
TOLEDO-LUCAS COUNTY PORT AUTHORITY

TOLEDO EXPRESS AIRPORT

&

TOLEDO EXECUTIVE AIRPORT

**2020 LEASING POLICY &
RATES AND CHARGES**



TOLEDO | LUCAS COUNTY
PORT AUTHORITY

Effective: January 1, 2020

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SECTION ONE – PREAMBLE & POLICY

GENERAL

The Toledo-Lucas County Port Authority (Board), being responsible for the administration of the Toledo Express Airport and Toledo Executive Airport does hereby establish the following Leasing Policy and Rates and Charges for the Airports:

The Leasing Policy and associated Rates and Charges are intended to provide potential and current tenants an understanding of the policies, processes and rates used by the Board when leasing property at either airport.

The Leasing Policy and Rates and Charges were developed taking into consideration: (1) the role of each Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at each Airport, (3) the future prospects for and the anticipated development of each Airport and the community, and (4) the promotion of fair competition at each Airport.

The policy sets forth the parameters for leasing Airport buildings or land and has been established for the following purposes:

- 1) To foster a spirit of partnership with its tenants in the application of this policy, while fulfilling duties as steward of vital public assets and resources;
- 2) To make airport property available on fair and reasonable terms without unjust discrimination;
- 3) To retain effective management controls over the use of scarce airport assets and seek to remove obstacles to such controls when opportunities arise;
- 4) To maintain a fee structure with the goal of financial self-sustainability;
- 5) To ensure that additional capacity is not constructed prematurely, yet can be built when it is needed;
- 6) To foster open and competitive access for new entrants and incumbent aeronautical service providers;
- 7) To maximize service and convenience benefits at competitive costs to consumers of aeronautical services;
- 8) To ensure compliance with applicable laws, regulations, policies, executives orders, guidelines, and requirements as they relate to the application and acceptance of federal funds.

ADMINISTRATION AND POLICY OVERSIGHT

While the Board is responsible for the administration of the Airport and has the ultimate policy-making authority in this regard, the President and the Airports Director, in conjunction with the Airport Committee of the Board, shall interpret and enforce this Leasing Policy and/or Rates and Charges.

It is hereby declared to be the policy of the Board to establish rates and charges and make amendments thereto at periodic intervals, in order to assure the Airports will be as self-sufficient as possible. The fees, rates and charges, insurance requirements, and other standard leasing provisions hereinafter set forth shall be used in developing new written agreements and shall also apply, to the extent possible, to all tenants and users of Airport facilities, subject to periodic adjustment under existing leases and other agreements. Nothing written within this Policy shall be construed as overriding the terms and conditions of an existing lease between the Board and a tenant.

SEVERABILITY

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS

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

Toledo-Lucas County Port Authority
Toledo Express Airport/Toledo Executive Airport
11013 Airport Highway, Box 11
Swanton, OH 43558

VARIANCES AND DEVIATIONS

The Board reserves the right to authorize variances or deviations from this Leasing Policy and/or Rates and Charges. Such variances or deviations may include waiving or modifying certain criteria or requiring Tenants or Operators to meet additional criteria. All requests for variances or deviations shall be presented to the Board in writing in a form described by the Board.

SECTION TWO - DEFINITIONS

AERONAUTICAL ACTIVITY - any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, 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, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

AERONAUTICAL SERVICE - any 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 an entity who has a lease, Sublease, Sublicense, or operating Agreement (and a permit) from the Airport owner to provide such service.

AFFILIATED AIR TRANSPORTATION COMPANY - means an Airline that is owned in whole or in part by, or has common ownership with, an Airline holding a valid current Airport Operating Permit or one that has an existing contract with such permitted Airline as a regional carrier or has code-sharing marketing arrangement in which Airline places its designator code on a flight operated by another airline, and sells and issues tickets for that flight.

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

AIRCRAFT - any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

AIRCRAFT OPERATOR – shall mean any entity, including Airline, operating aircraft into and out of the Airport under Part 121 or Part 135 of the Federal Aviation Regulations (“FARs”), or the practical equivalent of said Parts.

AIRLINE - means scheduled and non-scheduled commercial air carrier.

AIRLINE APRON - means the aircraft apron that is adjacent to a terminal or cargo building.

AIRPORT - means the Toledo Express Airport and Toledo Executive Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be extended, enlarged, or modified.

AIRPORT LAYOUT PLAN (ALP) - The drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc.

AIRPORT OPERATIONS AREA (AOA) - is a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Ramps, Ramps, taxiways, runways, unimproved land attributed to the taxiways and runways, safety clear areas, areas beneath the terminal building, areas beneath the concourses and contiguous areas delineated for the protection and security of aeronautical activity.

AIRPORT SECURITY PLAN - a document required by the Transportation Security Administration detailing the Airport's requirements as contained in the applicable security regulations.

AIRPORTS DIRECTOR (DIRECTOR) – shall mean the person designated by the Port Authority to manage the Airport on its behalf and to act for the Port Authority with respect to the rights and obligations of the Port Authority under this Agreement or his or her designated representative.

BOARD - the Toledo-Lucas County Port Authority Board, acting for and on behalf of the Toledo-Lucas County Port Authority, and responsible for the administration of the Toledo Express Airport and Toledo Executive Airport.

COMMERCIAL - for the purpose of securing earnings, income, compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished.

COMMERCIAL ACTIVITY - means to provide or offer to provide goods, services or entertainment in return for financial remuneration or remuneration in kind, or a promise of financial remuneration or remuneration in kind, or to accept or agree to accept financial remuneration or remuneration in kind for the provision of goods, services or entertainment..

COMMERCIAL AERONAUTICAL OPERATOR - means any operator engaging in FBO or SASO activities as defined in the Toledo-Lucas County Port Authority Minimum Standards.

COMMERCIAL AIR CARRIER - means any person or business entity that undertakes directly by hire, lease, or other arrangement to engage in the carriage by aircraft of persons or property for compensation. This definition includes, but is not limited to, the following: all classes of air carriers as defined by the Federal Aviation Administration, commuter and air taxi operators, and commercial operators of large and small aircraft.

COMMERCIAL TRANSPORTER – means any entity operating a commercial vehicle or vehicles for the purpose of soliciting or transporting persons and/or baggage to and/or from the Airport for hire. Examples of commercial transporters include, but are not limited to taxicabs, limousines, hotel/motel courtesy vehicles, rental car courtesy vehicles, off-airport courtesy vehicles, delivery vehicles and chartered or scheduled buses. This section is not intended to include the use of company owned/leased vehicles provided to employees for personal use.

COMMERCIAL VEHICLE – means any motor vehicle used for the transportation of passengers, for hire or so constructed, or used to transport goods, wears or merchandise, and/or all motor vehicles designated and used for drawing other vehicles and so constructed as to carry any load thereon either independently or any part of the weight of a vehicle or load so drawn.

COMMERCIAL VEHICLE LANE – designated traffic lane, generally located in front of the Airport Terminal Building. Such lane is reserved for use by commercial transporter vehicles or rental car vehicle returns.

COMMON USE PREMISES – shall mean the passenger hold room security check-point area, baggage claim area, baggage tug cart area and any other areas in the Terminal Building used in common by Airline and other Passenger Aircraft Operators together with all facilities, improvements and equipment which have been or may hereafter be provided for use in connection with such premises.

CO-OPERATIVE (CO-OP) FUELING - an organization formed by Aircraft Owners, air carriers or flight departments for self-fueling purposes. **This type of fueling is prohibited at either airport.**

COST RECOVERY RATE – means a schedule of rates and charges designated to recover from each user its proportionate share of the cost of providing, maintaining, operating and administering the facilities it uses..

CURB FRONT - Designated area along the Vehicle Traffic Lane and adjacent to the Airport Terminal Building for the loading/unloading of passengers and baggage into and out of vehicles.

CUSTOMER FACILITY CHARGE OR “CFC” – shall mean the fee imposed by the Port Authority on each and every customer of the Car Rental Concessionaires with respect to Customer Contracts at the Airport for each day that each such Customer Contract is in effect (“Contract Day”). The amount of the CFC shall be determined by the Port Authority from time to time as herein provided and the total amount of CFCs charged to each customer shall be added to each such customer’s Customer Contract.

DERELICT EQUIPMENT – means any equipment that is not used on a regular basis for its intended purpose that is not reasonably required to be available for unscheduled use (i.e. seasonally needed/used ground support equipment). For purposes of clarification, the term “not used on a regular basis” shall mean not used for its intended use for a period of more than sixty (60) days.

EXCLUSIVE RIGHT - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement (i.e. lease agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. Note: An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

EXCLUSIVE USE SPACE – shall mean those premises which Tenant has the right to use exclusively.

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

FBO (FIXED BASE OPERATOR) - a commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc.

FEDERAL GRANT ASSURANCE - a Federal grant assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant assurances are required by statute, 49 U.S.C. Section 47101.

FUELING AGENT - means any entity, including its employees and agents, authorized by the Director to dispense aviation or motor vehicle fuels at the Airport.

GRANTEE - means the term commonly used in various agreements to identify an entity that has been granted certain rights while operating at the Toledo Express Airport and Toledo Executive Airport.

GRANTOR - the term commonly used in various agreements identifying the Toledo-Lucas County Port Authority Board and/or the Toledo-Lucas County Port Authority.

INDEPENDENT OPERATOR - A person or entity that conducts Aeronautical Activities, retaining total and free control over the means or methods used in conducting activities on the Airport but is based on land either adjacent to and/or located other than on the Airport, and whereby such land is not part of the Airport. **This type of operator is not authorized to provide services at either airport.**

LANDING FEE(S) – shall mean the payment required of Airline each month for the use of the Airfield and, except for credits authorized by the Port Authority, such payments shall be without further deduction or set off.

MINIMUM STANDARDS - those qualifications, standards, and criteria set forth, by an Airport Operator, as the minimum requirements that must be met as a condition for the right to engage in Aeronautical Activities at the Airport.

NON-COMMERCIAL - not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit.

NONSCHEDULED AIRLINE – means any Airline operating on an unscheduled, on-demand basis to or from the Airport.

OFF-AIRPORT PARKING BUSINESS – means any person or a firm, corporation or other entity engaged in the business of providing parking space for vehicles of Airport patrons outside the Airport premises for a fee.

OFF-AIRPORT RENTAL CAR COMPANY – means any person or a firm, corporation or other entity engaged in the business of renting motor vehicles to and for use by the public who conducts no part of their business operations, other than advertising, inside the Airport Terminal Building. Off Airport Rental Car Companies will be authorized to drop off and pick up passengers in accordance with an Off Airport Car Rental Agreement with the Port Authority.

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

PASSENGER FACILITY CHARGE OR PFC – shall mean any charge imposed from time to time by the Port Authority on Passengers enplaning aircraft at the Airport pursuant to the Aviation Safety and Capacity Expansion Act of 1990 (Pub. L. 101-508), enacted November 5, 1990, as amended, and the implementing regulations (“FARs”) promulgated thereunder from time to time and any interest or investment earnings thereon.

PERSON – means every natural person and every firm, association, partnership, corporation, society or other organization.

PORT AUTHORITY – shall mean the Toledo-Lucas County Port Authority.

PRIVATE FLYING CLUB - a private non-commercial organization, whose members own equal shares, established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

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

RAMP PRIVILEGE - the driving of a vehicle upon an Aircraft-parking ramp on the AOA of the Airport to deliver persons, cargo or equipment to an Aircraft as a matter of convenience or necessity.

REGULATORY MEASURES - Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the United States Department of Homeland Security, TSA, FAA, National Fire Protection Agency (NFPA), Environmental Protection Agency (EPA), OSHA, ARFF Standard Operating Guidelines, and the Airport Certification Manual, the Airport's primary guiding documents; all as may be in existence, hereafter enacted, and amended from time to time.

RENTAL CAR – means any motor vehicle, including but not limited to, any automobile, truck, van or motorcycle whose owner holds such vehicle out for hire to the general public.

SASO (SPECIALIZED AERONAUTICAL SERVICE OPERATOR) - SASOs are sometimes known as service providers or special FBOs performing less than full services. These types of companies differ from a full service FBO in that they typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services for example.

SCHEDULED AIRLINE – means any Airline operating according to a published schedule to or from the Airport.

SELF-FUELING AND SELF-SERVICE - self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, or an FBO. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

SUBLEASE - an Agreement entered into by an entity with an Operator that transfers rights or interests in Operator's Premises.

SUBLICENSE - a license giving rights of products or services to a person or company that is not the primary holder of such rights. NOTE: All Sublicense agreements require prior Board approval.

TENANT – means a person who occupies or rents property on the Airport, or who conducts business operations of any kind upon the Airport premises, regardless of whether there exists a written agreement with the Board.

TERMINAL BUILDING – shall mean the Airport's passenger Terminal Building exclusive of the Concourse.

THROUGH-THE-FENCE OPERATION - through-the-fence operations are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.

TRANSITIONAL LANDING – means any landing made at the Airport to acquaint pilots with aircraft or with the Airport’s landing facilities.

TSA - Transportation Security Administration.

VEHICLE TRAFFIC LANE – means the designated traffic lane, immediately adjacent to the front of the Airport Terminal Building. Such lane is generally reserved for use by non-commercial transporter vehicles, Airport shuttle buses, valet, and private vehicles, unless otherwise authorized/designated.

SECTION THREE – LEASING POLICY

This Policy is intended to provide a framework governing leasing and rental decisions as they relate to development of new agreements and modifications to existing agreements. The goal of the Toledo-Lucas County Port Authority in adopting this Policy is to:

1. Establish fair, equal, and not unjustly discriminatory conditions to be met by all persons, firms, or corporations desiring to engage in any activity at either airport;
2. Encourage high quality development and continued maintenance and enhancement of facilities;
3. Maximize and balance use of airport property to serve the needs of the different airport users and the community at large;
4. Establish uniform leasing methodologies and rates consistent with accepted business practices in the airport industry;
5. Ensure compliance will all local, state, and federal laws, as well as, FAA Grant Assurances;
6. Create a stable, predictable business environment for the tenants and users.

1. POLICY

The Toledo-Lucas County Port Authority Board (Board) will require all persons, firms, or corporations to obtain a lease, permit or agreement, in a form approved by the Board, prior to engaging in any activity or service on the premises of either Toledo Express Airport or Toledo Executive Airport. Additionally, to ensure the Airports financial sustainability, it is also the Boards policy to establish market value land and facility rental rates and make amendments to the rates at periodic intervals, in order to assure the Airport rental rates reflect inflation or other market driven changes.

2. PROCEDURE

- A. All leases, permits and agreements shall be in a form approved by the Board. Unless otherwise approved by the Board, all leases must include the standard lease provisions established by the Board.
- B. The lease or agreement will include a reasonable term, approximately 20-40 years (length shall be established considering the amount of tenant investment in improvements on the property and should extend for a long enough period of time to permit the reasonable amortization of the investment in physical improvements). At the expiration of a lease, all improvements will revert to the Port Authority.
- C. All new leases, permits and agreements shall be on a triple net basis. Tenant will be responsible for insurance and taxes; janitorial, landscaping, lawn maintenance, parking lot upkeep, snow removal, and all other maintenance, (with the exception of roof replacement and exterior painting), trash removal, and utility costs.
- D. All rental and use rates established in Airport leases, permits and agreements shall be market value or full cost recovery as determined by airport staff, a professional appraisal, or consistent with airport cost accounting and rate making methodology. Rental rates will be determined by evaluating comparables of other facilities on each respective airport or at other facilities at comparable airports in the Midwest.

- E. All leases and agreements shall contain periodic rate adjustments, generally, on an annual basis unless otherwise approved by the Board. To the extent practicable, the following language should be used:

Adjusted Rent. The monthly Base Rent shall be adjusted commencing January 1, 20___, and on each January 1st thereafter by the percentage increase in the Department of Labor, Bureau of Labor Statistics Consumer Price Index for the U.S. City Average, All Urban Consumers, All Items (1982 – 1984 = 100) (“Consumer Price Index”). In the event the Consumer Price Index is not issued or is otherwise unavailable to determine the adjustment to the Base Rent, the adjustment to the Base Rent shall be based on succeeding Federal Reports, or, if none, on other generally accepted surveys or reports which, in the judgment of the parties, most nearly provide the measurement now being provided by the Consumer Price Index. The amount of the adjustment to the Base Rent shall be determined by multiplying the Base Rent payable in Section ___ above by a fraction, the numerator of which shall be the Consumer Price Index figure for the immediately preceding October, and the denominator of which shall be the Consumer Price Index figure for _____, 20___, provided that the Base Rent shall never be less than the Base Rent payable in the previous year. For each term year of this Lease, the Port Authority will notify Lessee in writing of the applicable adjustment to the Base Rent amount and the computation resulting in such adjusted Base Rent amount. The adjusted Base Rent shall be rounded to the nearest Ten Dollars (\$10.00).

- F. Under existing leases or agreements, requests from tenants for Port Authority provided leasehold improvements shall require that a new lease or agreement be negotiated at the then current leasing standards.
- G. Any sublease or assignment provisions must require the prior written approval of the Board.

3. NO UNAUTHORIZED USE

All commercial uses and certain non-commercial uses of Airport properties shall be specifically authorized pursuant to a lease in accordance with this Policy, or by license, permit, or other formal agreement with the Board, consistent with applicable rents, charges, or revenue formulas established by the Board; provided, however, that the Board authorizes the President on its behalf to approve and execute:

- A. A lease or revenue agreement which has a term of three years or less (including option periods) and annual rental income no greater than the President’s purchasing authority, with terms and conditions that the President deems necessary and appropriate.
- B. An extension of an existing lease or revenue agreement which has a term of three years or less (including option terms) and annual income no greater than the President’s purchasing authority.
- C. A modification to an existing lease that increases or decreases the leased space at the same rental rate and with the same terms and conditions.
- D. Licenses, permits, or other agreements for certain commercial activities, using standard forms and in accordance with applicable Board policies, standards, or resolutions.
- E. A temporary or special use permit that allows an entity to engage in specific activities, in designated areas.

4. PROHIBITED ACTIVITIES

- A. Airport land or improvements shall not be occupied or used for any activity that is contrary to the safe and efficient operation of the airport including any activity that jeopardizes the safety of the public, aircraft, or property located at the airport.
- B. “Through-the-Fence” activities conducted from off-airport properties having direct access to the airport runway and taxiway system are prohibited.
- C. The Federal Aviation Administration’s “Policies and Procedures Concerning the Use of Airport Revenue” generally prohibits the lease or use of land owned or controlled by the sponsor for aeronautical purposes rent-free or for nominal rates to a for-profit enterprise.

5. EXISTING AGREEMENTS

It is understood that the establishment of this Leasing Policy may not alter certain provisions or requirements of existing Agreements or Permits between the Board and existing tenants. However, unless otherwise approved by the Board, all entities will become subject to this Policy immediately following the expiration, termination, and/or modification of any Agreement through amendment, addendum, extension, renewal, or other means.

Additionally, when leases for ground with current tenants expire, the improvements will revert to the Port Authority and a new lease will be negotiated at the then market rate for both the ground and any improvements on the leasehold as well as incorporate other terms consistent with this Policy. In general, the current tenant at that time, so long as they have not been in default during the lease term, shall be afforded the first opportunity to re-lease the facility at the new terms.

6. CONSTRUCTION/ALTERATIONS

All alterations and improvements, including but not limited to, offices, hangars, access roads, access taxiways, vehicle parking areas and Aircraft parking areas, shall be in accordance with design and construction standards established by the Board and in accordance with applicable federal, state and local codes, ordinances, laws, rules and regulations. Lessee shall not proceed with any construction or remodeling on the premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including the Airports Director.

7. COMPLIANCE WITH REGULATORY MEASURES

Lessees shall observe and obey all reasonable Regulatory Measures promulgated from time to time by the Department of Transportation (DOT), the Federal Aviation Administration (FAA), the Department of Homeland Security (DHS), the Transportation Security Administration (TSA), Environmental Protection Agency (EPA), the State of Ohio, and the Board, governing the conduct and operation of the Airport and its facilities. The Board agrees that any Regulatory Measures promulgated by the Toledo-Lucas County Port Authority Board shall not be inconsistent with any legally authorized rule or regulation of the DOT, the FAA, the DHS, the TSA, or the State of Ohio.

SECTION FOUR – AIRPORT RATES AND CHARGES

The rates, charges, and fees below have been established by the Board in an effort to meet the revenue goals outlined previously.

1. GROUND RENT

Ground Rental Rates for unimproved land may vary somewhat given the size and type of development but in general should be consistent with the following:

Toledo Express

\$0.25/square foot annually

Toledo Executive Airport

\$0.15/square foot annually

2. BUILDING/HANGAR RENT

Building/Hangar Rental Rates will be determined by evaluating comparables of other facilities on the airport or other facilities at comparable airports in the Midwest.

3. LANDING FEES

Unless an entity is currently operating under an existing contract, Commercial Air Carriers or Private Charters (either passenger or cargo) and non-based general aviation aircraft weighing more than 12,500 lbs. will pay landing fees in accordance with the following schedule:

Unscheduled/Non-Signatory Operators

\$1.96/1,000lbs.

Weight will be based upon the certified maximum gross landing weight of each aircraft with a minimum fee of \$25.

Scheduled/Signatory Operators

All Scheduled/Signatory Operators will pay \$4/enplaned passenger in lieu of standard common and exclusive terminal, landing, apron, and jetway fees.

Signatory Cargo Operators

\$1.28/1,000 lbs.

Weight will be based upon the certified maximum gross landing weight of each aircraft with a minimum fee of \$25.

4. FUEL FLOWAGE FEES

In lieu of a general aviation landing fee for aircraft weighing less than 12,500 lbs, fixed base operators and non-commercial private/corporate aircraft operators shall pay an Airport usage fee in accordance with the following schedule for each gallon of aviation fuel (jet and avgas) delivered to the fixed base operator or non-commercial private/corporate aircraft operators, exclusive of fuel delivered for the use by commercial air carriers paying landing fees.

Toledo Express

\$0.08/gallon

Toledo Executive Airport

\$0.06/gallon

5. APRON FEES (TOLEDO EXPRESS ONLY)

Unless an entity is currently operating under an existing contract or have aircraft based at the airport, Commercial Air Carriers or Private Charters (both passenger and cargo) will pay apron fees in accordance with the following schedule:

		Passenger		
<u>Scheduled/Signatory Operators</u>			<u>Unscheduled/Non-signatory Operators</u>	
No Fee			\$0.85/1,000lbs.	
		Cargo		
<u>Scheduled/Signatory Operators</u>			<u>Unscheduled/Non-signatory Operators</u>	
\$0.65/ 1,000lbs.			\$0.85/1,000lbs.	

Weight will be based upon the certified maximum gross landing weight of each aircraft with a minimum fee of \$25.

6. LOADING BRIDGE FEES

All loading bridges and devices at Toledo Express are common use. The Board will incorporate the following loading bridge fee (per use) to recovery costs associated with maintenance and operations of the device:

<u>Scheduled/Signatory Operators</u>		<u>Unscheduled/Non-signatory Operators</u>
Gate 1	No cost	\$30
Gate 1A North	No cost	\$30
Gate 1A South	No cost	\$30
Gate 2	No cost	\$30
Gate 3	No cost	\$30
Gate 4	No cost	\$30
Gate 5	No cost	\$30
Gate 6	No cost	\$30
Gate 7	N/A	N/A

7. REMAIN OVER NIGHT (RON) FEES

Unscheduled/Non-signatory air carriers that RON on the passenger terminal apron will be charged a flat \$50 per night per aircraft.

8. TERMINAL RENT

The following rate applies unless a different rent has been negotiated based upon improvements or other services provided by the Port Authority.

	Exclusive	Common Use
(Rate Adjusted Annually)	\$23.26/sq. ft.	None

9. PARKING RATES

Public

Long Term Parking	\$8.00/day
Short Term Parking	\$10.00/day
First 15 minutes	Free

16 minutes – 2 hours	\$2.00
2 – 4 hours	\$3.00
4 – 8 hours	\$6.00
8+ hours	\$9.00

Airline Crews/Contractors/TSA Employees pay a monthly rate of \$25.

10. USE FEES

TOLEDO EXPRESS	TOLEDO EXECUTIVE AIRPORT
\$200.00 per day	\$100.00 per day

These fees are based on minimum staffing requirements and may be adjusted.

11. PASSENGER FACILITY CHARGE (AIRLINE)

TOLEDO EXPRESS	TOLEDO EXECUTIVE AIRPORT
\$4.50	None

12. CUSTOMER FACILITY CHARGE (CAR RENTAL)

TOLEDO EXPRESS	TOLEDO EXECUTIVE AIRPORT
\$2.00	None

SECTION FIVE- INSURANCE REQUIREMENTS

1. POLICIES AND LIMITS

All insurance policies shall name the Toledo-Lucas County Port Authority and the City of Toledo as an additional insured. All tenants and Operators shall be prohibited from allowing conditions to exist which may in any way affect their insurance policy. All Tenants and Operators are prohibited from failing to prevent the existence of any condition to exist which may in any way affect their insurance policy. All Tenants and Operators are prohibited from contributing to or causing the existence of any conditions which could affect the insurance coverage. All insurance policies shall contain a waiver of subrogation rights endorsement with respect to the Toledo-Lucas County Port Authority.

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

All insurance policies shall contain a provision requiring the insurance carrier to notify the Airports Director 30 days prior to cancellation or modification of any insurance policy. All tenants and operators shall provide current certificates of applicable coverage to the Airports Director.

Every tenant and operator shall procure and maintain continuously in effect for the duration of its tenancy or activities upon the airport, at the Tenants or Operators sole expense, insurance of the types and in at least such minimum amounts as indicated in the following sections as may be amended from time to time unless otherwise approved, in writing, by the Board.

Operator shall conduct its own analysis, in conjunction with its own risk management agent(s), to determine if additional coverage is needed.

2. ADDITIONAL COVERAGE REQUIREMENT

The Board may require additional insurance in circumstances where the Board perceives higher risks may be associated with the activity or the Tenant or Operator or where special short-term conditions such as construction projects or government requirements exist.

3. INDEMNIFICATION AND INSURANCE

All prospective and existing Operators shall provide evidence of insurance coverage satisfactory to the Port Authority and in the amounts stipulated for each particular type of activity according to the insurance requirements established by the Port Authority in consultation with its risk management agent(s) and kept on file with the Port Authority. Said insurance requirements are subject to periodic modification at the discretion of the Port Authority. The limits stipulated for each Activity represent the minimum coverage that shall be maintained by Operator to engage in Activities at the Airport and do not limit operations liability under this Lease. Operator shall conduct its own analysis, in conjunction with its own risk management agent(s) to determine if additional coverage is needed.

Policies of insurance shall be in a form with companies authorized to write insurance in the State of Ohio, have an A.M. Best rating of A-, VII or better, and be otherwise satisfactory to the Port

Authority. Operator shall be solely responsible for the payment of any and all deductibles that apply to any claim that is made under Lessee's insurance policy.

Operator shall furnish annually its insurance policies or certificates, as the case may be, to the Port Authority, which shall contain an endorsement that such insurance may not be cancelled except upon thirty (30) days notice to the Port Authority. Operator's failure to provide and keep in force the required insurance shall be regarded as a material default, entitling the Port Authority to exercise any or all remedies.

All insurance policies shall name the Port Authority, the City of Toledo, and their respective directors, officers, employees, agents and representatives (the "Indemnified Parties") as additional insureds.

Operator shall meet all statutory requirements for Workers' Compensation insurance and voluntarily, expressly and specifically waives its Workers' Compensation employer immunity granted under Section 35, Article II of the Ohio Constitution and all Ohio statutory provisions, including Sections 4123.74 and 4123.741 of the Ohio Revised Code, and any subsequent amendments, re-enactments or similar laws, or any other state's similar statutory or constitutional provisions, to the extent necessary to permit the Indemnified Parties to be fully indemnified, defended and held harmless. Evidence of workers' compensation insurance shall be furnished annually to the Port Authority and notices of cancellation shall be furnished at least thirty (30) days prior to the effective date of cancellation.

Operator agrees that all of its personal property and all of the personal property of its employees, customers, invitees and guests that may at any time be on the Premises, shall be there at Operator's sole risk and that the Port Authority shall not be liable for any damage or loss to such personal property or loss suffered by the business or occupation of the Operator caused in any manner whatsoever.

Operator shall defend, release, indemnify and hold the Indemnified Parties harmless from liability, loss, injury (including death), costs (including reasonable legal fees) and damages of every kind and nature awarded to third parties under claims which arise, either directly or indirectly, out of Operator's use, nonuse, possession, or condition of the Premises or conduct of Operator's business thereon.

4. ENVIRONMENTAL

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

Except as set forth in this Section, Operator hereby assumes all risk of loss and any related expenses arising out of the existence on the Premises of hazardous substances or other materials hazardous or injurious to persons or property, or arising out of the release of such materials by Operator, including but not limited to, risk of loss and liabilities, fines and expenses under federal, state and local environmental laws and regulations.

Operator shall provide the Port Authority with copies of all communications regarding the Premises from any governmental agency relating to any Environmental Law (as hereinafter defined) or any person with respect to any claim relating to any Environmental Law (each, an "Environmental Claim"). Operator shall defend, release, indemnify and hold harmless the Indemnified Parties from and against all obligations, losses, claims, suits, judgments, liabilities,

penalties, damages, costs and expenses arising from third party claims (including reasonable attorneys' fees and expenses) of any kind or nature whatsoever that may be incurred by, or asserted against such Indemnified Parties, resulting from (i) the actual or alleged presence of Hazardous Substances on the Premises which is caused by Operator or (ii) any Environmental Claim relating to Operator's use of the Premises. The provisions of this Section shall survive the expiration or termination of the Operator's Lease Agreement with the Port Authority and/or the Permit, as applicable.

For purposes of this leasing policy, the following capitalized terms shall have the meanings ascribed below:

"Environment" means soil, air, surface water, ground water, and land.

"Environmental Law" means any governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating in any way to the environment, health, safety or any Hazardous Substances.

"Environmental Release(s)" means any spill, leak, pumping, pouring, emission, discharge, injection, escape, leaching, dumping, disposing, or other entering into the Environment of any Hazardous Substance at, in, by, from or related to the Premises, whether known or unknown, intentional or unintentional.

"Hazardous Substances" means (i) oil or other petroleum products; (ii) "hazardous substances" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq.; (iii) "hazardous wastes" as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; (iv) "toxic substances" as defined by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (v) "hazardous materials" as defined by the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; (vi) radioactive materials, including those subject to the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq. and (vii) any other pollutant, chemical or substance whose presence creates a hazard to human health or the environment.

Operator shall not cause any Hazardous Substances to be generated, treated, stored, used, installed or disposed in, on, under or about the Premises in any material amounts, except as required for the conduct of its business, and shall at all times maintain such Hazardous Substances in full compliance with all applicable laws and regulations. On each December 1st, Operator shall disclose in writing to the Port Authority the types and amounts of all Hazardous Substances, if any, that are generated, processed, distributed, used, treated, kept, stored, handled, disposed of or transported in, on or about the Premises in any amounts by Operator and its agents, employees, contractors or invitees and that Operator reasonably anticipates will be generated, processed, distributed, used, treated, kept, stored, handled, disposed of or transported in, on or about the Premises in any material amounts by Operator and its agents, employees, contractors or invitees. Operator agrees to comply with all current and future Environmental Laws enacted by any applicable jurisdiction.

FIXED BASE OPERATORS/FUELING

Aviation/General Liability	Minimum Limits
Occurrence form, including personal injury, property damage, premises/operations, contractual, products/completed operations, fire legal liability & owned and non-owned aircraft liability Environmental Liability (Fueling Operations)	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
	<u>Hangarkeepers:</u> \$1,000,000 Per Occurrence
\$1,000,000 Per Occurrence	
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
Excess of Aviation/General Liability, Auto Liability, Employers Liability	\$5,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

SPECIALIZED AERONAUTICAL SERVICE OPERATOR

Aviation/General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual, products/completed operations, fire legal liability & owned and non-owned aircraft liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
	<u>Hangarkeepers:</u>
	\$1,000,000 Per Occurrence
*Environmental Liability	\$1,000,000 *Per Occurrence
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
Excess of Aviation/General Liability, Auto Liability, Employers Liability	\$1,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

***For those entities performing work with or handling Hazardous Substances as defined in the Leasing Policy.**

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

AIRLINE/AIR CHARTER GROUND HANDLING OPERATORS

Aviation/General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual, products/completed operations, fire legal liability & owned and non-owned aircraft liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
Excess of Aviation/General Liability, Auto Liability, Employers Liability	\$4,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

COMMERCIAL AIRLINES

Aviation/General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual, products/completed operations, fire legal liability & owned and non-owned aircraft liability Under 60,000 lbs. GTW All other	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
	<u>Aviation:</u> \$100,000,000 Per Occurrence/Aggregate \$250,000,000 Per Occurrence/Aggregate
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
Excess of General Liability, Auto Liability, Employers Liability	\$10,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

CORPORATE HANGAR TENANTS

Aviation/General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual, products/completed operations, fire legal liability & owned and non-owned aircraft liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
	<u>Aviation:</u> \$50,000,000 Per Occurrence/Aggregate
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
Excess of General Liability, Auto Liability, Employers Liability	\$10,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

CARGO BUILDING TENANTS

Aviation/General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual, products/completed operations, fire legal liability & owned and non-owned aircraft liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
	<u>Hangarkeepers:</u> \$1,000,000 Per Occurrence/Aggregate
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
Excess of General Liability, Auto Liability, Employers Liability	\$1,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

T-HANGAR TENANTS (PORT OWNED T-HANGAR BUILDING)

Aviation/General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, & aircraft liability	\$500,000 per occurrence \$500,000 general aggregate, product & completed operations <u>Aviation:</u> \$500,000 Per Occurrence/Aggregate
Automobile	Minimum Limits
Automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$500,000 combined single limit per occurrence
Aviation Physical Damage	Amount of Coverage
Coverage for damage to Tenant's aircraft	Replacement Cost of Aircraft *If Tenant elects to not maintain aviation physical damage coverage, Tenant hereby agrees that it will not hold the Toledo-Lucas County Port Authority liable or otherwise at fault for any physical damage to the aircraft.

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

RESIDENTIAL TENANTS

Homeowners/Renters	
Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury property damage,	\$1,000,000
Automobile	
Minimum Limits	
	\$1,000,000 per person /1,000,000 per accident - bodily injury
	Tenant will be responsible for providing Renter's Insurance to cover personal property.

TERMINAL TENANTS/GROUND TRANSPORTATION OPERATORS

General Liability	Minimum Limits				
Occurrence form, including coverage for bodily injury, personal injury property damage, premises/operations, contractual, Products/completed operations, fire legal liability	\$1,000,000 per occurrence \$2,000,000 general aggregate, product & completed operations \$1,000,000 personal and advertising injury \$50,000 fire legal liability				
Automobile	Minimum Limits				
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence				
Umbrella or Excess Liability	Minimum Limits				
Excess of General Liability, Auto Liability, Employers Liability	\$1,000,000 each occurrence				
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits				
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Workers' Compensation - Statutory</td> </tr> <tr> <td style="padding: 2px;">\$1,000,000 each accident</td> </tr> <tr> <td style="padding: 2px;">\$1,000,000 disease - each employer</td> </tr> <tr> <td style="padding: 2px;">\$1,000,000 disease - policy limit</td> </tr> </table>	Workers' Compensation - Statutory	\$1,000,000 each accident	\$1,000,000 disease - each employer	\$1,000,000 disease - policy limit
Workers' Compensation - Statutory					
\$1,000,000 each accident					
\$1,000,000 disease - each employer					
\$1,000,000 disease - policy limit					

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

AIRSHOWS/FLYING EVENTS

Aviation/General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual, products/completed operations, fire legal liability & owned and non-owned aircraft liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
	<u>Aviation/Event Coverage</u>
\$5,000,000 Per Occurrence	
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
General Liability, Auto Liability, Employers Liability	\$4,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

NON-FLYING EVENTS

Aviation/General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual, products/completed operations, fire legal liability & aircraft liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	
	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
General Liability, Auto Liability, Employers Liability	\$1,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

RENTAL CAR OPERATORS

General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury property damage, premises/operations, contractual, Products/completed operations, fire legal liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
General Liability, Auto Liability, Employers Liability	\$4,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.

SECTION SIX – APPLICATION

LEASE/LICENSE AGREEMENT APPLICATION

Consistent with the Application Process to perform an Aeronautical Activity, under the Airports Minimum Standards, any entity desiring a lease or license agreement at the Airport shall submit a written application to the Director for a Lease Agreement, Operating Agreement, License and/or Aeronautical Activity Permit (Permit). Licenses/Permits shall include both Commercial Aeronautical and Non-Commercial Aeronautical.

APPLICATION

The prospective Operator shall submit all of the information requested by the Director in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, references, etc.

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

APPROVAL PROCESS

All applications will be reviewed by the Port Authority within ninety (90) days from the receipt of the application.

Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards and/or requirements established by the Minimum Standards.
2. The applicant's proposed operations or construction will create a safety hazard on the Airport.
3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to Board.
4. There is no appropriate or adequate available space on the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, development and/or construction does not comply with the approved ALP.
6. The development or use of the area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any present FBO/SASO on the Airport, such as problems in connection with Aircraft traffic or service, or preventing free access and egress to the existing FBO/SASO areas, or will result in depriving, without the proper economic study, an existing FBO/SASO of portions of its leased area in which it is operating.

7. Any entity applying or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any entity applying, or having an interest in the business, has a record of violating any Airport Rules, or the Rules and Regulations of any other airport, any aviation related Federal entity rules and regulations, or any other rule, regulation, law or ordinance applicable to this or any other airport.
9. Any entity applying, or having an interest in the business, has defaulted in the performance of any Agreement with the Board or any Agreement at any other airport.
10. Any entity applying or having an interest in the business is not sufficiently credit worthy and responsible, in the sole judgment of the Board, to provide and maintain the business for which the application relates to promptly pay amounts due under an Agreement.

The Board reserves at all times the right to approve or disapprove the application of any proposed Aeronautical Activity. Such approval shall take into account the aforementioned standards along with an analysis of the business background, financing and proposed plans for the development of an Aeronautical Activity. Final approval by the Board shall thus be based on an appraisal of the application in regard to the purposes and intent as set forth and based on a commonly acceptable business analysis.

CHANGE OF CONDITION

Any changes in the condition of an approved Lease/Agreement shall be reported to the Airports Director in writing within thirty (30) days prior to the anticipated effective date of such change. Operator/Tenant shall clearly describe the proposed changes to the approved Lease/Agreement including any impacts and/or material changes. Leases or Agreements shall be subject to further modification, revocation, denial by the Board, at its sole discretion, should such change of condition(s) be determined to be unacceptable by the Board at any time.

APPENDIX ONE LICENSE AGREEMENT

A sample agreement is provided on the following pages and is subject to change from time to time.

TOLEDO-LUCAS COUNTY PORT AUTHORITY LICENSE FOR USE OF AVIATION FACILITIES

Agreeing Parties

The Toledo-Lucas County Port Authority (“Authority”) the operator of Toledo Express/Toledo Executive Airport (the “Airport”), hereby grants to _____ (“Licensee”) the right to conduct _____ at the Airport.

Entirety of Agreement

No prior stipulation, agreement, or understanding of the parties or their agents shall be valid or enforceable to the extent that they are inconsistent with this agreement. The terms and conditions set forth in this agreement are not contingent upon the existence of any other written agreements unless expressly so provided therein.

Period of Use

The period of use is for _____, or until such earlier time as this License is terminated. This License may be terminated in whole or in part in writing at any time by the Authority for its convenience.

Contact person(s) for proposed activities:

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>

Designated Use, Area and Fee

Designated Use: _____ (the “Activity”)

Designated Area: _____

Designated Fee: _____

A cleaning/repair charge of _____ or actual cost to clean or repair damage, whichever is greater, will be assessed to Licensee if the Designated Area is left in an unclean, damaged and/or unkempt manner. Also, if in the opinion of the Authority, Authority personnel are needed to assist Licensee, Licensee will pay Authority all labor, material, and overhead costs for providing such assistance. Licensee will pay all cleaning, maintenance and assistance costs within thirty (30) days of invoice from Authority. Any assistance provided by Authority personnel with approval of the Executive Director to support the Activity shall be excluded from the charges listed above.

Standards of Conduct (As required by the Authority based upon nature of Designated Use or Activity)

Licensee will, at its sole cost, expense and responsibility:

1. Provide adequate signage and barricades to manage individuals participating in the Activity and to prevent unauthorized persons from interfering with Licensee’s use.
2. Provide adequate instructions and monitoring to its employees, agents or other persons attending the Activity to prevent any disruption to airport operations or infringement upon the peaceful and uninterrupted use of the Airport by the traveling public.

3. Assume all risks associated with Licensee's proposed use of the Designated Area at the Airport.
4. Ensure that no person shall, in any manner, obstruct, delay or interfere with the free movement of any other person, or seek to coerce any person or impede the conduct of any authorized business at the Airport.
5. Ensure that any person in Licensee's organization under the age of eighteen (18) years is accompanied and supervised by the head (or his designated representative) of Licensee's organization. Ensure that all visiting and participating minors under 18 are accompanied and/or supervised by the parents of said visiting and participating minors and/or representatives of Licensee's organization.
6. Ensure that no person shall attach any sign or printed matter except such as is necessary to identify Licensee's organization and directions to the Activity.
7. Have available at all times during Licensee's use of the Designated Area, a copy of this License for Use of Facilities, and the Certificate of Waiver or Authorization issued by the Federal Aviation Administration (if applicable) for inspection by Authority personnel.

Rules and Regulations

Licensee will comply with Airport Rules and Regulations (as may be amended) and all Federal, State and Local laws, rules, regulations and ordinances in its conduct of the Activity use of the Designated Area the Airport. Licensee must obtain approval of the Federal Aviation Administration for all aerial demonstrations. Licensee will use the Designated Area "as is". Licensee assumes all risk of liability or responsibility which may arise with respect to the use of the Designated Area including, but not limited to, weather, fire and environmental risks, and risks incidental to or because of the Designated Area's location on airport property and the Designated Area not being constructed, intended, or managed for Licensee's use. Any violation by Licensee, employees, agents, or other persons attending the Activity of any rule, regulation, law or ordinance which results in the assessment of a fine against the Authority by the Federal Aviation Administration or other governmental agency shall be the responsibility of Licensee.

Permits and Taxes

Licensee and its officers, employees, representatives, suppliers, invitees, independent contractors and agents shall obtain any and all permits, licenses, or other documents which may be required for it to conduct the Activity, to conduct business at the Airport, and to keep and perform its covenants under this agreement.

Licensee agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to the Activity.

Indemnification and Hold Harmless

Licensee shall release, defend, save, indemnify and hold harmless the Authority, City of Toledo, and their respective directors, officers, employees and agents, from and against, any and all demands, claims, causes of action, fines, penalties, damage, losses, liabilities, judgments, and expenses (including, without limitation, attorney's fees and court costs) incurred in connection with or arising from: (a) the use or occupancy of the Airport by Licensee or any person claiming under Licensee; (b) any activity, work, or thing done, or permitted or suffered by Licensee on or about the Airport; (c) any acts, omissions, or negligence of Licensee, or any person claiming under Licensee, or any invitee of Licensee; (d) any breach or violation by Licensee, any person claiming under Licensee, contractors or agents of Licensee or any such person, of any term, covenant, or provision of this License or any law, ordinance, or governmental requirement of any kind; or (e) any injury or damage to the person, property, or business of Licensee, its employees, agents, contractors, or any other person entering the Airport under the express or implied invitation of Licensee.

All indemnity obligations of the agreement shall be binding upon Licensee's permitted successors and assigns and shall survive expiration or termination of this agreement.

Waiver and Release

Licensee waives and releases all claims against the Authority, the City of Toledo, and their respective directors, officers, employees, and agents with respect to all matters for which the Authority has disclaimed liability pursuant to the provisions of this License. In addition, Licensee agrees that neither the Authority, the City of Toledo, nor their directors, officers, employees and agents, will be liable for any loss, injury, death, or damage to persons, property, or Licensee's business or operation occasioned by any cause beyond Authority's control.

Insurance Requirements --- FOR NON-AVIATION EVENT

Licensee shall maintain, in full force and effect during the period of this License, a policy of comprehensive liability insurance in an amount approved by the Board for the benefit of Licensee, the Authority, and the City of Toledo as their interests may appear hereunder. The policy shall insure the Authority and City of Toledo against any and all risks, claims, damages and losses arising out of or incident to Licensee's conduct of the Activity and use of the Designated Area. The Authority and City of Toledo shall be named as an additional insureds. Licensee shall provide proof of insurance prior to the Activity, and Licensee's insurance company must provide thirty (30) day's written notice to Licensor prior to cancellation of said insurance. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of Licensee hereunder.

Licensee shall not allow any agents, officers, employees, representatives, suppliers, invitees, service providers, or independent contractor to operate or provide any service or sales to the public or any attendees of the Activity during the term of this agreement unless required evidence of insurance is provided by the individual or Licensee to the Authority. The evidence of insurance requirements shall be the same as those listed for the Licensee, or the individual must be covered and listed separately under the Licensee's insurance policy.

Licensee does hereby further agree to maintain at its expense such insurance as will fully protect it from claims under Workers' Compensation, Occupational Diseases Acts, and from any other claims for bodily injury, including death, and for property damage which may arise from operations under this agreement. Licensee voluntarily expressly and specifically waives its Workers' Compensation employer immunity granted under Section 35, Article II of the Ohio Constitution and all Ohio statutory provisions, including R.C. 4123.74, or any other State's similar statutory or constitutional provisions, to the extent necessary to permit the Authority and City of Toledo to be fully indemnified, defended and held harmless hereunder.

Insurance Requirements -- FOR AVIATION EVENT

Any Licensee conducting air show activities shall maintain an insurance policy in full force and effect during the period of the License. The policy shall insure the Authority and the City of Toledo against any and all risks, claims, damages and losses arising out of or incident to Licensee's conduct of the Activity and use of the Designated Area. The Authority and City of Toledo shall be named as Additional Insureds. Licensee shall provide proof of insurance prior to the Activity, and Licensee's insurance company must provide (30) days' written notice to the Authority prior to cancellation of said insurance. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of Licensee hereunder.

Such insurance policy shall cover, at a minimum, the following activities, as applicable:

- a. Airplane rides for a fee or hire (as governed by **Code of Federal Regulations (14 CFR Part 61.113)**)
- b. Airport closed to other traffic during F.A.A. waiver
- c. Use of grandstands or bleachers
- d. Admission charge
- e. Air races
- f. Jet trucks
- g. Aerobatic teams or aerobatic shows
- h. Parachute jumpers jumping over or into congested areas or assemblies of persons
- i. Balloon rides for a fee

The above list is not all-inclusive

Licensee shall not allow any agents, officers, employees, representatives, suppliers, invitees, service providers, or independent

contractor to operate or provide any service or sales to the public or any attendees of the Activity during the term of this agreement unless required evidence of insurance is provided by the individual or Licensee to the Authority. The evidence of insurance requirements shall be the same as those listed for the Licensee, or the individual must be covered and listed separately under the Licensee's insurance policy.

Licensee does hereby further agree to maintain at its expense such insurance as will fully protect it from claims under Workers' Compensation, Occupational Diseases Acts, and from any other claims for bodily injury, including death, and for property damage which may arise from operations under this agreement. Licensee voluntarily expressly and specifically waives its Workers' Compensation employer immunity granted under Section 35, Article II of the Ohio Constitution and all Ohio statutory provisions, including R.C. 4123.74, or any other State's similar statutory or constitutional provisions, to the extent necessary to permit the Authority and City of Toledo to be fully indemnified, defended and held harmless hereunder.

Additional Requirements:

Land Maintenance: Licensee will prepare and maintain the area designated for the Activity and parking. These areas will be kept manicured and clear of debris.

Parking Areas: To be designated by the Authority and maintained by Licensee.

Security: Licensee shall provide Airport Authority Law Enforcement or other Authority approved personnel to monitor and maintain crowds during all hours of Activity if such security is deemed necessary by Authority.

Structures: Chairs, tables, tents, barricades or other sheltered areas will be set up and removed by Licensee and coordinated with the Authority, which shall have the right to approve set up arrangements at its discretion. Use of any and all other structures shall be approved by the Authority prior to set-up and use by Licensee.

Trash: Licensee will be required to monitor and to clean Designated Area during and after use. No paper or other waste may remain in Designated Area. Licensee is required to dispose of waste off site.

Sanitary Facilities: Licensee shall provide adequate sanitary facilities.

Traffic Control: Licensee shall furnish Authority approved personnel to control traffic, if needed, as determined by Authority. All stakes, stanchions, or other traffic control devices shall be removed immediately after traffic control has concluded.

Tenants: The Authority will coordinate any necessary arrangements with Airport tenants that may be affected by Activity.

Restoration of Area: Within one (1) day of the conclusion of the Activity and/or when this License is terminated, Licensee shall restore the Designated Area to its original condition as existed prior to the Activity and to the approval of the Authority.

Choice of Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

No Partnership: This agreement shall not be construed by the parties or any other person as creating a joint venture, partnership, or principal-agent relationship of any character or nature between the Authority and Licensee.

Arrangements: Licensee shall be solely responsible for arranging for and contracting with all parties who are to participate in or to provide services for the Activity and for assuring compliance with this agreement by its agents, officers, employees, representatives, suppliers, invitees, service providers or any contractor which is operating or providing any services or sales to the public at the Activity.

Toledo-Lucas County Port Authority

By: _____

Title: _____

Approved as to Content: _____

Approved as to Form: _____

By: _____

Title: _____

NOTARIAL STATEMENTS

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

On this ___ day of _____ 20___, before me, a Notary Public in and for said County and State, personally appeared Thomas J. Winston, President, Secretary & Fiscal Officer of the Toledo-Lucas County Port Authority which executed the foregoing instrument, who acknowledged that he did sign said instrument as such the Port Authority, for and on behalf of said corporation and by the Port Authority granted in its regulations and by its Board of Directors; that the same is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my seal on the day and year aforesaid.

Notary Public

STATE OF OHIO)
)SS:
COUNTY OF _____)

On this ___ day of _____ 20___, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of _____, who executed the foregoing instrument, who acknowledged that he did sign said instrument, as such officer, for and on behalf of said _____ and by authority granted in its regulations and that the same is the free act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Notary Public

Code of Federal Regulations (14 CFR Part 61.113) Private pilot privileges and limitations: Pilot in command.

(a) Except as provided in paragraphs (b) through (g) of this section, no person who holds a private pilot certificate may act as pilot in command of an aircraft that is carrying passengers or property for compensation or hire; nor may that person, for compensation or hire, act as pilot in command of an aircraft.

(b) A private pilot may, for compensation or hire, act as pilot in command of an aircraft in connection with any business or employment if:

(1) The flight is only incidental to that business or employment; and

(2) The aircraft does not carry passengers or property for compensation or hire.

(c) A private pilot may not pay less than the pro rata share of the operating expenses of a flight with passengers, provided the expenses involve only fuel, oil, airport expenditures, or rental fees.

(d) A private pilot may act as pilot in command of an aircraft used in a passenger-carrying airlift sponsored by a charitable organization described in paragraph (d)(7) of this section, and for which the passengers make a donation to the organization, when the following requirements are met:

(1) The sponsor of the airlift notifies the FAA Flight Standards District office having jurisdiction over the area concerned at least 7 days before the flight, and furnishes –

(i) A signed letter from the sponsor that shows the name of the sponsor, the purpose of the charitable event, the date and time of the event, and the location of the event; and

(ii) A photocopy of each pilot in command's pilot certificate, medical certificate, and logbook entries that show the pilot is current in accordance with §§61.56 and 61.57 of this part and has logged at least 200 hours of flight time.

(2) The flight is conducted from a public airport adequate for the aircraft to be used, or from another airport that has been approved for the operation by an FAA inspector.

(3) No aerobatic or formation flights are conducted.

(4) Each aircraft used for the charitable event holds a standard airworthiness certificate.

(5) Each aircraft used for the charitable event is airworthy and complies with the applicable requirements of subpart E of part 91 of this chapter.

(6) Each flight for the charitable event is made during day VFR conditions.

(7) The charitable organization is an organization identified as such by the U.S Department of Treasury.

If the above criteria (a) through (d), as applicable, are met, airplane rides for a fee are not considered an air show.