BZN Bozeman Yellowstone INTERNATIONAL AIRPORT

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL SERVICE PROVIDERS

BOZEMAN YELLOWSTONE INTERNATIONAL AIRPORT



ADOPTED 11/12/2026

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DEFINITIONS

For the purposes of these Minimum Standards, the following definitions shall apply:

Aeronautical Activity or Service means any activity or service conducted on the Airport that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of aircraft operations. The following services/activities commonly conducted on airports are aeronautical activities within this definition: aircraft charter, pilot training, aircraft rental, sightseeing flights, aerial photography, aerial application (agricultural), aerial advertising, surveying, aircraft sales and transactional services, sale of Aircraft Fuel, maintenance and repair of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an aeronautical activity.

Agreement means a written contract, executed by the Authority and an Operator, and enforceable by law, specifying the terms and conditions under which the Operator may conduct a Commercial Aeronautical Activity(ies) on the Airport. Such Agreements generally will recite the terms and conditions under which the Commercial Aeronautical Activity(ies) will be conducted on the Airport, including the Term of the agreement; rents, fees, and charges to be paid by the Operator; and the rights and obligations of the respective parties. The following terms may be substituted for "Agreement" as used in these Minimum Standards: Airport Business Permit or lease.

Aircraft means a device that is used or intended to be used for flight in air. Examples of aircraft include airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), unmanned aerial vehicle, advanced air mobility vehicle, balloon, and blimp.

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

Aircraft Fueling Vehicle means any approved vehicle or vessel, including trailers, used for the transportation, delivery, and dispensing of Aircraft Fuel.

Aircraft Movement Area means the Airport's runways and taxiways used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

Airport Layout Plan (ALP) means the scaled drawing depicting the existing physical layout for the Airport and the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, and allocation of Airport land or improvements to specific uses or development. The ALP shall be amended as needed by the Authority to

reflect changes in development and infrastructure for the Airport. The ALP is effective upon submission to the FAA.

Aircraft Operations Area (AOA) means a portion of an airport, specified in an Airport Security Plan, in which security measures specified in Title 49 Code of Federal Regulations (CFR) are carried out. This area includes the Aircraft Movement Areas, aircraft parking aprons, loading ramps, and safety areas for use by aircraft regulated under 49 CFR Parts 1542, 1544, and 1546, as well as any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. Except for passengers enplaning or deplaning aircraft, the public is prohibited from the AOA, unless escorted as required by applicable Authority rules.

Airport means Bozeman Yellowstone International Airport located in Bozeman, Montana, including all real property easements or any other interest therein, as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by the Authority.

Airport Security Program means the Transportation Security Administration (TSA)–approved document, including any amendments or revisions thereto, that governs Airport security.

Authority and Authority Designee means the Gallatin Airport Authority Board, an administrative entity formed by Gallatin County, Montana, responsible for the adoption of policies, rules, and regulations governing the use of the Airport by tenants, and Operators. The Authority may designate the Chief Executive Officer, or other designee, to exercise functions with respect to the rights and obligations of the Authority under these Minimum Standards.

Authority Parties shall mean the Gallatin Airport Authority, and its respective members of the Board, agents, employees, and contractors, and the term “Authority Party” shall be construed accordingly.

Commercial Aeronautical Activity means any ongoing activity conducted at, on, from, or in conjunction with the Airport intended to result in monetary gain to the entity conducting such activity, as defined in these Minimum Standards. A Commercial Aeronautical Activity also includes any third-party Specialized Aviation Service Operator (SASO) or contract employee of a fixed base operator (FBO) engaged in the performance of a Commercial Aeronautical Activity for compensation or hire at the Airport who is not an employee of an FBO or a SASO. For purposes of this definition, commercial purposes refers to the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any entity for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a Commercial Aeronautical Activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

Environmental Laws means all applicable local, state, and federal laws, statutes, ordinances, rules, regulations, and orders concerning or relating to public health and safety, worker/occupational health and safety, and pollution or protection of the environment, including the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 United States Code (U.S.C.) §§9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§1801, et seq.; the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 U.S.C. §§1251, et seq.; The Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901, et seq.; and the Toxic Substances Control Act, as amended, 15 U.S.C. §§2601, et seq.

FAA means the Federal Aviation Administration.

Facility means all Authority-approved buildings, related site improvements, and other improvements, financed and constructed by the Operator on the Airport, including, without limitation, structures, buildings, facilities, hangars, aircraft taxiways, aircraft taxiway markings, aircraft taxiway lighting, aircraft parking aprons and tiedowns, ramps, fencing, access control, lighting, automobile parking, and all utility infrastructure and connections, all as may be applicable and as may be required.

Fixed Base Operator (FBO) means any entity duly licensed and authorized by an Agreement with the Authority to operate, under compliance with such Agreement and pursuant to these Minimum Standards, to offer aeronautical services to the public at the Airport as set forth in SECTION 6 of these Minimum Standards.

Fuel Storage Area means any portion of the Airport designed temporarily or permanently by the Authority as an area in which Aircraft Fuel, motor vehicle fuel, or any other type of fuel or fuel additive may be stored.

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

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

Minimum Standards means these Minimum Standards for providing aeronautical services to the public, as amended.

Operator means either an FBO or a SASO, as applicable, or the Authority, when performing a Commercial Aeronautical Activity, unless the context clearly indicates another meaning.

Permitted Area means an area of Airport Property designated by the Authority for use by an Operator to perform a Commercial Aeronautical Activity on the Airport. Permitted Areas may, or may not, include leased Premises. The Permitted Area will include, (but may not be coextensive with, the Premises of the Operator in instances where the Operator leases land from the Authority.

Personnel means persons who are employees, or contractors, of an Operator or who are contractually obligated to render services to the public on behalf of an Operator. Operators shall obtain approval from the Authority prior to using non-employee contractors to provide a Commercial Aeronautical Activity.

Premises means the Permitted Area on the Airport granted to an Operator by the Authority where such Permitted Area consists of defined leased areas of land and associated Facilities.

Rules and Regulations means the policies, procedures, and regulations promulgated by the Authority for use of the Airport.

Shall for purposes of these Minimum Standards and as used herein, the word “shall” is always mandatory and not merely directory.

Space means the volume of land and facilities measured in acres or square feet.

Specialized Aviation Service Operator SASO means any entity that provides aircraft maintenance, aircraft charter services, aircraft flight instruction, aircraft rental, or any one or more of the commercial aeronautical activities listed in SECTION 7 of these Minimum Standards but does not meet the requirements to be an FBO.

Term means a period of time in which an Agreement is in force.

TSA means the Transportation Security Administration.

SECTION 1. GENERAL STATEMENT OF POLICY

The Gallatin Airport Authority (Authority), as the operator of Bozeman Yellowstone International Airport (Airport), in order to encourage and ensure the provision of adequate aeronautical services and activities at and from the Airport, the economic health of the Airport, and the orderly redevelopment and further development of aeronautical and related support facilities at the Airport, has established these Minimum Standards for Commercial Aeronautical Service Providers (Minimum Standards). Notwithstanding the provisions herein, each Operator providing commercial aeronautical services to the public at the Airport shall conduct its business and activities on and from the Premises in a safe and professional manner consistent with all Federal Aviation Administration (FAA) standards and applicable federal, state, and local laws and regulations.

It is the intent and policy of the Authority to operate and develop the Airport as a public-use aviation facility serving a wide range of aeronautical uses, consistent with its role as established in the National Plan of Integrated Airport Systems (NPIAS). The Airport is publicly owned and operated and is the recipient of federal grant funds under the Airport Improvement Program. As a grant recipient, the Authority is subject to certain federal grant assurances and sponsor obligations that impose a wide range of operational obligations. Among those most relevant for the Minimum Standards, the federal grant assurances require the Authority to operate the Airport in a financially self-sufficient manner as possible and provide Entities the opportunity to engage in commercial aeronautical activities at the Airport that satisfy a demonstrable need that meet the Minimum Standards as established by the Authority. Those grant assurances also require that the Authority treat aeronautical users without unjust discrimination. The Authority has established these Minimum Standards with the intent of not being unjustly discriminatory and providing fair and reasonable rules to govern the conduct of Commercial Aeronautical Activity at the Airport.

It is the policy of the Authority that any entity wishing to provide a Commercial Aeronautical Activity(ies), as defined herein, shall be given a not unjustly discriminatory opportunity to compete for the use of available Airport facilities.

These Minimum Standards establish the threshold operational and facility requirements for those Operators wishing to engage in commercial aeronautical activities at the Airport; they were developed in accordance with industry standards, including FAA Advisory Circular (AC) 150/5190-8, Minimum Standards for Commercial Aeronautical Activities, dated December 7, 2023, or as updated

Commercial Aeronautical Activities not addressed in the Minimum Standards will be addressed by the Authority on a case-by-case basis in an appropriate Agreement.

Subject to applicable orders, certificates, or permits of the FAA or its successor, no entity shall use Airport property for a Commercial Aeronautical Activity unless such entity has first complied with these Minimum Standards and entered into an Agreement with the Authority.

The Authority may, in its reasonable discretion, waive all or any portion of these Minimum Standards set forth herein for the benefit of any government or governmental agency performing public services to the aviation industry, responding to natural disasters, or performing fire prevention or firefighting operations. The Authority may also waive any of these Minimum Standards for non-governmental Entities when it deems such waiver to be in the best interest of the Authority and the public, so long as such waiver will not result in unjust discrimination against similarly situated Entities.

It is the intent of the Authority to enforce these Minimum Standards in a consistent, uniform, and fair manner to accomplish its goals and promote successful commercial business operations at the Airport.

All existing Operators shall become subject to the then-current Minimum Standards upon the modification, amendment, extension, or renewal of an existing Agreement.

The establishment of these Minimum Standards does not alter the Authority's proprietary exclusive right to engage in the delivery of aeronautical services/activities as it may deem at its reasonable discretion to be prudent and appropriate.

Wherever in these Minimum Standards the approval of the Authority is required, it is assumed (unless stated explicitly otherwise) that such approval may be given by the Gallatin Airport Authority Board or its designee.

SECTION 2. EXCLUSIVE RIGHTS

A. The granting of an exclusive right to provide aeronautical services at the Airport is forbidden by federal law. An exclusive right is a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. The Authority will not grant any such special privilege or monopoly in the use of the Airport.

B. The presence on the Airport of only one Operator engaged in a particular Commercial Aeronautical Activity does not, standing alone, indicate that an exclusive right has been granted. In accordance with the Grant Assurances, the Authority will not enter into or promote any understanding or commitment or express agreement to exclude other reasonably qualified Operators. Accordingly, those Entities who desire to enter into an Agreement with the Authority to engage in a Commercial Aeronautical Activity should neither expect nor request the Authority to exclude others who desire to engage in the same or similar activities. The opportunity to engage in a Commercial Aeronautical Activity shall be made available to those meeting these Minimum Standards relevant to such activity and as space may be available at the Airport for such an activity.

SECTION 3. GENERAL REQUIREMENTS

All Commercial Aeronautical Operators shall also be required to comply with the General Requirements of these Minimum Standards outlined in this Section.

A. Each Operator shall meet or exceed the requirements of this section, as well as the standards applicable to the Operator's Commercial Aeronautical Activity on the Airport.

B. Each Operator shall make its services available to the public in accordance with the operating requirements described herein for each Commercial Aeronautical Activity being provided.

C. Each Operator shall obtain a Permitted Area (which may or may not include Premises) from the Authority for the services to be offered, as required by the Authority for the type of services to be offered.

D. No Operator shall engage in any type of Commercial Aeronautical Activity without first obtaining an Operating Agreement (Agreement) from the Authority authorizing such Commercial Aeronautical Activity in accordance with specifications established by these Minimum Standards. Agreements shall include all provisions required by law and obligations placed upon the Authority by all federal and state agencies and any other contracting provisions deemed necessary by the Authority. Refer to Section 5.

E. Each Operator shall pay the Authority fair, reasonable, and not unjustly discriminatory rent, fees, and charges based upon the scope of the Commercial Aeronautical Activity being provided. Specific Rates and Charges, land lease policies, lease rates structures and policies, application fees, or any other applicable fees associated with Commercial Aeronautical Activity at the Airport, can be found in the Airport's current Rates and Charges Schedule and in current policy documents, which may be amended from time to time, and are available from the Authority via the Airport website and/or administrative office.

F. The Authority reserves the right to charge a reasonable fee for use of Authority controlled aircraft parking aprons by individual aircraft operators, FBOs or other Operators, which fees shall be paid promptly by the Operator.

G. Construction of any new Facility or redevelopment of an existing Facility by an Operator shall be subject to all applicable local, state, and federal rules and regulations, including

local fire code, zoning, and building regulations. This includes current Airport design and construction standards, which may be amended by the Authority from time to time, and are available from the Authority via the Airport website and/or administrative office.

H. Each Operator shall comply with applicable local, state, and federal laws and all rules, regulations, orders, certificates, or permits required by the FAA, TSA, Authority, and any other federal, state, or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as well as comply with Environmental Laws and local fire regulations, as may currently exist, be developed in the future, or be modified from time to time. Additionally, each Operator shall comply with those items outlined in the FAA's Hangar Use Policy[1] as well as successor policies provided by the FAA. Operators shall immediately report to the Authority all violations of applicable federal, state, and local laws, rules, regulations, orders, certificates, or permits whether caused by the Operator, or its Personnel, tenants, customers, guests, or agents. Operators shall further immediately notify the Authority of any unauthorized use of Airport property for non-aeronautical purposes by Personnel, tenants, customers, guests, or agents.

I. Each Operator shall conduct its business in a lawful and sanitary manner, including the timely handling and disposal of all solid waste, regulated waste, and other materials. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted on the Airport.

J. Each Operator shall, at its sole expense, be responsible for the prompt and thorough removal of snow and ice from its Premises to areas at the Airport designated by the Authority for the placement of snow and ice.

K. Each Operator shall follow all applicable security regulations and requirements established by the local, state, and federal governments and shall abide by all the applicable provisions of the Airport Security Program. The Authority reserves the right to require that principal officers of an Operator, regardless of level of involvement in the actual operation of the business, and any Personnel, customer, contractor, or sublessee of the Operator, submit to a Security Threat Assessment (STA) or criminal history records check (CHRC), including fingerprinting, at the expense of the Operator, dependent upon which area of the Airport direct, unescorted access is required. The Authority may

[1] FAA Policy on Non-Aeronautical Use of Airport Hangars, 81 Federal Regulations 38906 (June 15, 2016 or current version) .

exclude any Person from Airport property or suspend the authority of an Operator to conduct business at the Airport if the results of the STA or CHRC indicate to the Authority, in its reasonable discretion, that the Person poses a threat to the Airport, local community, state, or nation.

L. Each Operator shall control its Premises (if applicable) so as to prevent unauthorized access to the AOA and/or SIDA in compliance with the Airport Security Program (ASP). Each Operator must use the Authority's approved security protocols, equipment, and infrastructure including but not limited to, access control and badging, security cameras, sensors, or receive Authority approval to use other compliant equipment and/or infrastructure, to ensure secure AOA access portals on the Operator's site in compliance with the ASP. Unless otherwise agreed upon with the Authority, the cost of the access control system installation and maintenance of all equipment will be borne by the Operator. The Operator will use the Authority approved vendor for all security related equipment installation and maintenance needs. Operator shall submit a construction security plan for approval for all major construction activity occurring inside the AOA or affecting Airport security.

M. No building, structure, tiedowns, aircraft parking aprons, paving, aircraft taxi areas, or other improvements or additions to the Airport shall be altered, removed, placed, or constructed on the Airport without the written prior approval of the Authority.

N. Insurance. Each Operator shall demonstrate to the Authority's satisfactory evidence of its ability to acquire and maintain insurance coverage in the type and amounts as determined appropriate by the Authority for each particular type of Commercial Aeronautical Activity as follows:
   1. Comprehensive general liability insurance, including automobiles as applicable, covering the Operator (and naming the Authority as an additional insured) against all legal liability for injuries to persons (including wrongful death) and damages to Airport property caused by the Operator's use and occupancy of the Airport, or otherwise caused by the Operator's activities or operations, shall be in force prior to the Operator's entry upon the Airport for the construction of Facilities and prior to the conduct of business. Auto coverage is required if the vehicle is used for business on airport premises. Each Operator shall also maintain fire, casualty, pollution liability, cyber liability, business interruption (in sufficient amounts to enable the Operator to meet its rent obligations), flood, and other appropriate types of coverage with insurers acceptable to the Authority, in such amounts as determined

appropriate by the Authority, including hazard and extended coverage for all leasehold improvements (including building, parking lot, and utilities), chattels, furniture, fixtures, machinery, and equipment located within the Operator's Premises.

2. Evidence of compliance with Montana law with respect to worker's compensation and unemployment insurance; the insurance company, or companies, writing the required policy, or policies, shall be qualified and licensed to transact business in the State of Montana.

3. All insurance that an Operator is required to carry and keep in force shall include the Authority, their respective officers, agents, and employees as named additional insured parties, as well as a waiver of subrogation in favor of the Authority.

4. Each Operator shall furnish evidence of compliance with this requirement to the Authority with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than 10 days prior to any such changes, if the change results in a reduction of coverage, and not more than 5 days after such change if the change results in an increase in coverage.

5. Where more than one Commercial Aeronautical Activity is proposed by an Operator, the minimum limits will vary, depending upon the nature of individual services, but will not necessarily be cumulative in all instances. Because of variables based upon the particular insurance coverage and the nature of the Commercial Aeronautical Activity, the applicable minimum insurance coverage on combinations of services will be determined by the Authority prior to execution of an Agreement.

6. See Exhibit 1 for specific insurance requirements.

O. Each Operator shall comply with applicable Environmental Laws and other applicable environmental regulations as may be required by the State of Montana. Operators shall be responsible for all cleanup costs caused by their Commercial Aeronautical Activity including but not limited to the spill of lavatories, biohazard products, petroleum products, hazardous materials, firefighting agents, or any material or chemical regulated by the Environmental Laws.

P. Each Operator shall pay all applicable sales, use, intangible, and ad valorem taxes of any kind, assessed against any Premises it occupies or uses on the Airport, the real property, and any improvements thereon, or which result from the Operator's occupancy or use of the Airport, whether levied against the Operator or Authority.

Q. Right to Self-Serve.
   1. An aircraft owner or the aircraft owner's employees may perform Self-Services (fueling, maintenance, or repair) only on the aircraft owner's aircraft utilizing the aircraft owner's vehicles, equipment, and resources ("Self-Service"). An aircraft owner or the aircraft owner's employees are permitted to perform such Self-Services on the aircraft owner's aircraft provided there is no attempt to perform such services for others for compensation and further provided that such right is conditioned upon compliance with all applicable Laws and Regulations.
   2. If the right to Self-Service is not exercised, an aircraft owner is only permitted to have the aircraft owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Aeronautical Activities at the Airport.
   3. No Operator or lessee is required or obligated to allow an aircraft owner or the aircraft owner's employees to engage in Self-Service activities on its exclusive Premises.
   4. Self-Service activities cannot be contracted out to a third-party. Upon request, the aircraft owner shall provide proof (such as a W-2) that the individual(s) engaging in Self-Service activities are employees of the aircraft owner.

SECTION 4. COMMERCIAL REQUIREMENTS

In addition to complying with all General Requirements set forth in Section 3 of these Minimum Standards, all Commercial Aeronautical Operators shall also be required to comply with the requirements outlined in this Section.

A. Experience/Capability

1. Each Operator shall demonstrate the Operator's aviation/business background and experience are appropriate for the proposed Commercial Aeronautical Activity and that the Operator has the resources to realize its business objectives.
2. Operators shall conduct Commercial Aeronautical Activities within all applicable industry standards and with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports.
3. Each Operator shall provide evidence, satisfactory to the Authority, of its financial responsibility. The Operator shall also demonstrate financial capability to initiate operations, to construct proposed Facilities, and carry on the proposed business.
4. The Operator shall also have the financial ability to:
   a. Pay all rents, fees, or other charges due and owing the Airport;
   b. Develop and maintain the required land and Improvements;
   c. Procure and maintain the required vehicles, Equipment, and/or Aircraft necessary for the required Commercial Aeronautical Activities; and
   d. Employ properly skilled Employees necessary for the Activities.

B. Products, Services, and Facilities

1. The Authority expects that each Operator will provide a standard of service that is at least as high as that which is typical and expected at similarly situated airports elsewhere in the country. Each Operator shall also furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and not unjustly discriminatory basis to all users who wish to use the Operator's services. Each Operator shall maintain and operate its facilities and business in a first-class manner and shall at all times keep its Premises in a safe, clean, and orderly condition, consistent with the business activity contemplated hereunder and the reasonable satisfaction of the Authority.
2. The Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility offered.

C. Aircraft, Equipment and Vehicles

1. All Operators' required aircraft, equipment, and vehicles necessary to conduct Commercial Aeronautical Activities shall be maintained in a fully operational and safe condition.
2. Operators' aircraft, equipment, and vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency

maintenance as long as the appropriate measures are being taken to return the aircraft, equipment, or vehicle to service as soon as possible and fully operational back-up aircraft, equipment, or vehicles are available within a reasonable period of time to provide the required product or service.

3. Where more than one Commercial Aeronautical Activity is being provided by an Operator, multiple uses can be made of aircraft, except aerial applicator (agricultural) aircraft and those aircraft designated as intended for a single use by FAA regulations.

D. On-Site Management and Employees (if applicable)

1. The Operator shall employ a qualified, experienced, and professional on-site manager who is responsible for:
   a. The day-to-day management of the Operator's Commercial Aeronautical Activity, employees, and leased Premises if applicable; and
   b. Ensuring compliance with all contractual terms and conditions set forth in any Agreement with the Authority and with these Minimum Standards.
2. The Operator shall have in its employ, on duty, and immediately available during hours of activity, properly trained, qualified, and courteous employees in such numbers that meet the reasonable demands of customers for each Commercial Aeronautical Activity being conducted by Operator. Multiple responsibilities may be assigned to Personnel to meet the requirements set forth herein.
3. Operators may contract with any person or entity to perform certain Commercial Aeronautical Activities on behalf of the Operator, provided that the Operator and its contracted person or entity meet or exceed all requirements of these Minimum Standards and comply with all Laws and Regulations.

E. Hours

1. Operators shall maintain hours of operation necessary to meet the reasonable demands of its customers. Hours of operation and contact information for after-hours services shall be clearly posted in public view using appropriate and professional signage approved, in advance, by the Authority.

SECTION 5. APPLICATION AND COMMERCIAL OPERATING AGREEMENT

Any Fixed Base Operator (FBO) and/or Specialized Aviation Service Operators (SASO) conducting business at the Airport requires an Agreement between the prospective FBO and/or SASO and the Authority. Demonstration of intent to conduct a Commercial Aeronautical Activity at the Airport shall be by application to the Authority. The application shall consist of a written proposal to the Authority and contain the following minimum information:

A. General

1. The proposed nature of the Commercial Aeronautical Activity(ies) with the names of all persons including partners, directors, and/or corporate officers and those who will be managing the business as the Operator.

2. A statement of the applicant's past experience in the specified Commercial Aeronautical Activity applied for, including resumes of management and supervisory Personnel directly responsible for the proposed operation, together with business, financial, and managerial references.
3. A map to scale of the amount, configuration, and location of property requested for use as Applicant's Premises should Applicant desire to lease property;
4. A detailed description of each proposed Commercial Aeronautical Activity, including the proposed date of commencement of the activity, proposed hours of operation, and proposed structure of fees and charges.
5. Preliminary plans, and dates for any improvements which the applicant intends to make on the Airport as part of the Commercial Aeronautical Activity for which approval is sought. Applicant must comply with applicable local, Gallatin County, and Airport requirements.
6. An overview of the proposed business and approach to offering the Commercial Aeronautical Activity at the Airport.
7. A listing of assets owned, or being purchased, or leased which will be used in the Commercial Aeronautical Activity at the Airport.
8. An agreement to provide a performance bond or suitable guarantee of adequate funds to the Authority to be used to defray expenses and fees normally paid by the Lessee.
9. A statement that the Operator has the appropriate licenses and permits required by local, state, or federal law for the conduct of the proposed Commercial Aeronautical Activity, including licenses and permits required for any Personnel who will manage or operate the Commercial Aeronautical Activity or who will perform any services in connection with the proposed Commercial Aeronautical Activity.
10. Proof of ability to obtain liability insurance coverage for the Commercial Aeronautical Activity(ies) including but not limited to, flight operations, itinerant Aircraft, Vehicles, and FBOs and Premises insurance.
11. Operator may provide reasonable discounts, rebates, or other similar types of price deductions to volume purchasers.
12. The applicant shall agree to provide any additional information and material necessary or requested by the Authority to establish to the satisfaction of the Authority that the proposed Operator can qualify and will comply with these Minimum Standards.

B. Action on Application
   1. All completed proposals will be reviewed and acted upon within 90 days from receipt of application.
   2. The Authority has the sole authority to permit or deny applications in open public meetings unless otherwise designated by the Authority.
   3. Applications may be approved if the following requirements are met:
      a. The application meets qualifications, standards, and requirements established by these Minimum Standards.

b. There is appropriate or adequate space available or building on the Airport to accommodate the proposed Commercial Aeronautical Activity of the applicant.
c. The applicant's proposed operations or construction will not create a safety hazard on the Airport.
d. The granting of the application will not require the significant expenditure of Airport funds, labor, or materials on the facilities described in or related to the application, and the operation will not result in a financial loss to the Airport or Authority.
e. The proposed Airport development or construction complies with the Airport Master Plan and or the Airport Layout Plan (ALP) subject to FAA review and approval of the lease agreement(s).
f. The development or use of the area requested will not result in a congestion of Aircraft or buildings, will not result in unduly interfering with the operations of any present FBO or SASO on the Airport, such as problems in connection with air traffic or service, will not prevent free access and egress to the existing FBO or SASO area, and will not result in depriving, without the proper economic study, an existing FBO of portions of its Leased area in which it is operating.
g. The applicant has not supplied false information, has not misrepresented any material fact in the application or in supporting documents, and has not failed to make full disclosure on the application.
h. The applicant has not defaulted in the performance of any Agreement with the Authority, or any Agreement at any other Airport.
i. The applicant has the financial resources necessary to conduct the proposed operation.
j. The applicant has not committed any crime, or violated any local, state, or federal ordinance, law regulation, including FAA and United States Department of Homeland Security, which adversely reflects on its ability to conduct Commercial Aeronautical Activity applied for.
k. The applicant agrees to adequate financial assurances required by the Authority if deemed necessary to protect the interests of the Authority.

C. Approved Agreement
1. The Agreement will serve as written authorization for an Operator to engage in one (1) or more specific Commercial Aeronautical Activities at the Airport. These Minimum Standards will be incorporated into each Agreement by reference and shall govern all Commercial Aeronautical Activities authorized under said Agreement unless a specific variance is granted in writing by the Airport.
2. Each Agreement shall provide that, except where, and to the extent, it is caused by the negligence or willful misconduct of Authority Parties, each Operator shall protect, defend, reimburse, indemnify, and hold Authority Parties free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including actually incurred reasonable attorney's fees and costs, as well as fees and costs of consultants and experts reasonably and actually incurred

in connection with the indemnified incident) and causes of action of every kind and character, whether or not meritorious, against or from Authority Parties by reason of any damage to property, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with the Operator's negligent performance of any obligation under an Agreement, or any of its officers, Personnel, agents, licensees, or contractors, use or occupancy of the Airport, Operator's compliance with the Airport Security Program, Operator's negligent acts, omissions, or operations hereunder, or the performance, non-performance, or purported performance of the Operator or any breach of the terms of an Agreement by the Operator. The Operator shall indemnify, save, hold harmless, reimburse, and defend Authority Parties, individually or collectively, from and against any and all actions, all reasonable expenses, and any fines, which in any way arise from or are based upon the violation of any federal, state, or municipal laws, statutes, ordinances, or regulations, by Operator, or any of its officers, directors, agents, Personnel, licensees, successors, and assigns, or those under its control, except to the extent caused by the negligence or willful misconduct of an Authority Party. Provided, however, that upon the filing by anyone of a claim with the Authority Parties for damages arising out of incidents for which the Operator herein agrees to indemnify and hold the Authority Parties harmless, the Authority Parties shall promptly notify the Operator of such claim and, in the event that the Operator does not settle or compromise such claim, then the Operator shall undertake the legal defense, with legal counsel reasonably approved by the Authority Parties, of such claim both on behalf of the Operator and on behalf of the Authority Parties. It is specifically agreed, however, that the Authority, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against the Authority Parties for any cause for which Authority Parties provided the required notice and for which the Operator is liable shall be conclusive against the Operator as to liability and amount upon the expiration of the time for appeal there from. Each Operator's indemnity and defense obligations shall survive the expiration or sooner termination of its Agreement.

3. The Agreement will be valid for the time period indicated in the Agreement as long as Operator meets the following requirements:
    a. The information submitted by Operator is and remains current. Operator shall notify the Authority in writing within 90 calendar days of any change to the information submitted by Operator.
    b. Operator remains in full compliance with all applicable Laws and Regulations and the terms and conditions of the Agreement.
    c. The Agreement may not be assigned or transferred and shall be limited solely to the approved Commercial Aeronautical Activity identified in the Agreement.

D. Existing Operator with an Existing Agreement
   1. No Change in Scope of Activities – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Commercial Aeronautical Activity permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Laws and Regulations.
   2. Change in Scope of Activities – Prior to engaging in any new Commercial Aeronautical Activity not permitted under an existing Agreement or changing or expanding the scope of Commercial Aeronautical Activity permitted under an existing Agreement, Operator shall complete and submit an Application to, and receive an Agreement from, the Authority prior to conducting new Commercial Aeronautical Activity not permitted under an existing Agreement. All existing Operators shall become subject to the then-current Minimum Standards upon the modification, amendment, extension, or renewal of an existing Agreement.

SECTION 6. MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBO)

An FBO engages in and furnishes a full range of aeronautical services to airport users. Only FBOs shall be permitted to provide the sales and dispensing of aviation fuels.

A. FBO

1. Premises

a. FBOs shall lease Premises sufficient to provide for hangars and other necessary buildings, aircraft apron and taxiway access, paved automobile parking, paved pedestrian walkways, fuel farm storage facilities, and all storage, servicing utilities and support facilities. The minimum Premises shall include the following minimum facilities:

i. 30,000 square feet of aircraft hangar bays for aircraft storage for required and or optional FBO services.

ii. 1,500 square feet of administrative space, including: a public lobby/customer service area; two public restrooms (including one that is ADA compliant); pilot lounge; flight planning area; conference room; and offices. The administrative space must include all of the requirements listed above within a single facility;

iii. FBOs shall further have available, either within its Premises or for its continuous use, a contiguous aircraft apron with taxiway access sufficient to accommodate the parking, staging, and maneuvering of based and transient aircraft.

iv. FBOs shall also lease within its Premises, or build and install, maintain, and manage a fuel storage area in a contiguous or non-contiguous area of Airport Property consisting of aboveground storage tanks, with a minimum aggregate storage capacity of 40,000 gallons for Jet-A fuel and 12,000 gallons of Avgas fuel.

v. mobile aircraft fueling vehicle parking area; and

vi. public automobile parking area with a minimum of 20 paved spaces including appropriate number of ADA compliant spaces per code.

Premises	Provider Minimum Requirements
Hangar Space	30,000 square feet
Administrative Space	1,500 square feet
Aircraft Parking Apron	Sufficient to accommodate demand
Automobile Parking	20 paved spaces including ADA (per Code)
Aircraft Fuel	40,000 gals Jet A; 12,000 gals Avgas

2. Scope of Services and Hours of Operation

FBOs shall provide at least the following comprehensive commercial aeronautical services to the public, regardless of type of operation or type of aircraft. FBOs may reasonably alter their business hours only upon prior written approval of the Authority. FBOs shall ensure that at least two fully trained and qualified fuel service Personnel are on duty during the required hours of operation.

Service	Provider Requirements	Hours of Operation
Required		
Aircraft Fuel and Lubricants	Required; provided by authorized FBO only	0600–2200 daily
Aircraft Ground Handling Services	Required; provided by authorized FBO only	0600–2200 daily
Customer Service	Required; provided by authorized FBO only	0600–2200 daily
Deice Services	Required; provided by authorized FBO only	0600–2200 daily; as needed during winter operations
Disabled Aircraft Assistance	Required; provided by authorized FBO only	0600–2200 daily; one hour response outside normal business hours
Optional		
Flight Training	Optional; provided by authorized FBO or through third-party SASO with prior Authority approval	As approved by the Authority
Aircraft Maintenance and Repair	Optional; provided by authorized FBO or through third-party SASO with prior Authority approval	As approved by the Authority
Aircraft Rental	Optional; provided by authorized FBO or through third-party SASO with prior Authority approval	As approved by the Authority
Aircraft Sales	Optional; provided by authorized FBO or through third-party SASO with prior Authority approval	As approved by the Authority
Aircraft Charter and Taxi	Optional; provided by authorized FBO or through third-party SASO with prior Authority approval	As approved by the Authority

3. General
    a. In addition to complying with all General Requirements set forth in Section 3 and Commercial Requirements set forth in Section 4 of these Minimum Standards, FBOs shall also be required to comply with the following requirements:
        i. Provide escorts for flight crews and passengers to and from all aircraft parking aprons in compliance with the Airport's Airport Security Program.
        ii. Train all Aircraft Fuel handling Personnel in the safe and proper handling, dispensing, and storage of Aircraft Fuel. Acceptable training shall be an FAA-approved safety training course in accordance with the latest version of FAA AC 150/5230-4, Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports; the National Air Transportation Association's Safety-First Program; or an equivalent training program acceptable to the Authority. All training records and qualifications shall be provided to the Authority upon request in accordance with 14 CFR Part 139.321, as applicable.

4. Service Descriptions and Minimum Requirements
    a. Aircraft Fuel and Lubricants
        i. Provide for the sale and into-plane delivery of common and recognized brands of Aircraft Fuel, lubricants, and other aviation petroleum products. FBOs shall further provide, store, and dispense Jet-A or Avgas fuel solely from approved mobile aircraft fueling vehicles/vessels for dispensing Aircraft Fuel at aircraft parking/tiedown locations.
        ii. Provide and supply Aircraft Fuel spill kits on the Premises for use in the event of a release or discharge of Aircraft Fuel onto paved surfaces of the Airport.
        iii. Provide monthly fuel reports, including total gallons of fuel delivered to the FBO by type, to the Authority.
        iv. Respond to requests for Aircraft Fuel as soon as practicable of receiving a request.
        v. Develop and maintain an Aircraft Fuel Spill Prevention, Countermeasures, and Control (SPCC) Plan, a copy of which shall be provided to the Authority no later than 30 days prior to commencing fueling operations and anytime the SPCC Plan is updated.

5. Aircraft Fuel Storage Areas
   FBOs shall ensure that all Aircraft Fuel storage areas are provided with filter-equipped Aircraft Fuel dispensers with separate dispensing pumps and meter systems for each grade of Aircraft Fuel provided. The design, construction, and operation of fuel storage areas shall conform to the Authority Rules and Regulations, as well as all applicable local, state, and federal laws and regulations, including the National Fire Protection Association; Air Transport Association Specification 103, Standard for Jet Fuel Quality Control at Airports; Environmental Laws; and state regulations pertaining to Aircraft Fuel spill prevention and containment measures. The Authority shall have the authority and right to inspect all fuel storage areas in accordance with 14 CFR Part 139.327.

6. Ground Handling Services
   a. FBOs shall provide the following aircraft ground handling services during the required hours of operation:
      i. aircraft apron/tiedown parking assistance for any aircraft occupying or using the aircraft apron/tiedown area used by the FBO (even if such area is not with the Premises), including ramp Personnel and vehicles as needed;
      ii. tiedown anchors and ropes/chains as applicable;
      iii. mobile forced air engine preheat;
      iv. mobile ground power units with appropriate power and surge capacity;
      v. aircraft towing services capable of moving ADG III aircraft;
      vi. incidental cabin cleaning;
      vii. mobile aircraft anti-ice and deice services conducted in areas authorized by the Authority;
      viii. aircraft lavatory service;
      ix. hangar storage; and
      x. assistance with enplaning and deplaning all aircraft passengers and baggage.

7. Customer Service
   a. FBOs shall provide the following customer services:
      i. services to facilitate airborne customer requests;
      ii. a vending area within the Premises with the availability of both hot and cold beverages and prepackaged snacks;
      iii. a flight planning area properly equipped to assist flight crews with flight planning needs.

iv. a convenient, comfortably furnished public waiting area that is first-class and representative of a high-end VIP lounge, with adjoining restroom facilities;
v. assistance with ground transportation services and rental car availability;
vi. aviation-grade inflight oxygen refills upon 24-hour prior request;
vii. acceptance of one or more national bank or oil company credit cards for fueling, line, and related services;
viii. accommodation arrangements;
ix. the collection and remittance to the Authority of all general aviation landing fees, parking fees, and other user fees, as applicable, should the Authority so request. This includes collection of and/or participation in international facilities (U.S. Customs) user fees and services; and
x. at least one courtesy vehicle.

8. Disabled Aircraft Assistance
   During normal business hours, FBOs shall provide equipment and trained Personnel to remove disabled aircraft from the runways, taxiways, and other areas of the AOA within 30 minutes of notice. Outside of normal business hours, response shall be within 1 hour of notice by the Authority. FBOs shall perform such service on request of the owner or operator of the disabled aircraft or the Authority. Aircraft with disabled landing gear, flat tires, or damaged wheels that require rigging or other equipment not generally available from an FBO, or that require expertise that is not expected of line Personnel, are exempt; however, FBOs shall provide assistance to such disabled aircraft to the best of their ability. The Authority will coordinate the necessary Hold Harmless agreement(s) to help facilitate prompt removal assistance by the FBO.

9. Optional Services
   FBOs may provide optional services as identified in Part 2 of this Section themselves, if they offer such services, or through a sublease or third-party contractor arrangement (SASO). Service providers shall comply with the Minimum Standards for the listed Commercial Aeronautical Activity and obtain written approval from the Authority prior to subleasing or entering into a contract arrangement with such entity for the provision of a required Commercial Aeronautical Activity.

10. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1.

11. Prohibited Services and Activities

Except as incidental to its charter (as an optional service) or other operations, FBOs shall not conduct or permit in-flight catering services, ground catering, restaurant, or lounge operations on or from the Premises without prior written consent of the Authority and with provisions for the payment of rent or percentage of rent as the Authority may prescribe. FBOs shall be further prohibited from engaging in commercial automobile leasing, commercial taxi or limousine services, or selling or distributing alcoholic beverages; or operating a paid public parking area or other service not previously authorized by the Authority. FBOs shall also be prohibited from providing services to aircraft operators who are required by Authority policies or rules to use the terminal building without advance approval from the Authority, in its reasonable discretion.

SECTION 7. MINIMUM STANDARDS FOR SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

In addition to complying with all General Requirements set forth in Section 3 and Commercial Requirements set forth in Section 4 of these Minimum Standards, SASOs providing one or more of the following commercial aeronautical activities shall comply with the Minimum Standards described herein. SASOs are encouraged to sublet Premises from an FBO; however, if suitable land or Premises are not available or cannot be obtained from an FBO, then SASOs shall sublease Premises from either another SASO or lease directly from the Authority land or existing facilities, if available.

A. Flight Training Business

Scope of Service

Flight training business SASO is a person or persons, or entity, engaged in instructing pilots in dual and solo operation of aircraft and providing such related ground school instruction as is necessary for taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

1. Minimum Standards

A Flight Training Business SASO shall:

a. Demonstrate to the Authority that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport. The Permitted area must include adequate administrative space with a customer service area and, at a minimum one ADA-compliant public restroom. If the facility provides public access, two public restrooms are required, including at least one ADA- compliant restroom. All required administrative space, customer service areas, and restroom facilities must be located within a single facility.
b. Provide flight training services certificated by the FAA in compliance with either 14 CFR Part 61 or 14 CFR Part 141.
c. Provide sufficient Personnel, properly certificated by the FAA as a flight instructor(s), to provide the type of flight training being offered.
d. Have the Permitted Area open and services available for the appropriate number of hours and days to provide the type of flight training being offered.
e. Provide the appropriate number of airworthy aircraft suitably equipped for and meeting all the requirements of the FAA with respect to the type of flight training operation(s) to be performed;

f. Provide sufficient Personnel to provide on-demand ground school instruction sufficient to enable students to satisfactorily pass the FAA written examinations for an instrument rating and commercial pilot's license.
g. Obtain a Flight Training Business Operating Agreement from the Authority in compliance with Section 5 of these Minimum Standards including the following:
    i. Written assurance that all local, state, and federal statutes, rules, and regulations will be complied with at all times.
    ii. A certification indemnifying and holding harmless the Authority for operations on the Airport.
    iii. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1.

B. Independent Flight Instructor
Scope of Service

An independent flight instructor SASO is a person or entity engaged in independent flight instruction. An independent flight instructor SASO will be permitted to provide aircraft flight instruction based on times of the Operator's choosing with prior written authorization from the Authority. A person who provides occasional flight instruction to an aircraft owner in the owner's aircraft and is not compensated by the aircraft owner or any other party and does not make flight instruction available to the public, shall not be deemed a Commercial Aeronautical Activity.

1. Minimum Standards
Independent Flight Instructor SASOs shall:

a. Obtain an Independent Flight Instructor Operating Agreement from the Authority in compliance with Section 5 of these Minimum Standards including the following:
    i. Proof of proper and current licenses certified by the FAA, with appropriate ratings to cover the type of flight instruction being offered.
    ii. Written assurance that all local, state, and federal statutes, rules, and regulations will be complied with at all times.
    iii. A certification indemnifying and holding harmless the Authority for operations on the Airport.
    iv. The availability appropriate to provide the type of Independent Flight Instruction being offered.

v. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1. In addition, student and renter's liability shall be readily available for purchase by students and renters for the delivery of aircraft flight training and aircraft rental services.

C. Aircraft Maintenance and Repair (Minor and Specialized)
Scope of Service

An Aircraft Maintenance and Repair SASO is a person or persons, or entity, engaged in aircraft maintenance and repair operators, including mobile/Aircraft-on-Ground (AOG) service providers. An Aircraft Maintenance and Repair SASO will be permitted to provide aircraft maintenance services on a full or part-time basis with prior written authorization from the Authority.

1. Minimum Standards

Aircraft Maintenance and Repair SASOs shall:

a. Demonstrate to the Authority that adequate Permitted area is available to conduct the proposed Commercial Aeronautical Activity at the Airport. The Permitted area must include adequate administrative space with a customer service area and, at a minimum one ADA-compliant public restroom. If the facility provides public access, two public restrooms are required, including at least one ADA- compliant restroom. All required administrative space, customer service areas, and restroom facilities must be located within a single facility.
b. Vehicle parking for employees and customers may be required in the hangar depending on the Permitted Area.
c. If a mobile/AOG service only, the Permitted Area is not required. Mobile/AOG operations shall not create a safety hazard on the Airport or interfere with the operations of any present FBO or other SASO using public apron space on the Airport.
d. Obtain an Aircraft Maintenance and Repair Operating Agreement from the Authority in compliance with Section 5 of these Minimum Standards including the following:
    i. A statement the Operator has the proper and current licenses to cover the type of Aircraft Maintenance and Repair services offered.
    ii. Written assurance that all local, state, and federal statutes, rules, and regulations will be complied with at all times.

iii. A certification indemnifying and holding harmless the Authority for operations on the Airport.
iv. The availability appropriate to provide the type of Aircraft Maintenance and Repair services being offered.
v. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1.

D. Aircraft Rental

Scope of Service

An Aircraft Rental SASO is a person or persons, or entity, engaged in the rental of aircraft to the public.

1. Minimum Standards

An Aircraft Rental SASO shall:

a. Demonstrate to the Authority that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport. The Permitted area must include adequate administrative space with a customer service area and, at a minimum one ADA-compliant public restroom. If the facility provides public access, two public restrooms are required, including at least one ADA- compliant restroom. All required administrative space, customer service areas, and restroom facilities must be located within a single facility. Vehicle parking for employees and customers may be required in the hangar depending on the Permitted Area.
b. Have available for rental, either owned or under written lease to the SASO, a minimum of one aircraft to handle the proposed scope of the operation or as sufficient to provide for public demand.
c. Have available on an appropriate basis at least one flight instructor who is currently certificated by the FAA to provide aircraft checkout training services for customers renting aircraft.
d. Maintain during the Term of their Agreement proper licenses and operate its aircraft rental service in conformance with all appropriate FAA regulations.
e. Obtain an Aircraft Rental Operating Agreement from the Authority in compliance with Section 5 of these Minimum Standards including the following:
    i. Written assurance that all local, state, and federal statutes, rules, and regulations will be complied with at all times.

ii. A certification indemnifying and holding harmless the Authority for operations on the Airport.
iii. The availability appropriate to provide the type of Aircraft Rental services being offered.
vi. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1. In addition, renter's liability shall be readily available for purchase by renters for the delivery of aircraft rental services.

E. Aircraft Detailing Services

Scope of Service

An Aircraft Detailing Services SASO is a person or persons, or entity, engaged in aircraft detailing services including mobile detailing services. An Aircraft Detailing Services SASO will be permitted to provide aircraft cleaning and detailing services at times of the Operator's choosing with prior written authorization from the Authority.

1. Minimum Standards

An Aircraft Detailing Services SASO shall:

a. Demonstrate to the Authority that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport. The Permitted area must include adequate administrative space with a customer service area and, at a minimum one ADA-compliant public restroom. If the facility provides public access, two public restrooms are required, including at least one ADA- compliant restroom. All required administrative space, customer service areas, and restroom facilities must be located within a single facility.
b. If a mobile aircraft detailing service only, the Permitted Area is not required.
c. Aircraft Detailing Services shall be limited to aircraft only. No vehicles or ground equipment.
d. Aircraft Detailing Services operations will not create a safety hazard on the Airport or interfere with the operations of any present FBO or other SASO using public apron space on the Airport
e. Obtain an Aircraft Detailing Service Operating Agreement from the Authority in compliance with Section 5 of these Minimum Standards including the following:
    i. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times, including the Authority's applicable industrial stormwater general permit.
    ii. A certification indemnifying and holding harmless the Authority for operations on the Airport.

iii. The availability appropriate to provide the type of Aircraft Detailing Services being offered.

iv. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1.

F. Aircraft Sales

Scope of Service

An Aircraft Sales SASO is a person or persons, or entity, engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet a guarantee or warranty on new or used aircraft sold by business.

1. Minimum Standards

Aircraft Sales SASOs shall:

a. Demonstrate to the Authority that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport. The Permitted area must include adequate administrative space with a customer service area and, at a minimum one ADA-compliant public restroom. If the facility provides public access, two public restrooms are required, including at least one ADA- compliant restroom. All required administrative space, customer service areas, and restroom facilities must be located within a single facility.

b. Have available for sale new or used aircraft through franchises or licensed dealerships or distributorships (either on a retail or wholesale basis) of an aircraft manufacturer and provide such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold.

c. Obtain an Aircraft Sales Operating Agreement from the Authority in compliance with Section 5 of these Minimum Standards including the following:

d. A Statement the Operator has the proper and current licenses to cover the type of Aircraft Sales services offered.

i. Written assurance that all local, state, and federal statutes, rules, and regulations will be complied with at all times.

ii. A certification indemnifying and holding harmless the Authority for operations on the Airport.

iii. The availability appropriate to provide the type of Aircraft Sales services being offered.

iv. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1.

G. Aircraft Charter and Air Taxi

Scope of Service

An Aircraft Charter and Air Taxi SASO is a person or persons, or entity, engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis (Commercial Operation) or as an air taxi operator as defined by Federal Aviation Regulations. For purposes of these Minimum Standards, the following minimum standards are applicable to Airport based Aircraft Charter and Air Taxi operators.

1. Minimum Standards
   An Aircraft Charter and Air Taxi SASO shall:

   a. Demonstrate to the Authority that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport. The Permitted area must include adequate administrative space with a customer service area and, at a minimum one ADA-compliant public restroom. If the facility provides public access, two public restrooms are required, including at least one ADA- compliant restroom. All required administrative space, customer service areas, and restroom facilities must be located within a single facility. Vehicle parking for employees and customers may be required in the hangar depending on the Permitted Area.
   b. The Operator shall provide, either owned by or under exclusive written lease to Operator, not less than one properly appropriately certificated and airworthy aircraft suitably equipped for and meeting all the requirements of the FAA with respect to the type of air charter or air taxi operation to be performed.
   c. The Operator shall have a current FAA Part 135 Certificate or a provisional part 135 Certificate, or the necessary certifications/approvals from FAA.
   f. Obtain an Aircraft Charter and Air Taxi Operating Agreement from the Authority in compliance with Section 5 of these Minimum Standards including the following:
      i. Written assurance that all local, state, and federal statutes, rules, and regulations will be complied with at all times.
      ii. A certification indemnifying and holding harmless the Authority for operations on the Airport.

iii. The availability appropriate to provide the type of Aircraft Charter and Air Taxi services being offered.

iv. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1.

H. Specialized Commercial Flying Services

Scope of Service

A Specialized Commercial Flying Services Operator is a person or persons, or entity, engaged in the business and the use of aircraft for any of the following aeronautical activities:

1. Glider operations;
2. Nonstop sightseeing flights (those that operate within a 50-mile radius of the Airport and begin and end at the same Airport);
3. Aerial application, including crop dusting, seeding, spraying, bird chasing, fish spotting, etc.;
4. Aerial photography or survey;
5. Power line or pipeline patrol; and

a. Minimum Standards

i. Qualifications

A Specialized Commercial Flying Services Operator shall:

(i) If the Operator's Specialized Commercial Flying Services require public access in order to provide their services, the Operator must demonstrate to the Authority that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport. The Permitted area must include adequate administrative space with a customer service area and, at a minimum one ADA-compliant public restroom. If the facility provides public access, two public restrooms are required, including at least one ADA- compliant restroom. All required administrative space, customer service areas, and restroom facilities must be located within a single facility.

(ii) Provide, by means of a business office, electronic mail address, and a telephone, a point of contact for the public desiring to use its services.

(iii) Have Personnel on duty during the approved operating hours, trained Personnel in such numbers as may be required to meet the applicable Minimum Standards herein set forth, or as approved by the Authority, if applicable, in an efficient manner, but never fewer than one person holding a current FAA commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed.

ii. Premises and Equipment

A Specialized Commercial Flying Services Operator shall:

(i) Demonstrate to the Authority that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport. The Permitted area must include adequate administrative space with a customer service area and, at a minimum one ADA-compliant public restroom. If the facility provides public access, two public restrooms are required, including at least one ADA- compliant restroom. All required administrative space, customer service areas, and restroom facilities must be located within a single facility.

(ii) Provide within its Premises sufficient automobile parking space, which may include vehicle parking in hangar, and/or in accordance with other Authority requirements.

(iii) Demonstrate that it has available (either within its Premises or within its Permitted Area) a paved aircraft parking apron, with taxiway access, sufficient for the parking of aircraft to be used in the operation.

(iv) Provide and have based on the Premises, either owned or under written lease to the Operator, no fewer than one airworthy aircraft, suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed.

(v) In the case of crop dusting, aerial application, or other commercial use of chemicals, the Operator shall provide a centrally drained, paved area adequate for all aircraft loading, unloading, washing, and servicing. This area must be built and operated in full compliance with all applicable Environmental Laws and State of Montana regulations governing such activities. The Operator shall also provide for the safe storage and containment of all chemical material. Such facilities will be in a location on the Airport that will provide the greatest safeguard to the public.

(vi) In the case of crop dusting or aerial application, the Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. The

Operator shall also provide adequate ground facilities and equipment for the safe containment, storage, handling, and safe loading of all noxious chemicals and materials in compliance with US Environmental Protection Agency and State of Montana regulations.

iii. Operating Agreement

(i) Obtain an Operating Agreement for the appropriate Specialized Commercial Flying Service from the Authority in compliance with Section 5 of these Minimum Standards including the following:

a. A statement the Operator has proper and current licenses to cover the type of Specialized Commercial Flying Service(s) offered.
b. Written assurance that all local, state, and federal statutes, rules, and regulations will be complied with at all times.
c. A certification indemnifying and holding harmless the Authority for operations on the Airport.
d. The availability appropriate to provide the type of Specialized Commercial Flying Service(s) being offered.

iv. Insurance

(i) Proof that insurance in the types, amounts, and forms, as required by the Authority, and as may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1.

I. Commercial Hangar Operator

1. A Commercial Hangar Operator finances, develops, constructs, owns, or manages facilities for the purpose of subleasing Facilities constructed by a Commercial Hangar Operator are not to be used for any business or purpose other than that authorized by the Authority and, in particular, are not to be used for a FBO or SASO, unless explicitly and separately authorized by the Authority. All Facilities shall be constructed in accordance with the design and construction standards required and established by the Authority and must satisfy all applicable local, state and federal requirements.
2. Commercial Hangar Operators constructing a clear span hangar 4,900 square feet or greater for the storage of one or more aircraft shall have Premises sufficient in size to construct a building, as well as have access (either within its Premises or within its Permitted Area) to an aircraft apron and customer/employee automobile parking,

based on available space, as approved by the Authority. The minimum Premises shall include the following minimum facilities:

a. 4,900 square feet of aircraft hangar bays for aircraft storage, inclusive of 720 square feet of administrative space including: a customer service area; at a minimum one ADA-compliant public restroom. If the facility provides public access, two public restrooms are required, including at least one ADA-compliant restroom. All required administrative space, customer service areas, and restroom facilities must be located within a single facility.
b. Sufficient aircraft parking apron to accommodate the parking, staging, and maneuvering of aircraft associated with the limit service;
c. Sufficient public automobile parking area with a minimum of 10 paved spaces including appropriate number of ADA compliant spaces per code.

Premises	Provider Minimum Requirements
Hangar Space	4,900 square feet
Administrative Space	720 square feet (included in overall hangar space requirement)
Aircraft Parking Apron	Sufficient space to accommodate demand of limited services
Automobile Parking	10 paved spaces including ADA (per Code)

3. In addition to the minimum Premises and facilities identified in I(2) above, a Commercial Hangar Operator who has been explicitly and separately authorized by the Authority to use a commercial hangar to provide limited aeronautical services other than an FBO, the minimum Premises shall include the following scope of services and hours of operation. Optional services shall comply with the Minimum Standards for SASOs as described herein this Section.

a. Scope of Services and Hours of Operation

Service	Provider Requirements	Hours of Operation
Not Permitted		
Aircraft Fuel	Not permitted (incidental lubricants, i.e. engine oil, are permitted in small quantities)	N/A
Required		
Aircraft Storage	Required	N/A
Disabled Aircraft Assistance	Required if aircraft maintenance and repair performed	0800–1700 daily; one hour response outside normal business hours
Optional		
Aircraft Maintenance and Repair	Optional; meets SASO minimum standards	Appropriate to provide the type of service(s) being offered
Aircraft Flight Instruction (including independent)	Optional; meets SASO minimum standards	Appropriate to provide the type of service(s) being offered
Aircraft Rental	Optional; meets SASO minimum standards	Appropriate to provide the type of service(s) being offered
Aircraft Sales	Optional; meets SASO minimum standards	Appropriate to provide the type of service(s) being offered
Aircraft Charter and Taxi	Optional; meets SASO minimum standards	Appropriate to provide the type of service(s) being offered

4. Commercial Hangar Operators who have been explicitly and separately authorized by the Authority to use a commercial hangar to support SASO Operators can provide such support in a commercial hangar with direct landside access through the hangar to the AOA or without.

5. Commercial Hangar Operators must provide proof that insurance in the types, amounts, and forms, as required by the Authority, and as may be occasionally modified by the Authority, is in place prior to commencing services. See Exhibit 1.

SECTION 8. WAIVERS AND VARIANCES

For purposes of this document, a waiver is a grant of a permanent exemption from one or more requirements of the Minimum Standards. A variance is a grant of a temporary modification to one or more requirements of the Minimum Standards designed to address unique facts or hardship for a defined period of time. Unless otherwise delegated to the Authority by the Authority, the decision to issue a waiver and/or a variance will be at the sole discretion of the Authority based on the following:

A. Waivers.

1. The Authority may issue a permanent Waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example and without limitation, law enforcement, disaster relief, search and rescue, fire prevention, and firefighting.
2. The Authority may issue a permanent Waiver for all or any portion of the Minimum Standards to an Operator under the same standards as for issuance of a temporary Variance so long as the Authority also makes the following additional findings:
    a. The special condition or unique circumstance that makes the application of the Minimum Standards unduly burdensome is one that is not likely to abate or change over the term of the Agreement;
    b. Failure to issue a Waiver would burden Airport users in a manner that would be averse to the policies and legal obligations of the Authority; and
    c. The scope of the Waiver is no broader than necessary to ensure that the proposed aeronautical service can be provided at reasonable prices to users of the Airport.

B. Variances.

1. The Authority may approve a temporary Variance of the Minimum Standards upon a finding that all of the following conditions exist:
    a. The Commercial Aeronautical Operator seeking the Variance will be the only Commercial Aeronautical Operator providing a specific product, service, or facility at the Airport as of the effective date of its lease, permit, license, or other Agreement;
    b. A special condition or unique circumstance makes the application of the Minimum Standards unduly burdensome;
    c. The temporary Variance is narrowly tailored (in time and scope) to mitigate the special condition or unique circumstance;
    d. The Commercial Aeronautical Operator has agreed to fully comply with the Minimum Standards within a prescribed schedule not to exceed six (6) months;

e. The Authority may enforce the Commercial Aeronautical Operator's compliance with the schedule through its lease, permit, license, or other Agreement;
f. The temporary Variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport; and
g. The Commercial Aeronautical Operator will provide high-quality products, services, and facilities to Airport users that are deemed by the Authority to be important to users of the Airport, which could not otherwise be provided absent the temporary Variance.

C. Process.

a. Prior to issuing a Waiver or Variance, the Authority shall provide written notice to all other Commercial Aeronautical Operators at the Airport and request comment on the request and its potential impact.
b. Issuance of a Waiver or Variance will be accompanied by a public report and findings demonstrating compliance with requirements of this section.
c. A Wavier or Variance issued by the Authority hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance, and shall not serve to amend, modify, or alter the Minimum Standards and shall be transferrable or assignable only with the prior approval of the Authority.

SECTION 9. FEDERAL AVIATION ADMINISTRATION REQUIRED AGREEMENT PROVISIONS

A. General

1. Each Agreement shall contain the following provisions regarding subordination, emergency leasing to the United States, and non-discrimination, as such provisions may be amended. The language for these provisions is as follows:
    a. Each Agreement shall be subordinate to the provisions of any existing agreement between the Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of federal funds for the development of the Airport.
    b. During times of war or national emergency, the Authority shall have the right to lease the landing area, or any part of the Airport, to the United States government for military or naval use, and if any such lease is executed, the provisions of the Authority's lease with the Operator shall be suspended.
    c. All facilities located on the Airport and developed with federal financial assistance and all facilities usable for landing and taking off of aircraft will be available to the United States for use by government aircraft in common with other aircraft at all times without charge, except if the use by government aircraft is substantial, then a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.
    d. As a condition of the use of the Airport, each Operator shall undertake an affirmative action program as required by FAA regulations, 14 CFR Part 152, Subpart E, "Nondiscrimination in Airport Aid Program," or as otherwise approved by the FAA, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, or handicap be excluded from participation in any employment activities covered in such Subpart E. Each applicable Operator shall not exclude any person on such grounds from participating in or receiving the services or benefits of any program or activity covered by such Subpart E. Each applicable Operator shall require that its covered suborganizations provide assurances to the Operator that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
    e. The Operator shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may

make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

f. As required by FAA regulations, 14 CFR Part 152, Subpart E, "Nondiscrimination in Airport Aid Program," or as otherwise approved by the FAA, each Operator for itself, its personal representatives, its successors in interest, and its assignees shall agree that:

g. No person on the grounds of race, creed, color, national origin, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, including participation in any employment activities covered in such Subpart E.

h. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

i. The Premises are to be used in compliance with all other requirements imposed by or pursuant to 49 CFR, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," and as said regulation may be amended.

j. In the event of breach of any of the above non-discrimination covenants, the Authority shall have the right to terminate the Agreement and re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

SECTION 10. VIOLATIONS

Any violation of these Minimum Standards may result in the loss of the right to operate at the Airport or termination of an Agreement. These Minimum Standards shall be in full force and effect from and after their passage and adoption.

EXHIBIT 1

MINIMUM INSURANCE REQUIREMENTS