defend, and hold the Board and its officers, directors, and employees, individually and collectively, 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 incidental to an Agreement and/or the use or occupancy of the leased/assigned Premises by Operator, or the acts 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 or omission of Board, its agents, representatives, contractors or employees. The Director shall give to Operator reasonable notice of any such claims or actions.

Policies of insurance shall be in a form and with companies (authorized to write insurance in the State of Indiana) satisfactory to the Board having an A.M. Best rating of B+, VIII or better. Operator shall be fully responsible for any insurance policy deductible(s) for which the required insurance applies.

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 entity associated with Operator's Premises (land and/or improvements), Operator's trade fixtures on Premises, and/or Operator's Activities.

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 the Operator's Agreement.

EXISTING AGREEMENTS

It is understood that the establishment of these Commercial Minimum Standards may not alter certain provisions or requirements of existing Agreements or Permits between the Board and existing tenants.

Existing tenants, however, are requested to comply with these Commercial Minimum Standards and any subsequent amendment thereto, as set forth herein, even if not automatically obligated to do so. All entities will become subject to these standards immediately following the expiration, termination, and/or modification of any Agreement through amendment, addendum, extension, renewal, or other means.

CONSTRUCTION/ALTERATIONS

All alterations and improvements, including but not limited to offices, hangars, access roads, access taxiways, vehicle parking areas and Aircraft parking areas, shall be in accordance with design and construction standards established by the Authority and in accordance with applicable Federal, State and Local codes, ordinances, laws, rules and regulations. Operator shall not proceed with any construction or remodeling on the Premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including receipt of the Authority's building permit.

SUBLICENSE/SUBLEASE ACTIVITY

All Sublicense/Sublease Agreements require the prior written approval of the Board.

COMPLIANCE WITH REGULATORY MEASURES

Operator shall observe and obey all Regulatory Measures promulgated from time to time by the DOT, FAA, DHS, TSA, INDOT, the State of Indiana, the County of Allen, the City of Fort Wayne, and the Board governing the conduct and operation of the Airport and its facilities. The Board agrees that any Regulatory Measures promulgated by the Board shall not be inconsistent with any legally authorized rule or regulation of the DOT, the FAA, the DHS, the TSA, or the State of Indiana.

SECTION FOUR – FIXED BASE OPERATOR (FBO)

DEFINITION

A Fixed Base Operator (FBO) is an entity that maintains facilities at the Airport for the purpose of engaging in Commercial Activities on the Airport. This definition includes, but is not limited to the following: in-plane fueling services, flight training, aircraft rental, aircraft sales, aircraft charter or air taxi, airframe and powerplant repair, aircraft line service and certain specialized activities; and being authorized to conduct such a business through licensing by the Board. Only the Authority or an FBO may provide commercial aviation fuel services at the Airport.

In addition to the General Requirements set forth in Section Three, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth herein.

An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements (except fueling) of an FBO) provided that the Sublicense and/or Sublease Agreement are 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 Premises requirement for an FBO plus the requirements for the SASO activity.

An FBO may engage in any SASO Aeronautical Commercial Activity or any other commercial activity (aeronautical or non-aeronautical), either directly or through a Sublicense Agreement approved in writing in advance by the Board. In providing these optional FBO services, the FBO shall meet all applicable requirements as outlined below for the SASO activity and any other commercial activity in addition to the FBO requirements specified in this Section Four.

PREMISES

| | | |
|------------------------|---------|---------|
| Ramp | 172,800 | sf |
| FBO Facility | 12,000 | sf |
| Hangar * | 15,000 | sf |
| Fuel storage/fueler ** | 50,000 | gallons |
| Vehicle Parking | 80 | Spaces |
| Tie-down | 20 | Spaces |

* hangar square footage can be a combination of several separate hangars but one of the hangars must be at least 12,000 square feet.

** fuel storage must accommodate at least 50,000 gallons of jet fuel

Ramp area shall provide paved transient Aircraft parking having the weight-bearing capacity to accommodate the largest Aircraft typically handled or serviced by the FBO. Ramp area shall include adequate space to accommodate the number, type, and size of based/transient aircraft requiring tie-down space at the Operator's Premises, but no less than twenty (20) paved tie-down spaces.

Building/Facility area shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas, and storage.

FUEL STORAGE

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of aviation fuels in such quantities as are necessary to meet the requirements set forth herein.

An FBO shall have a fixed fuel storage tank system (in a location designated by Board), containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable standards. All new fuel storage tanks shall be in location(s) designated by Board, above ground storage tanks and built, installed, operated and maintained in accordance with all Federal, State and Local regulations. The fuel storage area must have proper signage to identify hazards and no smoking.

The system shall have adequate 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 a pre-approved fuel Spill Prevention Countermeasures and Control Plan that must be submitted to the Authority and kept current by Operator. Operator will submit to the Authority any updates to such documents on a timely basis or at any other time upon Authority's request.

If FBO is providing into-plane service to scheduled air carriers, it shall have the capability of at least 50,000 gallons capacity for Jet fuel or such additional capacity necessary to refuel the largest Aircraft normally frequenting the Airport, whichever is greater.

FBO shall meet all applicable standards necessary for the storage of fuel for general aviation and scheduled air carriers. Further, all fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of FBO.

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, including total gallons of fuel delivered by type and category, to the Authority.

FUELING EQUIPMENT

An FBO shall be required to comply with and/or provide the following:

- a) Fuel-dispensing equipment, meeting all applicable Regulatory Measures for each type of fuel dispensed;
- b) Adequate bonding wires, continuously inspected and maintained, on all fueling equipment;
- c) Spill kits for both fixed and mobile fuel storage tanks;
- d) An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes;

- e) Mobile refueling vehicles (Refuelers), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel (Jet A Refuelers shall have the capability to provide "over-the-wing", "single point", and "bottom-loading" capability). All refueling vehicle drivers must have the appropriate operator license;
- f) Proper storage and staging of Refuelers in accordance with all applicable Regulatory Measures;
- g) FBO's shall provide both 100LL (or suitable alternative for use in piston powered aircraft) and Jet A fuels;
- h) Refueler Size/Quantity:
At least one 100LL refueler with a 750-gallon minimum
At least one Jet A refueler with a 3,000-gallon minimum (as required);
- i) Backup Equipment:
An FBO having only one Refueler per fuel type shall be required to have immediate access to the use and operation of a temporary replacement Refueler should the primary vehicle used to meet these Commercial Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which Refueler shall be made available to FBO. Copies of such agreement shall be made available to the Director upon request; and
- j) Use of Equipment:
With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.

OTHER EQUIPMENT

In regard to line service activities, FBO shall provide tie-down facilities and equipment including but not limited to rope, chains and other types of restraining devices (e.g. wheel chocks); adequate loading, unloading and towing equipment (tugs and 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 and deodorize both the interior and exterior of Aircraft; telephone and radio contact to service personnel; tools, jacks, ground power units, and crew/courtesy vehicles.

FBO shall provide to its staff clothing and equipment based on all applicable Regulatory Measures for the safe performance of their duties.

The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO's Premises to include backup/replacement equipment.

AIRCRAFT RECOVERY/REMOVAL

In order to maintain the operational readiness of the Airport, within thirty (30) minutes upon request, the FBO shall respond to the Airport using equipment, materials and staff to promptly begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based at the FBO) from the airfield during its Hours of Activity or if after Hours of Activity have staff available on-call to respond within sixty (60) minutes.

COLLECTION OF LANDING FEES

Operator shall collect landing fees as prescribed by the Authority's Rates and Charges Ordinance from all Aircraft entering the Operator's Premises and from all such Aircraft for whom services are provided at other areas of the Airport. Operator shall maintain a record of the Aircraft tail number, date and amount collected, and remit the fees to the Authority monthly, less any standard administrative charges authorized by the Authority. Operator shall advise the Director of any Aircraft Operator who refuses to pay, or refuses to make satisfactory arrangements for payment of landing fees.

FUEL FLOWAGE FEES

Operator shall submit to the Authority a monthly report of fuel deliveries and sales and shall remit to the Authority the applicable fuel flowage fee for all aviation fuel delivered. A fuel flowage fee shall be established by the Board in its sole discretion from time to time. This fee shall be assessed for fuel delivered into the FBO's fuel facilities, or for fuel obtained by the Owner or Operator of an Aircraft from a source other than the FBO and delivered to said Aircraft while on the Airport. The Operator will keep the delivery ticket (bill of lading) for each delivery of aviation fuel for a minimum of three (3) years and make them available for audit by the Authority upon request.

SECTION FIVE - SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

DEFINITION

A Commercial Operator that conducts an aeronautical business on the Airport that offers limited aeronautical service, does not sell fuel and is authorized to conduct such business through licensing by or through Agreement with the Board. This business may provide any or a combination of Aeronautical Activities listed below and the services listed in Section Six herein. In addition to the General Requirements set forth in Section Three, each SASO shall comply with the following standards set forth in this Section Five if those activities are part of the SASO's operation.

SCOPE OF COMMERCIAL AERONAUTICAL ACTIVITIES

Activities shall include, but are not limited to:

- a) Non-stop sightseeing flights that begin and end at the same airport; or
- b) Crop-dusting, seeding, spraying, and/or bird chasing; or
- c) Banner towing and/or aerial advertising; or
- d) Aerial photography and/or survey; or
- e) Power line and/or pipeline patrol; or
- f) Fire-fighting; or
- g) Aircraft detailing; or
- h) Air ambulance; or
- i) Any other operations specifically excluded from 14 CFR Part 135.

A SASO is not permitted to provide, sell, or dispense fuel (aviation or otherwise) to (or barter, trade, or exchange aviation fuel with) the public and/or any other entity.

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 except fuel services) provided that the Sublicense and/or Sublease Agreement are 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 its minimum standards as long as the FBO meets the Premises requirement for an FBO plus the requirements for the SASO activity; plus the space requirements for any additional Commercial Activities.

PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage. Minimum requirements shall include:

| | |
|-----------------|----------|
| Bldg/Hangar | 600 sf |
| Vehicle Parking | 2 Spaces |

EQUIPMENT

Operator shall have (based at the Airport), either owned or under a written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, equipment, and, if appropriate, continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the Activity. Equipment minimum requirements for the above listed Commercial Aeronautical Activities shall include but not be limited to the following:

- a) Sightseeing flights
 - Airworthy aircraft
 - Tow bars
 - Tug method
 - Fire extinguishers
- b) Crop dusting
 - Airworthy aircraft
 - Containment/ spill equipment
 - Fire extinguishers
 - Tow bars
 - Tug method
- c) Banner towing
 - Airworthy aircraft
 - Storage area for banner equipment
 - Tow bar

- Tug method
- Fire extinguisher
- d) Aerial photography
 - Airworthy aircraft
- e) Powerline/pipeline patrol
 - Airworthy aircraft
 - Storage area
- f) Fire fighting
 - Airworthy aircraft
 - Containment for retardant
 - Spill containment materials
 - Storage area
 - Tow bar
 - Tug method
- g) Aircraft detailing
 - Biodegradable detergents
 - Mops and squeegees
 - Environmentally approved solvents
 - Hoses
 - Buckets
- h) Air Ambulance
 - Airworthy aircraft
 - Tow bar
 - Tug method

Below are specifications for various SASO activities:

1. AIRCRAFT CHARTER OPERATOR

a) DEFINITION

An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125. In addition to the General Requirements set forth in Section Three, each Aircraft Charter Operator at the Airport shall comply with the following minimum standards set forth below.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having

adequate and dedicated space for employee offices, work areas and storage. Minimum requirements shall include:

| | |
|-----------------|-----------|
| Bldg/Hangar | 6,000 sf |
| Vehicle Parking | 10 Spaces |

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to operate the Aircraft being flown, whichever is greater.

d) EQUIPMENT

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 Operator that are continuously airworthy and which must meet the requirements of the FAA certificate held by Operator. The Aircraft shall be certified for and capable of use under instrument meteorological conditions. In addition to the above, minimum equipment requirements shall additionally include but not be limited to the following:

- Airworthy aircraft
 - 1) Single engine
 - 2) Multi-engine
- Tow bar
- Tug method
- Cell phone
- Aircraft cleaning equipment

2. COMMERCIAL HANGAR OPERATOR

a) DEFINITION

A Commercial Hangar Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of selling or subleasing (to the public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Aeronautical Activities. In addition to the General Requirements set forth in Section Three, each Commercial Hangar Operator at the Airport shall comply with the following minimum standards set forth below.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include (or in the case of a sublease/sublicense, immediate access to) restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Hangar area(s) may be subdivided in units of no less than 1,000 SF for the purposes of creating T-Hangars and/or "condominium" style hangars to accommodate multiple small aircraft. All tenants and subtenants shall only store the aircraft identified in their lease agreement in the hangar.

| | |
|-----------------|-----------|
| Bldg/Hangar | 7,500 sf |
| Vehicle Parking | 14 Spaces |

- c) PERSONNEL
Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform requested services.
- d) EQUIPMENT
Operator shall have sufficient vehicles, equipment, and parts available to support the Activity. Equipment minimum requirements shall include but not be limited to the following:
- Multi-head tow bag
 - Tug(s)
 - Hangar cleaning equipment
 - Inventory spare parts for hangar(s)

3. AIRCRAFT MAINTENANCE OPERATOR

- a) DEFINITION
An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance 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. An Aircraft Maintenance Operator shall comply with 14 CFR Part 43. Operator shall be capable of providing maintenance and repair to aircraft in the following categories; single and multiple engine piston, turboprop and turbojet aircraft.
In addition to the General Requirements set forth in Section Three, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section.
- b) PREMISES
Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than preventative aircraft maintenance), whichever is greater.

Ramp shall include paved parking for Aircraft not in service and/or waiting for service.

| | |
|-----------------|-----------|
| Bldg/Hangar | 15,000 sf |
| Vehicle Parking | 6 spaces |

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform requested services. Operator shall have in his employ at least one (1) certified A & P (airframe and powerplant) mechanic.

d) AIRCRAFT PAINTING

For paint, varnish or lacquer spraying operations, the arrangement, construction, ventilation, and protection of spraying booths and storing of materials shall be in accordance with Federal, State and Local recognized fire prevention and environmental standards.

e) LICENSES AND CERTIFICATION

Operator shall hold the appropriate FAA repair station certificate (if required by the FAA), with ratings equal to the work being performed. In the case of a new operation, Operator must acquire all applicable repair station certifications within six (6) months of operation initiation.

f) EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies and access to (availability of) parts equivalent to those required for the work to be performed. Equipment minimum requirements shall include but not be limited to the following:

- Multi-head tow bar(s)
- Tug(s)
- Environmentally safe solvents
- Engine oil recycling storage
- Tools as required for aircraft being serviced
- File storage for work orders
- Absorbents
- Containment apparatus
- Cell phone
- Work benches
- Aircraft maintenance manuals
- Chocks
- Fire extinguishers
- Aircraft recovery equipment

4. *AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR*

a) DEFINITION

An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the

business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments). In addition to the General Requirements set forth in Section Three, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth below.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

| | |
|-----------------|----------|
| Bldg/Hangar | 1,200 sf |
| Vehicle Parking | 4 spaces |

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform requested services.

d) LICENSES AND CERTIFICATION

Operator shall hold the appropriate repair station certificates issued by FAA for the types of equipment to be serviced and/or installed. In the case of a new operation, Operator must acquire all applicable repair station certifications within six (6) months of operation initiation.

e) EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies, and access to (availability of) parts equivalent to those required for the work to be performed. Equipment minimum requirements shall include but not be limited to the following:

- Test benches
- Test equipment
- Factory maintenance manuals
- Records storage
- Cell phone
- Fire extinguishers

5. AIRCRAFT RENTAL AND/OR FLIGHT TRAINING OPERATOR

a) DEFINITIONS

An 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. In addition to the General Requirements set forth in Section Three, each Aircraft Rental Operator at the Airport shall comply with

the following minimum standards set forth below.

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 and flight check rides for the category or categories

of pilot certificate(s) and rating(s) involved. In addition to private pilot and commercial pilot license and instrument rating training, Operator provides recurrent training (e.g. biennial flight review, instrument competency check, etc.). 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 or another aircraft owner on the Airport), shall not be deemed an Aeronautical Commercial Activity. In addition to the General Requirements set forth in Section Three, each Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

| | |
|-----------------|----------|
| Bldg/Hangar | 6,000 sf |
| Vehicle Parking | 6 Spaces |

c) PERSONNEL

In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all aircraft available for rental.

d) LICENSES AND CERTIFICATION

Operator shall meet and maintain all applicable requirements for the services offered. Personnel shall be properly certified by the FAA, these shall be current, and each shall hold the appropriate ratings and medical certification in the Aircraft being flown.

e) EQUIPMENT

For Aircraft rental or flight training, Operator shall have available either owned or under a written lease and under the full and exclusive control of Operator, at least one properly certified and continuously airworthy single engine Aircraft capable for flight under instrument conditions. Aircraft shall be stored and maintained in a manner to ensure that the Aircraft remains continuously airworthy.

Flight Training Operators shall provide, at a minimum, adequate mock-ups, still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction.

In addition to the above equipment, equipment minimum requirements shall include but not be limited to the following:

- Records storage
- Chocks
- Inventory:
 - 1) Flight instruction manuals
 - 2) Aircraft manuals for training aircraft
 - 3) Airman’s Information Manuals
 - 4) Sectional Charts

f) INSURANCE DISCLOSURE REQUIREMENT

Any Operator conducting Aircraft Rental or Flight Training shall post a notice and incorporate within the aircraft 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 Director upon request.

6. **AIRCRAFT SALES OPERATOR**

a) DEFINITION

An Aircraft Sales Operator is a Commercial Operator engaged in the retail sale of new and/or used Aircraft. In addition to the General Requirements set forth in Section Three, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth below.

New Aircraft Sales: Operator shall engage in the sale of new Aircraft through franchises or licensed dealerships (if required by Local, County or State authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide information to purchasers regarding such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.

Used Aircraft Sales: Operator shall engage in the purchase and/or 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.

General: Operator shall provide information to purchasers regarding repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include (or in the case of a sublease/sublicense, immediate access to) public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

| | |
|-----------------|----------|
| Bldg/Facility | 100 sf |
| Vehicle Parking | 2 Spaces |

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform requested services.

d) LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications and ratings. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft being offered for sale.

e) EQUIPMENT

Operator shall have information for purchasers regarding access to spare parts for the type of new Aircraft for which sales privileges are granted. Operator shall additionally provide aircraft brochures to its customers.

7. AIRCRAFT MANAGEMENT OPERATOR

a) DEFINITION

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 with the FBO, line services, ground handling, maintenance, and storage for or on behalf of the public).

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met directly (via a lease agreement with the Board) or indirectly (via an approved Sublease with another approved operator at the Airport) by the Operator. Further, Premise requirements may be met through the Operator's customer(s) (Aircraft Owner) who have based Aircraft at the Airport as long as the Aircraft Owner meets applicable equivalent standards, as appropriate, and, as specified in this Section for the storage of their own Aircraft.

| | |
|-----------------|----------|
| Bldg/Facility | 100 sf |
| Vehicle Parking | 2 Spaces |

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one person or the minimum number of persons required to operate Owner's Aircraft, whichever is greater.

d) EQUIPMENT

Aircraft under management may be owned or leased by a single entity or multiple entities (including fractional ownership provided such ownership structure is in compliance with all applicable Regulatory Measures). A major shareholder, partner, member or Owner of the Aircraft under management may also utilize the Aircraft. Operator shall maintain records storage.

SECTION SIX – OTHER COMMERCIAL OPERATORS

1. CARGO GROUND HANDLING OPERATOR

a) DEFINITION

A Ground Handling Operator is a Commercial Operator engaged in the business of providing aviation freight loading and unloading services.

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space could include adequate space for (or in the case of a sublease/sublicense, immediate access to) restrooms for pilots and passengers and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

b) PREMISES

Premise requirements may be met by the Operator directly (via a lease agreement with the Board) or indirectly (via an approved Sublease with another approved operator at the Airport or through Operator’s customer(s) who have Commercial Aviation Operations at the Airport). Such Operator’s customer’s premises must meet applicable equivalent standards, as appropriate, and, as specified in this Section.

| | |
|-----------------|----------|
| Bldg/Facility | 3,000 sf |
| Vehicle Parking | 6 Spaces |

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform their duties, whichever is greater.

d) EQUIPMENT

Operator shall have at the Airport and under its exclusive control, either owned or leased by Operator sufficient vehicles, equipment, supplies and parts available to support the Activity. Equipment minimum requirements shall include but not be limited to the following:

- Secure Storage or Cage/Area
- Fork Lift
- Aircraft Tail Stands
- K-Loaders
- Container Dollies
- Tow/Pushback Equipment

- Truck Stairs/Passenger Stairs
- Bag Carts & Tow Vehicles
- Belt Loaders
- Safety Cones
- Aircraft Marshalling Wands (Day & Night)
- Personal Protective Equipment (PPE - Reflective Vests, Hearing Protection, Lift Protection)
- Two Way Ramp Ground Communication & Ramp to Air Crew Comm. Equip.
- Lavatory Servicing and Potable Water Service Equipment
- De-Ice and Anti-Ice Equipment/Fluids for Aircraft
- Aircraft Cabin Air-Conditioning Equipment
- Mobile Ground Power Units

2. PASSENGER CARRIER GROUND HANDLING OPERATOR

a) DEFINITION

A Passenger Ground Handling Operator is a Commercial Operator engaged in the business of providing various services to passenger airlines. Services for passenger airlines may include cabin service (cleaning and restocking), catering, lavatory drainage, passenger stairs, luggage handling, aircraft in/out and parking, aircraft towing, passenger check-in, gate arrive and departure services to passengers, counter staffing and other related functions.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space could include adequate space for (or in the case of a sublease/sublicense, immediate access to) restrooms for pilots and passengers and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met by the Operator directly (via a lease agreement with the Board) or indirectly (via an approved Sublease with another approved operator at the Airport or through Operator’s customer(s) who have Commercial Aviation Operations at the Airport). Such Operator’s customer’s premises must meet applicable equivalent standards, as appropriate, and, as specified in this Section.

| | |
|-----------------|----------|
| Bldg/ Facility | 1,000 sf |
| Vehicle Parking | 5 Spaces |

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than three(3) persons or the minimum number of persons required to ground handle Owner's Aircraft, whichever is greater.

d) EQUIPMENT

Operator shall have at the Airport either owned, leased or contracted by Operator sufficient vehicles, equipment, supplies and parts available to support the Activity. Equipment minimum requirements shall include but not be limited to the following:

- Tow/Pushback Equipment
- Truck Stairs/Passenger Stairs
- Bag Carts & Tow Vehicles
- Belt Loaders
- Safety Cones
- Aircraft Marshalling Wands (Day & Night)
- Personal Protective Equipment (PPE - Reflective Vests, Hearing Protection, Lift Protection)
- Two Way Ramp Ground Communication & Ramp to Air Crew Comm. Equip.
- Lavatory Servicing and Potable Water Service Equipment
- De-Ice and Anti Ice Equipment/Fluids for Aircraft
- Aircraft Cabin Air-Conditioning Equipment
- Ground Power (GPU) Units – Fixed or Mobile

SECTION SEVEN - NON-COMMERCIAL OPERATORS

1. PRIVATE FLYING CLUBS

A Private Flying Club is an entity that is legally formed as a non-profit entity within the State of Indiana (or foreign entity authorized to operate in the State of Indiana) that operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).

A Private Flying Club desiring to base Aircraft and operate at the Airport must comply with the applicable provisions of this section of the Commercial Minimum Standards and all other applicable Regulatory Measures including Airport Rules and Regulations. A Private Flying Club shall not be required to meet the minimum standards for Aircraft Rental or Flight Training Operators so long as the Private Flying Club restricts membership from the general public as stated above.

No member (owner) of a Private Flying Club shall receive compensation (be paid) for services provided to the Private Flying Club or its members (owners) unless such member (owner) is an authorized/approved Operator. This does not include the provision of flight instruction relating to aircraft checkout and/or currency (e.g., biannual flight reviews, instrument proficiency checks, etc.) provided by a Private Flying Club member (on an exclusive basis) to other Private Flying Club members.

No member (owner) shall use Private Flying Club Aircraft in exchange for compensation (payment). This does not include reimbursement for expenses associated with the use of Private Flying Club aircraft.

The ownership of the Aircraft shall be vested in the name of the Private Flying Club or owned in equal shares by all of its members. The property rights of the members of the Private Flying Club shall be equal

and any part of the net earnings of the Private Flying Club to be distributed to the members shall be in equal shares to all members. The Private Flying Club shall not derive greater revenue from the use of its Aircraft than the amount necessary for its actual operation, maintenance, and replacement or upgrade of its Aircraft. Private Flying Club Aircraft shall not be used by members for rental, or by anyone for charter or lease.

Private Flying Clubs may not offer or conduct charter, air taxi or Aircraft rental operations. They may not conduct Aircraft flight instruction except for members, and only members of the Private Flying Club may operate the Aircraft (including flight instructors), except for ferrying operations or maintenance flight checks. Any qualified mechanic who is a registered member and part Owner of the Aircraft owned and operated by a Private Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Private Flying Club.

The Private Flying Club shall notify the Authority in writing of its presence on the Airport. Upon request by the Authority, the Private Flying Club will furnish the Authority a copy of its charter and bylaws, articles of association, partnership or membership agreement(s), and/or other documentation supporting its existence; a roster, or a list of members, officers and directors (to be revised on a bi-annual basis); number and type of Aircraft; evidence that ownership is vested in the Private Flying Club; and the operating rules of the Private Flying Club. The books and other records of the Private Flying Club shall be available for review at any reasonable time by the Authority or its authorized agent.

2. NON-COMMERCIAL PRIVATE HANGAR OPERATOR

a) DEFINITION

A Non-Commercial Private Hangar Operator is an entity that develops, constructs, and/or owns or leases one or more hangar structures for the primary purpose of storing Aircraft used for Private Non-Commercial purposes only. In addition to the General Requirements set forth in Section Three, each Non-Commercial Hangar Operator at the Airport shall comply with the following minimum standards set forth below.

Operator shall only use the Premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Private Non-Commercial purposes. If Aircraft is leased, Operator shall provide the Director with a copy of the Aircraft lease.

No commercial activity of any kind shall be permitted on or from the Premises. Operator shall not be permitted to Sublease (or share) any portion of the Premises to any other entity except those Operators who are tenants of record when the Non-Commercial Private Hangar Operator enters into a lease agreement with the Authority or those Operators who are an authorized subtenant at the Premises after the Authority's prior written consent to such sublease. Operator shall not barter, trade, or exchange any aeronautical goods and services with any other entity. Operator shall not participate in any cooperative* Aeronautical Activities with any other entity (i.e., engage in any joint activities or share** any resources).

Operator may fuel, maintain, repair, clean, and/or otherwise service its own Aircraft (as defined in this Section) in accordance with all applicable Regulatory Measures provided the Operator does so himself or the Operator's own Employees, vehicles, equipment, and resources are utilized.

**Cooperative shall mean performed in collaboration with others.*

***Share shall mean to participate in, use, enjoy or experience jointly or in turns.*

b) PREMISES

| | | |
|-----------------|----------|----|
| Bldg/Hanger | 6,000 | sf |
| Vehicle Parking | 5 spaces | |

c) OWNERSHIP STRUCTURE

The hangar/building shall be owned by a single entity. All Aircraft, vehicles, and/or equipment stored in (or operating out of) the hangar must be owned and/or leased and under the full and exclusive control of the same entity that entered into a lease with the Authority or those Operators who are an authorized subtenant at the Premises after Authority's prior written consent to such sublease. By prior written Board approval, a major shareholder, partner, member or Owner of the same entity may utilize the hangar for storage of Aircraft owned by the individual, subject to the same conditions stipulated in this section.

3. SELF-SERVICE FUELING OPERATOR

a) INTRODUCTION

This section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial Self-Service Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities including requirements within these Minimum Standards, the Airport Rules and Regulations Ordinance and any other pertinent rules and regulations. All parties who dispense Non-Commercial Aircraft fuel at the Airport must hold a Non-Commercial Self-Service Fueling Permit (the "Permit") issued by the Airport. A sample is attached hereto below.

Operator may fuel and otherwise service its own Aircraft provided the Operator does so itself (or its Employees do so) using its vehicles, equipment, and resources (fuel) and that the fueling is performed in accordance with all applicable Regulatory Measures.

Permittees holding a Permit shall be restricted from selling and dispensing Aircraft fuel to other Airport users, including locally-based and transient Aircraft. Fueling of any Aircraft not owned or leased by Permittee shall constitute a violation of the Permit and consequently call for immediate revocation of said Permit. Prior to Permit issuance and also upon request at any time by the Airport, Permittee shall provide evidence of ownership or lease of any Aircraft being fueled.

Permits shall have a term of one (1) year unless terminated in writing as outlined below by either Permittee or Airport.

b) PERMIT APPLICATION

Individuals and corporations requesting the privilege to conduct Non-Commercial Self-Service Fueling Operations shall provide the following in writing to the Airport. The request shall contain the following information:

- 1) Aircraft type, model, passenger size, fuel type and tank size and the engine consumption rate in hours;

- 2) Evidence of ownership or lease of the Aircraft;
- 3) The amount of hours flown, total fuel consumption and the amount of fuel pumped for the aircraft for each of the previous three (3) years;
- 4) Detailed description of the methods of fuel storage, dispensing and handling;
- 5) Description of the type of operations; and
- 6) Any other information pertinent to the operations or specifically requested by Airport.

c) AGREEMENT/APPROVAL

No entity shall engage in Self-Service fueling activities unless a valid Non-Commercial Self-Service Fueling Permit (the "Permit") authorizing such activity has been obtained from the Director.

The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Service fueling standards, which shall be included in the Permit by reference.

d) REPORTING

Permittee shall report to the Authority all fuel delivered to the approved Permittee's fuel storage facility during each calendar month, providing the Authority a copy of the fuel delivery report; and submit a summary report along with appropriate fees and charges due, on or before the tenth (10th) day of the subsequent month.

Permittee shall, during the term of the Permit and for three (3) years thereafter, maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records (and meters) shall be made available to the Authority for review/audit. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due, plus annual interest on the unpaid balance at the lesser of eighteen percent (18%) or the maximum rate allowable by law from the date originally due.

e) FUEL STORAGE

Self-Service Fueling Operator shall arrange and demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of fuel in such quantities as are reasonably necessary to meet the requirements set forth herein.

A Self-Service Fueling Operator shall have a fixed fuel storage tank system (in the location designated by the Board), containing safety fixtures, and filtration systems to ensure quality in accordance with applicable standards. Storage tanks shall be built, installed, operated and maintained in accordance with all Federal, State and Local regulations. All storage tanks shall be above ground.

The system shall have at least 10,000 gallons of storage for each type of fuel dispensed. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan, as applicable.

Self-Service Fueling Operator 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.

In the interest of safety, security, and environmental protection, the Board has the right to designate the location of Self-Service Fueling Operator fuel storage facilities.

f) FUELING EQUIPMENT

A Self-Service Fueling Operator shall be required to comply with and/or provide the following:

- 1) Fuel dispensing equipment, meeting all applicable Federal, State, and Local requirements for each type of fuel dispensed;
- 2) Adequate bonding wires on all fueling equipment;
- 3) Spill kits for both fixed and mobile fuel storage tanks;
- 4) An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes;
- 5) A mobile refueling vehicle (Refueler), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having a separate dispensing pump for each grade of fuel;
- 6) Proper storage and staging of Refuelers in accordance with Airport Rules and Regulations, Federal, State and Local regulations/requirements; and
- 7) All fueling equipment shall be inspected in accordance with Federal, State, and Local requirements, as well as any best management practices determined by the fuel provider.

g) LIMITATIONS

Operators shall not sell and/or dispense (barter, trade, or exchange) fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Operator. Any such selling or dispensing (bartering, trading, or exchanging) shall be grounds for immediate revocation of the Permit by the Director.

At least one properly trained person shall be on duty at all times when fueling operations are being conducted. Each refueling attendant shall receive training regarding refueling operation, Aircraft to be refueled, proper procedures to be followed prior to and during refueling operations.

h) CO-OP FUELING

Joint or co-operative fueling (co-op fueling) is prohibited.

i) SELF-SERVE FUELING FACILITIES

The use of commercially available common use Self-Serve fueling facilities is not considered to be Self-Service Fueling as defined in this section.

j) CANCELLATION OF PERMIT

- 1) Cancellation by Permittee: the Permit may be canceled by Permittee upon written notice to the Airport.
- 2) Cancellation by Airport: the Permit shall be subject to cancellation in the event Permittee:
 - i. Is in arrears for a period of ten (10) days after the time such payments become due regarding all or any part thereof the amounts agreed upon;
 - ii. Discontinues fueling operations;
 - iii. Fails to comply with any Airport, Local, State or Federal requirements or rules regarding fueling operations;
 - iv. Violates any safety procedure of the Airport, or any local, state or federal safety guidelines;
 - v. Fails to retain any form of required insurance; or
 - vi. Fails to report or submits inaccurate fuel flowage and any other information requested by Airport.

Failure to comply with the applicable standards set forth herein shall result in the suspension of the applicable activity permit issued to Operator for the first violation. Any subsequent violation shall result in permanent revocation of the associated permit thereby 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 Rules and Regulations.

Furthermore, failure to comply may also result in the termination of other Agreements between the Operator and the Board.

NON-COMMERCIAL SELF-SERVICE FUELING PERMIT

Date of Issuance: _____

Issuer: **Fort Wayne-Allen County Airport Authority**

By: _____

Its: _____

ACCEPTANCE

The undersigned as Permittee hereby agrees, in consideration of the revocable permit granted by the Fort Wayne-Allen County Airport Authority to perform and abide by the terms, conditions, restrictions and obligations as specified in the Fort Wayne-Allen County Airport Authority Commercial Minimum Standards, the Airport Rules and Regulations Ordinance and all other applicable Airport, Local, State and Federal requirements that apply to Non-Commercial Self-Service Fueling operations.

Termination: This Permit shall terminate on or before _____

Date of Acceptance: _____

Permittee: _____

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

APPENDIX ONE

APPLICATION/PROPOSAL GUIDELINES

A business proposal application submitted to the Director shall include descriptions of or information required by the following (as applicable):

1. The proposed nature of the business.
2. Name of all principals and/or holding company to include a short resume for all principals and financial backers.
3. Short resume of the manager of the business (if different from above) including this person's experience and background in managing business similar in nature.
4. List of four references (include name, title, company, telephone number, Email and address).
5. Intended scope of operation and/or development. Include list of services to be offered.
6. Business plan for proposed operation including any market analysis.
7. Number and type of Aircraft that will be provided, if applicable.
8. Equipment necessary and special tooling to be provided, if any.
9. Number of persons to be employed (specify full and part time).
10. Periods (days and hours) of proposed operation.
11. Amount of space/land that will be leased (include preferred location).
12. Construction cost estimate.
13. Construction schedule.
14. List of any prospective sub-tenants and uses.
15. Evidence of financial responsibility to perform project and operation, including audited financial statements prepared or certified by a Certified Public Accountant.
16. A current credit report (from a major credit reporting agency) for each entity owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year (10) period immediately prior to such application.
17. Preliminary plans, specifications and dates (including construction schedule and a site plan in accordance with the ALP and land use requirements) for any improvements, which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate review procedures of the Board.
18. Proof that the Applicant has or the capability of having the minimum insurance coverages, as specified by the Director, by attaching hereto proof of insurance in the form of an "Accord" form, copy of policy binder or other suitable proof of such capability such as an insurance letter of intent.
19. Statement of past work experience in conducting proposed operation and construction.
20. Evidence of projections for the first year and the succeeding four (4) years.
21. Marketing plan to include methods to be used to attract new business (advertising and

incentives).

21. Plans for physical expansion, if business should warrant such expansion.
22. A listing of assets owned, being purchased or leased which will be used in the business on the Airport.
23. A written authorization for use by the Director to the FAA or other applicable entity for any aviation or aeronautics commissions, administrators, departments of all States in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant will execute all such forms, releases, or discharges as may be required by those agencies.
24. Such other information as the Director may require.

APPENDIX TWO

COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

A sample permit is provided on the following page and is subject to change from time to time.

COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

The Fort Wayne-Allen County Airport Authority Board ("Board"), the "Grantor" grants to:

(COMPANY NAME)

(ADDRESS)

("Grantee") the privilege and right to conduct the following activity or activities set forth on Exhibit A, attached hereto, at the Fort Wayne International Airport (the "Airport"):

Grantee shall pay the Board those user fees imposed by the Grantor for the privilege and right to conduct such activity as set forth on Exhibit B.

Grantee will comply with the covenants specified on Exhibit A, the Board's Airport Rules and Regulations and Commercial Minimum Standards (copies of which accompany this permit and are incorporated by reference) and/or any directives issued from time to time by Grantor governing the authorized activities by this Permit.

Grantee shall clean, restore, repair and pay for any damage to Airport property, facilities or equipment resulting from its activities on the Airport.

Grantee shall protect, defend, and hold Grantor and its Board, officers, directors and employees 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 this Permit, or the acts or omissions of Grantee, 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 or omission of Grantor, its agents, representatives, contractors or employees. Grantor shall give to Grantee reasonable notice of any such claims or actions.

Grantee shall procure and maintain insurance covering its operations at or upon the Airport including areas assigned exclusively to Grantee and also areas used by Grantee in common with others in accordance with the Commercial Minimum Standards and Rules and Regulations.

The term of this permit shall commence as of the ____ day of _____ and continue until _____.

Issued: _____

FORT WAYNE – ALLEN COUNTY AIRPORT AUTHORITY

By _____

"GRANTOR"

Its _____

"GRANTEE"

RECEIVED AND ACKNOWLEDGED:

By

(NAME PRINTED)

(SIGNATURE)

Its _____