

NORTH TEXAS REGIONAL AIRPORT

MINIMUM STANDARDS FOR FIXED BASE AND COMMERCIAL OPERATORS

1.0 INTRODUCTION

This document is part of the set of primary guiding documents that govern the operation, management and development of North Texas Regional Airport (the Airport). This "Minimum Standards for Fixed Base and Commercial Operators" document establishes minimum entry requirements that are considered reasonable and relevant to commercial aeronautical activities that persons, firms or corporations may wish to engage at the Airport.

1.1 GENERAL STATEMENT OF POLICY

It shall be the policy of GCRMA, that any person(s), firms(s) or corporation(s) wishing to conduct commercial aeronautical activities, as defined herein, at North Texas Regional Airport (the Airport), shall be given equal opportunity to engage in such commercial aeronautical activities at the Airport that meet these Minimum Standards (Standards) established by the GCRMA. The GCRMA's purpose in imposing standards is to ensure a safe, efficient and adequate level of operation and services is offered to the public. The Standards were specifically prepared according to the Federal Aviation Administration (FAA) guidelines to be reasonable and not unjustly discriminatory. In exchange for the opportunity to engage in a commercial aeronautical activity, an aeronautical service provider (Operator) engaged in a commercial aeronautical activity agrees to comply with the Standards developed by the GCRMA. Compliance with these Standards is also part of every aeronautical service provider's lease agreement with the County. These Standards are and will be applied objectively and uniformly to all similarly situated on-airport commercial aeronautical service providers.

Pursuant to federal, state and local laws, the County and the GCRMA has the authority to promulgate standards deemed necessary to the efficient and proper operation of the Airport and in the interest of safety to govern matters relating to aircraft, motor vehicles, aircraft servicing and other equipment on the Airport. These Standards shall be enforced by the County and the GCRMA in accordance with and to the full extent of applicable law. These Standards are developed pursuant to FAA Advisory Circular 150/5190-7 "Minimum Standards for Commercial Aeronautical Activities", dated August 28, 2006.

The County, being the Owner and the GCRMA, being in the position of responsibility for the administration of the Airport, does hereby establish the following Policy: The Standards are intended to be the threshold entry requirements for those wishing to provide commercial aeronautical services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition.

These Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport and to promote fair competition at the Airport. The uniform application of these Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the Airport patrons.

Granting of Rights: No person(s), firms(s) or corporation(s) shall have access to or use the property of the County at the Airport for the purpose of providing commercial aeronautical activities unless they first meet the requirements of these Standards, obtain the permission of the GCRMA and have a properly executed lease agreement. The conduct of any and all providers of commercial aeronautical activities shall be subject to these Standards, as amended from time to time by the GCRMA. No person shall engage in the sale of food, drink, or any commodity including but not limited to gasoline, oil, or any fuel-based product, or offer services or solicit funds from the public at the Airport for any purpose, or post, distribute or display signs, advertisements, handbills, circulars, printed or written matter at the Airport, except upon terms and conditions prescribed by the GCRMA, including obtaining any prior written authorization or permit as may be required.

No person(s), firm(s) or corporation(s) shall be given any exclusive rights, as defined by the FAA, for the conduct of commercial aeronautical services at the Airport.

1.2 DEFINITIONS

The owner of, and ultimate authority over the North Texas Regional Airport, shall hereinafter be referred to as Grayson County (or the County), acting by and through the Grayson County Regional Mobility Authority and their Board of Directors.

A. Aircraft*

Aircraft - any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.

Air Charter or Taxi - the commercial operation of providing air transportation of person(s) or property for hire by either on a charter basis or as an air taxi operator.

Aircraft Fuel - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet or turbine engine.

Aircraft Operation - an aircraft arrival at, or departure from, the airport.

* These definitions are largely sourced from the "Airport Sponsor's Guide to Preparing Minimum Standards for Airport Aeronautical Service Providers and Airport Operating Rules and Regulations. Produced through a cooperative effort of the American Association of Airport Executives and National Air Transportation Association" May 2002.

Aircraft Owner - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

Aircraft Parking and Storage Areas - those hangar and apron locations of the Airport designated by the Director or Airport Manager for the parking and storage of aircraft.

Aircraft Rental - the commercial operation of renting or leasing aircraft to the public for compensation.

Aircraft Sales - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

Based Aircraft - an aircraft that the owner physically locates at the airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage.

B. General

Aeronautical Activity - any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance, and any other activities, which because of their relationship to the operation of aircraft can appropriately be regarded as an “aeronautical activity.”

Airframe and Power Plant Maintenance - the commercial operation of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43. This category of service also includes the sale of aircraft parts and accessories.

Airframe and Powerplant Mechanic (A&P) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings as authorized and described in 14 CFR Part 65.

Airport - all of the sponsored-owned or leased real or personal property, buildings, facilities and improvements within the boundaries of said Airport, as it presently exists or as it may exist when it is hereafter modified, expanded, or developed. “Airport” includes all of its facilities as shown on the most current Airport Layout Plan.

ALP - the currently approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, nav aids, etc.

Commercial Aeronautical Activity - the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable or tax-exempt. A commercial business activity that involves, makes possible, or is required for the operation aircraft, or which contributes to or is required for the safety of aeronautical operations.

Commercial Operator (Operator) - a person, firm, corporation, or other entity, which makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of aircraft operations, the purpose of such activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished.

Exclusive Right - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, contract, license, lease, permit or by the imposition of unreasonable standards or requirements, or by any other means.

General Aviation - all phases of aviation other than military aviation, and scheduled or non-scheduled commercial air carrier operations.

Hazardous Material - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board, or agency.

Minimum Standards - the qualifications or criteria, which may be established by the GCRMA as the minimum requirements that shall be met by businesses engaged in commercial aeronautical activities for the right to conduct those activities.

C. Governmental

Grayson County - the governing body of said County and owner of The North Texas Regional Airport (the "County")

Airport Director - the designated individual or duly authorized individual appointed by the Grayson County Regional Mobility Authority to administer and manage all operations of the Airport and Airport facilities, and to supervise all Airport projects (the "Director").

FAA - the Federal Aviation Administration as established in 1967 within the Department of Transportation of the United States government has the responsibility of promoting safety in the air, by both regulation and education.

FAR - the Federal Aviation Regulations as published by the FAA governs the operation of aircraft, airways and airmen. Compliance with the FARs is mandatory. In 1996, all

references to the FARs were changed to “14 CFR” (Title 14 of the Code of Federal Regulations).

Grayson County Regional Mobility Authority - pursuant to a Resolution dated October 20, 2008 of the Commissioners Court of Grayson County, the Grayson County Regional Mobility Authority is responsible for the planning, design, construction and operation of the Airport (the “GCRMA”) among other surface transportation responsibilities for the County.

D. Fueling

Fueling or Fuel Handling - the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment.

Fuel Storage Area - any portion of the Airport designated temporarily or permanently by the sponsor as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

Self-Fueling - the commercial operation of an unmanned stationary fuel tank and dispensing equipment for general use via a card reader. This includes the operations of anyone utilizing this type of equipment to provide fuel for sale or reuse.

E. Lease and Agreements

Agreement - the written agreement between the County and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid; and the right and obligations of the respective parties.

Airport Tenant (hereinafter referred to as “Lessee”) - any aviation related person, firm or corporation, leasing or renting property at the Airport, including a Fixed Base Operator or Commercial Operator, with access to the aircraft operating area for his own or other aircraft.

Lease - the written contract between the County and an Operator (Lessee) specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities and/or property.

Sublease - A written agreement, approved by the Director, stating the terms and conditions under which a third party Operator leases space from a Lessee for the purpose of providing aeronautical services at the Airport. All sub lesseses shall comply with all lease terms that the Lessee has with the County.

Permit - administrative approval issued by the GCRMA or other governmental agency, to a person or company to conduct a commercial aeronautical activity, and provide such services, to based and transient aircraft, only from facilities and locations where such services are authorized.

Person - an individual, corporation, firm, partnership, association, organization, and any other group acting as an entity, to conduct business on the Airport. Person includes a trustee, receiver, assignee or similar representative.

F. Services

Avionics Sales and Maintenance - the commercial operation of providing for the repair and service, or installation of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.

Fixed Base Operator (FBO) - a full service commercial operator who is authorized to engage in the primary activity of aircraft refueling, oil dispensing services, aircraft line service, aircraft and engine repair services, aircraft storage, rental and/or hangar management. At the FBOs sole discretion, it must offer, at a minimum, three additional aeronautical services such as flight training, aircraft rental, automobile rental and courtesy car, avionics sales, installation and maintenance, aircraft charter or air taxi, and other light commercial operation specifically excluded from Part 135 or the FAR, if approved by the GCRMA. No person, firm or corporation shall engage in any commercial activity as an FBO as herein defined unless the same is done in full compliance with the standards set forth herein and the Rules & Regulations of the Airport.

Flight Training - the commercial operation of instructing persons in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings. Flight Training shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crewmember proficiency.

Flying Club - a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the flying club owners on a pro-rata share, and the club may not derive greater revenue from the use of the aircraft than the cost to operate the organization and operate, maintain and replace the aircraft.

Preventive Aircraft Maintenance - maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, except for Item 22 in the Regulation. Item 22 involves the replacement of prefabricated fuel lines, and shall, for purposes of these regulations, be considered a major aircraft repair.

Self-Service - aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner.

Specialized Aviation Service Operation (SASO) - a commercial aeronautical business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a SASO include, but are not limited to the following commercial aeronautical activities: flight training, aircraft maintenance, air charter or taxi, aircraft sales, avionics maintenance, aircraft rental, and sales, and aircraft storage. SASO's are prohibited from offering fuel service for other than its own aircraft.

G. Infrastructure

Airport Operations Area or AOA - the area of the Airport used for aircraft landing, takeoff, or surface maneuvering, may include the areas around hangars, navigation equipment, and communication facilities. This area is delineated by Non Movement markings (one 6" solid yellow line on the non-movement side and a 6" yellow dash line on the movement side).

CTAF - a two-way communication system that may be operated by a non-governmental entity to provide airport advisory information. The CTAF frequency is the same as the ATCT frequency (120.575) and is used when the ATCT is closed.

Roadway - any street or road whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

Taxilane - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage area.

Taxiway - a defined path established for the taxiing of aircraft from one part of the Airport to another.

UNICOM - a two-way communication system that may be operated by a non-governmental entity to provide FBO information to pilots (122.7).

Vehicle Parking Area - any portion of the Airport designated and made available temporarily or permanently by the Airport for the parking of vehicles.

2.0 GENERAL REQUIREMENTS

The following is a summary of application process for an entity to become an FBO or SASO. The Forms and information listed below should be submitted before the Application can be processed:

1. Complete the Airport Application Form.
2. All corporations shall provide current certificates from the State of Texas showing they are allowed to operate as a business in the State.
3. Business Plan – see Appendix B for a sample of Business Plan Minimum Requirements
4. Personnel listing (with description of duties and responsibilities)

5. Evidence of Insurance
6. Economic Impact Projections

2.1. Written Agreement

Prior to the commencement of operations or construction of improvements, the prospective Operator will be required to enter into a Written Agreement with the County and the GCRMA which will recite the terms and conditions under which it will operate its business on the Airport. Such Agreement shall include, but not be limited to, the terms of the Agreement, the rentals, fees and charges, the rights, privileges, duties and obligations of the respective parties and other relevant covenants. It should be understood that neither the conditions contained in this paragraph nor those set forth in this Section represent a complete recitation of the provisions to be included in the written Agreement. Such contract provisions, however, will not change or modify the Standards and requirements or be inconsistent therewith except under extraordinary circumstances with approval by the GCRMA.

2.2 Site Development Standards

Physical Facilities shall include the following as a minimum:

1. Land

The commercial aeronautical activity shall be based upon an area of land for each aircraft, which the proposed operation intends to service, provide, park, store or otherwise handle.

The size of such land area shall be defined as provided in FAA Advisory Circulars, as amended from time-to-time, for each aircraft to be serviced, parked, provided, operated, stored or otherwise handled.

2. Buildings and Structures

Buildings and structures shall be of sufficient size and type of construction to provide competitive business conditions for the various types of services included in the scope of operations. All buildings and structures shall be maintained and serviced in a condition specifically agreed to in writing between the Operator and the County. The GCRMA or its designee shall be responsible for inspecting said buildings and structures and determining that these standards have been enforced. Temporary buildings and structures will be allowed only upon written approval of the GCRMA under extraordinary circumstances and then only for a specific period of time during which the permanent building or structure is being completed.

3. Support Areas

Land and improvements for automobile and ground equipment parking, mobility and pedestrian access for the Operator's employees, customers, vendors and other users shall

be sufficient in size for the safe and convenient uses required in the scope of operations and to provide competitive business conditions.

4. Conditions of Improvements

All construction, improvements and installations shall be subject to applicable federal, state, county, laws, ordinances, codes, rules, and regulations in addition to the standards required by the GCRMA or contained in the Written Agreement with the County.

5. Maintenance Responsibilities

The Operator shall, at its sole cost and expense, maintain, repair, and keep in good condition all of the facilities which are located on and within their designated leasehold area, as herein described. Unless otherwise stipulated in writing, the County, as Airport owner and sponsor, is responsible for the maintenance of all property and facilities not located in designated leasehold areas. The GCRMA is not responsible for replacing any facility or property located on or in a designated leasehold area that was constructed by the Lessee.

- a. Operator shall maintain pavement, landscaping, greenbelts, lighting and all equipment.
- b. Operator shall maintain the interior and exterior of all improvements, to include electrical, mechanical, plumbing, fire protection system(s), roof, floors, load-bearing and exterior walls, utilities and HVAC system(s).
- c. Operator shall clean debris, trash, snow and ice from driveway, taxiways, aprons, greenbelts and sidewalks on and in designated leasehold areas to maintain safe, clear, unobstructed access to the improvements at all times for authorized users and emergency vehicles.
- d. Operator shall maintain all hangar and overhead doors and door operating systems, including weather stripping and glass replacement.
- e. Operator shall maintain electrical loads within the designed capacity of the system. Any change to such designed capacity will require the prior written consent of the GCRMA.
- f. Operator shall install and maintain hand-held fire extinguishers in the interior of all buildings, aircraft shops, aircraft parking and tie-down areas, and fuel storage areas, pursuant to fire and safety codes.
- g. Operator shall have the necessary utility meters installed, as required by the utility company(s), at Operator's expense. Operator shall pay all utility charges, including, but not limited to, electricity, water, wastewater, natural gas and telephone. Operator shall maintain and repair all utility service lines and fixtures, including lighting

fixtures, on or in the Operators' leasehold area to the extent the utility company, providing such utility service does not perform such maintenance or repair.

h. Operator shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the Airport of all trash, garbage and other refuse, which results from Operator's business operations, including receptacles for the deposit of such trash, garbage and other refuse.

i. Operator will not permit any action on the premises that has an adverse effect, or interferes with the proper function of any drainage system, sanitary sewer system, or any facility provided for the operation or protection of the Airport.

j. Operator will not permit any action on the premises that has an adverse effect on any known environmental condition on the Airport.

2.3 Personnel and Equipment

The Operator shall have in its employment and on duty during the required operating hours, trained personnel in such numbers as required to meet the minimum operation standards set for each category in an efficient manner and for competitive business conditions. Personnel shall carry valid in-force licensing, certificates, ratings or permits as required by any governmental regulatory agencies for the type of aeronautical services, which those personnel perform.

All equipment and trade fixtures used by the Operator shall be of sufficient numbers, models and in good repair and order so as to provide sufficient service for the various types of aeronautical services to be provided under the scope of operations.

2.4 Insurance

2.4.1 Construction and Installation

Before commencing any improvement and equipment installation on or about the leased or assigned premises, the Operator shall submit an insurance certificate on a form and in a manner that is prescribed by and is acceptable to the GCRMA, and also require that its contractors or sub-contractors procure and maintain insurance acceptable to the GCRMA during the life of such construction or installation contract which will protect the contractor, the sub-contractor(s), the Operator, and the County for limits to be determined by the GCRMA prior to such construction or installation. The Operator shall require its contractor(s) or subcontractor(s) to provide certificates of insurance to the Operator and to the GCRMA in a manner and form acceptable to the GCRMA prior to commencement of construction or installation.

2.4.2 Liability insurance

Prior to commencement of any operations on the Airport, the Operator shall submit an insurance certificate on a form and in a manner that is prescribed by and that is acceptable to the GCRMA. Operator shall also procure from insurance underwriters, satisfactory to the GCRMA, a standard policy (or policies) of insurance protecting both the Operator and the County against public liability and property damage. Specified Operator/FBO/SASO minimum insurance coverage limits for each insurance category shown below is outlined and specified in Appendix A.

- a. Commercial general aviation liability including:
 - i. Premise liability
 - ii. Products liability
 - iii. Completed operations
 - iv. Independent contractors working for FBO/SASO
- b. Comprehensive business automobile liability
 - i. Combined single limit
 - ii. Hired and non-owned
- c. Hangar keeper liability
- d. Aircraft and passenger liability
- e. Texas State Worker's Compensation

The providing of the above insurance coverage by the Operator shall in no way limit the liability of the Operator.

The Operator shall furnish to the GCRMA a certificate from the insurance carrier showing such insurance to be in full force and effect through the term of the written Agreement. Such insurance certificates shall specifically state that no changes in coverage provided or cancellation of the policies shall be made without at least thirty (30) days advance notice to the GCRMA.

2.4.3 Property Insurance

The Operator shall keep insured with responsible insurance underwriters all leasehold improvements to the extent of not less than one hundred percent (100%) of the full replacement/insurable value against damage or loss by fire and other risks which are or shall be customarily covered under standard policies of fire insurance with extended coverage endorsement issued in the State of Texas. Such policy(ies) shall name the Operator the insured and the County as additional insured as their respective interests may appear.

The Operator shall forward to the GCRMA certificates of such insurance issued evidencing the existence of valid policies, which certificates shall state the coverage will not be amended so as to decrease the protection below the requirements specified or be subject to cancellation without at least thirty (30) days prior written notice to the GCRMA. Such insurance coverage shall in no way limit the liability of the Operator for replacement of improvements.

In the event the Operator's business should, for any reason, cause the GCRMA to increase its own insurance coverage, the Operator will reimburse the GCRMA for any additional costs resulting from such increased coverage.

2.5 Motor Vehicles

Any motor vehicle transportation or service provided by the Operator on the Airport shall be performed in strict compliance 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 modified or amended.

2.6 General Agreement Clauses

In addition to provisions specific to the individual commercial aeronautical operation, the written Agreement between the Operator and County will contain the following:

1. Non-discrimination

The Operator will be required to operate its business for the use and benefit of the public, giving fair, equal and non-discriminatory service and sales to all users regardless of race, color, creed or national origin. The Operator will be allowed to give non-discriminatory discounts, rebates, or other similar-types of price reductions to volume purchasers.

The Operator will conduct its business in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

2. Hazardous Materials

The Operator shall handle, use, store and dispose of all hazardous substances, materials and wastes in accordance with all applicable laws, rules, and regulations.

3. Licenses and Certificates

The Operator shall have in its possession currently valid licenses and permits as shall be necessary or required for the conduct of the desired Aeronautical Activity at the Airport, and shall retain all such licenses and permits in an active status at the Operator's own expense. In the event any necessary licenses or permits expire or become otherwise invalid, the Operator's authority to conduct the related Aeronautical Activity shall be automatically rescinded by the GCRMA.

4. Identification

All personnel, when on the Airport shall carry appropriate identification and present such identification upon request by the FAA, the GCRMA and its designees, or law enforcement agencies.

5. Storage Areas

No aircraft shall be parked, stored or repaired at the Airport except in areas designated by order of the GCRMA for such use. Violations may result in the offending aircraft being removed by the GCRMA and impounded until unpaid towing, storage and other charges are paid.

6. Right of Inspection

The GCRMA shall at all times upon reasonable notice (except in the case of an emergency for which no notice shall be required) be entitled to enter premises used by an Operator for the purpose of inspecting the premises and the Operator's operations and determining compliance with these Standards and other applicable laws and regulations.

7. Accident Reports

The owner/Operator of any aircraft involved in an accident and any Operator involved in or observing an accident, whether or not causing personal injury or property damage, at the Airport shall call 911 if it is an emergency and if it is not an emergency report the accident to the Airport Director and/or Airport Fire Department as soon as practicable.

8. Cumulative Rights

These Standards shall be in addition to any terms, conditions and covenants imposed on any Person under an agreement with the County, any permit or license or under applicable law, and the rights and remedies of the County hereunder and under these Standards shall be cumulative.

9. Termination

The GCRMA reserves the right to terminate all or any part of the rights and privileges granted to an Operator upon the failure of said Operator to observe the terms and conditions of these Standards and to exercise any rights and remedies available at law, or under any applicable agreement in connection with any such failure.

10. Environmental

All FBOs, SASOs, persons, parties, firms and corporations operating on the Airport must comply with all applicable federal, state and local environmental requirements as they exist and may be amended from time-to-time.

11. Aircraft service by Owner or Operator of Aircraft

No right or privilege will be granted by an Operator, which will prevent any person, 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. If such services are performed in designated leasehold areas, then aircraft owners will coordinate with the appropriate lessee (Operator) to maximize safety and avoid physically interfering with the Operators' conduct of their business.

12. Non-exclusive rights

Nothing shall be contained within the Agreement, which may be construed to grant or otherwise authorize the granting of any exclusive right to the Operator.

13. Airport Development

The GCRMA has the right to further develop and improve the Airport, its property, improvements and facilities as the GCRMA deems appropriate to the public interest, and shall have no responsibility to the Operator for any loss of business, which might be caused by such development or improvement.

14. War or National Emergency

During time of war or national emergency as declared by the federal government, the GCRMA may be required to make available the land area or any part thereof at the Airport to the United States government for its use; and, in such eventuality, the provisions of the written Agreement with the Operator, insofar as they are inconsistent with the conditions of such government operation, shall be suspended.

15. Subordination

The written Agreement shall be subordinate to the provisions of any existing or future Agreements between the County and the United States relative to the operation, maintenance or development of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds at the Airport.

16. Through the Fence Operation

Except as may be specifically designated elsewhere in these Standards, no off-airport aeronautical service providers are authorized to enter the airport from an adjacent parcel of land, or from a parcel in close proximity to the Airport, for the purpose of performing any aeronautical activity at the Airport without a prior approval and a Written Agreement with the County.

17. Airport Obstructions

The GCRMA has the right to take any action it considers necessary to protect the Airport's associated airspace against obstruction, together with the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the GCRMA, would limit the usefulness of the Airport or constitute a hazard to air navigation.

18. Compliance with Laws and Payment of Taxes

The Operator shall at all times comply with the Airport Rules and Regulations, federal, state, county and municipal laws, ordinances, codes or other regulatory measures, now in existence or as may be hereafter modified or amended, applicable to the specific type of operation contemplated by it. The Operator shall procure and maintain during the term of the Agreement all licenses, permits and other similar authorizations required for the conduct of its business operations. The Operator shall pay all taxes resulting from its operation at the Airport.

19. Indemnity

The Operator shall be required to hold the County and the GCRMA harmless from and against all suits, claims, demands, actions, and/or causes of action of any kind or nature in any way arising out of or resulting from its tenancy, operations and activities at the airport and shall pay all expenses in defending any claims against the County and the GCRMA resulting from its operations.

20. Assignment and Subletting

The Operator may not assign or sublet any portion of the operations, activities or premises without having obtained the prior written consent of the GCRMA. The Operator may sub-lease or sub-rent office, hangar, and/or tie-down spaces as part of its business.

3.0 FIXED BASE OPERATOR (FBO)

An FBO is an entity, which maintains facilities at the Airport for the purpose of providing to the general public, as a minimum, the following six aeronautical services. An FBO must offer the three aeronautical services shown below.

1. Aircraft Fueling, Oil Dispensing Services, and Aircraft Line Service
2. Aircraft and Engine Repair Services
3. Aircraft Storage, Rental and/or Hangar Management

In addition to these three services, to be considered a full service FBO, the Operator must select and provide three additional services selected from the list below. An FBO may

choose, at its sole discretion, to offer additional aeronautical services above and beyond these requirements.

1. Flight training
2. Aircraft rental
3. Automobile rental and Courtesy car
4. Avionics sales, installation, and maintenance
5. Aircraft charter or air taxi services
6. Any other light commercial operation specifically excluded from Part 135 of the FAR, if approved by the GCRMA

3.1 – Minimum Standards

FBO will be required to meet, at a minimum, the lease space, building size and accommodations, ramp/apron, zoning, and safety (e.g. fire department) requirements set by the GCRMA.

3.1.1 Ground Lease Space

Basic Requirement: Lease, under a contract approved by the GCRMA, sufficient ground on the Airport to accommodate operational and facility needs. No less than three (3) non-contiguous acres shall be leased by the FBO.

3.1.2 Buildings

Basic Requirement: Construct or Lease under a contract approved by the GCRMA, a building providing sufficient space of climate-controlled area to house office, ADA compliant restroom facilities and the minimum shop and hangar space as required to accommodate the level of anticipated activity. Minimum hangar space shall be 20,000 square feet offering areas for aircraft maintenance/repair and aircraft storage. A portion of this space may be dedicated to necessary specialized shop space and storage. The climate-controlled space shall be in addition to the hangar floor space and will be at minimum 2,000 square feet. The climate-controlled space shall at a minimum provide FBO office space, pilot/passenger lounge/waiting area, ADA compliant restrooms, flight planning room/facilities, and a public telephone.

3.1.3 Ramp/Apron Space

Basic Requirement: Lease under a contract approved by the GCRMA, a ramp/apron space sufficient for the FBO's operational needs. Minimum ramp/apron size shall be no less than 5,000 square yards exclusive of any operational taxiways operated by the Airport. The ramp/apron shall be equipped with aircraft tiedowns to support no fewer than 20 aircraft

3.2 Aircraft Fueling and Oil Dispensing Services

Operators desiring to dispense aviation fuels and oil and provide other related services shall comply with the standards set forth by NFPA 30A and NFPA 407 and the minimum standards set forth in the North Texas Regional Airport Aircraft Fuel Dispensing Permit. The following is a summary of the permit:

3.2.1 Personnel

Basic Requirement: At least one fully qualified person shall be on duty during normal hours of operation. Fully qualified person shall have received training in the proper handling and operation and maintenance of fueling equipment, quality control and fueling procedures. FBO operator must provide copies of all certifications and training records of all qualified personnel to the Airport upon request.

3.2.2 Fueling Service and Equipment

Basic Requirement: Operator shall furnish starting equipment and other equipment necessary to fuel, replenish oil and park and tie down aircraft. Operator shall also furnish adequate fire extinguishers and comply with the following safety procedures:

1. Fire extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment. Such personnel will attend training provided by the NTRA Fire Department or as otherwise directed by the GCRMA.
2. Static discharging ground wires will be attached to the aircraft, the fuel tank or refueling vehicle, and to zero potential ground before and throughout any fueling operation.
3. Adequate fuel filters and water taps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.
4. Personnel used to dispense aviation fuels and lubricants will be trained in the proper recognition of aircraft fuel tank markings, kinds and grades of aviation fuels and lubricants, and safety precautions necessary for fuel handling. Such personnel must either be in uniform while servicing aircraft or wear sufficient distinguishing clothing so that the public may recognize personnel who are authorized to dispense petroleum products.
5. The standards for "Aircraft Fuel Servicing" published by the National Fire Protection Association (NFPA), and as amended from time to time, are hereby incorporated herein as mandatory standards as though set forth verbatim.

3.2.3 Fuel

Basic Requirement: Operator shall provide at a minimum, both 100LL (AvGAS) and Jet-A for aircraft use. MOGAS may also be provided, but is not mandatory. MOGAS, shall be approved for aircraft use by compliance with ASTM-439 standards and all other applicable Federal Aviation Administration specifications, and shall be supplied only to those aircraft that have been certified under appropriate supplemental type certificates to use this fuel.

3.2.4 Fuel Dispensing Facilities

Basic Requirement: One mobile metered and filter equipped dispenser for dispensing each separate type of fuel offered.

1. For mobile fuel dispensing of each type of fuel offered, Operator shall furnish a separate fuel truck or fuel trailer with a minimum capacity of five hundred (500) gallons for AvGAS, twelve hundred (1,200) gallons for Jet-A, and two hundred and fifty (250) gallons for MOGAS, if offered. Mobile dispensing equipment shall be properly maintained, operated and equipped in accordance with applicable FAA, Airport, and NFPA recommendations, requirements, and regulations.
2. If the Operator has a self-serve fuel dispensing system, the Operator shall furnish separate dispensing pumps and meters for each type of fuel offered. Such self-serve fuel dispensing equipment shall be unattended and automated so that fuel is available to the public on a 24-hour basis without unusual requirements or advance arrangements of any kind.

3.2.5 Fuel Storage Facilities

Basic Requirement: Operator shall furnish fuel storage tanks with a capacity of twelve thousand (12,000) gallons each for AvGAS and Jet-A, and fifteen hundred (1,500) gallons for MOGAS, if offered. Fuel storage tanks will be above ground, mounted and properly bunkered in approved enclosures; and all such installations shall be in a location approved by the GCRMA. Each fuel storage facility shall comply with all applicable Uniform Building Code standards, fire codes and ordinances, and NFPA 30 and 407 regulations. Operator shall, at its sole cost and expense, maintain a current Spill Prevention Control and Countermeasure (SPPC) plan on file at the Airport Director's office. Operator shall, at its sole cost and expense, maintain its fuel storage facilities and all improvements and appurtenances in a presentable condition consistent with good business practices and equal in appearance and character to other similar improvements on the Airport. Operator shall repair all damage caused by its employees, patrons, or their operation thereon; and shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, and good physical condition.

3.2.6 Hours of Operation

Basic Requirement: Mobile fueling services shall be provided from 8:00 a.m. to 5:00 p.m., seven days per week. At least one fully qualified person shall be on call after normal hours of operations to provide fueling services. Self-serve fuel dispensing systems shall be available 24-hours per day, seven days per week.

3.2.7 Aircraft Fuel Sales Utilizing Self Service Fuel Systems

Basic Requirement: Provide a self-serve fueling system that complies with all FAA safety advisories, EPA regulations and complies with all NFPA provisions. Provide two emergency shutoff valves, one at the dispenser and one a minimum of 50 feet from the dispenser, two 20-pound ABC portable fire extinguishers and a public phone.

3.3 Airframe and/or Power Plant Repair

Basic Requirement: One person currently certified by the FAA with airframe and/or power plant rating, or aircraft inspector rating, appropriate for the work being performed. The normal hours of operation will be at the Operator's discretion, but they should be 8:00 a.m. to 5:00 p.m., Monday through Friday. An FBO will have sufficient equipment, supplies and availability of parts to perform maintenance in accordance with selected aircraft manufacturer's recommendations or equivalent.

3.4 Aircraft Storage, Rental and/or Hangar Management

Basic Requirement: For conventional hangars, construct or lease a hangar of sufficient space to accommodate the level of anticipated activity. The Operator must demonstrate that it has a sufficient number of properly trained personnel and equipment to meet all the requirements for the safe storage and movement of aircraft. The normal hours of operation will be 8:00 a.m. to 5:00 p.m., seven days per week. The Operator must demonstrate that he has the equipment necessary to properly and safely move aircraft in and around the hangar(s).

4.0 Aircraft Maintenance Operator (Including SASO)

Operators desiring to provide an airframe and/or power plant or other aviation specialty service must have at least one person currently certified by the FAA with airframe and/or power plant rating, or aircraft inspector rating, appropriate for the work being performed and at a minimum the following:

4.1 Equipment

Basic Requirement: Sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturer's recommendations or equivalent.

4.2 Hours of Operation

Basic Requirement: The normal hours of operation will be 8 am to 5 pm.

5.0 AVIONICS AND/OR INSTRUMENT MAINTENANCE OPERATOR (INCLUDING SAS0)

Operators desiring to provide an avionics or instrument maintenance repair or other similar aviation specialty service must hold appropriate FAA Ratings for the service provided and at a minimum the following:

5.1 Leased Premises

Basic Requirement: Construct or Lease under a contract approved by the GCRMA, a building providing sufficient space of climate-controlled area to house office, restroom facilities and the minimum shop and hangar space as required for Federal Aviation Administration Repair Station Certification

5.2 Personnel

Basic Requirement: At least Federal Aviation Administration repairman qualified and certified in accordance with FAA regulations and certification.

5.3 Hours of Operation

Basic Requirement: The normal hours of operation will be 8 am to 5 pm.

6.0 AIRCRAFT RENTAL AND/OR FLIGHT TRAINING OPERATOR (INCLUDING SAS0)

Any Operator desiring to engage in the rental of aircraft to the public must provide at a minimum the following:

6.1 Leased Premises

Basic Requirement: Sufficient land to provide space for buildings, parking, storage of aircraft, and display.

Basic Requirement: Lease or construct a building providing for a climate controlled area for office, customer and public amenities, and other business related use. SASOs offering flight training should also have building space for classroom, briefing room, pilot lounge and restrooms, and office space.

6.2 Personnel

Basic Requirement: At least one person having a current commercial pilot's certificate with appropriate ratings. The office must be attended during normal business hours.

Basic Requirement for SASOs engaged in Flight Training activity: At least one person properly certified by the Federal Aviation Administration as a flight instructor to cover the type of training offered.

6.3 Equipment

Basic Requirement: Own or have leased to him under contract approved by the GCRMA, at least one properly certified aircraft equipped for rental and/or flight instruction.

6.4 Hours of Operation

The normal hours of operation will be 8 am to 5 pm.

7.0 AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (INCLUDING SASO)

Any Operator desiring to engage in aircraft charter or aircraft management must provide at a minimum the following:

7.1 Leased Premises

Basic Requirement: Sufficient land to provide space for buildings, parking, storage of aircraft, and display.

Basic Requirement: Lease or construct a building providing a climate controlled area for office, customer and public amenities, and other business related use. SASOs offering aircraft charter should also have building space for public lounge and restrooms, and office space.

7.2 Personnel

Basic Requirement: At least one person having a current commercial pilot's certificate with appropriate ratings. The office must be attended during normal business hours.

Basic Requirement for SASOs engaged in aircraft charter and air taxi activity: At least one person properly certified by the Federal Aviation Administration as an air taxi pilot to cover the type of service offered appropriate to the type of aircraft operated.

7.3 Equipment

Basic Requirement: Own or have leased to him under contract approved by the GCRMA, at least one properly FAA certified aircraft equipped for charter.

7.4 Hours of Operation

The normal hours of operation will be 8 am to 5 pm.

8.0 AIRCRAFT SALES OPERATOR (INCLUDING SAS0)

Any Operator desiring to engage in the sale of new or used aircraft shall lease and/or provide at a minimum the following:

8.1 Leased Premises

Basic Requirement: Lease sufficient land to provide space for buildings, parking, storage of aircraft, and display.

Basic Requirement: Lease or construct a building providing a climate-controlled area for office, customer and public amenities, and other business related use.

8.2 Personnel

Basic Requirement: At least one person having a current commercial pilot's certificate with ratings appropriate for the types of aircraft to be demonstrated and at least one person having a current license issued by the FAA to perform the type of aircraft servicing required, or a contract with another appropriately rated service provider which has been approved by the GCRMA.

8.3 Dealerships

Basic Requirement: New aircraft dealerships shall hold an authorized factory or sub dealership.

8.3.1 Aircraft

Basic Requirement: A dealer of new aircraft shall have on site or on call under a contract with another authorized dealer, which has been approved by the GCRMA, one current model demonstrator, and shall have the ability to provide for demonstrations of additional models of the manufacturer for which dealership is held. A dealer must also demonstrate access to an adequate supply of parts and servicing facilities for customers during aircraft and parts warranty period.

8.3.2 Services

Basic Requirement: Provide for adequate servicing and repair of aircraft and accessories, by a qualified service provider, during new aircraft warranty periods by own facilities or through a contract with a repair shop specializing in the make of aircraft sold which has been approved by the GCRMA.

9.0 AIRCRAFT STORAGE OPERATOR (INCLUDING SASO)

Operators desiring to provide rental of community hangars will meet the following requirements:

9.1 Scope of Activity

This category is made up of SASOs that lease land from the Airport, and construct hangars, which they then lease to the public. In addition to complying with all FAR directives, Aircraft Storage Operators must also comply with GCRMA building codes and insurance requirements.

9.2 Leased Premises

Basic Requirement: Lease sufficient land for buildings, parking and other related business use.

9.3 Minimum Equipment

Basic Requirement: The Operator must demonstrate that he has the equipment necessary to properly and safely move aircraft in and around the hangar(s).

9.4 Personnel

Basic Requirement: The Operator must demonstrate that a sufficient number of properly trained personnel are employed to meet all the requirements for the storage of aircraft.

9.5 Hours of Operation

Basic Requirement: The normal hours of operation will be 8 am to 5 pm.

10.0 AGRICULTURAL SPRAYING OPERATION (INCLUDING SASO)

Agricultural spraying operations will be conducted in accordance with procedures approved by the Director and made known to all persons conducting agricultural spraying operations. All associated ground operations shall be conducted only on the designated Airport areas. All operations in and around the Airport shall not include reckless flying or careless chemical

handling. Chemicals used in agricultural spraying operations shall be dispensed, maintained and stored and the dispensing area shall be cleaned with all empty chemical containers stored and promptly disposed of in accordance with the label directions. Washing of agricultural spraying aircraft and flushing of such aircraft spray cans or hoppers will be accomplished in accordance with the standards of the Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ) in an area so designated by the Director. Agricultural spraying aircraft operators shall not exceed the maximum gross hopper weight stamped on the agricultural aircraft's hopper by the aircraft manufacturer or listed in the aircraft's specifications. Agricultural aircraft shall not take off or land on the dirt or grass between the runway lights and the property line fence(s), nor take off or land down wind. Takeoff and landing procedures in accordance with "Takeoff and Landing Rules" contained in the Rules and Regulations will be observed at all times.

10.1.1 Leased Premises

Basic Requirement: Lease under contract approved by the GCRMA or construct a building providing a climate controlled area for office space, customer amenities and telephone.

Operator will provide a segregated chemical storage area protected from public access. Wash down of agricultural spraying aircraft and flushing of agricultural aircraft spray tanks will be accomplished only in areas so designated and approved in full compliance with applicable EPA, TCEQ, Texas Department of Agriculture, and the Texas Department of Health Resources recommendations and requirements. Empty chemical containers will be disposed of in accordance with applicable federal and state laws. Agricultural spraying operations will be conducted in accordance with procedures and from areas on the Airport specifically approved by the GCRMA.

10.1.2 Licenses and Certifications

Operators desiring to engage in aerial application operations must hold an Agricultural Aircraft Operator Certificate issued by the FAA under FAR Part 137 of the Federal Aviation Administration Regulations; and comply with the State of Texas Regulations.

10.1.3 Personnel

Basic Requirement: At least one person holding a current commercial pilot certificate, properly rated for the aircraft to be used and meeting the requirements of Part 137 of the Federal Aviation Administration and applicable regulations of the State of Texas.

10.1.4 Equipment

Basic Requirement: At least one airworthy aircraft meeting all requirements of Part 137 of the Federal Aviation Administrations Regulations and applicable regulations of the State of Texas. This aircraft shall be owned or leased under a contract approved by the GCRMA and based on Operator's leasehold.

10.1.5 Hours of Activity

Basic Requirement: The normal hours of operation will be at the Operator's discretion, but they will be reasonably available to the public.

10.1.6 Agricultural Spraying Operator Bond

Because of the hazard of such agricultural spraying operations, the GCRMA may require an agricultural spray operator to post a bond, the amount to be determined by the GCRMA considering the financial risk to which the County would be exposed by an agricultural spraying operator accident resulting in environmental damage, the number of agricultural spraying aircraft owned or leased and used by the Agricultural operator.

10.1.7 Temporary Agricultural Spraying Operator (SASO)

Operators desiring to use the Airport on a temporary basis for aerial applications must meet all requirements of this Section, except the building requirements of paragraph 10.1.1. All operations require Director's approval of areas on the Airport, procedures and operating conditions, including length of stay, prior to conducting any agricultural spraying operations.

11.0 OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (INCLUDING SASO)

Operators desiring to engage in specialized commercial activities including but not limited to those listed below shall adhere to the minimum operating conditions described in this section. These operators may include, but are not limited to the following activities:

- Banner towing and aerial advertising, as well as glider towing
- Emergency medical services (EMS)
- Aerial photography, filming, or survey, including electronic news gathering (ENG)
- Fire fighting or fire patrol
- Power line or pipeline patrol, as well as construction support
- Aircraft cleaning or detailing
- Any other light commercial operation specifically excluded from Part 135 of the FAR

Operators engaged in any of the other commercial aeronautical activities must comply with FAR and insurance requirements.

11.1 Leased Premises

Basic Requirement: Lease under a contract approved by the GCRMA or construct a building providing a climate controlled area for office, customer amenities, telephone and other business related use.

11.2 Personnel

Basic Requirement: At least one person having a current commercial pilot certificate with ratings appropriate for the aircraft to be flown, or one person fully qualified to perform the commercial service offered.

11.3 Equipment

Basic Requirement: At least one properly certificated aircraft owned or leased to the Operator for flight operations when/if required under a contract approved by the GCRMA.

11.4 Hours of Activity

Basic Requirement: The normal hours of operation will be at the Operator's discretion, but they should be reasonably available to the public.

12.0 PRIVATE FLYING CLUB

Flying clubs are nonprofit entities organized for the express purpose of providing its members with any number of aircraft for their personal use and enjoyment only. Aircraft must be vested in the name of the club or owners on a pro-rata share. The club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain and replace the aircraft. A flying club qualifies as an individual under the grant assurances and, as such, has the right to fuel and maintain the aircraft with its members. The GCRMA has the right to require the club to furnish documents such as insurance policies, and maintain a current list of members as reasonably necessary to ensure that the club is a nonprofit organization rather than an FBO/SASO masquerading as a flying club.

In no event shall Flying Club aircraft be used to perform commercial aeronautical services.

**APPENDIX A
NORTH TEXAS REGIONAL AIRPORT
MINIMUM INSURANCE REQUIREMENTS**

APPENDIX A MINIMUM INSURANCE COVERAGE

The following represents the minimum insurance requirements of the GCRMA for the categories of business at the Airport. Operators shall maintain at Operators' sole cost and expense insurance relating to the Leased Premises as follows:

1. Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism, and malicious mischief, all in amounts sufficient to prevent Lessor or Lessee from becoming co-insurers of any loss under the applicable policies but in any event in amounts one hundred percent (100%) of the full insurable value of the Leased Premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Lessor, and, therefore, proper adjustment in the limits of insurance coverage shall be effected. Operator shall use the building liability insurance that is offered by the County if the Leased Premises is owned by the County.
2. General public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the Leased Premises, such insurance to afford protection to Lessor of not less than \$1,000,000 with respect to any one person, \$2,000,000 with respect to any one accident and not less than \$1,000,000 with respect to property damage.
3. Worker's compensation insurance covering all persons employed by Lessee in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against Lessor or the Leased Premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.
4. If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$1,000,000 for damage to property resulting from such perils.
5. Such other insurance on improvements in such amounts and against such other insurable hazard, which at the time are commonly obtained in the case of property similar to such improvements.
6. Hangar keeper's liability insurance providing for coverage in the following limits: at least the value of aircraft in care, custody, or control but not less than \$1,000,000 Combined Single Limit (CSL) on property damage to aircraft in the care, custody or control of Operator if the Operator does not own all the aircraft stored in his hangar.

7. All such policies of insurance (A) shall be issued by insurance companies acceptable to GCRMA, (B) shall name County as an additional insured or loss payee, as the case may be, and (C) shall provide for at least thirty 30 days written notice to GCRMA prior to cancellation or modification. Operator shall provide GCRMA with duplicate originals of all insurance policies required by this paragraph.

Additionally, the GCRMA reserves the right to review and amend said insurance limits/requirements, as it deems necessary. Any insurance limit change will be enforced at the expiration of the current policy or within one year, whichever comes first.

FIXED BASE OPERATOR

1. Commercial general aviation liability with coverage for premises, operation and bodily injury: \$3,000,000 Combined Single Limit (CSL).
2. There will be no environmental exclusions.
3. Hangar Keeper's Liability shall be at least the value of aircraft in care, custody or control but not less than \$1,000,000 Combined Single Limit (CSL) on property damage to aircraft in the care, custody or control of Operator if the Operator does not own all the aircraft stored in his hangar.

COMMERCIAL OPERATOR

Aircraft Sales

An Operator engaging in the sale of new or used aircraft shall have the following, as a minimum:

1. Commercial general aviation liability coverage for premises and operation- \$1,000,000 Combined Single Limit.
2. Aircraft Liability- \$1,000,000 Combined Single Limit
3. The above coverage must include aircraft held for sale and demonstration by the Operator but owned by others

Dealerships

An Operator engaged in sales as an aircraft dealership shall have the following, as a minimum:

1. Commercial general aviation liability coverage for premises and operation- \$1,000,000 Combined Single Limit

2. Aircraft Liability- \$1,000,000 Combined Single Limit
3. The above coverage must include aircraft for sale and demonstration by the Operator but owned by others

Aircraft Rental

An Operator engaged in aircraft rental to the public using owned or leased aircraft shall have the following, as a minimum:

1. Commercial general aviation liability coverage for premises and operation- \$1,000,000 Combined Single Limit
2. Aircraft Liability with coverage for bodily injury and property damage, including passengers- \$1,000,000 Combined Single Limit

Flight Training

An Operator engaged in flight training to the public using owned or leased aircraft shall have the following, as a minimum:

1. Commercial general aviation liability coverage for premises and operation- \$1,000,000 Combined Single Limit
2. Aircraft Liability with coverage for bodily injury and property damage, including passengers- \$1,000,000 Combined Single Limit

Non-Public Aircraft Fuels and Oil Dispensing

A Lessee engaged in non-public fuel and oil dispensing shall have, at a minimum:

1. Comprehensive General Liability, including property damage and personal injury- \$1,000,000 Combined Single Limit
2. There will be no environmental exclusions

Aircraft Storage-Community Hangar(s)

An Operator engaged in the rental of community hangar(s) shall provide, at a minimum:

1. Commercial general aviation liability policy with coverage for premises and operation-\$1,000,000 Combined Single Limit
2. Hangar Keeper's Liability-Value of aircraft in care, custody or control but not less than \$1,000,000 Combined Single Limit (CSL) on property damage to aircraft in the

care, custody or control of Operator if the Operator does not own all the aircraft stored in his hangar. This section does not apply to Operators who lease space only and does not control the movement of aircraft into and out of the hangar.

Aircraft Storage-T-Hangars

An Operator engaged in the rental of T-hangars shall provide, at a minimum:

1. Commercial general aviation liability policy with coverage for premises-\$1,000,000 Combined Single Limit

Radio, Instrument or Propeller Repair Service

An Operator engaged in any of these services shall provide, at a minimum:

2. Commercial general aviation liability policy with coverage for premises and operations-\$1,000,000 Combined Single Limit
3. Hangar Keeper's Liability-Value of the aircraft under care, custody or control but not less than \$1,000,000 Combined Single Limit (CSL) on property damage to aircraft in the care, custody or control of Operator if the Operator does not own all the aircraft stored in his hangar.

Airframe and/or Powerplant Repair

An Operator engaged in the repair of engines and/or airframes shall have, at a minimum:

1. Commercial general aviation liability policy with coverage for premises and operations-\$1,000,000 Combined Single Limit
2. Hangar Keeper's Liability-Value of the aircraft under care, custody or control but not less than \$1,000,000 Combined Single Limit (CSL) on property damage to aircraft in the care, custody or control of Operator if the Operator does not own all the aircraft stored in his hangar.

Agricultural Spraying Operations

An Operator engaged in this service at the Airport shall provide, as a minimum:

1. Commercial general aviation liability policy with coverage for premises and operations-\$1,000,000 Combined Single Limit
2. There will be no environmental exclusions
3. Aircraft Liability with coverage for bodily injury and property damage-\$1,000,000 Combined Single Limit

Specialized Commercial Aviation Services

An Operator engaged in any of the services in this category, as previously described, shall provide, at a minimum:

1. Commercial general aviation liability policy with coverage for premises and operations-\$1,000,000 Combined Single Limit
2. Aircraft Liability with coverage for bodily injury and property damage, including passengers-\$1,000,000 Combined Single Limit

Large Aircraft Operations

An Operator engaged in any of the services in this category, as previously described, shall provide, at a minimum:

1. Commercial general aviation liability policy with coverage for premises and operations-\$1,000,000 Combined Single Limit
2. Aircraft Liability with coverage for bodily injury and property damage, including passengers-\$1,000,000 Combined Single Limit

Multiple Services

An Operator desiring to engage in two or more commercial aeronautical activities shall provide, at a minimum the highest single coverage in the amounts established for each type of insurance required for the specific activity.

APPENDIX B
NORTH TEXAS REGIONAL AIRPORT
MINIMUM REQUIREMENTS FOR A BUSINESS PLAN

APPENDIX B
MINIMUM REQUIREMENTS FOR A BUSINESS PLAN

1. All service to be provided should be listed. All required certifications should be addressed, preferably by including copies of the required certification.
2. Amount of land or building space to lease.
3. Building space that will be constructed and the site and floor plan proposed.
4. Type and number of aircraft that will be provided for each service being offered.
5. Equipment and special tooling to be provided.
6. Number of persons to be employed.
7. Short resume for each of the owners (5% or more equity) and financial backers and supervisory personnel. This should include a short resume of the manager of the business, including this person's experience and background in managing a business of this nature.
8. Periods (days and hours) of proposed operation, including a proposed holiday schedule. Hours of operation should reflect the requirements as defined in this Minimum Standards document.
9. Amounts and types of insurance coverage to be maintained. Must be at least equal to the minimum insurance requirements detailed in Appendix A of this document.
10. Financial projections for the first year by quarter and annually for the following 4 years.
11. Methods to be used to attract new business (advertising and incentives).
12. Amenities to be provided to attract business.
13. Plans for physical expansion, including business level threshold that requires expansion.
14. List any litigation pending including personal actions against the business and/or owners.
15. Legal name of the business and where is it registered/licensed.
16. List active aircraft and aircraft that will be stored and not actively flown.