



PORT OF OAKLAND

OAKLAND INTERNATIONAL AIRPORT

MINIMUM STANDARDS

FOR

PROVIDERS OF AERONAUTICAL SERVICES

AND

SELF FUELING

AT THE NORTH FIELD

ADOPTED BY PORT ORDINANCE 4126, MAY 18, 2010,

AS AMENDED BY PORT ORDINANCE 4183, APRIL 5, 2012

Article 1. **Introduction and Policy Statement**

The Port of Oakland, as the owner and operator of Oakland International Airport, has established these Minimum Standards applicable to any Person providing or seeking to provide Aeronautical Services at the North Field. Capitalized terms shall have the meanings assigned to such terms in Article 2 of these Minimum Standards. These Minimum Standards do not apply to air carrier operations that use the Terminal Complex, or to concession or consumer service privileges at the Airport.

The Port has adopted these Minimum Standards in order to promote the safe and efficient operation of the Airport; to enhance the growth of the Airport; to protect Airport users from unlicensed and unauthorized products and services; to maintain and enhance the availability of adequate Aeronautical Services for all Airport users; to promote the orderly development of Airport land; to ensure efficiency of operations; to conform to applicable laws and regulations; to comply with assurances made under the Port's grant agreements with the federal government, including without limitation assurance number 22(f) with regard to self fueling; to preclude the granting of an Exclusive Right to provide an Aeronautical Service in violation of federal law; and to promote opportunities for Operators to provide Aeronautical Services at the Airport on fair and reasonable terms, without unjust economic discrimination.

These Minimum Standards are intended to be the threshold entry and on-going service requirements for those Persons seeking to provide Aeronautical Services at the Airport to the public, and are intended to apply objectively and without unjust discrimination to all similarly situated on-Airport Operators. The Board has determined that the requirement that all Operators at the Airport meet these Minimum Standards is in the public interest.

These Minimum Standards are established based upon the conditions existing at the Airport, the existing and planned facilities at the Airport, and the current and future aviation role of the Airport. The application of these Minimum Standards, including the minimum levels of service that must be offered by Operators, relates primarily to the public interest in discouraging substandard service providers, thereby preserving the financial integrity of Airport businesses and protecting Airport patrons.

It is the policy of the Port to extend the opportunity to provide an Aeronautical Service at the Airport to any Person meeting these Minimum Standards, as they may be amended from time to time, for that service, subject to the availability of suitable space at the Airport to conduct such activities.

In the event of a direct conflict between these Minimum Standards and any agreement entered into prior to the Effective Date, the agreement shall govern to the extent of such conflict. The Minimum Standards are not intended to alter or change rights of any party under any agreement in effect prior to the Effective Date (a "pre-existing agreement"); provided, however, that if any pre-existing agreement requires the party to such agreement to comply with the Port's minimum standards, as they may be amended from time to time, then these Minimum Standards shall be incorporated into such pre-existing agreement as a result of such provision. These Minimum Standards shall apply to any agreement (as defined in Section 3.1 hereof) or extension of the term of any pre-existing agreement entered into between the Port and an Operator after the

Effective Date, and in the event of any direct conflict between such agreement and these Minimum Standards, these Minimum Standards, shall prevail.

Article 2. Definitions

“Aeronautical Service” shall mean any Commercial service which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of Aircraft operations commonly conducted on the Airport by any Person; provided, however, that these Minimum Standards shall not apply to the provision of Aeronautical Services at the South Field. Services within this definition, commonly conducted on the Airport, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, 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, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical services. Activities such as model aircraft and model rocket operations are not aeronautical services.

“Air Operations Area” (“AOA”) shall mean that portion of the Airport, specified in the Airport Security Program, in which security measures specified in 49 CFR 1542, et seq., are in effect and enforced. This area includes all Movement Areas, Ramps, and safety areas for use by Aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas (including General Aviation areas) that are not separated by adequate security systems, measures, or procedures, and includes any area of the Airport used or intended to be used by Aircraft for landing, takeoff or surface maneuvering.

“Aircraft” shall mean any contrivance now known or hereafter designed, invented or used for powered or non-powered flight in the air. For the purpose of this definition a helicopter is included but an ultralight vehicle (as defined in 14 CFR Part 103) is not included.

“Aircraft Charter or Air Taxi Services” shall mean the business of providing air transportation of persons or property to the general public for hire, either on a charter basis (Commercial Operator) or as an air taxi operator.

“Aircraft Rental or Leasing Services” shall mean one or both of the following: (a) the rental or hire of Aircraft to the public without any particular pattern or regularity with respect to the individual user; or (1) the lease of Aircraft to a customer or customers under a contract for a pre-stated block or interval of time of not less than 100 hours per annum where the Aircraft is committed to the use of such customer under a predetermined arrangement, as distinguished from the rental of Aircraft to the public.

“Aircraft Sales Services” shall mean the sale of new and/or used Aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer, or otherwise; and provision of such repairs, services and parts as necessary to meet any guarantee or warranty on new or used Aircraft sold by such Operator.

“Airframe and Engine Maintenance and Repair Services” shall mean providing maintenance, repair, rebuilding, overhaul, alteration or inspection of the airframe, engine(s) and

accessories of an Aircraft.

“Airport” shall mean Oakland International Airport (OAK), Oakland, California, and all of the property, buildings, facilities and improvements within the exterior boundaries as now exist on the airport layout plan for the Airport, as such may hereafter be extended, enlarged or modified.

“Airport Directives” shall mean, collectively, any written directives or, in the event of an emergency, oral instructions followed by a written directive, issued or authorized by the Director or Assistant Director.

“Airport Security Program” shall mean those procedures, programs and rules established, implemented and maintained for security purposes of the Airport pursuant to rules and regulations of the TSA, FAA and Airport Directives, including, without limitation, 49 CFR Parts 1520, 1542, 1544 and 1546, 14 CFR Part 139 and the Airport’s security program approved by TSA.

“Apron” or “Ramp” shall mean that area of the Airport designated by the Director or Assistant Director for the loading, unloading, servicing or parking of Aircraft.

“Assistant Director” shall mean the Assistant Director of Aviation employed by the Port, or his or her designee.

“Board” shall mean the Board of Port Commissioners of the City.

“City” shall mean the City of Oakland, California.

“Commercial” shall mean that which relates to the exchange, trading, buying, hiring or selling of commodities, goods, services or tangible or intangible property of any kind, or any revenue-producing activity on the Airport.

“Contract Account” shall mean one of the following entities which holds a contract with an oil company authorized to make Fuel deliveries to the Airport providing for the purchase and delivery of Fuel: (a) an airline certificated by the FAA or the Public Utilities Commission of the State of California to provide airline service; (b) a major manufacturer of Aircraft with a maximum gross landing weight in excess of 60,000 pounds used by major air carriers; (c) an air travel club which operates turboprop or turbojet category Aircraft with a maximum gross landing weight in excess of 70,000 pounds; or (d) a person conducting Air Taxi operations in large Aircraft under federal authority.

“Director” shall mean the Director of Aviation employed by the Port or, in his or her absence, the Assistant Director, including anyone serving in an “Acting” capacity.

“Effective Date” shall mean the date that these Minimum Standards are adopted by the Board and are effective under Law.

“Exclusive Right” shall mean a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right.

“FAA” shall mean the United States Federal Aviation Administration within the Department of Transportation, and any federal agency succeeding to its duties and powers.

“Fixed Base Operator” or “FBO” shall mean a Person granted the right by the Board to exercise Fueling Privileges and provide the other mandatory Aeronautical Services set forth in Article 4 of these Minimum Standards. Only an FBO, the Port, or other Persons authorized by the Port to provide Fuel to a Contract Account, may be granted Fueling Privileges.

“Flight Instruction Services” shall mean instructing pilots in dual and solo flight training, in fixed and/or rotary wing Aircraft, and shall provide such related ground school instruction as is necessary preparatory to a student taking a written examination and flight check ride for the category or categories of pilots’ licenses and ratings from the FAA.

“Flying Club” shall mean a non-profit or not-for-profit Person (excluding any natural person) organized for the express purpose of providing its members with Aircraft for their personal use and enjoyment only.

“Fuel” shall mean aviation fuels of all grades and/or petroleum products ordinarily used and required by General Aviation Aircraft at the Airport, including turbine (jet) fuel (“Jet A”) and aviation gasoline (“Avgas”).

“Fueling Operations” shall mean the sale, delivery, quality control, into-plane delivery and/or dispensing of Fuel into Aircraft, fuel storage tanks or Fueling Vehicles.

“Fueling Privileges” shall mean the non-exclusive privilege granted by the Port to (a) an FBO to engage in Fueling Operations for Aircraft located on such FBO’s premises at the North Field and on public areas of the North Field but not on premises leased, licensed or assigned by the Port to any other Person unless such Person consents to such FBO engaging in Fueling Operations on such other Person’s premises, or (b) (i) the Port, or (ii) other Persons authorized by the Port, to provide Fuel to a Contract Account operating at the North Field; provided, however, that any Self Fueling meeting the requirements of these Minimum Standards shall not constitute “Fueling Privileges”.

“General Aviation” shall mean all personal and Commercial Aircraft operations, but excluding military operations and those Aircraft operations federally regulated by 14 CFR Parts 121 and 129.

“Group II Aircraft” shall mean an Aircraft in Aircraft Design Group II, as designated by the FAA pursuant to Advisory Circular 150/5300-13, as amended from time to time. As of the Effective Date of these Minimum Standards, a Group II Aircraft is defined as having a wingspan of 49 feet (15m) up to but not including 79 feet (24m) or a tail height from 20 feet up to but not including 30 feet.

“Group III Aircraft” shall mean an Aircraft in Aircraft Design Group III, as designated by the FAA pursuant to Advisory Circular 150/5300-13, as amended from time to time. As of the Effective Date of these Minimum Standards, a Group III Aircraft is defined as having a wingspan of 79 feet (24m) and up to but not including 118 feet (36m) or tail height from 31 feet up to but not including 45 feet.

“Law” or “Laws” shall mean all federal, state and local statutes, ordinances and regulations and Port ordinances which now exist or may hereafter be promulgated or adopted from time to time, including without limitation the Rules and Regulations, applicable to an Operator or Self Fueler, an Operator’s operations at the Airport or Self Fueling, and judicial interpretations thereof, including but not limited to all acts and regulations relating to aviation (including without limitation those regulations promulgated by the Department of Transportation or the FAA), security (including without limitation those regulations promulgated by the Department of Homeland Security or ISA), the Americans with Disabilities Act of 1990 and any amendments thereto, all acts and regulations relating in any way to food and drugs, worker’s compensation, sales and use tax, credit card processing, social security, unemployment insurance, hours of labor, wages, working conditions, the environment, the Immigration Reform and Control Act of 1986, and the Charter of the City (including without limitation Section 728 entitled “Living Wage and Labor Standards at Port-Assisted Businesses”).

“Losses” shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable paralegal and attorneys’ fees (including an allocation of the costs attributable to the work of in-house counsel and Port staff) prior to institution of legal proceedings and at both trial and appellate levels, and in any mediation or arbitration agreed to by Port, and remediation costs), of any kind or nature.

“Minimum Standards” shall mean these standards, as amended or modified by the Board from time to time, as the minimum requirements to be met as a condition for the right to provide Aeronautical Services or Self Fueling at the North Field.

“Motor Vehicle” shall mean a self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point, except Aircraft or devices moved exclusively upon water or stationary rails or tracks.

“Movement Area” shall mean the runways, taxiways, and other areas of the Airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of Aircraft and controlled by the air traffic control tower operated by the FAA, exclusive of Ramps and Aircraft parking areas.

“Normal Business Hours” shall mean from 8:00 AM to 6:00 PM (Pacific time), Monday through Friday.

“North Field” shall mean that portion of the Airport generally located north of Ron Cowan Parkway and west of Airport Drive.

“Operator” shall mean any Person providing Aeronautical Services at the Airport, including without limitation, a Fixed Base Operator.

“Person” shall mean any individual, firm, partnership, corporation, company, limited liability company, limited liability partnership, association, joint stock association, governmental entity or other body politic; and includes any trustee, receiver, committee, assignee or other representative or employee thereof.

“Port” shall mean the Port of Oakland, which consists of the Port Department of the City, under the exclusive control and management of the Board.

“Port Ordinance No. 4091” shall mean the ordinance bearing that number adopted by the Board on or about March 17, 2009, as amended from time to time.

“Principal” shall mean all parties owning an interest in a business of greater than 5%, and each partner, director or corporate officer, and those persons who will be managing the business.

“Ramp” shall mean those areas of the Airport within the AOA designated for the loading, unloading, servicing or parking of Aircraft.

“Ramp Permit” shall mean a permit issued by the Director or Assistant Director granting a Vehicle permission to operate or be operated within the AOA, or a designated portion thereof, subject to the requirements of the Rules and Regulations.

“Risk Manager” shall mean the person employed by the Port as the Port’s risk manager, or his or her designee.

“Rules and Regulations” shall mean Port Ordinance No. 4091 and all Airport Directives.

“Secured Areas” shall mean any area of the Airport as identified in the Airport Security Program requiring security access procedures consistent with regulations promulgated by the FAA or TSA, and all other applicable regulations.

“Self Fueler” shall mean a Person holding a valid Self Fueling Permit issued in accordance with Article 5 of these Minimum Standards.

“Self Fueling” shall mean the fueling or servicing by a Person of an Aircraft that is either (x) owned by such Person or (y) within such Person’s complete operational control, exclusively used by such Person and subject to a lease to such Person with an initial or remaining term of at least one year, with that Person’s own employees and using that Person’s own equipment. Self Fueling and other self services cannot be contracted out to or provided by any other Person. Self Fueling, in and of itself, shall not be deemed an Aeronautical Service under these Minimum Standards.

“Self Fueling Permit” shall mean a permit substantially in the form of the Self Fueling Permit attached to these Minimum Standards as Attachment B, as such form may be amended from time to time, issued to a Person meeting the requirements set forth in Section 5.1 of these Minimum Standards.

“Single Aeronautical Service Operator” shall mean a Person authorized by the Port to provide one or more of the Aeronautical Services at the Airport described in Article 6 below.

“Specialized Aircraft Repair Services” shall mean providing one or a combination of FAA approved shops for the repair of Aircraft radios, propellers, instruments, and accessories for General Aviation Aircraft generally operating at the Airport.

“Specialized Commercial Flying Services” shall mean providing air transportation for hire for the purpose of providing the use of Aircraft for one or more of the following activities:

- (a) Nonstop sightseeing flights that begin and end at the Airport;
- (b) Crop dusting, seeding, spraying, and bird chasing;
- (c) Banner towing and aerial advertising;
- (d) Fire fighting or fire patrol;
- (e) Aerial photography or survey;
- (f) Power line or pipeline patrol; or
- (g) Any other Commercial Aircraft operations specifically excluded from FAR Part 119.

“South Field” shall mean that portion of the Airport generally located south of Ron Cowan Parkway and east of Airport Drive.

“Terminal Complex” shall mean all buildings and structures (including but not limited to Buildings M101, M102, M103, M104, M114, M130, M152, M157, M158, M363, M367, M368 and XU70) located within the Airport and open to the public for the purpose of flight ticket purchase, passenger enplanement and deplanement, including Secured Areas and adjoining Ramps, roadways, public lobby waiting, baggage check-in and pick-up, and those other services related to public passenger air travel.

“TSA” shall mean the United States Transportation Security Administration within the Department of Homeland Security, and any federal agency succeeding to its duties and powers.

“Vehicle” shall mean a device in, upon or by which a person or property may be transported, carried or otherwise be moved from point to point, including a Motor Vehicle or a device moved by human or animal power, except Aircraft or devices moved exclusively upon water or stationary rails or tracks.

Article 3. **General Standards and Requirements for Aeronautical Service Providers**

3.1 Agreement Required: No Person shall provide any Aeronautical Service at the Airport without first obtaining a written lease, contract, permit, license or other form of written authorization therefor (any such written lease, contract, permit, license or other form of written authorization is hereafter an “agreement”), in form and substance acceptable to the Port and, if required by Law or Port policy, approved by the Board, from the Port or the Director. Port Ordinance No. 4091 also governs all Persons conducting or seeking to conduct operations at the Airport, including Persons providing or seeking to provide Aeronautical Services at the North Field. In the event of any conflict between the requirements of Port Ordinance No. 4091 and the requirements of these Minimum Standards, whereby the Minimum Standards impose more

restrictive requirements than those set forth in Port Ordinance No. 4091, the requirements of these Minimum Standards shall control as to those Persons covered by the Minimum Standards.

3.2 Insurance Requirements. Each Operator and Self Fueler shall provide a certificate of insurance or other documentation that is satisfactory to the Port's Risk Management Department as evidence that the Operator or Self Fueler maintains in force, commencing before the date of commencement of operations at the Airport and thereafter at all times during its operations at or occupancy of any portion of the Airport, the following insurance and such other insurance as required pursuant to any agreement between the Port and such Operator or Self Fueler:

(a) Commercial General Liability Insurance (occurrence form) including the following coverages:

1. Premises and Operations
2. Blanket Contractual Liability
3. Products and Completed Operations
4. Broad Form Property Damage
5. Personal Injury (delete contractual and employee exclusions)
6. Liquor Liability (only for FBOs or others providing liquor)
7. Independent Contractors
8. Fire Legal Liability (\$100,000 limit for all Operators and Self

Fuelers).

Except as more specifically required above, such insurance shall be maintained with the following minimum limits:

\$25,000,000 per occurrence, general aggregate and products and completed operations aggregate, for FBOs and air cargo Operators;

\$ 5,000,000 per occurrence, general aggregate and products and completed operations aggregate for corporate hangar Operators, aircraft servicing, repair and maintenance Operators and Self Fuelers;

\$ 1,000,000 per occurrence, general aggregate and products and completed operations aggregate for aviation schools and all other Operators.

(b) Comprehensive Aircraft Liability Insurance required of the following Operators with the following minimum limits:

\$25,000,000 per occurrence for FBOs, air cargo Operators and corporate hangar Operators;

\$ 1,000,000 per occurrence for aviation school Operators providing Flight Instruction Services;

\$ 5,000,000 per occurrence for all other Operators providing air taxi, charter operations, aircraft rentals or any Specialized Commercial Flying Services.

(c) Owned, Non-owned and Hired Automobile Liability Insurance with the following minimum limits:

\$ 5,000,000 per accident for FBOs, air cargo Operators, corporate hangar Operators and all Operators with vehicles in the Airport Operations Area (AOA) (however their individual employees are not subject to this requirement if the FBO, air cargo Operator, corporate hangar operator or other Operators evidence the \$5,000,000 limit for Non-Owned and Hired Automobiles);

\$ 1,000,000 per accident for all other Operators and for Self Fuelers (however,, their individual employees are not subject to this requirement if the Operator or Self Fueler evidences the \$1,000,000 limit for Non-Owned and Hired Automobiles).

(d) Hangarkeeper's Legal Liability Insurance required of the following Operators with the following minimum limits:

\$25,000,000 per occurrence and aggregate for FBOs;

\$25,000,000 per occurrence and aggregate for air cargo Operators and corporate hangar Operators if servicing, hangaring or maintaining non-owned aircraft on the rented premises;

\$5,000,000 per occurrence and aggregate for all aircraft service, repair and maintenance Operators if servicing, hangaring or maintaining non-owned aircraft on the rented premises.

(e) Contractor's Pollution Legal Liability Insurance with minimum limits of \$1,000,000 per occurrence and aggregate for all FBOs, air cargo Operators, corporate hangar Operators, aircraft servicing, repair, and maintenance Operators and Self Fuelers. Any Operator or Self Fueler conducting demolition or excavation on Port property must carry this insurance and other environmental insurance as required by the Port Risk Management Department, or require that their contractor carry such insurance and provide evidence to the Port Risk Management Department as required below.

(f) Builder's Risk Insurance for 100% of the completed replacement cost value (only required when Operators or Self Fuelers are undertaking construction) on the rented premises), with the Port as insured and loss payee.

(g) Workers' Compensation Insurance as required by California law along with Employer's Liability Insurance with limits of not less than \$1,000,000 per accident, per employee and policy limit for bodily injury by disease.

Each Operator and Self Fueler shall also provide to the Port satisfactory evidence of:

1. Subrogation waivers in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, its Commissioners, officers agents and employees for all required insurance;

2. Cross-Liability (severability of interest) provisions with respect to the insurance required by sections 3.2(a), (b), (c), (d)- and (e);

3. Provisions that the required insurance is primary and non-contributory to insurance of the Port;

4. Provisions that require each insurer or the insured's agent to endeavor to provide 30-days advance written notice of cancellation- to the Port Risk Management Department for all required insurance;

5. Provisions that the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, its Commissioners, officers, agents and employees are additional insureds with respect to insurance required by sections 3.2(a), (b), (c), (d) and (e).

Deductibles or self-insured retentions over \$25,000 must be approved by the Port's Risk Management Department. All policies of insurance required above shall be issued by an insurer licensed to do business in the State of California and with an A.M. Best Rating of A- or better. An Operator's or Self Fueler's operations at the Airport or occupancy of its premises at the Airport may be interrupted without proper evidence of coverage.

Before any Operator or Self Fueler may commence operations at the Airport, the required evidence of the required insurance must be received at the following address:

Port of Oakland
Attn: Risk Management Department
530 Water Street
Oakland, CA 94607
Fax #: 510-627-1626

3.3 Compliance With Laws. Each Operator shall observe and comply with all applicable Laws governing its conduct on and its operations at the Airport or the use of its facilities at the Airport. Each Operator shall also observe and comply with any and all applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the FAA, and the TSA). It is the Operator's responsibility to keep informed of all Laws and all applicable requirements of such public authorities. Each Operator shall pay or reimburse the Port for any civil penalties or fines which may be assessed against the Port as a result of the violation by such Operator of any of the foregoing requirements, which payment shall be made by such Operator within fifteen (15) days from receipt of the Port's invoice for such amount and documentation showing that payment of such penalty or fine is such Operator's responsibility hereunder. If any governmental license or permit shall be required for the proper and lawful conduct of an Operator's business at the Airport, such Operator shall procure and maintain such license or permit and submit the same

for inspection by the Port, and such Operator at all times shall comply with the terms and conditions of each such license or permit.

3.4 Security Mandates. The Port is required to comply with the security mandates of the Department of Transportation, the FAA, the TSA, the Department of Homeland Security, and with other governmental and administrative rules and regulations relating to airports. The Port reserves the right to require each Operator, or specified classes of Operators, to develop and maintain a corporate security plan that meets the then-current requirements of the TSA as a condition of operating at the Airport. In addition to each Operator's obligation to comply with all Laws applicable to such Operator, any procedures determined by the Port to be applicable to an Operator in order for the Port to comply with the foregoing, including without limitation requirements of the Airport Security Program applicable to an Operator, will be furnished to Operator in writing, and delivered by facsimile transmission or electronic mail, confirmed by mail, to such Operator, to its address for notices set forth in its agreement with the Port. Each Operator and its agents, employees, representatives and permitted assignees shall be responsible for full compliance with all procedures delivered by facsimile transmission or electronic mail to such Operator. Such procedures are subject to change without notice other than delivery thereof to such Operator. Each Operator shall reimburse the Port, within fifteen (15) days from receipt of the Port's invoice, and documentation showing that payment of such civil penalty or fine is such Operator's responsibility hereunder, the amount of any civil penalty or fine that may be assessed against the Port by any governmental agency for any violation of applicable security rules or regulations which arises out of such Operator's failure to comply with all applicable Laws or the provisions of these Minimum Standards by such Operator, or its agents, employees, representatives or assignees. In such event, the Port shall also have all of its other rights and remedies arising at law or in equity.

3.5 Security Deposit. Each Operator shall provide to the Port, prior to commencement of operations at the Airport, with a security deposit (the "Security Deposit"), the amount and terms of which Security Deposit shall be established by the agreement between the Operator and the Port, which Security Deposit shall be held and applied by the Port to guarantee the faithful performance by each Operator of all of its obligations under the agreement between the Port and such Operator and the payment of all fees, charges and other amounts which become due or which such Operator is required to cause to be paid under these Minimum Standards or the agreement between the Port and such Operator including, without limitation, amounts invoiced or required to be remitted without demand. The existence or amount of the Security Deposit shall not limit the Operator's liability or the Port's rights in the event the Operator fails to make any required payments to the Port or to comply with any of such Operator's other obligations.

3.6 Non-Exclusivity. The rights granted to any Operator to provide Aeronautical Services at the Airport are not Exclusive Rights and Port reserves the right to grant similar rights and privileges to other Persons engaged in providing Aeronautical Services at the Airport.

Article 4. Minimum Standards for FBOs

Port Ordinance No. 4091 includes requirements relating to Fueling Operations and the storage of Fuel on the Airport, and each FBO shall fully comply with all such requirements. An

FBO's Fuel storage facilities must comply with all applicable Laws, including without limitation the Rules and Regulations. In addition, any Person providing or seeking to provide Aeronautical Services as a Fixed Base Operator shall be subject to the minimum service standards, minimum management and staffing standards, and minimum facility requirements, set forth below in this Article 4:

4.1 Minimum Service Standards. Each FBO operating at the Airport shall continuously provide all of the following Aeronautical Services. Except as expressly noted below, such services shall be provided seven days a week, holidays included, 24 hours a day.

4.1.1 Fueling Operations. Fueling Operations and all necessary Ramp assistance, consisting of, at a minimum, Aircraft loading and unloading, Aircraft marshalling and towing, Aircraft ground power, Aircraft parking and tie-down services, shall be provided at the North Field within the FBO's leased premises and in all public areas of the North Field, and upon invitation in areas of the North Field leased to other parties or subject to Self Fueling rights. Each FBO shall offer Fuel for sale and shall ensure that it maintains or has access to a sufficient supply of Fuel. Each FBO shall be capable of delivering and dispensing Fuel and Aircraft lubricants into all General Aviation Aircraft based at or regularly using the Airport. Each FBO shall provide an average response time of no more than 30 minutes for Fueling Operations. Each FBO shall at no expense to the Port acquire and maintain all necessary equipment for Fueling Operations, including, without limitation, Fueling Vehicles, necessary to engage in Fueling Operations.

Each FBO shall pay to the Port, within fifteen (15) days after the end of each calendar month a Fuel flowage fee, at such rate as may be established from time to time by the Port by duly adopted ordinance, for each gallon of Fuel delivered by the FBO at the Airport in the preceding month. Each FBO shall maintain accurate and complete records of all Fuel received at the Airport by such FBO and all Fuel delivered at the Airport by the FBO, and such records shall be subject to inspection and audit by the Port.

4.1.2 Ramp Assistance. Ramp assistance services to Aircraft at the North Field, daily between the hours of 8:00 a.m. and 6:00 p.m. (Pacific time) and at other times on no more than 4 hours notice, including, without limitation, Aircraft loading and unloading, Aircraft marshalling and towing, Aircraft lavatory waste removal services, cabin cleaning services, oxygen services, Aircraft ground power, Aircraft parking, and tie-down services.

4.1.3 Hangaring. Hangaring services at the FBO's premises at the North Field, including, without limitation, enclosed storage space of sufficient size to accommodate Group II and smaller General Aviation Aircraft based at or normally frequenting the Airport.

4.1.4 Passenger Services. Passenger services at the FBO's premises at the North Field, daily between the hours of 8:00 a.m. and 6:00 p.m. (Pacific time) and at other times on no more than 4 hours notice, including, without limitation, a lounge area, service desk, a conference room and customer rest rooms, and each FBO shall provide courtesy transportation (carrying customers of the FBO without imposition of a separate fee within the Airport or to or from the Airport), rental automobiles, and food and beverage catering services, or make

arrangements for such services with third party operators with whom the Port has entered into an agreement.

4.1.5 Crew Amenities. Crew amenities at the FBO's premises at the North Field, daily between the hours of 8:00 a.m. and 6:00 p.m. (Pacific time) and at other times on no more than 4 hours notice, including, without limitation, a flight planning area with telephone connection and internet access to the FAA Flight Service Station or a FAA-qualified WX service, and a pilots' lounge.

4.1.6 Disabled Aircraft Removal. Between the hours of 8:00 a.m. and 6:00 p.m. (Pacific time), and at other times on no more than 2 hours notice, remove or arrange for the removal of disabled Aircraft, including, at minimum, facilities and equipment for removing all types of Group III Aircraft based at or regularly using the North Field and smaller Aircraft from all operational areas of the Airport. FBO shall remove only those Aircraft that the Port or the Aircraft owner specifically requests FBO to remove. If only the Port, and not the Aircraft owner or operator, requests removal of the Aircraft, the Port shall indemnify and hold harmless FBO from any Losses arising out of such removal except to the extent that such Losses arise out of FBO's negligent or wrongful acts or omissions.

4.1.7 Aircraft Maintenance. Between the hours of 8:00 a.m. and 6:00 p.m. (Pacific time) and at other times on no more than 4 hours notice, provide or arrange for provision of minor Aircraft maintenance services on the FBO's premises at the North Field.

4.2 Optional Services. Each FBO operating at the Airport may provide additional Aeronautical Services such as (but not limited to):

1. Airframe and Engine Maintenance and Repair Services;
2. Specialized Aircraft Repair Services;
3. Installation and modification of Aircraft interiors;
4. Sale of new and used Aircraft and component parts;
5. Aircraft Rental or Leasing Services;
6. Flight Instruction Services;
7. Aerial photography; and
8. Sale of Aircraft insurance.

4.3 Minimum Resources and Experience. Any Person seeking to serve as an FBO at the Airport shall have demonstrated to the Port's satisfaction their business capability. Any Person seeking to serve as an FBO shall demonstrate that they have adequate resources to provide each of the Aeronautical Services required of an FBO. New applicants to serve as an FBO shall provide a business plan as part of their application (see Attachment A).

4.4 Required Facilities and Equipment. Each FBO operating at the Airport shall provide adequate facilities to serve the general public and customers of both the Port and the FBO to accommodate their size of business or as otherwise addressed in these Minimum Standards. The FBO must lease sufficient facilities or land from the Port to provide adequate space for hangars and other buildings, paved private automobile parking, paved Aircraft parking, paved pedestrian walkways, Fuel storage facilities, and all storage, utilities and support facilities

necessary to meet these Minimum Standards and to accommodate its customers' needs, in accordance with City and Port requirements. Where existing building facilities are to be leased or an existing lease is renegotiated, the criteria set forth in this section will be used as a general measure of the adequacy of the facilities.

4.4.1 Hangar and Apron. Each FBO shall construct or lease from the Port at least 38,000 square feet of hangar space (T hangars are not acceptable to satisfy this requirement) and at least 200,000 square feet of paved Aircraft Apron space.

4.4.2 Support Space. In addition to the hangar space, each FBO shall construct or lease or license from the Port at least 3,000 additional square feet of space for the following: its own office operations; a customer lobby; customer lounge space; flight planning facilities with direct telephone communication to an FAA Flight Service Station; sales counter; access to weather information or a FAA-qualified WX service via computer at all times; pilot waiting areas; snack and beverage vending services available at all times; and customer restrooms.

4.4.3 Shop Space. If the FBO elects to provide Aircraft maintenance services, then adequate additional shop and spare parts storage space to accommodate such services shall be constructed by the FBO or leased from the Port.

4.4.4 Automobile Parking Spaces. Each FBO shall provide adequate paved private automobile parking spaces to serve its customers and employees.

4.4.5 Mobile Dispensing Equipment. Each FBO shall provide at least one metered filter-equipped Fuel dispensing Motor Vehicle (a "Fueling Vehicle") with a minimum capacity of at least 5,000 gallons of Jet A Fuel and either a Fueling Vehicle with a minimum capacity of at least 500 gallons of Avgas or a fixed Avgas refueling (self service Fueling) system with a capacity of not less than 1,000 gallons of Avgas. FBOs must be able to provide both Jet A and Avgas. One such Fueling Vehicle shall have over-the-wing and single-point Aircraft servicing capability. All such Fueling Vehicles shall be bottom loaded and shall meet all applicable safety requirements. All Fueling Vehicles shall be equipped with reliable metering devices that meet all applicable federal, state and local regulatory requirements and such meters shall be subject to independent inspection. No Fueling Vehicle shall be operated at the Airport without all required permits, including without limitation, a Ramp Permit. All Fueling Vehicles shall be maintained and operated in accordance with Federal, State, local, Port and industry requirements, including without limitation Air Transport Association Specification 103, "Standards for Jet Fuel Quality at Airports" ("ATA 103"), National Fire Protection Association standard, NFPA 407, "Standards for Aircraft Fuel Servicing" ("NFPA 407"), Occupational Safety and Health Administration ("OSHA") guidelines, and the Rules and Regulations.

4.4.6 Fueling Equipment Requirements. All Fuel transport and dispensing tanks and associated equipment shall comply with all applicable Laws regarding the transportation, dispensing and storage of flammable liquids. All Fuel transport and dispensing tanks shall be clearly marked on all sides with the type of Fuel (e.g., Jet A or Avgas) and with "Flammable" and "No Smoking" placards placed on all exterior sides. All Fuel transport tanks shall be firmly secured to the transport Vehicle. An in-line filtration system utilizing a 5 micron or less gasoline filter element shall be included in the Fuel dispensing system. Cables for bonding the Fuel

dispensing system and the Aircraft to zero electrical potential shall be provided. Two twenty (20) pound Class B fire extinguishers shall be readily available during all Fueling Operations. A sufficient supply of absorbent material and the vehicular means to transport such material for the immediate containment and clean up of a spill and for removal of the contaminated absorbent material shall be maintained at all times. All Fueling equipment shall be maintained in a clean, non-leaking condition while on the Airport and shall be subject to inspection at any time by the Port. All Fueling equipment on the Airport shall be maintained and operated in accordance with Federal, State, local, Port and industry requirements, including without limitation ATA 103, NFPA 407, OSHA guidelines, and the Rules and Regulations.

4.4.7 Aircraft Service Equipment. Each FBO shall procure and maintain tugs and towing equipment having a rated draw bar capacity sufficient to meet the towing requirements of the heaviest Group III Aircraft based at or regularly using the North Field, ground power units, nitrogen cart, fire extinguishers, lavatory servicing equipment, mobile passenger stairs, chocks, ropes, tie-down supplies, crew and passenger courtesy transportation Vehicles and a "Follow-Me" Vehicle, as appropriate and necessary for the servicing of Aircraft types normally expected to use the FBO facilities. The requirements of this section shall be satisfied if the FBO owns, leases or otherwise has sufficient access to the equipment to provide the applicable services promptly on demand and without causing any flight delays or other operational impacts on Aircraft or the Airport, except as provided in Section 4.1.6 above.

4.4.8 Fuel Storage Facilities. Each FBO shall provide or have access to Fuel storage facilities located at the Airport with a capacity which will provide an inventory of Jet A and Avgas sufficient to fully service the FBO's anticipated demand for Jet A and Avgas; but in no event shall the total storage capacity for Jet A be less than 30,000 gallons and for Avgas be less than 3,000 gallons. If the FBO provides its own Fuel storage facilities, such facilities must comply with all applicable Laws and Port requirements. In the alternative, an FBO may contract with another party that maintains on-Airport Fuel storage facilities for Fuel storage, provided that such other party has entered into an agreement with the Port granting such party the right to locate Fuel storage facilities at the Airport, and that the FBO has entered into an agreement with such party granting the FBO the right to store sufficient Fuel to meet the requirements of these Minimum Standards.

4.5 Minimum Staffing Requirements. An adequate number of qualified and, where applicable, licensed employees shall be on duty at all times to provide a level of service consistent with that required under these Minimum Standards. Personnel while on duty shall be clean, neat in appearance, and courteous. Each FBO shall establish a written training program to ensure that all employees are thoroughly trained and qualified to perform the tasks to which they are assigned. The training program shall contain detailed instruction in proper operating procedures for each job classification. All non-management FBO employees in the AOA shall be suitably uniformed, and the uniform shall identify the name of the FBO providing the service. All FBO employees in the AOA shall display valid Port-issued security badges in a conspicuous manner at all times.

4.5.1 Full Time Manager. All activities of each FBO shall be conducted under the guidance and supervision of a full-time F130 manager. Such person must be a qualified and experienced FBO manager vested with full power and authority in respect of the method, manner

and conduct of the FBO operation. Such FBO manager shall be assigned to the Airport where he or she shall be available during normal business hours.

4.5.2 Line Service and Maintenance. At least two (2) fully trained and qualified Fuel service personnel shall be on duty at all times. At least one (1) FAA-licensed Aircraft mechanic shall be available every day within two (2) hours of request. An FBO may arrange for acceptable mechanic's services by subcontracting with another Operator authorized to provide this Aeronautical Service at the Airport. There shall be at least one (1) person on duty 24 hours per day, seven days a week to act as supervisor, customer service representative, ramp attendant, and landing/parking fee collector. All Fuel service personnel shall have successfully completed an approved safety course that complies with the Port's Airport Certification Manual.

4.6 Standard Operating Procedures. Each FBO shall develop and maintain Standard Operating Procedures ("SOPs") for Fueling and ground handling in accordance with all applicable Laws and appropriate industry practices. The SOPs must also be in full compliance with the standards set forth in FAA Advisory Circular AC 00-34A "Aircraft Ground Handling and Servicing," as amended from time to time. The SOPs shall include an employee training plan, Fuel quality assurance procedures, record keeping and emergency response procedures for Fuel fires and spills; address the subjects of bonding, fire protection, public protection, security, control of access to Fuel storage facilities, marking and labeling of Fuel storage tanks and Fueling Vehicles; and be submitted to the Port no later than 30 days before the FBO commences activities at the Airport.

4.7 Collection of Landing Fees. If requested by the Port, each FBO shall use reasonable diligence in collecting landing fees imposed by Port ordinance for Aircraft designated by the Port landing at the Airport and using such FBO's premises, facilities or services. FBOs shall not, however, be required to collect landing fees for Aircraft where credit arrangements satisfactory to the Port have been made in advance, or for those Aircraft based at the Airport that are assessed a monthly landing fee by Port ordinance, or for Aircraft that are directly invoiced by the Port through an automated billing system, and in each of the foregoing cases, the Port shall be responsible for collecting the applicable landing fee.

In the event that any Person refuses or fails to pay an FBO the applicable landing fee that such FBO is required to collect, the FBO shall report immediately to the Assistant Director, to the extent the information is reasonably available, the name and other indentifying information concerning the Person and Aircraft involved. After making such report, the FBO shall have no further responsibility for collection of the nonpaid landing fee except that each FBO shall provide reasonable cooperation to the Port in identification and testimony necessary in connection with the Port's efforts to collect such nonpaid landing fees.

4.8 Agreement Requirements. Prior to commencing operations on the Airport, each FBO shall enter into an agreement with the Port approved by the Board. Each FBO's premises shall be maintained in "first class condition," reasonably consistent with the age and condition of the premises at the commencement of the FBO's lease. The length of the term of each agreement shall be determined by the amount of capital investment in facilities located at the Airport made by the FBO. The Port will grant an initial maximum term of up to 30 years following substantial completion of construction of Port-designated improvements, if any, for an investment in capital

improvements to the FBO’s facilities at the Airport of \$10 million or more, with up to two additional options of 5 years each at fair market rental rate for land and improvements. The maximum term of the agreement shall be reduced if a lesser amount is invested as provided in the chart below, and except as provided in the prior sentence, no options will be granted to extend the term of agreements beyond the applicable Maximum Term provided on the chart below. Each FBO must make the required Minimum Capital Investment within ten years of the commencement of the FBO’s agreement with the Port; provided, however that no less than 25% of the total Minimum Capital Investment must be made within five years of the commencement of the FBO’s agreement with the Port.

Minimum Capital Investment	Maximum Term (Years)
\$10,000,000	30
\$7,500,000	25
\$5,000,000	20
\$3,000,000	15
\$2,000,000	10
\$1,000,000	5

Article 5. **Self Fueling**

Port Ordinance No. 4091 includes requirements relating to Fueling Operations and the storage of Fuel on the Airport, and each Self-Fueler shall fully comply with all such requirements. A Self-Fueler’s Fuel storage facilities must comply with all applicable Laws, including without limitation the Rules and Regulations. In addition, in order to comply with its federal grant assurances, including without limitation assurance number 22(f) that provides that an airport sponsor may not “prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to, maintenance, repair and fueling,] that it may choose to perform”, the Port has adopted the following conditions for the exercise of Self Fueling rights at the Airport.

5.1 **Permit Required.** Any Person other than an FBO seeking to engage in Self Fueling of Aircraft at the Airport must obtain a Self Fueling Permit from the Port. A “Self Fueler” is any Person to whom the Port has granted a Self Fueling Permit. The Port shall issue a Self Fueling Permit to any Person meeting the following requirements:

Insurance Requirements. Each Self-Fueler shall comply with the insurance provisions required of Self-Fuelers in Section 3.2, above.

5.1.1 **Security Deposit.** Each Self Fueler shall provide to the Port, prior to commencement of Self Fueling operations at the Airport, with a security deposit (the “Self Fueler Security Deposit”) of no less than \$5,000.00, the terms of which Self Fueler Security Deposit shall be established pursuant to Port Policy No. AP509, as it may be amended or superseded, which Self Fueler Security Deposit shall be held and applied by the Port to guarantee the faithful performance by Self Fueler of all of its obligations under the Self Fueling Permit between the Port and Self Fueler and the payment of all fees, charges and other amounts which become due or which Self Fueler is required to cause to be paid under the Self Fueling Permit,

these Minimum Standards or any other agreement between Port and the Self Fueler including, without limitation, amounts invoiced or required to be remitted without demand. The existence or amount of the Self Fueler Security Deposit shall not limit the Self Fueler's liability or the Port's rights in the event the Self Fueler fails to make any required payments to Port or to comply with any of Self Fueler's other obligations.

5.1.2 Manual. Each Self Fueler shall have submitted a Fueling procedures manual/program to the Assistant Director, containing procedures for Fuel quality control, personnel training and Fuel spill control and clean-up, which manual/program shall have been approved by the Assistant Director.

5.1.3 Equipment. Each Self Fueler shall maintain Fuel transport and dispensing tanks of not less than one hundred (100) gallons each, which shall be clearly marked on all sides with the type of Fuel (e.g., Jet A or Avgas) and with "Flammable" and "No Smoking" placards placed on all exterior sides. All Self Fueling transport and dispensing tanks and associated equipment shall comply with all applicable Laws regarding the transportation, dispensing and storage of flammable liquids. Two twenty (20) pound Class 13 fire extinguishers shall be readily available during all Self Fueling operations. A sufficient supply of absorbent material and the vehicular means to transport such material for the immediate containment and clean up of a spill and for removal of the contaminated absorbent material shall maintained at all times. Cables for bonding the Fuel dispensing system and the Aircraft to zero electrical potential shall be provided. All Self Fueling equipment shall be maintained in a clean, non-leaking condition while on the Airport and such equipment shall be subject to inspection at any time by the Port. All Fueling Vehicles shall be equipped with reliable metering devices that meet all applicable federal, state and local regulatory requirements and such meters shall be subject to independent inspection. No Fueling Vehicle shall be operated at the Airport without all required permits, including without limitation, a Ramp Permit. All Fueling Vehicles and equipment on the Airport shall be maintained and operated in accordance with Federal, State, Port and industry requirements, including without limitation ATA 103, NFPA 407, OSHA guidelines, and the Rules and Regulations.

5.1.4 Flying Clubs. If a Flying Club has been issued a Self Fueling Permit, the members of that Flying Club may engage in Self Fueling with respect to any Aircraft owned or leased by that Flying Club or jointly by all of the members of that Flying Club.

5.2 Limitation. A Self Fueler may only perform Self Fueling on Aircraft that are either (x) owned by such Self Fueler or (y) within the Self Fueler's complete operational control, exclusively used by such Self Fueler, and subject to a lease to such Self Fueler with an initial or remaining term of at least one year. Fueling Operations may only be performed by a Self Fueler in an area within the North Field designated by the Port or, for a Self Fueler that leases or subleases in excess of 7,500 sf of Apron at the Airport, within the Apron area leased or otherwise controlled by such Self Fueler, and Fueling Operations may only be performed by the Self Fueler or by such Self Fueler's employees, and only using Fueling Vehicles and other Fueling equipment owned or exclusively leased by the Self Fueler and operated by the Self Fueler or such Self Fueler's employees. A Self Fueler may not sell Fuel at the Airport.

5.3 Fuel Flowage Fees; Records. Each Self Fueler shall pay to the Port a Fuel flowage fee as established from time to time by resolution of the Board. Each Self Fueler shall provide the Port with reports of its Self Fueling activity in such form and detail and with such frequency as is required by the Self Fueling Permit. In addition, at the Assistant Director's request, a Self Fueler shall furnish the Port with copies of all invoices, delivery tickets and other records showing the amount of Fuel purchased and dispensed during the period for which each Fuel flowage fee payment is due.

5.4 Compliance With Laws. Each Self Fueler shall observe and comply with all applicable Laws governing its conduct on and its operations at the Airport or the use of its facilities at the Airport. Each Self Fueler shall also observe and comply with any and all applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the FAA, and the TSA). It is the Self Fueler's responsibility to keep informed of all such Laws and all applicable requirements of such public authorities. Each Self Fueler shall pay or reimburse the Port for any civil penalties or fines which may be assessed against the Port as a result of the violation by such Self Fueler or its employees of any of the foregoing requirements, which payment shall be made by Self Fueler within fifteen (15) days from receipt of the Port's invoice for such amount and documentation showing that payment of such penalty or fine is such Self Fueler's responsibility hereunder. If any governmental license or permit shall be required to lawfully conduct Self Fueling at the Airport, each Self Fueler shall procure and maintain such license or permit and submit the same for inspection by the Port, and such Self Fueler at all times shall comply with the terms and conditions of each such license or permit.

5.5 Additional Requirements. The Rules and Regulations include requirements relating to Fueling Operations and the storage of Fuel on the Airport, and each Self Fueler shall fully comply with all such requirements. A Self Fueler's Fuel storage facilities must comply with all applicable Laws, including without limitation the Rules and Regulations. In addition, each Self Fueler shall:

5.5.1 Only use the entrance, exit and haul routes designated by the Assistant Director to transport Fuel on and off Airport;

5.5.2 Train all of its employees engaged in Self Fueling in the proper operation of the Self Fueler's Fueling Vehicles and other Fueling equipment, and in the requirements of the Rules and Regulations. All employees engaged in Self Fueling shall have successfully completed a safety course approved by the Port, and evidence of the successful completion of such training shall be provided to the Assistant Director; and

5.5.3 Maintain appropriate records to show that the following minimum inspections on Fueling equipment have been performed by the Self Fueler or its employees, and to permit the Assistant Director to inspect such records at any time during normal business hours:

Daily: Filter sump, Fuel tank sump(s), air supply tank (for water), filter pressure differential and flow rate (if applicable), operating pressures, deadman system operation (if applicable), bottom loading mechanism.

Weekly: Refueling hoses, nozzle screens, emergency shutoff system, fire extinguisher seals and tags.

Article 6. **Minimum Standards for Single Aeronautical Service Operators**

6.1 General. Each Single Aeronautical Service Operator shall also comply with the requirements of Article 3 of these Minimum Standards, as well as each of the requirements set forth below applicable to the Aeronautical Service being provided by such Operator. Aircraft maintenance activities shall only be performed in hangars or outside in maintenance areas approved by the Assistant Director and in accordance with all Laws. Any Person seeking to serve as an Operator at the Airport shall have demonstrated to the Port's satisfaction their business capability. Any Person seeking to serve as an Operator shall demonstrate that they have adequate resources to provide the Aeronautical Services that it seeks to provide at the Airport. New applicants to serve as an Operator shall provide a business plan as part of their application (see Attachment A).

6.2 Airframe and Engine Maintenance and Repair Services. An Operator providing Airframe and Engine Maintenance and Repair Services must be certified by the FAA under Federal Aviation Regulations ("FAR") 14 CFR Part 145, as amended or superseded, to perform Aircraft maintenance and shall provide only those maintenance and inspection services permitted by its FAA certification. Operators providing these services may also sell Aircraft parts and accessories, but such is not an Exclusive Right.

6.2.1 Facilities. An Operator providing Airframe and Engine Maintenance and Repair Services shall lease from the Port or sublease from another tenant, subject to the approval of the Port: at least 35,000 sf of land at the Airport upon which it shall lease or construct a hangar or shop facilities of at least 5,000 sf of floor space, including an office, shop and customer lounge and rest rooms, all of which shall be properly lighted and heated; at least 30,000 sf of paved Apron for Aircraft parking; adequate paved private automobile parking to accommodate its clients and employees; a paved taxilane connecting to the Airport taxiway system; and all necessary storage facilities.

6.2.2 Certification. An Operator providing Airframe and Engine Maintenance and Repair Services shall obtain and maintain, at a minimum, the Repair Station Certificates as described in FAR Part 145 as then in effect which are applicable to the Aeronautical Services to be provided by such Operator. At a minimum, the Operator shall furnish the services described in the following sections of FAR Part 145 (or the successors thereto):

Air Frame

145.59(a)(1) Composite — Small Aircraft
145.59(a)(3) All Metal — Small Aircraft

Power Plant

145.59(b)(1) Class 1 Engines — 400 hp or less

Any additional repair station services offered by Operator other than those listed above

shall be performed in strict compliance with the applicable provisions of FAR Part 145 and all Laws.

6.2.3 Required Equipment. An Operator providing Airframe and Engine Maintenance and Repair Services shall at all times maintain an adequate supply of all necessary parts, manuals, equipment and accessories.

6.2.4 Hours of Operation. An Operator providing Airframe and Engine Maintenance and Repair Services shall be required to remain open during Normal Business Hours, and to be on call for services during all other hours within two hours of request.

6.2.5 Personnel and Training. An Operator providing Airframe and Engine Maintenance and Repair Services shall have in its employ, and on duty during Normal Business Hours (and on call within two hours of request during other hours), trained personnel in such numbers as are required to meet the minimum standards set forth in this Section 6.2 in a safe and efficient manner, but never less than one (1) person currently certificated by the FAA with ratings appropriate to the work being performed, and who holds an airframe, power plant and/or Aircraft inspector rating, plus one (1) additional person not necessarily rated, who may be a supervisor. The Operator shall maintain, during Normal Business Hours, a responsible person in charge to supervise the Operator's operations on the Airport and with authorization to act for and on behalf of the Operator.

6.3 Specialized Aircraft Repair Services. An Operator providing Specialized Aircraft Repair Services shall also sell new and/or used Aircraft radios, propellers, instruments and accessories for General Aviation Aircraft generally operating at the Airport, but such is not an Exclusive Right.

6.3.1 Facilities. An Operator providing Specialized Aircraft Repair Services shall lease from the Port or sublease from another tenant, subject to the approval of the Port: at least 10,000 sf of land at the Airport upon which it shall lease or construct a hangar or shop facilities of at least 1,000 sf of floor space, including an office, shop, and customer lounge and rest rooms, which shall be properly heated and lighted; adequate paved private automobile parking to accommodate its clients and employees; at least 5,000 sf of paved Aircraft parking Apron to accommodate its customers; a paved taxilane connecting to the Airport taxiway system; and all necessary storage facilities.

6.3.2 Certification. An Operator providing Specialized Aircraft Repair Services shall obtain and maintain, at a minimum, the Repair Station Certificates as described in FAR Part 145 as then in effect which are applicable to the Aeronautical Services to be provided by such Operator and appropriate certification from the Federal Communications Commission ("FCC"). At a minimum, the Operator shall furnish the services described in the following sections of FAR Part 145:

Radio Repair

145.59(d)(1) - Communications Equipment

145.59(d)(2) - Navigational Equipment

145.59(d)(3) - Radar Equipment

Instrument

- 145.59(e)(1) — Mechanical
- 145.59(e)(2) — Electrical
- 145.59(e)(3) — Gyroscopic
- 145.59(e)(4) — Electronic

Accessories

- 145.59(f)(1) — Mechanical
- 145.59(f)(2) — Electrical
- 145.59(f)(3) — Electronic

Any additional repair station services offered by Operator other than those listed above shall be performed in strict compliance with the applicable provisions of FAR Part 145 and all Laws.

6.3.3 Hours of Operation. An Operator providing Specialized Aircraft Repair Services shall be required to remain open during Normal Business Hours, and be on call for services during all other hours within two hours of request.

6.3.4 Personnel and Training. An Operator providing Specialized Aircraft Repair Services shall have in its employ, and on duty during Normal Business Hours (and on call within two hours of request during other hours), trained personnel in such numbers as are required to meet the minimum standards set forth above in a safe and efficient manner, but never less than one (1) person currently certified by the FAA and FCC with ratings appropriate to the work being performed, and who holds radio, instrument service ratings, plus one (1) additional person not necessarily rated, who may be a supervisor. The Operator shall maintain, during Normal Business Hours, a responsible person in charge to supervise the Operator's operations on the Airport and with authorization to act for and on behalf of the Operator.

6.4 Aircraft Sales Services.

6.4.1 Facilities. An Operator providing Aircraft Sales Services shall lease from the Port or sublease from another tenant, subject to the approval of the Port: at least 10,000 sf of land at the Airport upon which it shall lease or construct a hangar of at least 1,000 sf of floor space, including showroom space sufficient to provide for the display of at least one fully assembled Aircraft, office, and customer lounge and restrooms, which shall be properly heated and lighted; adequate paved private automobile parking to accommodate its clients and employees; at least 5,000 sf of paved Aircraft parking Apron; a paved taxilane connecting to the Airport taxiway system; and all necessary storage facilities.

6.4.2 Hours of Operation. An Operator providing Aircraft Sales Services shall be required to remain open and service available during Normal Business Hours.

6.4.3 Personnel and Training. An Operator providing Aircraft Sales Services shall have in its employ, and on duty during Normal Business Hours, trained personnel in such numbers as are required to meet the minimum standards set forth above in a safe and efficient

manner, including not less than one person holding a current FAA pilot certificate and ratings appropriate for the type of Aircraft to be demonstrated and an instructor rating. The Operator shall maintain, during Normal Business Hours, a responsible person in charge to supervise the Operator's operations on the Airport and with authorization to act for and on behalf of the Operator.

6.4.4 Parts and Service. An Operator providing Aircraft Sales Services shall have access to an adequate supply of parts and servicing facilities to provide maintenance service as necessary to meet any guaranty or warranty for the type(s) of Aircraft for which sales privileges are granted at the Airport. The Operator shall provide necessary and satisfactory arrangements for the duration of any sales guarantee or warranty period. Such necessary servicing facilities may be provided through a written agreement with another Operator at the Airport.

6.5 Flight Instruction Services. An Operator providing Flight Instruction Services shall instruct student pilots in dual and solo flight in fixed and, at the Operator's option, rotary wing Aircraft. The Operator shall meet the continuing requirements for certification as a flying school mandated by the FAA and all Laws, and such training shall be conducted in a manner that meets all requirements of FAR Parts 61 or 141 and other applicable Laws, relating to primary flying schools. If additional or more advanced training is offered by the Operator, such advanced training shall also conform to the requirements of FAR Parts 61 or 141. The Operator shall lease and/or own a sufficient number of properly FAA certificated and airworthy Aircraft equipped for flight under instrument conditions and based at the Airport to adequately handle the number of students contemplated to be instructed, but not less than two (2) Aircraft. All Aircraft shall be maintained by the Operator in accordance with all applicable FAA regulations and all Laws.

6.5.1 Facilities. An Operator providing Flight Instruction Services shall lease from the Port or sublease from another tenant, subject to the approval of the Port: at least 5,000 sf of land at the Airport upon which it shall lease or construct a building of at least 1,000 sf of floor space; including office, classroom, flight planning, pilot supply sales, and customer lounge and restrooms, which shall be properly heated and lighted; adequate paved private automobile parking to accommodate its clients and employees; at least 2,000 sf of paved Aircraft parking Apron; a paved taxilane connecting to the Airport taxiway system; and all necessary storage facilities. A telephone and computer shall be supplied for flight plans, weather briefings or other flight related uses.

6.5.2 Hours of Operation. An Operator providing Flight Instruction Services shall be required to remain open during Normal Business Hours.

6.5.3 Personnel and Training. An Operator providing Flight Instruction Services shall have in its employ, or under agreement as independent contractors, and on duty during its business hours, pilots holding current FAA certificates with appropriate ratings for flight instruction in the Aircraft maintained by the Operator in sufficient numbers as are required to meet the demands of students expected to engage in flight training, but never less than one. The Operator shall maintain during Normal Business Hours a responsible person in charge to supervise the Operator's operations on the Airport and with authorization to act for and on behalf of the Operator.

6.6 Aircraft Charter or Air Taxi Services. An Operator providing Aircraft Charter Services shall provide Aircraft charter services as defined in and in accordance with FAR Part 135. An Operator providing Air Taxi Services shall provide on demand services as defined in and in accordance with FAR Part 135. Such Operators shall at all times lease or own no less than one (1) FAA certificated and currently airworthy Aircraft, based at the Airport, capable of providing air taxi services under instrument conditions. The Operator shall enter into an Air Carrier Operating Agreement with the Port.

6.6.1 Facilities. An Operator providing Aircraft Charter or Air Taxi Services shall lease from the Port or sublease from another tenant, subject to the approval of the Port: at least 5,000 sf of land at the Airport upon which it shall lease or construct a building of at least 2,500 sf of floor space, including office, flight planning and customer lounge and restrooms, which shall be properly heated and lighted; adequate paved private automobile parking to accommodate its clients and employees; not less than 2,000 sf of paved Aircraft parking Apron; a paved taxilane connecting to the Airport taxiway system; and all necessary storage facilities. A telephone and computer shall be supplied for flight plans, weather briefings or other flight related uses.

6.6.2 Hours of Operation. An Operator providing Aircraft Charter or Air Taxi Services shall be available twenty-four (24) hours a day, seven (7) days a week on no more than four (4) hours notice.

6.6.3 Personnel and Training. An Operator providing Aircraft Charter or Air Taxi Services shall have in its employ, and on duty during the business hours specified in Section 6.6.2 above, not less than one (1) currently FAA certificated commercial pilot with ratings adequate to fly the Aircraft owned or leased by the Operator and qualified operating personnel in sufficient numbers as are required to meet the minimum standards set forth in this Section 6.6 in an efficient manner. The Operator shall maintain, during the business hours specified in Section 6.6.2 above, a responsible person in charge to supervise the Operator's operations on the Airport and with authorization to act for and on behalf of the Operator. The Operator shall also have a satisfactory number of personnel for checking in passengers, handling luggage, ticketing, and for furnishing or arranging for suitable ground transportation.

6.7 Aircraft Rental or Lease Services. An Operator providing Aircraft Rental or Leasing Services shall offer for rental, hire or lease, and make available during Normal Business Hours, no less than two (2) FAA certificated and currently airworthy Aircraft based at the Airport, equipped for flight under instrument conditions.

6.7.1 Facilities. An Operator providing Aircraft Rental or Leasing Services shall lease from the Port or sublease from another tenant, subject to the approval of the Port: at least 5,000 sf of land at the Airport upon which it shall lease or construct a building of at least 1,000 sf of floor space, including office, flight planning, pilot supply sales, and customer lounge and restrooms, which shall be properly heated and lighted; adequate paved private automobile parking to accommodate its clients and employees; not less than 2,000 sf of paved Aircraft parking Apron; a paved taxilane connecting to the Airport taxiway system; and all necessary storage facilities. A telephone and computer shall be supplied for flight plans, weather briefings or other flight related uses.

6.7.2 Hours of Operation. An Operator providing Aircraft Rental or Leasing Services shall be required to remain open during Normal Business Hours.

6.7.3 Personnel and Training. An Operator providing Aircraft Leasing Services shall have in its employ, or under agreement as independent contractors, and on duty during Normal Business Hours, currently FAA certificated pilots with ratings adequate to fly the Aircraft owned or leased by the Operator available for hire for the leasing of Aircraft, and the Operator shall operate in conformance with FAR Part 135. An Operator providing Aircraft Rental Services may, at its option, provide an FAA certificated pilot for an Aircraft check-ride. The Operator shall have in its employ or under agreement, and on duty during Normal Business Hours trained personnel in sufficient numbers as are required to meet the minimum standards set forth in this Section 6.7 in an efficient manner. The Operator shall maintain, during Normal Business Hours, a responsible person in charge to supervise the Operator's operations on the Airport and with authorization to act for and on behalf of the Operator.

6.8 Specialized Commercial Flying Services. An Operator providing Specialized Commercial Flying Services shall demonstrate that it owns or leases at least one (1) FAA certificated and currently airworthy Aircraft based at the Airport and suitably equipped for the particular type of aeronautical operation it intends to perform.

6.8.1 Facilities. An Operator providing Specialized Commercial Flying Services shall lease from the Port or sublease from another tenant, subject to the approval of the Port: sufficient land at the Airport to provide adequate facilities to accommodate all activities and operations proposed by the Operator, including all necessary buildings and support facilities; paved private automobile parking for its clients and employees, paved Aircraft parking apron, a paved taxiway connecting to the Airport taxiway system, and all storage facilities. The minimum areas and buildings in each instance shall be subject to the approval of the Director. In the case of crop dusting or aerial application of other substances, the Operator shall make suitable arrangements and have such space available in its leased space for safe loading and unloading and storage and containment of noxious chemical materials, in accordance with all Laws.

6.8.2 Hours of Operation. An Operator providing Specialized Commercial Flying Services shall be required to remain open at hours that will provide adequate service to its customers, which hours of operation shall be subject to the approval of the Director.

6.8.3 Personnel and Training. An Operator providing Specialized Commercial Flying Services shall have in its employ during its hours of operation not less than one (1) currently FAA certificated commercial pilot with appropriate ratings for the Aircraft maintained by the Operator, and other trained personnel in sufficient numbers as are required to meet the minimum standards set forth in this Section 6.8 in an efficient manner.

6.9 Other Aeronautical Services. When an Operator proposes to provide Aeronautical Services that are not described above, minimum standards will be developed by the Port on a case-by-case basis, taking into consideration the desires of the proponent, the needs of the City and the need for such services at the Airport.

6.10 Multiple Services. Any Operator (other than an FBO) that engages in two or more of the Aeronautical Services described in this Article 6 (an “Operator of Multiple Services”) shall lease from the Port or sublease from another tenant, subject to the approval of the Port, an area that the Director determines is sufficient to provide the required services, but not to exceed a total area equal to the sum of the minimum land area required for each of the individual Aeronautical Services the Operator is providing. In addition, if required by the Minimum Standards, an Operator of Multiple Services shall lease from the Port or sublease from another tenant, subject to the approval of the Port, or construct on such leased or subleased premises hangar facilities and Aircraft parking Apron that the Director determines are sufficient to provide the required services, but not to exceed a total square footage equal to the sum of the minimum hangar size and apron areas required for each of the individual Aeronautical Services the Operator is providing. The Operator must maintain the longest hours of operation required for any of the Aeronautical Services the Operator is providing. An Operator of Multiple Services shall meet all other Minimum Standards applicable to each of Aeronautical Services the Operator is providing; provided, however, that multiple responsibilities may be assigned to personnel to meet the staffing requirements for each of the Aeronautical Services being performed.

Article 7. Application Process

Any Person seeking to commence provision of Aeronautical Services as an FBO or Single Aeronautical Service Operator at the Airport shall apply to the Port in writing. The application shall be in substantially the form attached as Attachment A, and shall be signed by all Principals of the Person seeking to be an Operator at the Airport. Each application shall also contain, at minimum, the following:

7.1 Business Plan. A written proposal detailing the nature of the proposed Aeronautical Service(s) to be provided, space and facility requirements, and the proposed location at the Airport. The business plan shall also include a statement of the qualifications of all Principals of the applicant.

7.2 Financial Statements. If the applicant is a current business, current financial statements prepared in accordance with generally accepted accounting principles prepared or certified by a certified public accountant, if available, and otherwise certified as correct by the applicant’s chief financial officer. If the applicant is not an operating business, the applicant shall provide a pro forma financial statement and evidence of the applicant’s financial ability to provide the Aeronautical Services for which it is applying for permission to serve the public at the Airport. The Port shall be entitled to consider the financial statements in evaluating the applicant’s financial ability to provide reasonable, safe and adequate Aeronautical Services to the public.

7.3 Credit Report. A current credit report covering all business activities in which the applicant has participated within the past five (5) years. Applicant shall also submit a report for all Principals of the applicant.

7.4 Personnel. A listing, with resumes, of key personnel to be assigned to the Airport along with a description of their duties and responsibilities.

7.5 Insurance. Evidence of insurance, or the ability to obtain such insurance, with policy coverages and limits that comply with the requirements of these Minimum Standards.

7.6 Subcontracts. Where applicable, a copy of any signed agreement or the proposed form of any unsigned agreement between the applicant and any other Person with whom such applicant will contract to provide one or more Aeronautical Services required under these Minimum Standards; provided, however, that an FBO may not subcontract for the required services under Sections 4.1.1 through 4.1.5, other than arranging for courtesy transportation, rental automobiles and food and beverage catering services.

7.7 Assets. A listing of assets owned or being purchased or leased by applicant which will be used to provide the Aeronautical Services at the Airport. Applicant shall also provide preliminary plans and specifications and a preliminary construction schedule for any improvements which the applicant intends to make on the Airport in connection with its operations. Applicant shall comply with the Port's review and approval procedures for such plans and specifications.

7.8 Authorization to Release Information. Written authorization for the FAA and any aviation or aeronautics commissions, administrators or departments of all states in which the applicant has engaged in Aeronautical Services to release information to the Port in their files relating to the applicant or its operations. The applicant will execute such forms, releases or discharges as may be required by those agencies.

7.9 Such other information as the Port may require.

Article 8. **Port Approval of Applications**

The Port may deny any application or reject any proposal to provide any Aeronautical Service by an FBO or Single Aeronautical Service Operator at the Airport if in its opinion it finds any one or more of the following:

8.1 The applicant does not meet the qualifications, standards and requirements established by these Minimum Standards.

8.2 The applicant has supplied the Port, or any other Person, with false or misleading information or has failed to make full disclosure in its application or in the supporting documents.

8.3 There is no appropriate, adequate or available space at the Airport to accommodate the applicant at the time of application.

8.4 The proposed activity conflicts with the Airport's FAA-approved airport layout plan, or will create a safety or security hazard as determined by the Port, the TSA or the FAA.

8.5 The proposed activity requires the Port to expend funds or to supply materials or manpower that the Port is unwilling to expend or supply, or the operations will result in a financial loss to the Port.

8.6 The proposed activity will result in depriving existing Operators, without their consent, of portions of the area in which they are operating; will result in congestion of Aircraft or buildings; or will unduly interfere with the operations of present Operators, or prevent free access to such operations.

8.7 The proposed activity or operations have been or could be detrimental to the Airport.

8.8 The applicant or any Principal of the applicant has a record of violating any of these Minimum Standards and/or the Rules and Regulations, or the minimum standards or regulations of any other airport, or any other Laws.

8.9 The applicant or any Principal of the applicant is currently in default in the performance of any lease or other agreement with the Port.

8.10 The applicant's credit report or financial statements contains information that would create operational questions regarding the applicant's abilities to conduct the proposed operations.

8.11 The applicant does not have, or cannot demonstrate access to, the operating capital necessary to conduct the proposed operation.

8.12 The applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interests of the Port, the FAA or other appropriate governmental entities.

8.13 The applicant or any Principal of the applicant has been convicted of any felony, or violated any City or Port ordinance, or applicable Law.

8.14 The applicant or any Principal of the applicant is unable to qualify for unescorted access to the Secured Areas as required by TSA regulations. These include criminal history records checks.

Article 9. **Flying Clubs**

9.1 **Qualification.** Each Person seeking to be designated as a Flying Club shall provide to the Director a copy of its organizing documents and a determination letter from the Internal Revenue Service designating such Person a tax exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or other evidence of such Person's tax exempt status acceptable to the Director in his or her sole discretion. With its initial application and no less than once each year thereafter, the Flying Club shall submit to the Director a list of its members, evidence of insurance meeting the requirements set forth in Section 3.2 above for Operators, and an inventory of all Aircraft owned or leased by the Flying Club or jointly by its members. Each Flying Club and, to the extent applicable, its members, shall comply fully with Articles 3 and 5 of these Minimum Standards. If requested by the Director, a Flying Club shall provide copies of its tax returns for its three most recent tax years, as well as other information as may be reasonably necessary to assure that the Flying Club is a nonprofit or not-for-profit organization.

9.2 Operations. A Flying Club may not offer or conduct Aircraft Charter or Air Taxi Services, or Aircraft Rental or Leasing Services at the Airport. A Flying Club may conduct Flight Instruction Services for its members only (except for an introductory flight), and only members of the Flying Club may operate its Aircraft.

9.3 Flight Instruction. No Flying Club shall permit its Aircraft to be used for Flight Instruction Services for any person, other than members of the Flying Club, when such person pays or becomes obligated to pay for such instruction, except when the instruction is given by an Operator based on the Airport who is authorized by the Port to provide Flight Instruction Services at the Airport and the person receiving the training is a member of the Flying Club.

9.4 Sale or Lease of Goods or Services. All Flying Clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any Person, other than a member of such Flying Club, at the Airport, except that a Flying Club may sell or exchange its capital equipment. A Flying Club's Aircraft must be owned by and titled either in the name of the Flying Club or in the name of all of its members or leased by the Flying Club for the use of all of its members. The property rights of the members of the Flying Club shall be equal; no part of the net earnings of the Flying Club may inure to the benefit of any individual in any form, including salaries, bonuses, etc. The Flying Club may not derive greater revenue from the use of its Aircraft than the amount needed for the operation, maintenance and replacement of its Aircraft.

Article 10. Miscellaneous

10.1 Intent, Severability. Nothing in the preceding Articles is intended to preclude any authorized Port personnel from taking any other action authorized by applicable Law or the enforcement of any provision of the Port's agreements, contracts or permits.

If any part of these Minimum Standards, including any modifications thereof or additions or amendments thereto, shall be found to be invalid for any reason, the remainder of these Minimum Standards shall not be invalidated thereby but, in accordance with the intention of the Port hereby expressed, shall remain in full force and effect, all parts of these Minimum Standards being hereby declared to be separable and independent of all others.

10.2 Amendment; Waiver. The Port reserves the right to amend, supplement, revise, alter, rescind or add to these Minimum Standards from time to time either in part or in their entirety by an ordinance duly adopted by the Board. The Director may further temporarily waive or suspend any of these Minimum Standards for any Operator through issuance of an Airport Directive where the Director, in his or her sole discretion, deems such waiver or suspension to be in the best interest or welfare of the Airport's operation.

10.3 Effective Date. These Minimum Standards were approved by the Board on May 18, 2010, and shall become effective on the Effective Date.

ATTACHMENT A

APPLICATION for DESIGNATION as a
FIXED BASE OPERATOR

or

SINGLE AERONAUTICAL SERVICE OPERATOR

at

OAKLAND INTERNATIONAL AIRPORT

SECTION 1— COMPANY INFORMATION

a.	Company Name <i>(as it will appear on the agreement)</i> .	
b.	Name of Entity if (a) is a dlb/a:	
c.	Type of Entity <i>(Please specify Corporation, Limited Liability Company, Limited Liability Partnership, Joint Venture, Sole Proprietorship or other form)</i> :	
d.	State of Organization:	
e.	Date of Organization:	
f.	List of Principals:	

SECTION 2 — PROPOSED SERVICES

Place a check in the box provided below for the Aeronautical Services in addition to FBO services requesting to provide at Oakland International Airport. Include a five year business plan giving details of the proposed business.

☐ FIXED BASE OPERATOR ONLY

FBO WITH ADDITIONAL OPTIONAL AERONAUTICAL SERVICES:

- Airframe and Engine Maintenance and Repair Services
- Specialized Aircraft Repair Services
- Installation of Aircraft Interiors
- Sale of new and used Aircraft and component parts
- Aircraft Rental or Leasing Services
- Flight Instruction Services
- Aerial photography
- Ground Services
- Multiple Aeronautical Services
- Sale of Aircraft Insurance
- Private Non-Commercial Hangar
- Other Aeronautical Services (specify the services to be provided in the box below)

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SINGLE AERONAUTICAL SERVICE OPERATOR

- Airframe and Engine Maintenance and Repair Services
- Specialized Aircraft Repair Services
- Aircraft Sales Services
- Flight Instruction Services
- Aircraft Charter or Air Taxi Services
- Aircraft Rental or Leasing Services
- Specialized Commercial Flying Services
- Other Aeronautical Services (specify the services to be provided in the box)

below)

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SECTION 3 — CONTACT INFORMATION

a.	Corporate Address:	
	Web Site:	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	

b.	Local Address (if different):	
	Web Site:	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	

c.	Authorized Representative:	
	Title:	
	Address:	
	Phone Number:	
	Legal Notice Address:	

SECTION 4 — BUSINESS BACKGROUND

a. Number of years in business: _____

- b. Where have you done business before? Indicate below the type of business and the number of years. (e.g. FBO – 10 yrs, Aircraft Maintenance – 5 years, etc)

	Type of Activity	Number of Years	Location (Airport)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

SECTION 5 — CUSTOMER INFORMATION

List all Airport tenants or other Persons with whom applicant has contracts or expects to enter into a contract to provide services at the Airport, the effective dates of such contracts and type of services to be provided in the space provided below. Please provide a letter from each such tenant or Person to be served.

Airline/Tenant	Effective Date	Type of Service

SECTION 6 — REFERENCES

Please provide the name, address and telephone number of persons who supervised or are otherwise familiar with your activities at each airport where you have operated during the past three (3) years (attach additional sheets as necessary):

Reference 1

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Fax Number:	

Cell Phone:		E-mail address:	
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Reference 2

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Fax Number:	
Cell Phone:		E-mail address:	

Reference 3

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Fax Number:	
Cell Phone:		E-mail address:	

Reference 4

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Fax Number:	
Cell Phone:		E-mail address:	

SECTION 7 — MANAGEMENT EXPERIENCE

Attach resumes for the Principals and key staff for the proposed Operator. Please ensure that the experience of such person, including type of experience, number of years of experience and number of years of experience at particular airports are included in the resume.

SECTION 8 — SPACE REQUIREMENTS

Indicate the amount, type and preferred location of space needed to support the proposed Aeronautical Services (administrative, operational and other needs):

	Type of Space	Approximate Size (Square Feet)	Preferred Location On Airport
1.	Office		
2.	Breakroom		

3.	Equipment Parking		
4.	Storage (air-conditioned)		
5.	Storage (no air-conditioning)		
6.	Automobile Parking		
7.	Apron		
8.	Hangar		
9.	Other (Specify)		
10.			

SECTION 9 — ADDITIONAL INFORMATION

Applicants who are approved for a permit, and require Air Operations Area (AOA) access must complete the Airport Safety and Security Program (ASSP) sponsored by the Port prior to submitting an application for an identification badge. Class times and scheduling information are available by calling the Airport Operations Center at 510-563-3360.

The following items must be on hand prior to start of operations:

- A fully executed agreement with the Port
- A Security Deposit
- Proof of insurance (Insurance Certificate) as required by the type of agreement

Return this completed application, along with the items listed below, to the:

Oakland International Airport
 Manager of Properties
 9532 Earhart Road
 Oakland, CA 94621

- Current Audited, Certified or Pro Forma Financial Statement
- Credit Report with three credit references
- Five year Business Plan

 Signature

 Date

 Print Name

 Phone Number

ATTACHMENT B
FORM OF SELF FUELING PERMIT

OAKLAND INTERNATIONAL AIRPORT

SELF FUELING PERMIT

For the better promotion of commerce and navigation and the development of the Port of Oakland and Oakland International Airport for the benefit of the public, the City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners, hereby enters into this Self Fueling Permit (the “*Self Fueling Permit*”) dated as of _____, __, 20__, with _____, [a _____ [corporation],] hereinafter referred to as “*Self Fueler*,” with an address of _____, to engage in Self-Fueling (as hereinafter defined) at the Airport on the terms and conditions hereinafter stated.

For and in consideration the mutual covenants hereinafter contained, Port and Self Fueler hereby agree as follows:

1. **Self Fueling.** Self Fueler is hereby granted the right to engage in Self Fueling, as defined in the Minimum Standards for Providers of Aeronautical Services and Self Fueling (the “*Minimum Standards*”) adopted by the Board, as such Minimum Standards may be amended or supplemented from time to time. Capitalized terms used but not defined in this Self Fueling Permit shall have the meaning set forth in the Minimum Standards. All Self Fueling by Self Fueler (or its employees) at the Airport shall be undertaken strictly in accordance with the Minimum Standards and all other Laws, including without limitation the Rules and Regulations. It shall be the responsibility of Self Fueler to keep informed of and comply with the Minimum Standards and all such Laws at all times. Self Fueler shall not sell to, or dispense Fuel into, any Aircraft unless such Aircraft either (x) is owned by the Self Fueler or (y) is within the Self Fueler’s complete operational control, exclusively used by the Self Fueler and subject to a lease to the Self Fueler with an initial or remaining term of at least one year. Such Aircraft currently owned or operated by Self Fueler are listed on Schedule I. Self Fueler shall promptly provide an updated Schedule I to the Assistant Director showing all changes to the Aircraft that Self Fueler has the right to Self Fuel at the Airport.

2. **Personnel.** Only Self Fueler (if an individual) and/or Self Fueler’s own employees shall be permitted to engage in Self Fueling at the Airport. Attached hereto as Schedule II is a list of Self Fueler’s current employees that are authorized by Self Fueler to engage in Self Fueling at the Airport. Self Fueler shall promptly provide an updated Schedule II to the Assistant Director each time an employee is added or removed from the list of employees authorized to engage in Self Fueling of Self Fueler’s Aircraft at the Airport. Prior to engaging in any Self Fueling operations at the Airport, each such employee must have been issued, and at all times while engaging in Self Fueling at the Airport, shall continue to hold a valid Airport identification badge issued by the Port and authorizing access to the portions of the Airport where Self Fueler operates. Prior to engaging in any Self Fueling operations at the Airport, each employee shall have successfully completed a safety course approved by the Port and evidence thereof shall be provided to the Director.

3. **Insurance Requirements; Deliverables.** Prior to the Effective Date, Self Fueler shall provide to the Port one or more certificates of insurance demonstrating Self Fueler’s compliance with the insurance requirements set forth in the Minimum Standards, a Fueling

procedures manual or program that has been approved by the Assistant Director, and a Self Fueler Security Deposit, each in compliance with the applicable provisions of the Minimum Standards. At least thirty (30) days prior to the expiration of any policy or policies of insurance theretofore provided by Self Fueler in compliance with the Minimum Standards, Self Fueler shall cause a certificate or certificates of insurance to be furnished to Port evidencing renewal or reissuance of all insurance coverage that Self Fueler is required to maintain under the Minimum Standards and this Self Fueling Permit, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder materially changed without first providing at least thirty (30) days' written notice thereof to Port. At the Port's request, copies of all required insurance policies will be provided to the Port.

4. Fueling Equipment. Self Fueler shall use only the Self Fueling equipment listed on Schedule III which is owned or exclusively leased by Self Fueler for its Self Fueling operations at the Airport, and Self Fueler shall provide an updated Schedule III to the Assistant Director each time a piece of Fueling equipment is added to the equipment used at the Airport or removed from service at the Airport.

5. Fuel Flowage Fees. Self Fueler shall pay to the Port an annual self fueling fee, as set forth in the Schedule of fees and charges for the Airport adopted from time to time by the Board. Self Fueler shall pay to the Port within fifteen (15) days after the end of each calendar month a Fuel flowage fee as established from time to time by resolution of the Board for each gallon of Fuel dispensed by Self Fueler at the Airport in the preceding month.

6. Term. This Self Fueling Permit shall become effective on the Permit Effective Date (as defined on the signature page hereof) and shall remain in effect until the date that is one (1) year after the Permit Effective Date, unless earlier terminated in accordance with the terms of this Self Fueling Permit; provided however, that unless the Director provides written notice at least fourteen (14) days before such anniversary of the Permit Effective Date of termination or non-renewal, the term of this Self Fueling Permit shall automatically be extended for an additional one (1) year term, subject to additional one (1) year extensions on the anniversary of the Permit Effective Date. Notwithstanding the foregoing, either the Port or the Self Fueler may terminate this Self Fueling Permit by giving the other party at least thirty (30) days prior written notice.

7. Indemnity. Self Fueler agrees to indemnify, defend and hold completely harmless Port (including, without limitation, members of the Board), and Port's officers, employees and agents, from and against all Losses which may be incurred by, charged to or recovered from any of the foregoing indemnified parties (1) by reason or on account of damage to or destruction of any property of Port, or any property of, injury to or death of any Person resulting from or arising out of Self Fueler's occupancy or use of the Airport or other Port properties or Self Fueler's activities or operations related thereto, or the acts or omissions of Self Fueler's officers, agents, employees, contractors, subcontractors, subtenants, invitees, vendors, suppliers or licensees, regardless of where the damage, destruction, injury or death occurred, unless such Loss was caused solely by Port's gross negligence or willful misconduct, or (ii) resulting from or arising out of any act or omission of Self Fueler in the observance, performance or breach of any of the terms, covenants, or conditions of this Self Fueling Permit, or (iii) resulting from the alleged violation of any Laws applicable to Self Fueler, Self Fueler's occupancy or use of the Airport or

other Port properties or Self Fueler's activities related thereto, or Self Fueler's operations thereon or anywhere else on the Airport, or (iv) resulting from the presence, Release (as defined in Section 8 below) or clean up of Hazardous Materials (as defined in Section 8 below) at the Airport caused directly or indirectly by Self Fueler's Self Fueling operations. In carrying out its obligations hereunder, Self Fueler shall use counsel acceptable to the Port Attorney.

The obligations of Self Fueler under this Section 7 shall survive the expiration or earlier termination of this Self Fueling Permit with respect to any acts or omissions occurring during the term of this Self Fueling Permit.

The foregoing provisions of this Section 7 are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Port, or the members of the Board or its officers, employees or agents, otherwise would be entitled as an additional insured under any liability insurance maintained by Self Fueler under this Self Fueling Permit.

8. Environmental Requirements. Neither Self Fueler nor any of Self Fueler's officers, employees, agents, contractors, subcontractors, subtenants, invitees, vendors, suppliers or licensees, shall contaminate the Airport or any portion thereof with any Hazardous Material. Self Fueler shall exercise due care to prevent the overflow of Fuel and shall have immediately accessible at any Fueling site a 20 pound B/C rated fire extinguisher. Self Fueler shall immediately notify the Assistant Director of any release, emission, spill, discharge, disposal, leak, leaching, migration, or dispersal of Hazardous Materials at the Airport (a "**Release**"), whether or not the Release is in quantities that would be reportable to any public agency. Self Fueler shall be solely and fully responsible and liable in the event Self Fueler's Self Fueling operations cause or permit Hazardous Materials to be Released at the Airport. If any Release of Hazardous Materials occurs at the Airport as a result of Self Fueler's Self Fueling operations, Self Fueler, at its sole cost and expense, and in each case, subject to the Port's prior written approval, shall engage in all investigation, testing, feasibility study, risk assessment, treatment, removal, disposal, reuse, handling, transport, clean up, remediation, containment, capping, encapsulating, mitigation, or monitoring of Hazardous Materials; the preparation and implementation of any health and safety plans, operations and maintenance plans, or any other plans related to contamination or a Release; the demolition, reconstruction or construction of any subsurface or surface structures to implement the Response Action; the restoration of the contaminated area after the completion of the Response Action whether required by Laws or this Self Fueling Permit; and the costs associated with any such Response Action necessary to remove and remediate such Hazardous Materials (each, a "**Response Action**") in accordance with all applicable Laws. In addition to all other rights and remedies of the Port, if Self Fueler does not immediately undertake at its sole cost all Response Actions required by Law or the Port, including the clean up and removal of all such Releases, Port may undertake any and all Response Actions deemed reasonably necessary by the Director in his or her sole discretion, and Self Fueler shall reimburse the Port for any and all costs (including allocated staff costs) of such Response Actions incurred by the Port. "**Hazardous Materials**" shall mean (i) substances that are toxic, corrosive, flammable or reactive; (ii) petroleum products, crude oil (or any fraction thereof) and their derivatives; (iii) explosives, asbestos, radioactive materials, hazardous wastes, sewage, infectious substances, toxic substances or related hazardous materials; (iv) air pollutants, noxious fumes, vapors, soot, smoke or other airborne contaminants; and (v) substances which now or in the future are defined by environmental Laws as "hazardous substances," "hazardous

materials,” “hazardous wastes,” “pollutants,” “contaminants”, “reproductive toxins,” “carcinogens,” or “toxic substances,” or regulated under applicable environmental Laws.

9. Suspension or Termination. The Director, in his or her sole discretion, may, by written notice to the Self Fueler, immediately suspend this Self Fueling Permit if in the Director’s sole judgment such Self Fueling poses a threat to health and safety. In the event that Self Fueler or any of Self Fueler’s employees violates any term or condition of this Self Fueling Permit, including without limitation any Laws, the Director, in his or her sole discretion, may, by written notice to the Self Fueler, immediately terminate or suspend this Self Fueling Permit.

10. Assignment or Transfer. This Self Fueling Permit may not be transferred or assigned by Self Fueler to any other person or entity and any attempt to transfer or assign this Self Fueling Permit shall be grounds for its immediate termination.

11. Federal Aviation Administration Requirements.

(a) Self Fueler shall comply with all applicable regulations of the FAA and the TSA relating to Airport security and shall control its operations at the Airport so as to prevent or deter unauthorized persons from obtaining access to the AOA.

(b) Self Fueler agrees that it will not exercise or grant any right or privilege which would operate to prevent any Person operating Aircraft on the Airport from performing any service (including, but not limited to maintenance and repairs) on its own Aircraft with its own employees that it may choose to perform.

(c) This Self Fueling Permit shall be subject to all restrictions of record affecting the Airport and the use thereof, all Laws affecting the same, and shall be subject and subordinate to the provisions or requirements of any and all existing agreements between Port and the City, and those between Port or the City and the United States of America or the State of California, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the provision of financial assistance to the Port or to operation or maintenance of the Airport.

12. Applicable Law. This Self Fueling Permit has been entered into in, and shall be governed by and construed and interpreted in accordance with, the laws of the State of California (without regard to principles of conflict of law). It is agreed that if any covenant, condition or provision contained herein is held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of any other covenant, condition or provision herein contained, and the invalid or unenforceable provision shall be limited to the extent necessary for it to be valid and enforceable.

13. Jurisdiction and Venue. Self Fueler hereby consents to the jurisdiction of the State of California Superior Court of Alameda County and of the Federal District Court for the Northern District of California with respect to any action instituted by the Port and arising against Self Fueler under this Self Fueling Permit, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Self Fueler.

14. Notice. Any notice, approval or consent permitted or required to be given to Self Fueler hereunder shall be in writing and delivered either by hand, or by nationally recognized overnight courier service, or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to Self Fueler's address contained in the initial paragraph of this Self Fueling Permit or to such other address in the United States as Self Fueler may, by written notice to Port given in accordance with the requirements of this Section 14, direct from time to time. Any notice permitted or required to be given to Port hereunder shall be in writing and delivered either by hand to the Office of the Manager, Airport Properties Department, Oakland International Airport, Oakland, California, provided Self Fueler obtains a written acknowledgment of receipt therefor from Port, or by nationally recognized overnight courier service, or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Manager, Airport Properties Department
Oakland International Airport
9532 Earhart Road, Suite 201
Oakland, California 94621

with a copy to:

Port Attorney
Port of Oakland
530 Water Street
Oakland, California 94607

or such other address as Port may, by written notice to Self Fueler given in accordance with the requirements of this Section 14, direct from time to time. Any such notice, approval or consent shall be deemed given on receipt if delivered by hand or three (3) days after mailing, provided such hand delivery or mailing was made in accordance with the requirements of this Section 14.

15. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, SELF FUELER AND PORT DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS SELF FUELING PERMIT.

IN WITNESS WHEREOF, the parties hereto have caused this Self Fueling Permit to be executed as of the Permit Effective Date set forth below.

CITY OF OAKLAND, a municipal corporation,
acting by and through its Board of Port
Commissioners

By: _____
Executive Director

SELF FUELER, a _____ Corporation

By: _____

Print Name and Title
(if Corporate: Chairman, President or Vice President)

Attest _____

Print Name and Title
(If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, Or Assistant Treasurer)

THIS SELF FUELING PERMIT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.

Approved as to form and legality
This ___ day of _____
20__ (the "*Permit Effective Date*")

Port Attorney
PA# _____
Port Resolution/Ordinance No. _____

Schedule I
Aircraft Owned by or Under the Exclusive Control of Self Fueler

Schedule II
Self Fueler's Employees Authorized to Perform Self Fueling

Schedule III
Self Fueler's Fueling Equipment