

**Schedule of Minimum Standards
and Requirements for
Commercial Aeronautical Services
and Activities at
Executive Regional Airport, Reserve, Louisiana**

PREPARED FOR:

Port of South Louisiana Executive Airport

PREPARED BY:



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1.0 INTRODUCTION

The Port of South Louisiana Executive Regional Airport (KAPS) is available for use for any commercial or non-commercial aviation activity within the definition and assurances prescribed by the Federal Aviation Administration (FAA). Discretion and execution of lease terms, rates and construction specific to any such use agreement are subject to authorization by the Airport sponsor, the Port of South Louisiana.

Activity on the Airport is intended to support business and general aviation as defined in the most current Federal Aviation Regulations and Aeronautical Information Manual published by the Federal Aviation Administration. Non-Aeronautical activity is restricted and may be prohibited by the FAA and the Airport sponsor.

1.1 Purpose

The purpose of these Airport Minimum Standards (Minimum Standards) is to encourage, promote, and ensure

1. The consistent provision of high-quality aviation products, services, and facilities at the Port of south Louisiana Executive Regional Airport
2. The development of high-quality aviation improvements and amenities
3. Aviation safety and security
4. The economic health of aviation operators
5. The orderly development of Airport property for aviation purposes

Aeronautical activities may be proposed that do not fall within the categories designated herein. In such a case, appropriate Minimum Standards shall be established by the Port of Louisiana on a case-by-case basis for such activities and incorporated into lessee's Agreement or Operator's Agreement with a sublessee.

1.2 Regulations

These Minimum Standards are subject to, but not limited to:

1. Federal Aviation of 1958, as amended, and its precedent, Civil Aeronautics Act of 1938
2. Surplus Property Act of 1944
3. Civil Rights Act of 1964
4. Federal Aviation Regulations, Title 14 - Code of Federal Regulations
5. Louisiana Revised Statutes (LA R.S.) Title 2 – Aeronautics
6. Louisiana Administrative Code Title 70 – Transportation
7. FAA Order 5190.6, Airport Compliance Requirements

8. Advisory Circular 150/5100-16, Airport Improvement Program Grant Assurance Number One – General Federal Requirements
9. Advisory Circular 150/5190-5, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities

If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited exclusive right, such provision shall be deemed null and void and such practice shall be discontinued immediately.

If a provision in these Minimum Standards is found to be in conflict with any other provision of these Minimum Standards, the provision that establishes the higher standard shall prevail.

1.3 Background

The Port of South Louisiana Executive Regional Airport, (hereinafter referred to as the "Port"), charged with the responsibility for the administration of the Executive Regional Airport (located in Reserve, Louisiana) and, in order to foster, encourage, and insure the economic health and orderly development of General Aviation and its related aeronautical activities at Executive Regional Airport by insuring adequate aeronautical services and facilities to the users of the Airport, has established certain policies, standards and requirements for Aeronautical Operators, (hereinafter referred to as the "Operator") at the Executive Regional Airport; as herein provided: schedules set forth the Minimum Standards and Requirements for a person or persons, firm, or corporation based upon and engaging in one or more Aeronautical Operations at the Executive Regional Airport. These Minimum Standards and Requirements are just that- minimum. Any Operator of a commercial venture who is based on the Airport will be subject to applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures, including Airport general rules and regulations. The Port reserves the right to change these minimums at its discretion. Any necessary adjustments by Operators necessitated by such changes will be negotiated as to time of implementation. A written agreement, properly executed by the Port and the Operator, is a prerequisite to tenancy on the Airport and the commencement of any operations thereon. The contract provisions, however, will be compatible with the Minimum Standards herein contained and will not change or modify such standards and requirements that are included as part of all leases between the Port and any person or persons, firm or corporation based on the Airport and engaged in any aeronautical services or activities.

Information relative to rentals, fees, and charges applicable to the aeronautical services, included herein, will be made available to prospective Operator by the Airport Director.

2. GENERAL INFORMATION

2.1 General Policy Statement

These Minimum Standards specify the standards and/or requirements that must be met by any Entity engaging in aviation aeronautical activities at the Airports.

A fair and reasonable opportunity, without discrimination, shall be afforded to all applicants to qualify, or otherwise compete, for available Airport facilities and the furnishing of selected aeronautical services, subject to the Minimum Standards and Requirements as established by the Port and set forth herein, entitled "Schedule of Minimum Standards and Requirements for Commercial Aeronautical Services and Activities at Executive Regional Airport, Reserve, Louisiana".

In all cases where the words "Standards" or "Requirements" appear in the above-mentioned "schedule", it shall be understood that they are modified by the word "Minimum". All Operators will be encouraged to exceed the "Minimums"; none will be allowed to operate under conditions below the minimums.

Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard or requirement, or regarding compliance with such minimum standard or requirement, shall be made by the Port. All entities may exceed the applicable Minimum Standards or requirements. No Entity shall be allowed to engage in aviation aeronautical activities at the Airport under conditions that do not, in the Port's sole discretion, fully comply with these Minimum Standards, unless an exemption has been approved in writing by the Airport Director.

Contingent upon his/her qualifications, meeting the established Minimum Standards, the execution of a written agreement with the Port, the payment of the prescribed rentals, fees, and charges, and compliance with all City, Parish, State, and Federal laws, rules, codes, and regulations, the Operator shall have the right and privilege of engaging in and conducting the activities selected by him on the Executive Regional Airport as specified by the written contract. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to him, and then only to the extent provided in a written agreement. The Port reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state, and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The Port reserves the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands available for such purpose, consistent with the orderly and safe

operation of the Airport.

2.2 Prequalification Requirements

As a condition precedent to the granting of an operating privilege on the Airport, the prospective Operator must submit a detailed description of the intended operation, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, in order to provide high quality service to the aviation community and general public in the St. John the Baptist Parish area and throughout the River Parishes, including the following:

2.3 Application

The application form is attached as Appendix 2, Application Form to this document. The information required for the form includes:

- a. The name, address, and telephone number of the applicant.
 - If the applicant is a corporation, name address and telephone number of registered agent of the corporation.
 - If the applicant is a partnership/joint venture, name address and telephone number of all general investors/partners
- b. Services to be offered
- c. Proposed date for commencement of operations
- d. Amount of land to be leased and/or being requested
- e. Building space to be constructed or leased
- f. Number of aircraft to be provided
- g. Number of persons to be employed
- h. Hours of proposed operation
- i. Number and types of insurance coverage to be maintained
- j. Evidence of financial capability to perform and provide the proposed services and facilities. (This evidence shall be in the form of a financial statement audit, and/or income tax statement.)
- k. Attach all copies of all licenses, certifications, and permits possessed by the applicant or its key employees to be based at the Airport, that are necessary or required to perform the proposed services

2.4 Annual Reporting Requirement and Notification of Changes

Operators shall report annually, by the anniversary date of the effective date of their Lease or Permit, the

information listed above and shall provide the Airport Director with three weeks advance notice of its intention to start up or discontinue an authorized Commercial Aeronautical Service. In addition, all Operators must file updated FAA certificates and ratings (their own and their Employees") annually when received, and must file within two weeks of receipt any changes in their own and their Employees" FAA certificates and ratings.

2.5 Financial Responsibility

The prospective Operator must provide a statement, satisfactory to the Port, of evidence of his financial responsibility, from a bank or trust company doing business in St. John the Baptist Parish or within the River Parishes, or from such other source that may be acceptable to the Port and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, or operations, and shall also indicate his ability to provide working capital to carry on the contemplated operations once initiated.

2.6 Experience

The prospective Operator shall furnish the Port with a statement of his past experience in the specified aviation services proposed to be furnished by him together with a statement setting forth personnel to be used for the operations and experience data of said personnel.

2.7 Non-Discrimination

Products and services shall be provided on a fair, equal, and nondiscriminatory basis to all users of the Airport. These products and services shall be provided at a fair, reasonable and nondiscriminatory prices. If lawful, reasonable and nondiscriminatory discounts and other similar types of price reductions may be extended to purchasers and users.

The Operator agreed to operate the premises leased for the use and benefit of the public:

- To furnish good, prompt, and efficient service, adequate to meet all demands for its service at the Airport.
- To furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof.
- To charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- The Operator, his agents, and employees will not discriminate against any person or class of persons because of race, color, creed, or national origin in providing any services or in the use of its facilities provided for the public in any manner prohibited by Part 21 Assurances of the Regulations of the Office of the Secretary of Transportation. The Operator further agrees to comply with such enforcement procedures as the United States might demand that the Port take in order to comply with the Sponsors Assurances.

2.8 Licenses, Permits and Certifications

The Operator shall obtain and comply with all necessary licenses and permits for the conduct of anticipated activities at the Airport required by the Airport owner or any other duly authorized governmental agency having jurisdiction. The Operator shall not engage in any activities at the Airport prior to obtaining any certification required by the FAA, State, or local governmental agency. The Operator must provide copies of any licenses, permits, certifications, or ratings upon request and must comply within seven (7) days following the request.

2.9 Personnel

The Operator shall have in its employ, and on duty during defined operating hours, trained personnel in such numbers as are required to meet minimum standards herein. The Operator shall also provide an employee in the office to supervise the operations on the leased premises. This employee must be able to address the service and product needs of aircraft owners and pilots. Such a person shall be authorized to represent and act for, and on behalf of, the Operator during all business hours. All personnel are required to hold appropriate FAA certificates and ratings, as applicable.

2.10 Taxes and Other Fees Not Outlined in the Lease or Use Agreement

It is the responsibility of the Individual and/or business conducting activity on the Airport that may be subject to taxes and/or other fees (Parish, State, or otherwise) imposed under the authority of such agencies to pay such levy if required.

2.11 Facility Maintenance and Upkeep

Unless specifically stated otherwise in individual lease agreements, maintenance of properties and facilities leased on the Port of South Louisiana Executive Regional Airport shall be the sole responsibility of the lessee.

Add some additional text/explanation... For example...

Operators, at their sole cost and expense, shall:



- a. Maintain the Leased Premises, including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security Improvements, in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear excepted;
- b. Provide all necessary cleaning services for the Leased Premises, including custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear excepted; and
- c. Replace and/or reimburse the Port for, any property damaged by lessee, its activities, sublessees, customers, employees, visitors, vendors, suppliers, or contractors.

2.12 Environmental Compliance

Operators shall, at each Operator's own expense, comply with all present and hereinafter enacted environmental laws, rules and regulations, and any amendments thereto, affecting or applying to the Operator's activities at or on the Airport.

Compliance

In its operations at the Airport, Operators shall strictly comply with all applicable environmental laws, the Airport environmental policies and procedures (including without limitation, the Storm Water Pollution Prevention Plan ("SWPPP") and Spill Response Plan), and generally accepted industry environmental best management practices and standards. Without limiting the generality of the foregoing provision, the Operator shall not use or store hazardous materials on or at the Airport except as reasonably necessary in the ordinary course of the Operator's permitted activities at the Airport, and then only if such hazardous materials are properly labeled and contained. The Operator shall not discharge, release, or dispose of any hazardous materials on the Airport or surrounding air, land, or water and shall promptly notify the Port of any hazardous material spills, releases, or other discharges by the Operator at the Airport and promptly abate, remediate, and remove same. The Operator shall provide the Port with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport, or any alleged material noncompliance with environmental laws by the Operator at the Airport within ten (10) days after such documents are generated by or received by the Operator. If the Operator uses, handles, treats or stores hazardous materials at the Airport, the Operator shall have a contract in place with an Environmental Protection Agency or Louisiana Department of Environmental Quality approved waste transport or disposal company, and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport and disposal. Complete records

of all disposal manifests, receipts and other documentation shall be retained by the Operator and made available to the Port for review upon request. Port staff shall have the right at any time to enter the premises to inspect, take samples for testing, and otherwise investigate the premises for the presence of hazardous materials. Such inspections shall be scheduled during regular business hours if possible. Such schedules will be coordinated with the Operator.

Responsibility

Operator's hazardous materials shall be the responsibility of the Operator. The Operator shall be liable for and responsible to pay all environmental claims that arise out of, or are caused in whole or in part, from Operator's use, handling, treatment, storage, disposal, discharge, or transportation of hazardous materials on or at the Airport, the violation of any environmental law by the Operator, or the failure of the Operator to comply with the terms, conditions and covenants of this article. If the Port incurs any costs or expenses (including attorney, consultant and expert witness fees) arising from the Operator's use, handling, treatment, storage, discharge, disposal, or transportation of hazardous materials on the Airport, the Operator shall promptly reimburse the Port for such costs upon demand. All reporting requirements under environmental laws with respect to spills, releases, or discharges of hazardous materials by the Operator at the Airport under any law are the responsibility of the Operator.

2.13 Airport Security

Any Airport Operator, its employees, agents, customers, and contractors, shall comply fully with any airport security requirements deemed necessary by the Port and relayed to the Operator.

To control access to the air operations area ("AOA"), Operator will provide written notice to the Director of the names, addresses, telephone number(s), and contact persons for each contractor employed by Operator that will require access to the AOA for the benefit of Operator within five (5) days after the execution of the contract with such person.

The Operator shall control the premises so as to prevent unauthorized access to the AOA and shall ensure that unattended buildings, gates and other access points are locked. Operator shall strictly comply with FAR Part 107 (Aviation Security), and Operator's security system must comply with the Airport's security specifications. The Port reserves the right to install security devices in or on the Premises as it deems necessary at Port's cost. The Port will maintain security equipment located on the Operator's premises which is associated with FAR 107 or which the Port may elect to install at some future date.

2.14 Unmanned Aircraft Systems (Drones)

Drone operations are prohibited without prior approval from the Port and are to be avoided in the Airport environs because of other air traffic. It is very difficult for other aircraft to see and avoid a drone while flying, and drone Operators are responsible for any safety hazard their drone creates in an Airport environment.

Drone pilots planning to fly under 400 feet in controlled airspace around Airports must receive an airspace authorization from the FAA before they fly.

There are three options by which a drone can be operated legally.

Option 1: With a Remote Pilot Certificate and following FAA Part 107 regulations, pilots must obtain airspace authorization from the FAA to fly in controlled airspace, which can be obtained through Low Altitude Authorization and Notification Capability (LAANC), DroneZone, or through a written agreement with the FAA for fixed flying sites.

In order to fly a drone under FAA Part 107, Small Unmanned Aircraft Rule, pilots must obtain a Remote Pilot Certificate from the FAA. This certificate demonstrates that the pilot understands the regulations, operating requirements, and procedures for safely unmanned aircraft.

Option 2: As a recreational operator, persons operating unmanned aircraft from a fixed site within Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport, or a community-based organization conducting a sanctioned event within such airspace, the location of the fixed site must be known to the Administrator and mutually agreed upon operating procedure with the air traffic control facility must be established.

FAA Reauthorization Act of 2018 defines how, when, and where a recreational flyer can fly drones for recreational purposes. Following these rules will keep pilots and their drones safe and will help keep the airspace available to everyone.

Option 3: If the operator is a public entity (law enforcement or government agency), the FAA may issue a special permission to fly in a designated location near an Airport.

Government agencies (including Federal, State, and tribal), law enforcement, and public safety entities have two options for operating drones under 55 pounds.

- Operate under 14 CFR Part 107 (Small UAS rule)
 - Part 107 allows operations of drones or unmanned aircraft system (UAS) under 55 pounds at or below 400 feet above ground level (AGL) for visual line-of-sight operations only
- Operate under statutory requirements for public aircraft (49 U.S.C. §40102(a) and § 40125).
- Operate with a Certificate of Waiver or Authorization (COA) to be able to self-certify UAS and Operators for flights performing governmental functions
- Emergency Authorizations & Operations

To support first responders and other entities affiliated with them, the FAA can quickly issue authorizations for natural disaster and other emergency situation response.

First responders and other organizations responding to natural disasters or other emergency situations may be eligible for expedited approval through the Special Governmental Interest (SGI) process. Operations that may be considered include:

- Firefighting
- Search and Rescue
- Law Enforcement
- Utility or Other Critical Infrastructure Restoration

- Incident Awareness and Analysis
- Damage Assessments Supporting Disaster Recovery Related Insurance Claims
- Media Coverage Providing Crucial Information to the Public

To apply for a waiver through the SGI process a pilot must be an existing Part 107 Remote Pilot with a current certificate or must have an existing Certificate of Waiver or Authorization (COA). To submit a waiver through this process, an Emergency Operation Request Form must be completed and sent to the FAA's System Operations Support Center (SOSC). If approved, the FAA will add an amendment to the existing COA or Remote Pilot Certificate that authorizes the pilot to fly under certain conditions for the specified operation. If denied, Operators should not fly outside the provisions of their existing COA or part 107. Operators have the option to amend their requests.¹

2.15 Variance from Minimum Standards

The Port has the right, but is not obligated, to approve variances or exemptions to the Minimum Standards when a specific clause, section, or provision of the Minimum Standards may not be justified in a particular case because of special conditions or unique circumstances.

Any variance from the Minimum Standards will need to meet the following criteria:

- Prior to approving or denying variances or exemptions, the Airport shall conduct review of all relevant information to include any disputes of these Minimum Standards as well as any other information that may be requested or required by the Airport.
- Approval or denial by the Airport of a variance or exemption shall be provided in writing.
- If approved, the variance or exemption shall only apply to the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.
- An approval by the Airport of a variance or exemption shall not serve to amend, modify, or alter the Airport's Minimum Standards.
- When a specific product, service, or facility is not currently being provided at the Airport, the Airport may enter into an Agreement or Permit with an Operator under terms and conditions that may be less than those outlined in the Airport's Minimum Standards for a limited period of time known as a pioneering period. The duration of the pioneering period shall be specified in the Agreement or Permit.
- Requests for variance or exemption shall be submitted in writing to the Airport and must state the specific clause(s), section(s), or provision(s) for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason for the proposed variance or exemption, identify the anticipated impact on the Airport (and other entities including Operators and Tenants at the Airport, users of the Airport, and the Public), and identify the duration of the proposed variance or exemption.
- A variance or exemption is limited to the applicant requesting the variance or exemption.

¹ This process is referred to as the Special Government Interest (SGI) amendment process and is outlined in FAA Order JO 7200.23A.

3. GENERAL REQUIREMENTS

3.1 Requirement of a Written Agreement

Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the Port, which agreement will recite the terms and conditions under which he will operate his business on the Airport, including, but not limited to, the term of agreement; the rentals, fees, and charges; the rights, privileges and obligations of the respective parties; and other relevant covenants. It should be understood, therefore, that neither the conditions herein contained nor those set forth in the Schedule of Minimum Standards and Requirements represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will not change or modify the minimum standards and requirements; or be inconsistent therewith.

3.1.1 Subleasing

If an operator desires to sublease space to another operator, or subcontract a function required by these standards, the operator must obtain advance written approval of the Airport Director to do so, and may, depending upon the activities conducted or service(s) provided, require such sub lessee or subcontractor to enter into a separate Agreement with the Port. In addition, the form and substance of all subleases also shall require advance written approval of the Airport Director prior to execution, and no sublease may deviate from the permitted use(s) authorized in the operator's original agreement with the Port.

3.2 Insurance Requirements

Unless otherwise expressly written in the lease between the Port and the Tenant, all commercial Operators who conduct business at the Port of South Louisiana Executive Regional Airport are required to obtain the minimum insurances as described in this section and as is required per type of operation in Appendix C, Insurance Requirements. Additional insurance may be required by the Port during lease negotiations and/or state and local regulations. It is the responsibility of the Tenant to be informed of any additional requirements imposed by any law or ordinance as they pertain to their particular operation. The Operator must provide the Port with a certificate of insurance and the Port reserves the right to request a certified copy of the complete insurance policy or any portion of the policy prior to executing a lease. Any changes or amendments to the aforementioned policy during the lease term must be sent to the Port at least thirty (30) days prior to the effective date of change.

3.3 Operator Requirements

3.1.1 Site/Premises Development Standards

Location

Operators shall be permitted to conduct commercial Aeronautical Activities only in areas of the Airport specified for such use in the Airport Master Plan and Airport Layout Plan, and as defined within the operator's Agreement.

Space Requirements

The minimum space requirements will be evaluated and established by the Port based on the proposed development.

Airport Design Criteria

All construction of Improvements and infrastructure must conform to and comply with the approved plans and specifications submitted by Operator and approved by the Pity and the Airport Director, the applicable statutes, ordinances, building codes, rules and regulations of St. John the Baptist Parish and the FAA and such other authorities as may have jurisdiction over the Airport, the Premises or Operator's operations herein. The height of any structure on the Premises must be within the limits of the FAA regulations governing objects affecting airspace, as set forth in 14 C.F.R., Part 77 and the Parish's Airport Height Hazard and Compatible Use Zoning Ordinances. Any structure that violates these requirements shall be subject to removal or remediation at the Operator's expense. The Airport Director will have the right to review all plans and specifications for any Improvements to be constructed on the Premises to determine compliance with such regulations. The approval by the Airport Director shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with the Operator.

Design/Construction Review

Operator shall not construct, install, remove, or modify any Improvements on the Premises without the prior written approval of the Airport Director, or his designated representative, of Operator's plans and specifications for the proposed project. All plans shall be complete and submitted in accordance with the applicable provisions of the Lease or Permit.

Bonds and Insurance

Operator shall provide or cause to be provided to the Port prior to the commencement of any construction of any Improvements, a valid performance bond and payment bond, each in the amount of the maximum

estimated hard construction costs, for the successful construction of its Improvements. Said bonds shall be maintained and kept in full force and effect until work items called for in the Operator's agreement with the Port are complete. The bonds shall be conditioned to ensure performance and payment by the Operator and its construction contractor of all Improvements required and proposed by the Operator, and to stand as security for the successful completion of the built Improvements on the Premises and for payment of any valid claim by the Port against the Operator or its Contractor associated with the construction of the improvements. The bonds shall be in a form acceptable to the Port. If Operator engages any contractors and/or subcontractors to construct Improvements on the Premises, the contractors and subcontractors must carry appropriate builders risk and commercial general liability policies as is required at that time by the Port for construction projects on Port property. Note: A Letter of Credit may be acceptable in lieu of a bond if approved by the Port.

Other Facilities

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office; a paved aircraft apron with tie-down facilities within the leased area sufficient to accommodate its services and operations, and telephone facilities.

Landscaping. Landscaping of facilities is required. Each FBO or SASO will be required to provide a plan for landscaping its area to be approved by the City and maintained by the FBO or SASO in a neat, clean and aesthetically pleasing manner, all in accordance with the ABIA Design and Development Guide.

Right of Relocation

The Port shall have the right to relocate Operator's Premises when necessary to accommodate the Airport development. The Airport Director shall solely determine the need for such relocation. If relocation becomes necessary, the Port shall provide the Operator with a replacement area substantially equivalent in size and amenities. Should Operator disagree with the replacement location, Operator shall have the right, within ten (10) calendar days of receipt of the Airport Director's written notice of impending relocation, to provide written notice to the Airport Director that Operator disagrees with the replacement location. Upon such notice by Operator, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved with thirty (30) days, the Airport Director shall have the right to unilaterally decide the matter, and Operator agrees to and shall abide by the Airport Director's decision, subject to such rights of termination as Operator may have under its Lease or Permit. If the Port requires the Operator to relocate its facilities during the term of this Agreement, the Port shall will reimburse the Operator for its documented actual and reasonable out-of-pocket relocation

expenses, if any, but the Port shall have no liability for increased overhead or operating costs, or lost profits or revenue of Operator, if any, arising out such relocation.

Ownership of Improvements

All rights, titles, and interests in any Improvements constructed by or for an Operator on the Airport shall fully vest in the Port upon the end of the term of the Operator's Permit or Lease. The Operator shall execute and deliver to the Port such documents as may be required to evidence the Port's ownership of such Improvements.

3.3.2 Personnel

The Operator shall have in his employ, and on duty during the required operating hours, trained personnel with proper FAA credentials, Certificates, and ratings as required in such numbers and types to provide adequate and efficient services as specified in the rules and regulations and/or lease or rental agreement.

3.3.3 Insurance

The Operator shall procure and maintain, during the term of his/her agreement insurance of the types and in the minimum limits set forth in the schedule of minimum standards for the respective categories of aeronautical services. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Louisiana. In all cases, Operator must comply with the Louisiana Statutes with respect to Workmen's Compensation and Unemployment insurance. Where more than one aeronautical service is proposed, the minimum limits will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) activities are chosen, it would not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation; however, if one of the selected activities required passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of activities would be the highest minimum limit stated in the chosen grouping. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of his application or during pre-lease discussions.

3.3.4 Motor Vehicles on Airport

No person shall operate a vehicle on the aircraft taxiways or runways without authorization from the Airport Director. The authorized operation of vehicles on aircraft movement areas must be in compliance with current Federal Aviation Regulations and Aeronautical Information Manual requirements. No person

shall operate any motor vehicle on the Airport other than in strict accordance with the applicable Federal, State and Parish laws, codes and other similar regulatory measures, now in existence or as may hereafter be modified or amended.

Vehicle Operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport.

The Operator takes responsibility and assumes all liability for the actions of any party, supplier, member, agent, or individual that the Operator allows upon the Airport's aircraft movement areas.

The Port reserves the right to deny access to any party or business if the party fails to act responsibly while in control of machinery or motor vehicles operating on the Airport.

The Operator may make provisions for the transportation of pilots and passengers of transient general aviation aircraft (using the Operator's facilities and services and in the conduct of the Operator's business) to and from the Operator's office to the Operator's aircraft tie-down areas, the Port's Airport Terminal areas, etc. Each Operator shall ensure that on-Airport transportation of personnel and equipment using the Operator's facilities and services is conducted solely in the Operators vehicles. Customer motor vehicles are not permitted on the AOA. The Operator performing this service with motor vehicles driven on the Airport proper shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures now in existence or as may be hereafter modified or amended.

The Operator shall be required to equip these motor vehicles with two-way radio capable of communicating with the UNICOM frequency and must monitor communications and make announcements of their intentions while operating in the Aircraft Operations Area. No vehicles allowed on any paved or treated aircraft movement or parking area shall have dual wheeled axle loadings greater than that provided for in construction plans, certified by - a professional engineer, or subsequently approved by the FAA.

The speed limit for any vehicle operating on the Airport is 10 miles per hour. Taxiing aircraft shall have the right of way over all ground vehicles. Private vehicles are not allowed on the taxiway or runway. Any urgent access must be approved in advance by the Airport Director. Only the Airport Director and staff are authorized to provide runway and taxiway access to commercial construction and maintenance vehicles. Such access is through requests in advance on an as needed basis.

A Tenant is allowed to drive their personal vehicle to their respective hangars and park in their hangar and shall at no time block the path of others trying to access their leased space. If there is no room for parking, that vehicle should be parked in the closest designated parking area outside of the fenced area.

The Airport offers parking for both short- and long-term use. Vehicles parked on the Airport property for more than three (3) consecutive days without any communication with and consent from a member of the Airport staff are subject to towing without notice to the owner. Recovery will be at the vehicle owner's expense.

Vehicle operators are hereby notified that the Port of South Louisiana is not liable for the protection or welfare of any vehicle, or contents within, while parked on the Airport property.

3.3.4.1 Driver Requirements

The follow are requirements for an individual to drive on the AOA.

- Valid U.S. State Driver's License
 - Each driver must have obtained and must maintain, in good standing, a valid state driver's license or a limited state driver's license that permits such driving at work.
- Display upon Request
 - Each driver shall carry or have in his or her possession, state driver's license at all times while operating on the AOA and display the state driver's license upon request by an Airport or FAA Representative.
- Harm to Airport Representatives
 - No driver shall take any actions that threaten the safety or cause harm to an Airport Representatives or that interfere with the safety and efficiency of Airport operations.
- Requirement to Report
 - All drivers must report all vehicle accidents to the Port by calling (985) 652-9295.
 - If immediate assistance is needed or in the event of an emergency, please call 911.

3.3.4.2 Vehicle Requirements

- Headlights and Taillights
 - Any vehicle not manufactured with taillights or headlights must have a minimum of three (3) inches of reflective material on the front and rear and at least two (2) red reflectors affixed to the rear. All motorized vehicles must be equipped with two (2) operable headlights and two (2) or more operable red taillights. Lights must be used at any time

when visibility is impaired (hours of darkness, rain, fog, etc.).

- Beacons/Orange & White Checkered Flags
 - All motorized vehicles, operating on the Movement Area during daylight shall be equipped with an amber rotating beacon or an orange and white checkered construction flag. All motorized vehicles, operating on the Movement Area between sunset and sunrise must be equipped with an amber rotating beacon. The flag or beacon shall be located on the highest point of the vehicle in a location visible from 360 degrees around the vehicle. The beacon must be on at all times when operating in the Movement Area.
- Working Condition
 - Every vehicle shall have a steering mechanism, tires, windshield wipers, horns, speedometers, mirrors and brakes in good working condition.
- Towed Equipment
 - All towed equipment must be equipped with positive locking couplings.
- Posters, Stickers and Signs
 - No vehicle shall have posters, stickers, signs or other objects on the windows of such vehicle, other than those required by the Airport or other state or federal government authority.
- Vehicle Deficiency
 - When any Airport Representative has reasonable grounds to believe that a vehicle operating under this procedure is not in compliance, the Airport Representative may issue an Administrative Violation to the person operating such vehicle.
- Spot Checks
 - All vehicles authorized to operate on the ramps and airfield shall be subject to random spot checks by Airport Operations and/or Port Security. Drivers of vehicles found deficient during these spot checks shall be advised of the vehicular deficiency.

3.3.4.3 Motor Vehicle Insurance Requirements

The Operator shall procure and maintain for any motor vehicles he operates on the Airport, Motor Vehicle Liability Insurance in the limits specified in Section 3.2 Insurance Requirements.

4. GENERAL LEASE CLAUSES

These lease clauses shall be contained as a minimum in all leases between the Port and the Operator engaged in any aeronautical service on the Airport.

4.1 Non-Discrimination - Premises to be operated for use and benefit of Public.

The Operator agrees to operate the premises leased for the use and benefit of the public:

1. To furnish good, prompt, and efficient service, adequate to meet all demands for its service at the Airport
2. To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof
3. To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
4. The Operator, his agents, and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or In the use of its facilities provided for the public in any manner prohibited by Part 21 Assurances of the Regulations of the Office of the Secretary of Transportation. The Operator further agrees to comply with the Port's Assurances.

4.2 Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall operate to prevent any person or persons, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

4.3 Non-Exclusive Rights

No Operator may be granted in fact or by written instrument any exclusive right as defined by Section 308(a) of the Federal Aviation Act of 1958, as amended. The Federal Aviation Administration (FAA) shall in the final analysis, make determination of the existence of a prohibited exclusive right, and such determination shall be final. If the FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed null and void for all purposes.

4.4 Airport Development

The Port reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the views of the Operator, and without interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities, the Port agrees to provide a comparable location, and agrees to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator.

4.5 Port's Rights

The Port reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard. The Port shall have the right to regularly audit the financial records of all Operators; and may require periodic reports of volume of business conducted. The Operator shall keep on file with the Port a list of all rates and charges for services and notify the Port thirty (30) days in advance of any changes in the same. All such rates or charges are subject to approval by the Port of Louisiana.

4.6 War or National Emergency

During the time of war or national emergency, the Port shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease is executed, the provisions of this instrument in so far as they are inconsistent with the provisions of the lease to the Government, shall be suspended or modified in whatever manner is appropriate to the situation.

4.7 Airport Obstructions

The Port reserves the right to protect navigable airspace associated with the Airport as defined by 14 CFR Part 77 - Objects Affecting Navigable Airspace, against penetration by obstructions, together with the right to prevent any Operator from erecting or permitting to be erected any building, sign, or other structure on the Airport which, in the opinion of the Port and the FAA, would limit the usefulness and safety of the Airport, or contribute as an obstruction or hazard to air navigation. The Port reserves the right to review all plans and specification for any improvements to be constructed on the Airport to determine compliance with 14 CFR Part 77. The approval by the Port shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with the Operator.

4.8 Subordination

This lease shall be subordinate to the provisions of any existing or future grant assurance made between the Port and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Any provision of these standards, any lease or practice carried out on or for the Airport shall be subordinate to and, fiat variance with the grant requirements, unilaterally reformable at the Port's or the FAA's option for conformity with these grants.

4.9 Compliance with Laws

The Operator shall at all times comply with the Airport Rules and Regulations, federal, state, and municipal laws, ordinances, codes and other regulatory measures now in existence or, as may be here after modified or amended, applicable to the specific type of operation contemplated by him. The Operator shall procure and maintain during the term of the agreement all licenses, permits, and other similar authorizations required for the conduct of his business operations. Any fines or other assessments made against the Port as a result of the non-compliance of any Operator with any law, regulation, or ordinance shall be the responsibility of the offending Operator, which shall reimburse the Port for any and all costs associated with any such enforcement actions.

4.10 Indemnity

The Operator shall hold the Port of Louisiana, the Airport Director and the officers, agents and employees of the Port harmless from and against all suits, claims, demands, actions, and/or causes of action of any kind or nature including, but not limited to action of Operator employees, agents guests, customers, and sub-contractors in any way arising out of, or resulting from, his tenancy and activities, and shall pay all expenses in defending any claims against the Port by reason of his tenancy and activities.

4.11 Misrepresentation

All terms and conditions with respect to these regulations are expressly contained herein, and the Operator agrees that no representative or agent of the Port has made any representation or promise with respect to these regulations not expressly contained herein.

4.12 Assignment and Sublease

The Operator's lease agreement with the Port shall not be assigned to any other entity or individual without receiving the prior consent of the Port. The Operator or assignee shall not sublease any portion

of the premises subject to a lease agreement with the Port without receiving the prior consent of the Airport Director. Additionally, any such assignment or sublease shall be done by written instruments executed by the Operator and each assignee or sublessee.

4.13 Miscellaneous

The prospective Operator may select one, or a combination of, the aeronautical services covered by the Port's minimum standards and requirements. Where more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable minimum standards on combinations of services will be discussed with the prospective Operator at the time of his application.

The Operator shall keep and maintain leased premises in a safe, neat, and orderly manner to the extent necessary to meet or exceed good housekeeping/HAZMAT containment practices in conformance with the Airport's Stormwater Pollution Prevention Plan (SWPPP) as required by the U.S. Environmental Protection Agency NPDES Stormwater Program, the Louisiana Department of Environmental Quality and the Department of Natural Resources.

The Operator shall maintain the pavement constructed by the Operator. The maintenance of the interior and exterior of the building, utility costs, and trash removal shall be the Operator's responsibility. All grass mowing and landscape maintenance within the Operator's leased premises shall be the Operator's responsibility.

5.0 MINIMUM STANDARDS FOR SPECIALIZED AVIATION SERVICE OPERATIONS

5.1 Aircraft Rental

An aircraft rental, Operator is a person(s), firm or corporation engaged in the rental of aircraft to the public.

5.1.1 Minimum Standards

- (a) The Operator shall lease from the Commission or FBO an area of sufficient size, shape, and location to provide sufficient area to accommodate the Operator's activities and operations including at least 5,000 square feet of floor space for storage and maintenance of aircraft, office, shop, customer lounge, restrooms, all area other than the floor space for storage and maintenance of aircraft must be properly heated, air- conditioned, and lighted, and shall provide telephone facilities for customer use. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no. on- street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tie- down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in his section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the Port.
- (b) The Operator shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of his operation, but not less than two (2) certified and currently airworthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of flight under instrument conditions. The Operator shall provide an employee to be in attendance in the facility office at all times during operating hours. The Operator shall employ at least one person having current FM certified flight instructor ratings for each of the aircraft models offered for rental. The Operator shall develop and implement written policies to ensure that only qualified and licensed persons may rent aircraft and shall provide a copy of said policies to the Commission. The Operator shall have its premises open eight (8) hours a day, six (6) days a week. The use of an adequate telephone service will be considered as being "open" if such service has access to the Operator or his local representative.

The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Section 3.2: Insurance Requirements

5.2 Flight Training

A flight training Operator is a person(s), firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed wing or rotary wing aircraft, and provides such related ground school instruction as is necessary for preparation to taking an FM written examination and flight check ride for various category or categories of pilots licenses and ratings.

5.2.1 Minimum Standards

- (a) The Operator shall lease from the Commission (or sublease from an FBO or commercial Operator with the approval of the Commission) an area of sufficient size, shape, and location to provide sufficient area to accommodate the Operator's activities and operations including at least 1,500 square feet of floor space for storage and maintenance of aircraft, office, shop, customer lounge, restrooms, all properly heated, air- conditioned, and lighted, and shall provide telephone facilities for customer use. The Operator shall provide at a minimum an office, classroom, and briefing room space as required by 14 CFR Part 141 (with adequate mockups, pictures, slides, filmstrips, and other visual aids) to support flight-training activities. There is no requirement that the Operator be certified under 14 CFR 141. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tie-down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the Port.
- (b) The Operator shall have available for use in flight training, either owned or under written lease to Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of his student operation, but not less than three (3) properly certificated aircraft, at least one (1) of which must be equipped for and capable of use in instrument flight instruction. The Commission reserves the right to require one (1) twin-engine aircraft in addition to the above if it feels this is necessary to insure full training availabilities on the Airport. The Operator may engage in the maintenance of only those aircraft either owned or under written lease. The Operator shall have his premises open and services available ten (10) hours daily, seven (7) days a week and shall have an employee in the facility at all times during the required hours. The Operator shall have on duty, on a full time basis, at least one (1) flight instructor who is currently certificated by the Federal Aviation Administration to provide the type of flight training offered; and shall have available for

call, on a part- time basis, at least one (1) flight instructor who is currently certificated by the Federal Aviation Administration to provide the type of flight training offered; and shall provide a currently certificated ground school instructor, at least four (4) days per week, three (3) hours per day, available as needed.

- (c) The Operator shall provide certificates of insurance providing the coverages in the amounts specified in Section 3.2: Insurance Requirements

5.3 Multiple Services

A multiple services Operator is a person(s) firm, or corporation engaged in any two (2) or more of the aeronautical services for which minimum standards have been hereinbefore provided. The Operator shall meet the Minimum Standards set forth for each type of service offered.

5.3.1 Minimum Standards

- (a) The Operator shall lease from the Commission an area of sufficient size, shape, and location for aircraft storage, parking and other uses in accordance with the services to be offered, on which shall be erected a building approved by the Commission suitable for aircraft storage, and at least 1,500 square feet of floor space for office, restrooms, customer lounge, and telephone facilities for customer use. Auto parking space for employees and customers (NO on-street parking), a paved walkway, and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator's activities and operations shall be provided. If Line Service is one of the multiple services offered, the Operator shall provide Aircraft Sales, Airframe and Powerplant Repair Facilities, Aircraft Rental and Flight Training. Space requirements are not necessarily cumulative, and will be decided upon on a case-by-case basis. If Flight Training is one of the multiple services offered, the Operator shall provide classroom and briefing room facilities in the aforementioned building. If Crop Dusting, Aerial Application or other Commercial Use of Chemicals are part of the multiple services offered, the Operator shall provide a centrally drained, paved area approved by the Commission for aircraft loading, washing, and servicing. Operator shall also provide for the safe loading and unloading, storage, and containment of noxious chemical matters. Such facilities will be in a location at Executive Regional Airport which will provide the greatest safeguard to the public.
- (b) The Operator shall comply with the aircraft requirements, including the equipment thereon, for each aeronautical service to be performed except as hereinafter provided.

Multiple uses can be made of all aircraft except aircraft used for crop- dusting, aerial application, or other commercial use of chemicals.

The Operator, except if he is performing combinations of multiple services for which aircraft are not required, shall have available and based at the Airport, either owned by the Operator or under written lease to Operator, not less than five (5) certified and currently airworthy aircraft, suitably equipped and capable of flight, to meet the minimum standards and requirements as hereinbefore provided for each aeronautical service to be performed. The Operator shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operator is performing.

- (c) The Operator shall procure and maintain, during the term of his agreement, as a minimum, insurance coverage which is equal to the highest of the minimum limits set for the respective categories of aeronautical services being performed by the Operator. Minimum insurance requirements are not necessarily cumulative, and will be decided upon on a case-by-case basis.
- (d) The Operator shall adhere to the hours of operation required for each aeronautical service being performed.

The Operator shall have in his employ, and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner, for each aeronautical service being performed by the Operator. Minimum employee requirements are not necessarily cumulative, and will be decided upon on a case-by-case basis.

5.4 Commercial Aviation Operators Subleasing from Another Commercial Operator on the Airport

5.4.1 Standards for Sublease Operations

Such Operators shall meet all of the minimum standards established by the Commission for the category, or categories of services, to be furnished by the Operator, except for the lease of land and construction of facilities.

5.4.2 Sublease Fees

In the event a Commercial Aviation Operator desired to sublease space to another company to provide one or more of the above activities, the following conditions will apply:

- a) Obtain written approval from the Port to sublease the space and function.
- b) Pay the Commission any additional fees which would be negotiated at the time and include all ground space, utilities, parking, offices, etc. Ground lease fees are subject to revision, upward or

downward, by the Commission.

- c) There can be no sublease leaseholders on the entire premises without the express written consent of the Airport Commission.
- d) In the event that the lessee sublets any portion of their lease, the sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the Commission in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the Commission as it relates to the enforcement of these standards. The lessee shall be responsible for sublessee non-compliance with any obligation under the lease or these minimum standards and approval of sublease shall in no way waive the lessee's responsibilities.
- e) An Operator subleasing its commercial area from an FBO may use the FBO's facility to meet the requirements for office space, customer lounges, restrooms, telephones, and paved aircraft apron as set forth in the section covering commercial Operators in these minimum standards.

5.5 Commercial Aircraft Hangar Operator

An aircraft hangar Operator is an Operator engaged in the ownership or lease of aircraft hangars providing aircraft storage for its Tenants.

5.5.1 Minimum Standards

- (a) The Operator shall lease from the Port an area of land on which will be erected a building (or sublease from an FBO or commercial Operator with the approval of the Port) to provide sufficient area to accommodate the Operator's activities and operations. Minimum hangar sizes for aircraft storage shall be as follows: T-Hangars 1,200 square feet, with a depth of 40 feet, and Conventional or Box Hangars 6,400 square feet, with a depth of 80 feet. Paved walkways with all points of access will conform to criteria specified in the Americans with Disabilities Act (ADA). The Operator shall provide a paved aircraft apron within the leased area to accommodate the movement of aircraft from its facility to the taxiway complex. The Operator shall provide area with adequate tie-down facilities and with paved access to taxiways. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the Port.
- (b) The Operator shall have its premises open and services available to meet the demand for its services at least eight (8) hours a day, five (5) days a week. The Operator shall have an employee in the facility office or readily on-call and available at all times during the required operating hours. The Operator may sublet hangar space for aircraft storage without the approval of the

Port; however, any such subletting shall be subject to all minimum standards herein set forth. The sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the Port in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the Port as it relates to the enforcement of these standards.

- (c) The Operator shall provide certificates of insurance providing the coverages and, in the amounts, specified in Appendix C: Insurance Requirements.

5.6 Self Service Fueling

Any Operator operating aircraft on the Airport may dispense aircraft fuel and oil into aircraft they own, lease for use, subject to the provisions of this section. The self-fueler lessee may hangar, tie-down, adjust, repair, refuel, clean and otherwise service his own aircraft, provided he does so with his own employees in accordance with the established standards relating to such work. Lessee shall not dispense aircraft fuel to another Airport user. Dispensing aircraft fuel is limited to lessee's own use in aircraft owned by it or leased for its exclusive use.

5.6.1 Fueling Permit(s) Required

No Operator shall engage in fueling operations at the Port without having first been issued fueling operations permit(s) by the Port.

5.6.2 Fueling Operations Permit-Application, Issuance, and Renewal

- (a) An applicant for the issuance or renewal of a fueling operations permit shall file with the Port an application form provided for that purpose, which must be signed by the applicant.
- (b) When an application has been filed with the Port, the Port shall make an inspection of such applicant's site, equipment, and fuel dispensing and storage for the proposed fueling operations in order to ensure compliance with all applicable laws, ordinances, or regulations.
- (c) The Port shall issue or renew a fueling operations permit within thirty (30) days of receipt of an application unless one (1) or more of the following is found to be true:
 - (1) The applicant has failed to provide required information or has provided false information in their application.
 - (2) The applicant's proposed fueling operations will violate an applicable law, ordinance, regulation or determined by the Port to interfere with the safety or aircraft operations at the Airport.

- (3) The applicant has had a fueling operations permit revoked or suspended within the two (2) years preceding the date of the application.
- (4) The applicant has failed to meet the minimum requirements of these regulations.

5.6.3 Display of Fueling Operations Permit

- (a) A permittee shall always display a fueling operations permit issued by the Port in a conspicuous place on the permittee's premises .
- (b) The permittee shall display a fueling operations permit issued by the Port in the front windshield permanently affixed to the driver's side window or on a movable card, but in plain view for inspection in the same location.

5.6.4 Cancellation by Permittee, Assignment and Transfer

- (a) A permittee may cancel their fueling operations permit upon thirty (30) days written notice to the Port.
- (b) A fueling operations permit is not assignable or transferable.

5.6.5 Revocation or Suspension of Permit

The Port may revoke or suspend a fueling operations permit if it is determined that:

- (a) The permittee has violated any provision of these regulations and has not made needed corrections in a timely manner as directed by the Port,
- (b) The permittee has given false or misleading information to the Port during the application process,
- (c) The permittee has intentionally or knowingly impeded a lawful inspection by the Port or other Operator authorized to inspect the fueling operations of the permittee,
- (d) The permittee has demonstrated an inability or willingness through repeated violations of these regulations and/or failure to take appropriate or adequate corrective actions, in the manner and time frame as directed by the Port within a twelve-month period, committed one (1) or more violations of these regulations and has failed to make needed corrections in a timely manner as directed by the Port, or;
- (e) The permittee has failed to provide the Port with an up to date (monthly) Self Fueling Report of fuel dispensed and flowage fees paid or has failed to maintain and retain a log of the inspections of the Self Fueling equipment.

5.6.6 Self Fueling Permittee Responsibilities

- (a) All into-plane delivery of fuels shall be performed only on leased premises unless written permission is granted to the other property by Port or lessor.
- (b) A permittee shall obtain the written approval of the Port prior to the construction or installation of any improvement on the permittee's leased premises.
- (c) A permittee shall maintain all fueling facilities in a safe and clean condition equal in appearance and character to other similar Airport improvements.
- (d) A permittee shall promptly repair any damage caused to the facilities or the Airport by the permittee, the permittee's employees, agents, patrons, and guests.
- (e) A permittee shall replace any fueling facility improvement on its leased premises which has been destroyed by fire, explosion, weather conditions, or disaster within sixty (60) days of such destruction.
- (f) Upon written notice, the permittee shall perform any non-emergency reasonable facility maintenance that the Port determines is necessary. If a permittee fails to undertake such maintenance within three (3) days of receipt of the written notice, the Port may perform the maintenance and/or revoke or suspend the permit. If maintenance is performed by the Port, the permittee shall reimburse the Port for the cost of the maintenance performed. The Port reserves the right to order any fuel facility be placed out of service immediately if the Port determines in its best reasonable judgment that an unsafe condition exists. In such case, the Operator is obligated to take appropriate corrective action immediately.
- (g) A permittee shall require any prime contractor it hires for the construction of a permanent improvement to provide 100% performance bonds acceptable to the Port in the full amount of the construction contract for all contracts of fifty thousand dollars (\$50,000.00) or more and 50% payment bonds for contracts of twenty five thousand dollars (\$25,000.00) or more, naming the permittee and the Port as joint obligees.
- (h) The permittee shall have in force General and Environmental Liability and Products Liability Insurance as specified in Appendix C: Insurance Requirements.
- (i) A fueling log shall be presented to the Port no later than the 5th day of each month to reflect the previous calendar month. This shall include the amount of fuel dispensed and if none is dispensed it needs to be reported as such.

5.6.7 Self Fueling Operations

Minimum Standards

Entities desiring to operate from privately owned hangars and/or to dispense aviation fuels and oil and provide other related services, such as aircraft tie-down and parking, for his/her aircraft or through the use of the Operator's employees using the owner or Operator's own equipment and resources shall meet the following minimum operating standards.

Design and Operating Standards

Each Permittee shall comply with the following standards, codes, and requirements applicable to self-fueling service and self-service aircraft servicing, as may be amended, or updated from time to time. Additionally, a permittee shall, as required to meet local conditions as appropriate, develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the Airport as prescribed in:

- (a) Reference No. IV: FM Advisory Circular 150/5230-4 Changes 1 and 2, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Appendix 7 Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports
 - (b) NFPA 30, Flammable and Combustible Liquids Code 2000 Edition
 - (c) Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, 1998 Revision - 2000.1
 - (d) NFPA 407 - Standard for Aircraft Fuel Servicing (2001 Edition)
 - (e) NFPA Standard 415, Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways (1997 Edition)
 - (f) American Petroleum Institute Standard 1542, Airport Equipment Marking for Fuel Identification (Fifth Edition, January 1991.)
 - (g) Applicable State of Louisiana and Parish Building and Fire Codes
 - (h) Applicable fuel tank standards/specifications as adopted by the Airport
 - (i) All applicable Federal, State, and local rules and regulations
- (a) Self-fueling operations may be conducted only by the aircraft owner, or his employees using the owner or Operator's own equipment and resources.
 - (b) Self-fueling operations may be conducted only on premises the aircraft owner has leased or subleased from the Port at the Airport or on areas specifically designated for fueling.
 - (c) No fuel may be dispensed into any aircraft other than those listed on the permit.

- (d) The current applicable fuel flowage fee shall be paid on all fuel dispensed under this category.
- (e) The aircraft owner performing the services under this category will be required to carry the types and amounts of insurance as specified in Appendix C: Insurance Requirements.

5.6.8 Land Lease and Improvements

The leasehold shall contain sufficient land as determined by the leaseholder and approved by the Airport Director and the Port to provide space for all buildings, paved aircraft apron, paved private employee automobile parking, vehicular driveways and service access ways, and minimum building setbacks from edges of the leasehold. If the applicant desires to maintain its own aviation fuel farm facility, such facility shall be located within the above described leasehold area, subject to applicable building and fire codes in effect at time of applicants construction of such fueling facility. In addition to the approved leasehold requirement for hangar facilities, the applicant shall provide, if needed, paved taxiway access to the Airports existing taxiway system. Such taxiways provided by applicant shall be constructed in full conformance with applicable FAA standards for the largest type of aircraft expected to use the taxiway.

5.6.9 Personnel

All fueling personnel shall be properly trained and qualified to perform their duties. Records of successful completion of said training, including certificates, etc., shall be maintained by the Permittee, and submitted to the Airport. All fueling personnel shall document that they have received appropriate training in, and are fully familiar with, all Airport operating rules and regulations, in particular those dealing with Airport access; Airport security; emergency response; communications; and any other information required by the Airport.

5.6.10 Self Fueling Facilities

Lessee may construct and maintain its facilities at its own expense at a location approved by the Airport Director, and shall conduct self-fueling operations in compliance with all applicable federal, state, local and fueling industry laws, ordinances, standards and regulations. Lessee shall obtain a fueling permit from the Airport and follow all current safety, operational, quality control and maintenance requirements for fuel farms; payment of fuel flowage fees; inspection and testing of fuel farms and fueling personnel; and FAA procedures for aircraft fueling operations.

Fuel farm facilities shall contain properly metered and filtered fixed dispensers for dispensing aviation fuels from above ground storage facilities having a minimum capacity of five thousand (5,000) gallons. Lessee shall maintain all fueling facilities in a safe and clean condition.

5.6.11 Self Fueling Flowage Fee

A flowage fee of 7½% of wholesale cost per gallon will be paid to the Port by lessee for each gallon of fuel delivered to and dispensed into the lessee's storage facility.

5.6.12 Self Fueling Insurance Requirements

The Operator shall provide certificates of insurance providing the coverages and, in the amounts, specified in Appendix C: Insurance Requirements.

5.7 Commercial Self Service Fueling

Commercial Self-Service Fueling shall mean the fueling of an aircraft by the pilot using commercial Aircraft Fuel pumps installed for that purpose. The Commercial Self-Service Fueling facility may or may not be attended by the contracted party, which is a Fixed Base Operator that is exercising its right to sell Aircraft Fuel. Only FBOs shall be permitted to provide Commercial Aircraft Fueling services and operate Retail Aircraft Fueling facilities at the Airport.

5.7.1 Minimum Standards

The Operator shall lease from the Port an area of land on which will be erected a structure (or sublease from an FBO with the approval of the Port). The Operator shall provide a paved aircraft apron within the leased area to accommodate the movement of aircraft from its facility to the taxiway complex. The Operator shall provide area with adequate tie-down facilities and with paved access to taxiways. Paved tie-down facilities shall be provided, or leased from Port with public access, for the number of aircraft expected to be accommodated in Operator's business plan. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the Port. To reduce the hazard of static electricity, an adequate number of grounding rods will be installed in aprons and parking areas or other locations where aircraft fueling will be performed. All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

A permittee shall, as required to meet local conditions as appropriate, develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the Airport as prescribed in: Reference No. IV: FM Advisory Circular 150/5230-4 Changes 1 and 2, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Appendix 7 Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports., NFPA 30, Flammable and Combustible Liquids Code 2000 Edition., Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, 1998 Revision - 2000.1., NFPA 407

- Standard for Aircraft Fuel Servicing (2001 Edition), NFPA Standard 415, Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways (1997 Edition), and American Petroleum Institute Standard

1542, Airport Equipment Marking for Fuel Identification (Fifth Edition, January 1991.)

- (a) Commercial Self-Service fueling operations must be conducted in compliance with all applicable Federal, State, and local rules and regulations.
- (b) Commercial Self-Service fueling operations may be conducted only by the aircraft owner, his employees, aircraft Operator or the Port.
- (c) Commercial Self-Service fueling operations may be conducted only on leased premises from the Port at the Airport.
- (d) No fuel may be dispensed into any aircraft other than those owned or controlled by the aircraft Operator.
- (e) The current applicable fuel flowage fee shall be paid on all fuel dispensed under this category.
- (f) The aircraft owner performing the services under this category will be required to carry the types and amounts of insurance as specified in Appendix C: Insurance Requirements.

5.7.2 Fueling Permit(s) Required

An FBO shall not engage in fueling operations at the Port without having first been issued fueling operations permit(s) by the Port.

5.7.3 Fueling Operations Permit - Application, Issuance, and Renewal

- (a) An applicant for the issuance or renewal of a fueling operations permit shall file with the Port an application form provided for that purpose, which must be signed by the applicant.
- (b) When an application has been filed with the Port, the Port shall make an inspection of such applicant's site, equipment, and fuel dispensing and storage for the proposed fueling operations in order to ensure compliance with all applicable laws, ordinances, or regulations.
- (c) The Port shall issue or renew a fueling operations permit within thirty (30) days of receipt of an application unless one (1) or more of the following is found to be true:
 - (1) The applicant has failed to provide required information or has provided false information in their application.
 - (2) The applicant's proposed fueling operations will violate an applicable law, ordinance, regulation or determined by the Port to interfere with the safety or aircraft operations at the Airport.

- (3) The applicant has had a fueling operations permit revoked or suspended within the two (2) years preceding the date of the application.
- (4) The applicant has failed to meet the minimum requirements of these regulations.

5.7.4 Display of Fueling Operations Permit

A permittee shall display a fueling operations permit issued by the Port in a conspicuous place on the permittee's premises at all times.

5.7.5 Cancellation by Permittee, Assignment and Transfer

A permittee may cancel its fueling operations permit upon **thirty (30)** days written notice to the Port.

A fueling operations permit is not assignable or transferable.

5.7.6 Revocation or Suspension of Permit

The Port may revoke or suspend a fueling operation permit if it is determined that:

- (a) The permittee has violated any provision of these regulations and has not made needed corrections in a timely manner as directed by the Port;
- (b) The permittee has given false or misleading information to the Port during the application process;
- (c) The permittee has intentionally or knowingly impeded a lawful inspection by the Port or other Operator authorized to inspect the fueling operations of the permittee, or;
- (d) The permittee has demonstrated an inability or willingness through repeated violations of these regulations and/or failure to take appropriate or adequate corrective actions, in the manner and time frame as directed by the Port. Within a twelve-month period, committed one (1) more violations of these regulations and has failed to make needed corrections in a timely manner as directed by the Port.
- (e) The permittee has failed to provide the Port with an up-to-date (monthly) Self-Service Fueling report of fuel dispensed and flowage fees paid, or maintained inspections of the Self Fueling equipment and the retention of a log of activity.

5.7.7 Commercial Self Service Fueling Permittee Responsibilities

- (a) All into-plane delivery of fuels shall be performed only on leased premises unless written permission is granted to the other property by the Port or lessor.

- (b) A permittee shall obtain the written approval of the Port prior to the construction or installation of any improvement on the permittee's leased premises.
- (c) A permittee shall maintain all fueling facilities in a safe and clean condition equal in appearance and character to other similar Airport improvements.
- (d) A permittee shall promptly repair any damage caused to the facilities or the Airport by the permittee, the permittee's employees, agents, patrons, and guests.
- (e) A permittee shall replace any fueling facility improvement on its leased premises which has been destroyed by fire, explosion, weather conditions, or disaster within sixty (60) days of such destruction.
- (f) Upon written notice, the permittee shall perform any non-emergency reasonable facility maintenance that the Port determines is necessary. If a permittee fails to undertake such maintenance within three (3) days of receipt of the written notice, the Port may perform the maintenance and/or revoke or suspend the permit. If maintenance is performed by the Port, the permittee shall reimburse the Port for the cost of the maintenance performed. The Port reserves the right to order any fuel facility be placed out of service immediately if the Port determines in its best reasonable judgment that an unsafe condition exists. In such case, Operator is obligated to take appropriate corrective action immediately.
- (g) A permittee shall require any prime contractor it hires for the construction of a permanent improvement to provide 100% performance bonds acceptable to the Port in the full amount of the construction contract for contracts of fifty thousand dollars (\$50,000.00) or more and 50% payment bonds for contracts of twenty five thousand dollars (\$25,000.00) or more, naming the permittee and the Port as joint obligees.
- (h) The permittee shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel and oil in such quantities as are necessary to meet the requirements set forth herein. Aviation fuel and oil delivered to the Operator by a vendor will be considered by the Port to be fuel and oil dispensed by the permittee under the purview of the minimum rates established in the agreement with the Port.
- (i) The permittee shall have in force General and Environmental Liability and Products Liability Insurance as specified in Appendix C: Insurance Requirements.

5.7.8 Land Lease and Improvements

The leasehold shall contain sufficient land as determined by the leaseholder and approved by the Airport Director and the Port to provide space for all buildings, paved aircraft apron, paved private employee automobile parking, vehicular driveways and service access ways, and minimum building setbacks from edges of the leasehold. If the applicant desires to maintain its own aviation fuel farm facility, such facility shall be located within the above described leasehold area, subject to applicable building and fire codes in effect at time of applicants construction of such fueling facility. In addition to the approved leasehold requirement for hangar facilities, the applicant shall provide, if needed, paved taxiway access to the Airports existing taxiway system. Such taxiways provided by applicant shall be constructed in full conformance with applicable FAA standards for the largest type of aircraft expected to use the taxiway.

5.7.9 Personnel

All fueling personnel shall be properly trained and qualified to perform their duties. Records of successful completion of said training, including certificates, etc., shall be maintained by the Permittee, and submitted to the Airport. All fueling personnel shall document that they have received appropriate training in, and are fully familiar with, all Airport operating rules and regulations, in particular those dealing with Airport access; Airport security; emergency response; communications; and any other information required by the Airport.

5.7.10 Commercial Self Service Fueling Facilities

- (a) All fuel storage locations shall be designated by the Port and identified on the FAA approved Airport Layout Plan;
- (b) Individual tank sites shall be leased by the Port to the Commercial Self-Service Fueling Operator subject to availability and compliance with all Airport and fueling regulations.
- (c) Lessee shall construct and maintain his facilities and shall provide commercial self-service fueling operations in compliance with all applicable Port, State and Federal laws and regulations whether presently in effect or enacted hereafter.
- (d) A commercial self-service fueling Lessee shall provide at least one metered filter-equipped fixed dispenser for dispensing 100 octane or turbine fuels from above ground storage facilities having a minimum capacity of ten thousand (10,000) gallons. Lessee shall maintain all fueling facilities in a safe and clean condition.

5.7.11 Commercial Self Service Flowage Fee

A flowage fee set by the Port as a percentage of wholesale cost per gallon will be paid to the Port by lessee

for each gallon of fuel delivered to lessee's storage facility. The fee is set out in Appendix 4 – Fuel Flowage Fee.

5.7.12 Commercial Self Service Fueling Insurance Requirements

The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Section 3.2.

5.8 Through the Fence Operator

The Port may elect to enter into an agreement (i.e. access agreement or lease agreement) that permits access to the public landing area by independent Operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the Airport property. However, a through-the-fence operation could undermine an Airport's minimum standards unless the Airport sponsor is careful to apply its minimum standards through an Airport access agreement, including conditions to protect the Airport's ability to meet all of its Federal obligations.

5.8.1 No Obligation to Permit Through the Fence Operations

The obligation to make an Airport available for the use and benefit of the public does not require the Airport sponsor to permit ground access by aircraft from adjacent property. Through-the-fence arrangements can place an encumbrance upon the Airport property and reduce the Airport's ability to meet its Federal obligations. As a general principal the FAA does not support agreements that grant access to the public landing area by aircraft stored and serviced off-site on adjacent property.

In some cases, however, the Airport sponsor may opt to grant through-the-fence access, but it should do so only when the Airport retains its ability to meet its Federal obligations. To minimize the possibility of conflict between a through-the-fence agreement and the Airports' ability to meet its Federal obligations, the Port shall retain the legal right to require the off-site property owner or party granted access to the Airport to conform in all respects to the requirements of any existing or proposed grant agreement or Federal property conveyance obligation. This includes requirements to ensure operating safety and equitable compensation for use of the Airport. Special safety and operational requirements shall be incorporated into any access agreement to ensure that the through-the-fence access does not complicate the control of vehicular and aircraft traffic or compromise the security of the airfield operations area.

All proposed agreements granting access to a public landing area from off-site locations must be reported to the FAA Regional Airports Division with a full statement of the circumstances and a copy of the proposed through-the-fence or access agreement so the FAA can review it for consistency with the Airport sponsor's Federal obligations and incorporate it into the current Airport Layout Plan (ALP).

5.8.1 Access Agreement

Any through-the-fence access shall be subject to a written agreement between the Port and the party granted access. The access agreement shall specify what specific rights of access are granted; payment provisions that provide, at a minimum, parity with similarly situated on-Airport Tenants and equitable compensation for the use of the Airport; expiration date; default and termination provisions; insurance and indemnity provisions; and a clear statement that the access agreement is subordinate to the grant assurances and/or Federal property conveyance obligations and that the Port shall have the express right to amend or terminate the access agreement to ensure continued compliance with all grant assurances and Federal property conveyance obligations.

The access agreement shall have a fixed contract period and the Port is under no obligation to accept a proposed assignment or sale of the access agreement by one party to another. The sale or assignment of the access agreement between the Operator and the Port is prohibited.

5.9 Ultralights

An Ultralight Operator engages in commercial Ultralight operations including rental, training, sales and maintenance activities.

Ultralight Operators must comply with all provisions of the Code of Federal Regulations (CFR), Part 103 and all operating directives issued by the Airport Director.

Prior to starting Ultralight Operations, the Airport will determine if this activity will present or create a safety hazard to the normal operations of Aircraft arriving or departing the Airport. An FAA airspace study may be necessary to determine the efficiency and utility of the Airport for such operations.

Ultralight Commercial Operators must comply with the provisions of these Minimum Standards.

APPENDIX A – DEFINITIONS AND ACRONYMS

As used in these Minimum Standards, the following terms have the following meanings:

Aeronautical Activity: Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations.

Note: Activities within this definition, commonly conducted on Airports, include, but are not limited to, the following: air taxi and charter operations, scheduled and nonscheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

Aircraft means aeronautical devices, including, but not limited to, powered fixed-wing airplanes, gliders, balloons, ultralights, helicopters, and gyrocopters.

Aircraft Maintenance means inspection, overhaul, repair, preservation, alteration, and the replacement of parts but excludes preventive maintenance.

- 1) **Major Repair** means a repair
 - a) That if improperly done, might appreciably affect weight, balance, structural strength, performance, power plant operation, flight characteristics, or other qualities affecting airworthiness, or
 - b) That is not done according to accepted practices or cannot be done by elementary operations.
- 2) **Minor Repair** means a repair other than a major repair
- 3) **Major Alteration** means an alteration not listed in aircraft, aircraft engine, or propeller

specifications

- a) That might appreciably affect weight, balance, structural strength, performance, power plant operation, flight characteristics, or other qualities affecting airworthiness or
- b) That is not done according to accepted practices or cannot be done by elementary operations.
- 4) **Minor Alteration** means an alteration other than a major alteration.

Aircraft Movement Area means all paved airfield surfaces (except for the designated general aviation, Terminal, and Cargo aprons) which includes all runways, taxiways, and non-marked aircraft maneuvering areas of the Airport. The Aircraft Movement Area is usually defined under formal agreement with the Airport traffic control tower chief, Airport owner, airlines, and other major aviation users of the Airport. When in operation, the Airport Traffic Control Tower has direct and positive control of activities within the Aircraft Movement Area. The Aircraft Movement Area is considered a "restricted area" requiring access authorization by the Port.

Aircraft Non-Movement Area means all paved airfield pavements other than those areas designated as the Aircraft Movement Area and includes aprons designated as General Aviation Apron, Terminal Apron, and Cargo Apron and taxilanes servicing those aprons.

Aircraft Operation means the taxi, takeoff, or landing of an aircraft within the designated Aircraft Movement Areas or Aircraft Non-Movement Areas.

Aircraft Operator means any Operator which pilots, controls, owns, exclusively leases or maintains an aircraft.

Aircraft Parking and Storage Areas means those hangar and apron locations of the Airport designated by the Port for the parking and storage of aircraft. These areas include "tie-down" aprons equipped with three-point rope or chain devices that are used to secure aircraft.

Airfield: See **Aircraft Movement Area**

Airpark: See **Airport**.

Airport means the entirety of the Port of South Louisiana Executive Regional Airport.

Airport Director means the Port of South Louisiana official designated as the Director of the Executive Regional Airport. For the purposes of this document, the Airport Director shall include any other designated individual representing or acting in behalf of the Airport Director.

Airport District Office (ADO): These offices are outlying units or extensions of regional Airport divisions. They advise and assist public agencies and their agents with the submission of project requests for

establishing, improving, equipping, and financing Airports. They also provide advisory services to the owners and Operators of both public and private Airports . regarding the operation and maintenance of their Airports.

Airport Industrial Park means a specific portion of on-Airport land use set aside for the development of Airport-compatible industrial facilities. The industrial park may, or may not be associated with aeronautical activity at the Airport. All industrial development activity, and/or commerce shall not interfere with the continued operation and safety of the Airport.

Airport Layout Plan, also ALP Sheet or ALP Set means a graphic presentation to scale of existing and proposed Airport facilities, their location on the Airport and the pertinent clearance and dimensional information required to show conformance with applicable FAA Airport planning and design standards. A current FAA-approved ALP is a prerequisite to issuance and receipt of federal funding in support of any Airport capital improvement project.

Airport Minimum Standards means a document adopted and formally approved by Port within which are detailed provisions outlining the minimum standards acceptable by the Port for entities aspiring to conduct commercial or non-commercial operations or activities on the Airport.

Airport Owner also Port or Owner, means the Port of South Louisiana. Where approval, enforcement or other act on the part of the Port is referred to herein, the Port shall act by and through its ordinances unless otherwise specifically indicated.

Airport Property means all on-Airport real estate and other on-Airport material assets owned, leased or controlled by the Port through a legal agreement.

Airport Traffic Control Tower (ATCT) means Airport traffic control tower, personnel, equipment, facilities, and services as sanctioned and certified by the FAA for the control, separation, and movement of aircraft in the air or on the ground.

Approval means the written approval of the Port before any improvement is installed or constructed on a leased premise, or on-Airport commercial or non-commercial operation is conducted.

Apron, also Ramp means those areas of the Airport, both public and private/leased, designated by the Port for the parking or storage of aircraft. As a rule, these areas are usually restricted to access and involve aeronautical activities such as enplaning and deplaning passengers, aircraft servicing, aircraft parking and tie-down, and the handling of air cargo transfer.

Assurance: An assurance is a provision contained in a Federal grant agreement to which the recipient of Federal Airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

Based Aircraft means any aircraft whose "home base" or "permanent residency" is the Port of South Louisiana Executive Regional Airport.

Building means the main portion of each structure, all projections or extensions therefrom and any additions or changes thereto and shall include garages, outside platforms, docks, carports, canopies, eaves, and porches.

CFR means Code of Federal Regulations. 14 CFR pertains to Aeronautics and Space.

Commercial Aeronautical Activity means any commercial activity which relates to aviation activities in general. Such activity includes, but is not limited to: charter operations, pilot training, aircraft rental, sight-seeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air taxi operations, aircraft sales, service, sale of aviation petroleum products, repair and maintenance of aircraft, and the sale of aircraft parts.

Commercial Aeronautical Service means a service which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, and includes those services provided by either a Fixed Base Operator (FBO) or a Specialized Aviation Service Operator (SASO).

Commercial Aviation Operator is defined as a person or persons, firm, or corporation engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective(s) are accomplished. Authorized activities shall be strictly limited to anyone, or a combination of the following aeronautical services performed in full compliance with the specific activity standards, hereinafter set forth:

- Aircraft Sales (New and/or Used)
- Airframe and Powerplant Repair Facilities
- Aircraft Rental
- Flight Training
- Line Services (Aircraft Fuels & Oil Dispensing)
- Specialized Aircraft Repair Services – Radios, propellers, instruments, and accessories
- Aircraft Charter and Air Taxi
- Specialized Commercial Flying Services

- Multiple Services
- Commercial Aviation Operators Subleasing from another Commercial Operator on the Airport

Scheduled air carrier and scheduled air taxi services, as defined by the Civil Aeronautics Board and the Federal Aviation Administration, or any other activities not specifically provided for in the minimum standards, will be subject to negotiation.

Commercial Self-Service Fueling: Fueling of an aircraft by the pilot using commercial fuel pumps installed by for that purpose. The fueling facility may or may not be attended by the vendor, which may be a fixed Operator or an Airport sponsor/Operator that is exercising its right to sell fuel.

Employee is a person who is hired for a wage, salary, fee, or payment to perform work for an employer.

Operator means any person, persons, proprietorship, association, firm, joint venture, partnership, corporation, limited liability company, other business organization, or any combination of the above.

Equipment means all machinery, together with the necessary supplies, tools, and apparatus necessary to the properly conduct the activity or services being performed.

Exclusive Rights: The power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right or by other means. An exclusive right can be conferred 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 would be an exclusive right.

Note: Granting an exclusive right to conduct activities on an Airport developed or improved with federal funds is expressly prohibited by law; however, the Port may reserve such exclusive rights unto itself.

FAA means the Federal Aviation Administration of the United States Department of Transportation (USDOT).

Fixed-Base Operator (FBO) means any Operator which maintains facilities specifically defined herein at the Airport for the purpose of engaging in the retail sales of aviation fuels and associated line service, aircraft airframe and powerplant repair and maintenance, aircraft storage, flight instruction/aircraft rental, and a minimum of three (3) of the following: aircraft sales, air taxi and aircraft charter operation, avionics, instrument, propeller repair, or aircraft parking (tie-down).

Fueling Agent means any FBO business licensed and authorized to dispense fuel into aircraft or to accept delivery of fuel from a major oil company or fuel wholesaler at the fuel tank storage facility or fuel farm.

At the fuel farm, the fueling agent will further dispense fuel from the fuel storage tanks into fuel servicing vehicles which must be affiliated with an Airport FBO or fuel concessionaire.

Fuel Servicing Vehicle, also Fuel Tanker Vehicle, or Refueling Truck/Vehicle means any motor vehicle used for transporting, handling or dispensing aviation fuel, oils, and lubricants on the Airport.

Fuel Storage Area, also Fuel Farm means those facilities where AVGAS, Jet-A, automobile gasoline (Mogas), or other hazardous materials are stored. These facilities must be in areas designated, inspected and approved by the Port and meet minimum standards that specifically address the safe storage, handling, and dispensing of fuels or hazardous materials on the Airport.

General Aviation means all categories and types of aviation activities and/or commercial operations in the U.S. other than those for certified air carriers defined under FAR Part 121 or the Department of Defense.

Hangar means any fully or partially enclosed storage space for one or more aircraft.

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

Improvements means all buildings, structures, and facilities, including pavement, fencing, signs, and landscape constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the Port for conformity with its buildings and construction standards.

International Aircraft Operation means, in general, operations outside the territory of the U.S., including operations between the U.S. and foreign countries, and the U.S. and its territories or possessions. Includes both the combination passenger/cargo carrier and the all-cargo carriers engaged in international and territorial operations.

Itinerant Aircraft, also Transient Aircraft means any aircraft not "home-based" at the Airport, but transiting the Airport, obtaining fuel service or other service at the Airport, or on-loading or off-loading passengers or cargo. Itinerant aircraft are "home-based" elsewhere and may park or hangar at the Airport for short periods of time.

Itinerant Mechanic means an individual or business that conducts aviation mechanical repairs at the Airport for profit, but is not a Tenant or located on the Airport property. The mechanic is responsible for acquiring all required City/Parish/State Licenses along with the applicable Insurance Policies that may be required.

Lease: A contract between the Port and an Operator granting a concession that transfers rights or interests in property, or otherwise authorizes the conduct of certain activities. The lease must be in writing, executed by both parties, and enforceable by law.

Leased Premises means the entirety or portions of a ground area under lease by the Port to one or more entities, which may include all or parts of buildings, improvements, and fixed and removable structures.

Lessee means any Operator having a valid lease with the owner of the Airport, the Port.

Light Industrial Activity means on-Airport industrial activity that may, or may not, be aeronautically related. Such activity must be compatible with Airport operations and cannot directly generate smoke, fumes, light, gases, odors, electronic magnetic fields, radio frequencies, or heat that may adversely affect the usefulness, operation, or safety of the Airport.

Light Industrial Development means on-Airport industrial development that may, or may not, be aeronautically related. All on-Airport light industrial facility development and/or associated activities shall be governed and restricted to remain compatible and conducive to the continued operation and cannot directly generate smoke, fumes, light, gases, odors, electronic magnetic fields, radio frequencies, or heat that may adversely affect the usefulness, operation, or safety of the Airport. Industrial development of buildings, machinery, facilities, or appurtenances (as determined by the Port or the FAA) shall not interfere with the intended use or safety of the Airport's airspace as defined by FAR Part 77.

Light Industrial Operator means Operator that through lease agreement with the Port, develops and engages in on-Airport light industrial operations that are compatible with Airport operations.

Non-Aeronautical-Related Commercial Activity means commercial activity by entities, which by nature of the operation or service, is not directly associated with aeronautical activities. Such activities are allowed provided that they do not adversely affect the usefulness, operation, or safety of the Airport.

Non-Aeronautical-Related Commercial Operator means Operator that through lease and/or Operating Agreement with the Port conducts on-Airport commercial activities which, by nature of the operation or service, are not directly associated with aeronautical activities. Examples of non-aeronautical-related commercial operations typically include: car rentals, taxis service, restaurants, bars/lounges, vending machine and retail stores.

Non-Commercial Aeronautical Activity means activity by any Operator that conducts general aviation service(s) solely for its own benefit, not for the benefit of the public, or for hire.

Non-Commercial Aeronautical Operator means Operator or governmental agency through lease and/or operating agreement with the Port, maintains a facility or provides a general aviation service solely for its own benefit, and not for the benefit of the public. Such non-commercial aeronautical Operators are specifically prohibited from offering aeronautically related products or services for sale to the public.

Non-Commercial Non-Aeronautical Operator or Operator means any Operator which provides any service that is not directly related to commercial aeronautical operations and can only operate locally (based at the Airport).

Notice To Airmen (NOTAM) means a notice containing information (not known sufficiently in advance to publicize by other means) concerning the establishment, condition, or change in any component (facility, service, or procedure of, or hazard in the National Airspace System) the timely knowledge of which is essential to personnel concerned with flight operations.

Operating Agreement means a written contractual agreement between the Port and any Operator granting a concession or otherwise authorizing the conduct of certain activities which is in writing and enforceable by law.

Operator, also Commercial Aeronautical Operator, means any Operator engaged in any business on the Airport who is authorized and licensed to conduct such business by virtue of a contract or agreement with the Port. The business may, or not be directly associated with aircraft and aeronautical activities.

Owner, also Authority or Airport Owner, means the Port of South Louisiana Executive Regional Airport. Where approval, enforcement or other act on the part of Port of South Louisiana is referred to herein, the Port shall act by and through its Authority ordinances unless otherwise specifically indicated.

Permittee means any Operator having a valid permit with the owner on the Airport.

Repair Facility means any facility properly designed and equipped as specified herein to be utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments, and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

Self-Fueling means the fueling or servicing of an aircraft by the owner of the aircraft or the owner's employee. Self-fueling means using fuel obtained by the aircraft owner from the owners preferred source to fuel their aircraft and not for the purpose of resale of fuel. The owner/Operator must pay a fuel flowage fee as established by the Port.

Self-Service means self-service activities such as adjusting, repairing, cleaning, and otherwise providing service to an aircraft, provided the aircraft owner performs the service or his/her employees with resources supplied by the aircraft owner.

Self Service Fueling means fueling accomplished by the owner, owners employee, or Operator of an aircraft at a business facility approved and authorized to conduct Self Service fueling operations.

Specialized Aviation Service Operation (SASO) means an aeronautical business that offers a single or limited service. Examples of these specialized services may include aircraft flying clubs, flight training, aircraft, airframe and powerplant repair/maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support business.

Sponsor means local municipal or state government body, or a private Operator obligated to the federal government to comply with the assurances contained in grant agreements or property conveyance instruments. A sponsor may be an Operator that exists only to operate the Airport, such as an Airport authority established by state or local law. For the purposes of this document, the terms Airport sponsor and Airport Owner are used interchangeably.

Sublease means, with specific permission from the Port, a subordinate lease granted by a lessee, to another Operator for specified use of all or part of the Airport property defined with original lease.

"Through the Fence" Operation means an arrangement that the Airport sponsor may at times enter into to permit access to the public landing area by independent Operators offering an aeronautical activity or access to aircraft based on land adjacent to, but not part of, the Airport.

Tie-down means the designated paved or turf area suitable for parking of aircraft wherein a minimum of three suitable tie-down points are available.

APPENDIX B – APPLICATION FORM





PORT OF SOUTH LOUISIANA EXECUTIVE REGIONAL AIRPORT MINIMUM
STANDARDS

APPENDIX C – INSURANCE REQUIREMENTS

Unless otherwise expressly written in the lease between the Port and the Tenant, all commercial Operators who conduct business at the Port of South Louisiana Executive Regional Airport are required to obtain the minimum insurances as described in this section and as is required per type of operation in Appendix C, Insurance Requirements. Additional insurance may be required by the Port during lease negotiations and/or state and local regulations. It is the responsibility of the Tenant to be informed of any additional requirements imposed by any law or ordinance as they pertain to their particular operation. The Operator must provide the Port with a certificate of insurance and the Port reserves the right to request a certified copy of the complete insurance policy or any portion of the policy prior to executing a lease. Any changes or amendments to the aforementioned policy during the lease term must be sent to the Port at least thirty (30) days prior to the effective date of change. In addition to these requirements, the following terms must also be met:

- The insurance carrier(s) writing the policy or policies must be licensed to do business in the state of Louisiana. Other than worker's compensation, each policy must specify The Port of South Louisiana as additional insured.
- All insurance policies cited herein shall contain a waiver of subrogation rights endorsement in favor of The Port of South Louisiana.
- All insurance companies shall have a Best's financial rating of at least a B+ 6.

In some instances, an Airport Operator will provide multiple aeronautical services, each having its own individual insurance requirements. In such a case, the Operator will not be required to combine insurance totals or to purchase redundant insurance policies for each type of discipline. Rather, he will be required to purchase insurance with the maximum coverage limits per service type and must also purchase the required insurance necessary per discipline as denoted in Table 3-1.

Any failure to obtain insurance coverage, lapses in insurance coverage, or failure to provide the Port with proper proof of insurance constitutes a default of lease which may result in denial of access to Airport facilities or lease termination.

The Port reserves the right to periodically review and amend the insurance requirements that are imposed upon its Airport lessees.

All insurance, which the Operator is required by the Port to carry and keep in force shall include the Port of Louisiana, the Airport Director, and the officers, agents, and employees of the Port of Louisiana as named insureds. The Operator shall furnish to the Port's Airport Director proper certification that such insurance is in force, including one (1) copy of the policy, and will furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change. The Operator shall

have a thirty (30) day notice of cancellation in favor of the Port of Louisiana in place on all insurance policies. It is further understood as circumstances in the future dictate, the Port may require an increase in bodily injury and property damage insurance.

All insurance which the Operator is required by the Port to carry shall include coverage of: premises and operations, independent contractors and their subcontractors, real property (fire), personal injury, contractual liability, workers compensation/employer's liability, and product/completed operations coverage. It is recommended, although not required, that all Operators procure and maintain renter's insurance to protect their property.

The applicable insurance coverages shall be in force during the period of any construction of the Operator's facilities and/or prior to his entry upon the Airport for the conduct of his business.

Commercial or Aviation General Liability Insurance including Products and Completed Operations when applicable – Commercial and/or Aviation General Liability insurance defends the insured and pays those sums that the insured become legally liable to pay because of a claim for third party Bodily Injury and/or Property Damage. This policy typically provides coverage for Premises, Operations, Products, Completed Operations, and Personal Injury. Aviation General Liability insurance applies to the liability exposure of various commercial aviation operations. This includes, but is not limited to, Airports, fixed-base operators, aircraft service operations, aircraft manufacturers and flight schools. The Port requires lessees to maintain Commercial and/or Aviation General Liability insurance in the amount of \$5,000,000 per occurrence and a \$5,000,000 aggregate and covering the premises occupied and the operations performed by the lessee. Small hangar and T-hangar lessees who are not operating a business are required to maintain Aviation General Liability insurance in the amount of \$1,000,000 per occurrence and a \$1,000,000 aggregate.

Aircraft Liability – protects the insured from claims by third parties for bodily injury, including death and property damage. The claim has to result from an occurrence related to the operation of an aircraft. The Port requires coverage in an amount of at least \$1,000,000 per occurrence single limit Bodily Injury and Property Damage Liability including passengers. Air Charter and Commercial Operators are also required to provide passenger liability in an amount of \$1,000,000 per person per passenger seat. Overall, the type of aircraft liability required will be commensurate with the daily operations of the lessee. Those lessees who do not own aircraft are required to provide aircraft liability insurance for hired and non-owned aircraft.

Commercial Automobile Liability – protects against claims for bodily injury or property damage, covering all owned, non-owned, and hired autos used in connection with Airport work with minimum limits of \$

1,000,000 for bodily injury and property damage.

Commercial Automobile Liability – protects against claims for bodily injury or property damage, covering all owned, non-owned, and hired autos used in connection with Airport work with minimum limits of \$ 1,000,000 for bodily injury and property damage.

Comprehensive Automobile Liability – protects against claims for bodily injury or property damage, covering all owned, non-owned, and hired autos used in connection with Airport work with coverage at the force and level required by law.

Comprehensive Pollution Legal Liability—including liability resulting from actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, including but not limited to coverage for claims for sudden and accidental pollution, with a minimum limit of \$5,000,000 dollars for each occurrence and otherwise for all coverage afforded to Lessee for protection for clean-up, for governmental and third party claims for on-site and off-site bodily injury, property damage, and remediation costs.

Hangar Keeper's Liability Insurance – Operator shall keep hangar keeper's liability insurance sufficient to cover the maximum value of the property, including aircraft, left in the care, custody, or control of the Operator on the insured property. This insurance shall cover damage regardless of whether such damage is caused by the negligence of the Operator/Lessee. The limit of this insurance shall be commensurate w/ the anticipated highest value aircraft for which the Port lessee shall exercise care, custody, or control. It is permissible to include this insurance coverage w/ the aviation general liability discussed above.

Student and Renter's Liability - This non-owner's (renter's) aircraft insurance, protects the student should someone be injured or should property be damaged as a result of his or her operation of a non-owned aircraft or if the aircraft he or she is using gets damaged at the fault of the student. Owners of flight training operations should encourage students and renters of aircraft to purchase insurance in an amount greater than or equal to \$500,000 per occurrence.

Worker's Compensation and Employer's Liability Insurance – Worker's Compensation Insurance pays for medical care and lost wages, subject to statutory limitations, for work-related illness and/or injury to employees. Employers Liability insurance defends employers from lawsuits resulting from workplace illness and or accidents due to alleged negligence and pays those amounts that the Employer becomes legally liable to pay. The Port requires Worker's Compensation Insurance in an amount in accordance with Louisiana law and Employers liability with a minimum limit of \$1,000,000. Specialized endorsements to this coverage may be required as a result of lease negotiations.



Property Insurance – there will be occasions when Port lessees will have occupancy and/or control of real and/or personal property that is currently owned by the Port. It is the responsibility of the lessee to provide first party property insurance for Port owned property. Standard special form (all risk, fire and extended coverage) insurance, as well as flood insurance in the maximum amount allowed under the National Flood Insurance Program, in the name of the Port, (and the Port’s mortgagee, if any) and Lessee, as their interests may appear, covering any and all the buildings and improvements forming a part of the Leased Premises and all Tenant Improvements in an amount at least equal to one hundred (100%) percent of the replacement cost of the item in question but in no event less than such coverage as is required to avoid coinsurance provisions. The proceeds from any claim made on the fire and extended coverage and flood insurance policies, as provided herein, shall be used for the repair and/or restoration of said buildings and improvement to such condition as existed prior to the damage caused by any occurrence covered by said insurance.

Umbrella/Excess Liability Insurance – required with limits of not less than \$1,000,000 combined single limit per occurrence above the coverages when specified in a lease.

Named Additional Insured - The Insurance Certificates for the above insurance requirements must include as additional insured and loss payee (as applicable) the Port and must indicate that, in the event of any material change or cancellation of the policy, the insurance company will give the Port thirty (30) days written notice prior to such change or cancellation.

Contents Insurance and Business Interruption Insurance – Any lessee shall maintain all Risk Property Insurance for the value of the Lessee’s contents and personal property, including, without limitation, Lessee’s furnishings, furniture, equipment, supplies and contents located on the Leased Premises. Lessee shall also maintain business interruption insurance for rental payments for one year.

Certificates of Insurance and Endorsements – Any certificates of insurance and endorsements (as applicable) that the Lessee is required to obtain, as provided for and required by the conditions of the lease and said policy or policies of insurance shall be maintained throughout the term of the lease by Lessee. Lessee is obligated to provide the Port at all times with current certificates of insurance and endorsements (as applicable) and all supporting documents. Lessee shall provide the Port with evidence of renewal prior to the expiration of such insurance coverage.

Failure to Maintain Insurance – In the event that a Lessee fails to maintain the insurance policies required under the terms of their lease or to pay insurance premiums for policies on the Leased Premises and other policies, as provided above, such failure shall constitute a breach by Lessee and give the Port grounds for the cancellation of this Lease. Failure of Lessee to keep on file with the Port required insurance certificates

and endorsements (as applicable) also shall be a cause of default and give the Port grounds for the cancellation of their lease.

Port's Right to Change Insurance Coverage Requirements – The Port shall have the right every year to have insurance that is required to be provided by any Lessee examined and to demand such changes as may be reasonably required by the Port. Any Lessee must provide any such coverage within such sixty (60) days of notification of new requirements if any. Notwithstanding the minimum insurance limits set out herein, Lessee agrees to adjust the required minimum insurance limits from time to time as may be reasonably be required to assure that the coverages provided are of sufficient limits and types customarily obtained by reasonable and prudent Operators at the Airport and that are available on commercially reasonable terms.



TABLE C-1 – INSURANCE REQUIREMENTS MATRIX

Tenant / Operator	Commercial or Aviation General Liability	Aircraft Liability	Commercial Automobile Liability	Comprehensive Automobile Liability	Comprehensive Pollution Legal Liability	Hangar Keepers Liability	Student and Renters Liability	Workers Compensation and Employers Liability	Property Insurance	Products and Completed Operations	Umbrella & Excess Liability	Contents and Business Interruption
Fixed Base Operator	X	1	X	X	X	X		X	X	X	X	X
Self-Fueling Operator	X		X	X	X			X	X		X	X
Specialized Repair Services	X	1	X	X		2		X	X	2	X	X
Specialized Commercial Flying Services	X	1	X	X		2		X	X		X	X
Hangar Operator	X	1	X	X				X	X		X	X
Leasing Hangar Operator	X	1	X	X		2		X	X		X	X
Flight Training	X	1	X	X		2	2	X	X		X	X
Aircraft Airframe & Engine Maintenance	X	1	X	X		2		X	X	2	X	X
Aircraft Rental	X	1	X	X		2		X	X		X	X
Aircraft Charter & Air Taxi	X	1	X	X		2		X	X		X	X
Automobile Rental	X	1	X	X				X	X		X	X
Flying Clubs	X	1	X	X		2		X	X		X	X
Small Hangar / T-Hangar	X			X							X	

X – Required

1 – As applicable

2 – Not required, but highly recommended

APPENDIX D – FUEL FLOWAGE FEE

The Port has developed a fuel purchase program to meet the needs of a wide variety of airport users. Each of these programs uses a fixed margin formula. The retail sales price of the fuel product includes the cost of fuel, taxes and the Port's margin, inclusive of the established Fuel Flowage Fee. Retail sales prices are subject to change as the cost of fuel changes. The Fuel Discount Program defined herein reduces the Port's net margin.

FUEL DISCOUNT RATE SHEET

Transient aircraft	Retail price	
KAPS Based aircraft (registered in fueling system)	Retail minus \$.15 per gallon	
Licensed Commercial Business (located/based on airfield and billed on a monthly basis)	1 – 299 gallons	Retail minus \$.20
	300 – 499 gallons	Retail minus \$.30
	499+ gallons	Retail minus \$.40

Example:

Retail Rate is \$4.00 per gallon
Commercial Business buys 550 gallons in a month.
299 gallons at \$3.80 per gallon
199 gallons at \$3.70 per gallon
51 gallons at \$3.60 per gallon

Fuel Flowage Fee To Be Determined

A flowage fee of XXX% of wholesale cost per gallon will be paid to the Port by lessee for each gallon of fuel delivered to lessee's storage facility.