



Centennial Airport's Minimum Standards for Commercial Aeronautical Activities

PART 2 — GENERAL REQUIREMENTS AND STANDARDS

The general requirements set forth herein and in the specific activity requirements under PART 3, Sections (2) through (12) are the minimum which the Authority will require in agreements authorizing commercial activities and unless specifically limited, do not preclude applicants from seeking greater operating authority.

These general requirements cover the following categories for all applicants: 1) a written agreement with the Authority; 2) ground space, facilities and accommodations; 3) licenses and certifications; 4) personnel; 5) aircraft leaseback, sublease, or other operating agreements; 6) insurance; 7) motor vehicles used in operations; and 8) fees.

WRITTEN AGREEMENT WITH AUTHORITY

Prior to the commencement of an operation, the operator will be required to enter into an agreement with the Authority. Such agreements will recite the terms and conditions under which the business will be operated on the airport, including but not limited to, the term of the agreement, the rentals, fees, and charges, the rights and obligations of the respective parties understood, therefore, that neither conditions therein contained nor, those set forth in these Minimum Standards represent a complete recitation of the provisions to be included in the written agreement. Such provisions, however, will neither change nor modify the Minimum Standards nor be inconsistent therewith. Where the operator is a sublessee of a Fixed Base Operator, the term of the Agreement will be limited to the term of the Sublease not to exceed ten years.

GROUND SPACE, FACILITIES, AND ACCOMMODATIONS

The operator shall lease, sublease, and/or construct sufficient ground space, facilities and accommodations for the proposed commercial activity. Operator must provide copies of such leases or subleases to the Authority. Also, refer to the specific activity requirements sections for more specific ground space and facilities requirements than those listed below:

- a. ***A full description and drawing of the location of the ground space, facilities, and accommodations to be utilized solely for the operator's proposed commercial activity.***

Operator must identify the location of its aircraft parking and staging areas, customer lounges, baggage handling for 380 Operations, vehicle parking areas, and restrooms.



b. The **ground space** shall include a paved walkway within the leased or subleased area to accommodate pedestrian access to the operator's office, and when appropriate, a paved aircraft apron with tie-down or hangar facilities within the leased area sufficient to accommodate the activities being performed. Ground space shall also include sufficient space for automobile parking.

c. The **facilities and floor space allotments** shall include office and customer lounge facilities and, if applicable baggage handling facilities for the 380 Operations. All facilities must be properly heated, ventilated, cooled and lighted.

d. The **public accommodations** shall include telephones for customer use, restrooms, sufficient on-site customer auto parking spaces, and handicap access in accordance with any Federal, State and local regulations.

The operator shall maintain all pavement constructed by the operator. The maintenance of the interior of the building, utility costs, snow and trash removal shall be the operator's responsibility. Grass mowing and landscape maintenance within the operator's leased premises shall be the operator's responsibility.

For construction of any new facilities, the operator will be subject to the same standards of development as are contained in the Airport Master Plan and the Development Guidelines.

LICENSES AND CERTIFICATIONS

Operator shall comply with all Federal, State, County and/or municipal laws and regulations concerning its proposed operation and provide copies of all pertinent permits, licenses, and certifications.

PERSONNEL

The operator shall have in his employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards and Specific Requirements set forth herein. The operator shall also provide a responsible person in the office to supervise the operations in the leased area and with authorization to represent and act for and on behalf of the operator during all business hours.

All personnel are required to hold the appropriate Federal Aviation Administration Certificates and ratings as applicable.



AIRCRAFT LEASEBACK, SUBLEASE, OR OTHER AIRCRAFT OPERATING AGREEMENTS

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial activity between an aircraft owner/operator and other parties operating at the airport shall conform to the standards stipulated under PART 3, Sections (2) through (12) for the respective aeronautical activities being performed under the subject agreement.

Where such agreements contemplate the right or responsibility or obligation to perform maintenance on aircraft (Other than preventive maintenance), such agreements must involve reasonable use of and payment for aircraft commensurate with the value and usage of said aircraft.

A copy of all such agreements shall be provided to the Authority upon the execution of the agreements.

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial aircraft activity at or from the Airport shall include the following: **"This agreement shall not violate the Minimum Standards for Commercial Activities as set by the Arapahoe County Public Airport Authority nor shall this instrument be used for the purpose of evading any of Centennial Airport's Rules and Regulations."**

INSURANCE

The operator shall procure, maintain, and pay premiums during the term of the agreement, for insurance of the types and the minimum limits set forth in the specific requirements for the respective commercial aeronautical activities under PART 3, Sections (2) through (12). The insurance company writing the required policy or policies, shall be licensed to do business in the State of Colorado.

When more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of the individual services in such combination) but will not necessarily be cumulative in all instances. It would not be necessary for the operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each of the selected activities; however, the operator would be required to provide insurance on all applicable exposures.

All insurance which the operator is required by the Authority to carry and keep in force shall include the Arapahoe County Public Airport Authority, its officers, and agents as additional insured. The operator shall furnish evidence of compliance with this requirement to the Authority with proper certification that such insurance in force and will furnish additional certification as evidence of changes in insurance not less than 10 days prior to any such change, if the change results in a reduction. In the event of cancellation of coverages, 30 days prior notification shall be conveyed to the Authority by the Underwriter.



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

Disclosure Requirement - All operators conducting rental, sales, or flight training shall post a notice and incorporate within their rental agreements the coverages and limits provided to the student or renter by the operator, as well as a statement advising that additional coverage is available to such student/renter through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such Notice to the Authority.

MOTOR VEHICLES ON AIRPORT

The operator will control the transportation of pilots and passengers to and from the operator's office to the operator's apron tied-down areas. The operator performing this service with motor vehicles driving on the AOA shall do so only in accordance with the Centennial Airport Rules and Regulations.

Any operator using service vehicles on the AOA in the support and conduct of its business shall procure and maintain motor vehicle liability insurance of not less than \$500,000 per occurrence of Combined Single Limit coverage for Bodily Injury and Property Damage.

FEES

The operator shall pay the standard fees as specified by the Authority. Such fees are listed on the Specific Requirements for each commercial aeronautical activity category wider PART 3, Sections (2) through (12). These fees shall be specifically included in the Agreement executed with the Authority.

Any concession activity conducted on the leased premises shall similarly be subject to the standard rates and charges set by the Authority.