

RESTATED LEASE AGREEMENT

THIS RESTATED LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2021 ("Effective Date"), by and between the CITY OF VENICE, a Municipal Corporation under the laws of the State of Florida, hereinafter referred to as "Lessor," and FLORIDA FLIGHT MAINTENANCE, INC., a Florida corporation, hereinafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessor is the owner and operator of that certain real property commonly known as Venice Municipal Airport ("Airport"), situated in Sarasota County, Florida, and operates said Airport under certain covenants with agencies of the United States of America; and

WHEREAS, Lessor currently leases certain real property at the Airport to Lessee under a Lease dated October 12, 1999, between Lessor and Florida Flight Maintenance Center, Inc. ("Prior Lease"), pursuant to an Assignment of Lease effective March 27, 2001, and a corporate name change amendment recorded on December 20, 2001; and

WHEREAS, the Prior Lease is also subject to a Sublease dated February 8, 2017, between Lessee and Florida Flight Training Center, Inc., for a portion of the leased premises; and

WHEREAS, Lessor and Lessee mutually wish to extend the term of the Prior Lease and make provisions for Lessee to construct additional improvements on the leased premises; and

WHEREAS, this Restated Lease Agreement ("Lease") is intended to address those purposes and to supersede and replace the Prior Lease.

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties enter into this Lease and agree as follows:

1. RECITALS

The above recitals are true and correct and by this reference are incorporated herein.

2. DESCRIPTION OF PREMISES

Lessor leases to Lessee and Lessee rents from Lessor, the real property located in Venice, Florida at 160 East Airport Ave on the Airport, as described in Exhibit "A" attached hereto. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

3. USE OF PREMISES

The Premises may be used by Lessee, either directly or by and through Lessee's subtenants, to conduct any commercial aeronautical activity permitted under the Airport's Minimum Standards for Commercial Aeronautical Activities for which Lessee meets all of the general operational requirements. A copy of the Minimum Standards is attached hereto as Exhibit "B." Lessee shall abide by and conform to all laws, rules, regulations, requirements and Minimum Standards applicable to the Airport and the Premises now, and as may be amended or adopted in the future.

Lessee shall not use or permit the Premises, or any part thereof, to be used for any purpose other than the purposes for which the Premises are leased as provided for herein. Any use of the Premises, or any part thereof, other than the purposes for which the Premises are leased as provided herein shall be deemed a default of this Lease by Lessee.

No use shall be made or permitted to be made of the Premises, or acts done, that will cause a cancellation of any insurance policy covering the buildings located on the Premises or any part of the Premises; nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by the standard form of fire insurance policies.

Lessee shall operate its businesses on the Premises continuously and without interruptions throughout the term of the Lease as required in the Minimum Standards attached hereto as Exhibit "B." Lessee agrees to operate its fuel service continuously from 8:00 a.m. to 5:00 p.m., seven (7) days a week, and to respond to customer calls within one (1) hour at all other times. All other functions specified in this Section shall be provided by Lessee during regular work hours. The purpose of such covenant is to ensure to the Lessor maximum revenue from contracts setting charges for fuel flowage fees and other fees as well as to ensure to the public the availability of the services to be rendered by Lessee.

4. TERM

The term of this Lease shall be for a period of twenty-five (25) years, commencing on the Effective Date (the "Lease Term"), unless sooner terminated as provided for herein. The parties hereby further acknowledge that the Prior Lease shall be terminated as of the Effective Date of this Lease.

5. OPTION TO RENEW

Lessor grants to Lessee, subject to the conditions set forth herein including, but not limited to, Lessee completing the improvements on the Premises as set forth in Section 19 of this Lease, the right and option to renew this Lease for a period of ten (10) years ("Renewal Term"), beginning on _____, 2046, and expiring on _____, 2056, at a rental rate determined as provided pursuant to Sections 7 and 8 of this Lease, and otherwise subject to the terms and conditions herein contained. This option must be exercised by the Lessee giving to Lessor, at least one hundred and eighty (180) days in advance, a written notice to exercise this option, but Lessee shall in no event be entitled to renew the term of this Lease, even though notice is timely given, unless Lessee shall have timely performed all of its obligations under this Lease, and shall not be in default in the performance of any of its obligations, on the date of the expiration of the Lease Term of this Lease.

6. HOLDOVER

Should the Lessee hold over beyond any Lease Term, then the Lessee shall become a month-to-month tenant in accordance with the law at a rate of twice the monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the Lease Term and otherwise subject to the terms and conditions specified in this Lease, so far as applicable.

7. RENT

Lessee shall pay monthly rent ("Monthly Rent") to Lessor in accordance with the Rent Schedule provided in Section 7.a, herein. The first Monthly Rent shall be prorated and due on the Effective Date and each subsequent Monthly Rent payment shall be due on the first day of each month thereafter throughout the Lease Term. The Monthly Rent shall be paid by Lessee to Lessor without notice or demand and without abatement, deduction, or setoff. A late charge equal to ten percent (10%) of the Monthly Rent shall be assessed for each rent payment paid fifteen (15) or more days after its due date.

In addition, Lessee shall pay to Lessor each month a sum equal to any sales tax, tax on rentals, and any other charges or taxes now in existence or hereafter imposed, based upon the privilege of renting the Premises, or upon the amount of rent collected therefore.

a. Rent Schedule:

- i. From the Effective Date to the one (1)-year anniversary of the Effective Date, the Monthly Rent to be paid by Lessee to Lessor shall be One Thousand, Four Hundred Twenty-Eight and 92/100 dollars (\$1,428.92) based on a rate of .39364/100 dollars (\$.39364) per square foot.
 - ii. Beginning on the one (1)-year anniversary of the Effective Date and up to, but not including, the five (5)-year anniversary of the Effective Date, the Monthly Rent shall be adjusted annually on the anniversary of the Effective Date as provided for in Section 8 herein.
 - iii. Beginning on the five (5)-year anniversary of the Effective Date, the Monthly Rent to be paid by Lessee to Lessor shall be One Thousand, Five Hundred Seventy-Four and 12/100 dollars (\$1,574.12) or re-calculated by increasing the then current rate by four cents (\$0.04) per square foot, whichever is greater.
 - iv. Beginning on the six (6)-year anniversary of the Effective Date and throughout the remainder of the Lease Term and the Renewal Term, if applicable, the Monthly Rent shall be adjusted annually on the anniversary of the Effective Date as provided for in Section 8 herein.
- b. This Lease shall be deemed a "Net Lease." The rent specified herein shall be net to Lessor and all costs, expenses, and obligations of every kind related to the Premises which may arise or become due during the term of this Lease shall be paid by Lessee. Lessor shall be indemnified by Lessee against such costs, expenses, and obligations.

If the Lessee is in default on any payments under this Lease and any other person is subletting or occupying the Premises, or if the Lessee assigns this Lease, the Lessor may collect rent from the assignee, subtenant, or occupant. The Lessor may apply the net amount collected to the rent required under this Lease. The Lessor's collection of the rent does not waive the covenant against assignment and subletting under this Lease nor does it constitute the Lessor's acceptance of the assignee, subtenant, or occupant as a Lessee, nor the Lessor's waiver of the Lessee's further performance of the covenants contained in this Lease.

8. RENT ADJUSTMENT

Unless otherwise provided for herein, Monthly Rent shall be adjusted every year based on fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("Index") as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. Said adjustment shall be made on the anniversary of the Effective Date and shall be effective for the ensuing year. Each rental adjustment shall be the result obtained by multiplying the then existing Monthly Rent by a fraction, the numerator of which shall be the Index for August in the year the adjustment is made and the denominator of which shall be the Index for the month one year preceding the month from which the Index used in the numerator was chosen.

It is the parties' intent that the Monthly Rent shall be increased by the same percent amount as the percent increase in the Index during the year preceding the adjustment.

Should the Bureau of Labor Statistics change the manner of computing the subject Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of the subject Index be discontinued by the Bureau of Labor Statistics, then whichever Index published by the United States Government most nearly approximating said discontinued Index shall be used in making the adjustments provided for herein.

In no event shall the Monthly Rent ever be decreased.

9. RENT AS A SEPARATE COVENANT

Lessee shall not for any reason withhold or reduce Lessee's required payments of rent, it being expressly understood and agreed by the parties that the payment of rent is a covenant by Lessee that is independent of the other covenants of the parties hereunder.

10. PAYMENT

Lessee shall pay all rents, fees, charges and billings required to be paid to Lessor under this Lease to the following address: City of Venice, 401 W. Venice Ave., Venice, FL 34285. The address to which payment shall be submitted may be changed by Lessor by providing not less than (30) days written notice to Lessee.

11. SECURITY OF PAYMENT

In consideration of Lessee's good and faithful performance of the terms and conditions of the Prior Lease, Lessee shall not be required to provide security for payment. However, prior to the Effective Date of the assignment of this Lease, or any interest in this Lease, as described in Section 43, the assignee shall be required to secure the payment for the rent, taxes and assessments, charges, fees and/or other payments required hereunder ("Security Deposit"). Assignee shall comply with one of the following three (3) options and maintain such Security Deposit in effect during the term of this Lease:

Surety bond. Assignee shall post with Lessor a separate surety bond to be maintained throughout the term of this Lease in an amount equal to three (3) months' rent as required hereunder. Such bond will be issued by a surety company acceptable to Lessor and authorized to do business in the state of Florida, and will be in a form and content satisfactory to Lessor; or

Letter of credit. Assignee will deliver to Lessor a separate irrevocable letter of credit drawn in favor of Lessor upon a bank which is satisfactory to Lessor and which is authorized to do business in the state of Florida. Said irrevocable letter of credit will be in an amount equal to three (3) months' rent as required hereunder; or

Three (3) months' rent. Assignee shall deposit an amount equal to three (3) months' rent in a non-interest bearing escrow account to Lessor.

In the event Assignee fails to perform the payment terms and conditions of this Lease, Lessor, in addition to any other rights and remedies available to Lessor, may at any time apply the Security Deposit or any part thereof toward the payment of Assignee obligations under this Lease. In such event, not later than seven (7) days after notice, Assignee, will restore the Security Deposit to its original amount.

Any release of liability of the Security Deposit required pursuant to this section will be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire Lease Term. Notwithstanding the above, Security Deposit pursuant to the above section will at all times be current. Upon the expiration of this Lease, Lessor will return the remaining balance of the Security Deposit provided pursuant to this section within thirty (30) days, subject to payment of any outstanding rent, taxes and assessments, charges, fees and/or other payments due hereunder.

If at any time, Lessee shall become delinquent in any of its payments due under this Lease by thirty (30) days or more, Lessor reserves the right to reinstate the security for payment requirement by providing not less than thirty (30) days written notice to Lessee.

12. FUEL FLOWAGE FEES

As a term and condition of this Lease for dispensing fuel on the Premises, Lessee shall pay a flowage fee ("Fee") as provided herein for all types of aviation fuel received by or through Lessee or on Lessee's leased Premises. Lessee agrees to provide Lessor with a copy of each fuel delivery receipt from the petroleum vendor indicating amount of product received.

The Fee to be paid by Lessee to Lessor shall be five cents (\$0.05) per gallon (the "Fuel Rate") of fuel delivered by Lessee. The Fee shall be paid monthly by Lessee to Lessor within ten (10) days of the end of each calendar month. Lessee agrees to pay a late charge equal to five (5%) percent of the Fee if payment has not been rendered to Lessor within the required time frame. The Fuel Rate provided for herein shall be increased by twenty percent (20%) on the fifth anniversary of the Effective Date and the then-current Fuel Rate shall be increased by twenty percent (20%) every five (5) years thereafter until and including the twenty-fifth anniversary of the Effective Date.

13. FUEL FARM FACILITIES

Lessee shall be responsible for the operation, maintenance, repair and management of its fuel farm equipment and facilities for the purpose of conducting into-aircraft fuel services at the Airport. All such activities shall be conducted by Lessee in accordance with any and all applicable federal, state, and local rules and regulations. Lessee shall reduce to a minimum any spillage, leaking, overflowing, pouring, pumping, dumping, leaching or escaping of gases, petroleum or petroleum products to that which is reasonably practicable, considering the nature and extent of Lessee's operations.

Lessee shall provide adequate fire extinguishers and shall establish a fuel dispensing operations manual for its employees. The manual shall include, at a minimum, the following items: a description of the types of fuel, procedures for the bulk delivery of fuel, grounding techniques, positioning of aircraft, safety tips, fuel spill response and notification procedures, location of all fire extinguishers and fuel shutoff stations and a contact list. Lessee shall submit a copy of the manual to Lessor on or before the Effective Date of this Lease and at any time the manual is revised during the term of this Lease.

Lessee shall train its employees annually on proper fuel handling and dispensing procedures with an emphasis on safety. Lessee shall at all times maintain accurate training records available at all times for inspection at any time on the Premises by Lessor.

14. DELIVERY OF POSSESSION

If, for any reason whatsoever, Lessor cannot deliver possession of the Premises or a portion of the Premises to Lessee at the commencement of the Effective Date as specified above, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from the inability to deliver possession, and Lessee shall not have the option to terminate this Lease. In such event, there shall be a proportionate reduction of rent covering the undelivered portion of the Premises for the period between the commencement of the Lease Term and the time when Lessor can deliver full possession of the Premises.

15. "AS IS" CONDITION

Lessee taking possession of the Premises shall be conclusive evidence that the Premises and all structures and buildings as well as all component parts and fixtures, if any, were in satisfactory condition and accepted as of the date of possession. No promises of the Lessor to alter the Premises and no representations respecting the condition of the Premises have been made by Lessor to Lessee other than as specifically set forth in this Lease.

16. WARRANTIES OF TITLE AND POSSESSION

Lessor covenants that it has lawful title to the Premises being leased free and clear of all liens, mortgages, bonded indebtedness and encumbrances except as otherwise herein noted and subject to the limitations and restrictions in the deeds by which Lessor acquired its title, and has full authority to make this Lease upon the terms herein set forth. Provided Lessee shall pay all rents as herein agreed and keep and fully perform all of the terms, covenants and conditions hereof, Lessee shall quietly enjoy the Premises subject to the terms and conditions hereof. In the event of a national emergency during the term hereof so as to affect or destroy the possessory right of Lessor in the Premises, then Lessee may be, at its option, relieved of the terms hereof.

17. COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES

During the Lease Term, Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances or rules affecting the Premises, whether existing or as may be updated from time to time, including but not limited to permitted and restricted activities, security, parking, ingress and egress, environmental and stormwater regulations and any other matters related to the operation of the Airport. Lessee shall not use the Premises hereunder, or permit the same to be used, for any unlawful or immoral purpose, or do in upon or about said Premises, or permit the doing therein or thereon or thereabout, of anything which tends to create a nuisance; and the Lessee further covenants that it will at all times obey and promptly comply with the lawful rules and regulations, as promulgated, from time to time, by Lessor or the Federal Aviation Administration (FAA) and its successors, which regulate and apply to the use of the Premises. Lessee agrees to cooperate with any investigation, audit or inquiry by the Lessor or any governmental agency regarding possible violation of any law or regulation.

18. PERMITS AND LICENSES

Lessee shall be strictly liable, responsible and bear all costs of obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations in connection with the operation of its businesses on the Premises, however designated, as may be required at any time throughout the Lease Term of this Lease including any extensions by any federal, state, or local governmental entity or any court of law having jurisdiction over Lessee or Lessee's operations. Lessee shall furnish to Lessor, within seven (7) days, upon request in writing, copies of any such permits, certificates and licenses.

19. CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

Lessee shall, at no cost or expense to Lessor, build, construct, and complete improvements on the Premises as follows:

- a. On or before three (3) years from the Effective Date:
 - i. Add new windows, fire escapes, and other general improvements to the existing building at a cost of at least Thirty Thousand and 00/100 dollars (\$30,000.00); and
 - ii. Overhaul and repair Lessee's existing fuel tank in accordance with current standards at a cost of at least Fifty Thousand and 00/100 dollars (\$50,000.00).
- b. On or before five (5) years from the Effective Date:
 - i. Add a paved vehicle parking area that meets the City of Venice Building requirements to be located on the east side of the existing building, which must also include access from Airport Avenue at a cost of at least One Hundred Fifty Thousand and 00/100 dollars (\$150,000.00).
- c. On or before ten (10) years from the Effective Date:

- i. Addition to the existing building on top of the parking facility to expand flight school operations at a cost of at least Three Hundred Fifty-Thousand and 00/100 dollars (\$350,000.00)
- d. Prior to commencement of permitting and construction of said improvements, Lessee shall submit plans and specifications for the improvements to be approved in concept by Lessor, by and through Airport Management, which approval shall not be unreasonably withheld. Any such alteration or improvement shall be at the sole risk of Lessee and shall be in accordance with all applicable federal, state and local codes, laws and processes, and subject to inspection by the Lessor. Any work associated with such alteration or improvement shall not unreasonably interfere with the operation of the Airport, or otherwise unreasonably interfere with the permitted activities of other tenants at the Airport. Lessee shall commence construction of such improvements after receiving all applicable permits and governmental approvals and diligently and continuously pursue construction until the improvements are completed. Approval in concept by Lessor (through Airport Management) shall not under any circumstances take the place of any permit or other approval required by the City of Venice for the proposed improvements.
- e. Prior to the commencement of any alteration or improvements greater than One Hundred Thousand and 00/100 dollars (\$100,000.00), Lessee shall obtain payment and performance bonds or other security that meets the requirements of Section 255.05, Florida Statutes in a sum equal to the full amount of the construction contract for the alterations or improvements. Said bonds shall name Lessor as an obligee thereunder and shall be drawn in a form and from such company acceptable to Lessor and licensed to do business in the State of Florida; shall guarantee the faithful performance of necessary construction and completion of improvements and payment to all persons supplying contractor labor, materials and supplies, used directly or indirectly in the prosecution of the construction work provided; in accordance with approved final plans and detailed specifications; and shall protect Lessor against any losses and liability, damages, expenses, claims, and judgments caused by or resulting from any failure to perform completely the work described.
- f. Prior to the commencement of any improvements by Lessee on the Premises, Lessee, at Lessee's expense, shall procure and provide Lessor with a copy of a Federal Aviation Regulation, Part 77 airspace study, approved by the Federal Aviation Administration, if applicable.
- g. Prior to the commencement of the construction of the alterations and improvements by Lessee on the Premises, Lessee shall provide documentation to Lessor demonstrating that Lessee's contractors performing said work have agreed to indemnify Lessor for any injury or damages related to the contractor's conduct regarding said work on the Premises, and providing evidence of insurance satisfactory to the Lessor (in at least the same amounts and form required for Lessee).
- h. As necessary to maintain security at the Airport at all times during construction, Lessee shall provide temporary fencing, guards, and/or other measures that may be deemed acceptable by Lessor.
- i. Within sixty (60) days of completion of the approved construction, Lessee shall submit to Lessor a complete set of as-built drawings in a media type and format acceptable for the permanent record of Lessor.

20. INSPECTION OF IMPROVEMENTS

Within one (1) year of the expiration of any Lease Term, Lessor shall have the right, but not the obligation, at its expense, to obtain an inspection of the Premises, including any and all improvements, so as to determine the physical condition. The inspection shall be conducted by an independent inspector acceptable to both Lessor and Lessee. The inspection shall specify all repairs that must be made by Lessee in order that the Premises are received by Lessor upon termination of this Lease in good order and

condition, reasonable wear and tear excepted. The inspection shall examine, but not be limited to, the structural integrity of the improvements, as well as the condition of all electrical, plumbing and HVAC systems. The cost of all necessary repairs identified by the inspection shall be borne by Lessee. All necessary repairs shall be completed, insofar as is possible, prior to the expiration of the Lease Term. If all necessary repairs are not completed prior to the expiration of the Lease Term, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to Lessor.

21. SIGNS

Lessee shall not erect nor allow to be erected by its sub-lessees or others any outdoor advertising, signs, posters, or any other advertising device of whatever kind or nature without prior written approval of Lessor, which written approval shall not be unreasonably withheld, provided the business to be advertised is the businesses of Lessee or sub-lessees situated on the Premises and said sign does not violate the rules or regulations of the City of Venice, and is compatible in appearance with the adjacent facilities and improvements. Notwithstanding the foregoing, it shall be the responsibility of Lessee to obtain all necessary permits and governmental approvals.

Upon the end of the Lease, the Lessee shall remove, obliterate, or paint out, as the Lessor may direct at its sole discretion, any and all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same condition as existed prior to the placement of such signs or advertising. In the event of failure on the part of the Lessee to remove, obliterate, or paint out each and every sign or advertising and to restore the Premises to Lessor's satisfaction, Lessor may perform the necessary work and Lessee shall be obligated to reimburse Lessor for any costs incurred by Lessor in performing said work.

22. EASEMENTS

As shown on Exhibit "A," the Lessor shall have the following easements on the Premises throughout the term of this Lease:

- a. An easement to access, operate and maintain the existing public pedestrian access gate to the airfield of the Airport; and
- c. An easement to utilize the existing driveway to access the Airport Administration Building and the adjoining parking lot.

23. MAINTENANCE AND REPAIRS

- a. Responsibility for Maintenance and Repairs. Throughout the Lease Term, Lessee shall assume the entire responsibility, and shall relieve Lessor from all responsibility, for all repair and maintenance whatsoever on the Premises (which includes, without limitation, all buildings and improvements thereon), whether the repair or maintenance is ordinary or extraordinary, structural or otherwise. Lessee shall ensure maintenance and repairs are completed in a manner and class to preserve the Premises in good order and condition, and that any repair leaves the items or structures being repaired in a condition comparable to the original work.
- b. Lessee's Obligation to Maintain Buildings and Improvements. Lessee shall keep all buildings and other improvements in good, tenantable, useable condition and without visible signs of deterioration throughout the Lease Term, and which repair and maintenance shall include, but not be limited to, all doors, windows, pavements, fencing, equipment, lighting, HVAC, furnishings, fixtures, roof, exterior walls, paved areas, utilities, landscaping and all structural support systems. Without limiting the generality thereof, Lessee shall:
 - i. Repair and paint or seal the exterior and interior of the improvements to a reasonably acceptable standard.

- ii. Keep the Premises at all times in a clean and orderly condition and appearance, including without limitation, upkeep and maintenance of all landscaping and upkeep and maintenance of all of Lessee's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public.
 - iii. Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
 - iv. Repair any damage to the paving or other surface of the Premises caused by operations of Lessee, its sub-lessees, agents, employees, or invitees and any others entering upon or using the Premises, including without limitation any oil, gasoline, grease, lubricants or other liquids and substances having a corrosive or detrimental effect thereon and report the incident of such spill to Lessor in accordance with Section 27.
 - v. Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.
 - vi. Be responsible for the maintenance and repair of all utilities, including but not limited to, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers and storm sewers that are now, or that may later be, located upon the Premises and that are used exclusively by Lessee or any of its sub-lessees.
 - vii. Stabilize any land areas not grassed or paved on the Premises and utilize such areas so that use of the same will not cause dust, debris or waste to be blown about or raised so as to interfere with or disturb the use or enjoyment of others.
 - viii. Refurbish the Premises including the painting of interior and exterior walls and replacing and updating all furniture, fixtures, and equipment (FF&E) that are in a state of disrepair according to reasonably acceptable standards.
- c. Except for emergency and public safety items that must be immediately addressed, within thirty (30) days of written notice by Lessor, Lessee must perform reasonable maintenance or repairs as directed by Lessor. If the maintenance or repairs cannot reasonably be completed within thirty (30) days, Lessee shall commence the repairs within such period of thirty (30) days and provide a reasonable schedule to Lessor for the anticipated completion of said maintenance or repairs.
- d. If Lessee fails in any material respect to: (i) timely commence to maintain, clean, repair, replace, rebuild or paint within the period of time required under this Lease, or as may be requested by the Lessor and after written notice from the Lessor to do so; or (ii) fails in any material respect to diligently continue to complete the maintenance, repair, replacement, rebuilding or painting of the Premises as required under the provisions of this Lease, or (iii) fails to undertake and complete required refurbishments as provided in subsection 23.b.(viii), above, then the Lessor may, at its option, and in addition to all other remedies that may be available, have the right, but shall not be obligated to, enter on to the Premises and refurbish, maintain, repair, replace, rebuild or paint all or any part of the Premises and Lessee shall pay the cost thereof, plus an additional fifteen percent (15%) administrative charge, upon demand.
- e. The damage, destruction, or partial destruction of any building or other improvement that is part of the Premises shall not release Lessee from any obligation under this Lease, except as expressly provided below in Section 36. In case of damage to or destruction of any such buildings or improvement, Lessee shall at its own expense promptly repair and restore the building or improvement to a condition as good as or better than that which existed prior to the

damage or destruction. Without limiting such obligations of Lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be timely used by Lessee for repair or replacement of the damaged or destructed improvements.

24. PREMISES IMPROVEMENTS UPON END OF LEASE

Subject to Lessor's approval, Lessee may, at its own expense, make alterations and improvements to the Premises as necessary. Lessee specifically agrees that any and all improvements, except personal property, furnishings and installed trade fixtures located upon the Premises shall become the property of the Lessor upon termination of this Lease. Title to all personal property, furnishings and trade fixtures shall be and remain with Lessee and may be removed from the Premises at any time, provided Lessee is not then in default hereunder. If Lessee shall fail or refuse to remove any such property from the Premises upon expiration or termination of this Lease, Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Lessor without any cost either by set-off, credit, allowance or otherwise, and shall be disposed of by Lessor in accordance with the law without incurring liability to Lessee or any other person or entity.

25. UTILITIES

Lessee shall fully and promptly pay for all water, sewer, gas, electricity, telephone service, internet and other public utilities of every kind furnished to the Premises throughout the Lease Term, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises. Lessor shall have no responsibility of any kind for any of such costs and expenses.

26. ADDITIONAL OBLIGATIONS OF THE LESSEE

The Lessee shall:

- a. Conduct its operation hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others around the Premises.
- b. Control, within reason, the conduct and demeanor of its employees, invitees, and of those doing business with it and, upon objection from the Lessor concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.
- c. Remove from the Premises or otherwise dispose of in a manner approved by Lessor all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations in a timely manner. Any such debris or waste, which is temporarily stored on the Premises, shall be kept in suitable garbage and waste receptacles, made of metal and equipped with tight-fitting covers and designed to safely and properly contain whatever material, may be placed therein. All such receptacles and containers shall be screened, at Lessee's expense, on at least three (3) sides in such a manner that the receptacles or containers are not visible from the street on which the Premises are located and in such manner as is acceptable to, and approved by, Lessor. Lessee shall use extreme care when effecting removal of all waste and debris. Piling of such waste or debris in an unsightly or unsafe manner on or about the Premises is prohibited.
- d. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Premises, commit or suffer to be committed any waste on the Premises, or any nuisance.

- e. Not do or permit to be done anything, which may interfere with effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Premises.
- f. Not create nor permit to be caused or created upon the Premises any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of a restaurant or internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Lease.
- g. Not overload any floor or paved area on the Premises and Lessee shall repair any floor, including supporting members, and any paved area damaged by overloading.
- h. Not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the Lessee's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- i. Not interfere with frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for the vicinity of the FAA Remote Receiver facility.
- j. Not do or permit to be done any act or thing upon the Premises:
 - i. Which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or other contiguous Premises; or
 - ii. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.

27. ENVIRONMENTAL REGULATIONS

Lessee agrees to comply with all applicable federal, state and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or as amended from time to time and accepts full responsibility and liability for such compliance. Lessee shall at all times maintain an accurate inventory list, including quantities, of all such hazardous, and other contaminated or polluted materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Premises by Lessor. Lessee agrees that it will neither handle nor store any toxic waste materials on the Premises.

If Lessee is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

If Lessee receives a notice of violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to the Lessor within twenty-four (24) hours of receipt by Lessee. Any environmental violation of the provisions of this Lease shall be deemed to be a default under this Lease if not cured within ninety (90) days of receipt of notice from the Lessor or such time permitted to bring the Premises into compliance by the regulatory agency with jurisdiction over the subject violation, whichever is shorter, shall be grounds for termination of this Lease, and shall also provide the Lessor grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Lease. If Lessor receives a notice from any governmental entity asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if Lessor otherwise has reasonable grounds upon which to believe that such a violation has occurred, Lessor shall have the right, but not the obligation, to enter the Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to Lessor. Lessee agrees to

cooperate with any investigation, audit, inquiry by Lessor or any governmental agency regarding possible violation of any environmental law, regulation or in response to any spill, leak or other emergency situation involving hazardous, toxic, flammable or other pollutants or contaminated materials.

With regard to any contamination caused by Lessee or arising by reason of Lessee's use or occupancy of the Premises, Lessee shall immediately report same to Lessor and take such action as is necessary to clean up and remediate the Premises at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined that no further action is necessary. If Lessor is unable to lease the Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to Lessor.

28. ENVIRONMENTAL INSPECTIONS

Lessor shall have the right, but not the obligation, to have an environmental assessment of the Premises prepared within the first one hundred eighty (180) of this Lease, and to provide a copy of such report to Lessee to establish a base line indicating the current condition of the Premises. Within the last one hundred eighty (180) days of Lease Term, Lessor shall have the right, but not the obligation, to have an environmental assessment performed to determine whether any hazardous substances or contamination have been generated, released, stored or deposited over, or presently exist beneath or on the Premises from any source.

This provision of the Lease shall survive termination of the Lease; provided, however, that Lessee's obligations hereunder shall not apply to any matter not arising out of, or incident to, or in connection with Lessee's activities under this Lease.

29. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of inspecting them, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises. Lessor shall provide reasonable notice to Lessee prior to any such entry of the Premises unless impractical to do so as a matter of public health, safety, or welfare. In addition, Lessee shall permit Lessor, within the last one hundred eighty (180) days prior to the expiration of any Lease Term, to place on the Premises any usual or ordinary "for lease" signs and to exhibit the Premises to prospective Lessees at reasonable hours.

30. SECURITY

Lessee shall comply with all applicable regulations relating to security, including but not limited to the Airport's security plan and access policy, whether existing or as may be updated from time to time, and shall control the Premises in a manner acceptable to the Lessor, so as to prevent or deter unauthorized persons from obtaining access to the Airport. Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of installing, operating and maintaining security devices on the Premises at the cost of Lessor.

Lessor reserves the right, for Lessor and Lessor's tenants and customers, to utilize from time to time, any and all security gates on the Premises, in the event of a temporary failure of Lessor's security gates and from time to time as is deemed reasonably necessary by Lessor.

31. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the Lease Term. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be encumbered to Lessor.

32. PROHIBITION OF INVOLUNTARY ASSIGNMENT

Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under the Lease in the Premises or in any building or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise or intestate succession. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

33. INDEMNIFICATION OF LESSOR

Lessee agrees to indemnify and hold harmless the Lessor from and against any and all liability, claims, demands, damage, expense, fees, fines, penalties, suits, proceedings, actions and causes of actions of any and every kind and nature arising or growing out of or in any way connected with the use and occupation of the Premises or any operation therefrom, or arising out of or in any way connected with any act or omission of the Lessee, and sub-tenants and their respective successors and assigns, or anyone claiming by, through or under them, or resulting from any breach, violation or non-performance of any covenants, condition or agreement herein contained on the part of the Lessee to be kept and performed, resulting in injury to the person or persons or property damage or loss of life or property of any kind or nature whatsoever sustained during the Lease Term hereof, except to the extent that such bodily injury or property damage or loss results from the sole negligence of Lessor, its agents, employees or sub-contractors. Lessee shall, if required by Lessor, defend, at its own expense, any and all such actions, suits, and proceedings, which may be brought against the Lessor or in which the Lessor may be impleaded or joined with others in any such actions or proceedings and shall satisfy, pay, and discharge any and all judgments, orders and decrees that may be recovered against the Lessor in any such action or proceeding. In addition, as set forth in Section 19.f. herein, Lessee shall provide documentation to Lessor demonstrating that Lessee's contractors performing any construction, alteration, repair, or maintenance on the Premises have agreed to indemnify Lessor for any injury or damages related to the contractor's conduct regarding said work on the Premises. Notwithstanding the above, Lessee shall be relieved of all obligations and responsibilities described herein for any and all actions, suits and proceedings which results from the sole negligence of Lessor, its agents, employees or sub-contractors. Compliance with the insurance requirements as provided in this Section shall not relieve Lessee of its liability or obligation to indemnify the Lessor as set forth herein. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Lessor in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Lease.

34. INSURANCE

Lessee shall procure and maintain at its own cost, during the Lease Term, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Lessor and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the Lessor.

- a. Commercial General Liability, providing coverage for Premises and operations including but not limited to bodily injury, property damage, contractual, products and completed operations, collapse,

underground and explosion, owner's and contractor's protective, contractual and personal injury with limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) aggregate.

- b. Airport Premises Liability, if applicable, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) aggregate.
- c. Property, for all buildings and improvements and Lessee's personal property on the Premises and for all risks of loss included in Fire and Common "Special Form" perils with limits no less than current replacement value of buildings and improvements. Coverage must also include windstorm and flood with limits no less than current replacement value of buildings and improvements. Lessee is responsible for full replacement cost, including any deductibles. The term "replacement value" shall mean the actual replacement cost less depreciation. The replacement value shall be determined by Lessee by obtaining an appraisal whenever reasonably requested by Lessor.
- d. Hangar Keepers' Liability, if applicable, with limits equal to or greater than actual exposure.
- e. Aircraft Liability, if applicable, with limits not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) aggregate.
- f. Automobile Liability, if applicable, including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) aggregate.
- g. Storage Tank Liability, with limits not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) aggregate or equal to actual exposure.
- h. Builders Risk, if applicable. During the Lease Term, Lessee shall, at its sole expense, procure and maintain Builders Risk Insurance for the construction of any improvements, alterations or new construction equal to or greater than One Hundred Thousand Dollars (\$100,000) in value on the Premises, naming Lessor as an additional insured. Said coverage shall be obtained with a limit of no less than one hundred percent (100%) of the completed replacement cost value issued on an All Risk form including Windstorm & Hail and Flood. Coverage should apply on a replacement cost basis.
- i. Workers Compensation: Workers compensation insurance in accordance with Florida statutory law and Employers Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each disease/employee, One Million Dollars (\$1,000,000) each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

All policies required by this Lease, with the exception of Workers Compensation, or unless specific approval is given by Lessor, are to be written on an occurrence basis, and for liability policies shall name the City of Venice, its elected officials, officers, agents, and employees as additional insured as their interest may appear under this Lease. Insurer(s) shall agree to waive all rights of subrogation against the City of Venice, its elected officials, officers, agents, and employees.

Each insurance policy required by this Lease shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

All policies required by this Lease shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice to Lessor by certified mail, return receipt requested.

Lessor reserves the right to review, annually, coverage form/policy, and the types and amount of insurance and revise the same as deemed reasonably necessary by Lessor by providing not less than thirty

(30) days written notice to Lessee. Any such revisions shall be in accordance with generally accepted industry standards based on the use of the Premises.

The procuring of required policies of insurance shall not be construed to limit Lessee's liability, nor to fulfill the indemnification provisions and requirements of this Lease.

The Lessee shall, at its sole cost, be responsible for payment of all premiums for insurance contributing to the satisfaction of this Lease and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not Lessor is an insured under the policy.

The Lessee shall, at its sole cost, comply with all requirements, pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any building and appurtenances at any time located on the Premises.

Certificates of insurance evidencing occurrence form coverage and conditions to this Lease are to be furnished to Lessor fourteen (14) days prior to the Effective Date of this Lease and prior to expiration of each insurance policy.

Notices of claims associated with this Lease shall be provided to the Lessee's insurance company and Lessor, as soon as practicable after notice to the Lessee.

Notwithstanding said insurance policies, Lessee shall be obligated for the full and total amount of any damages, injury, or loss caused by the negligence, recklessness, or intentional wrongful conduct of Lessee and persons employed or utilized by Lessee in connection with this Lease.

35. NOTICES

All notices required or authorized under this Lease shall be given in writing and shall be served by mail on the parties at the respective address shown below:

LESSOR: City of Venice
Venice City Manager
401 W. Venice Avenue
Venice, FL 34285

LESSEE: Florida Flight Maintenance, Inc.
Robert Beer
160 Airport Avenue East
Venice, FL 34285

36. FORCE MAJEURE

The parties shall be temporarily excused from performance under this Lease if an Event of Force Majeure directly or indirectly causes nonperformance. An "Event of Force Majeure: shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the nonperforming party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the nonperforming party from performing its obligations hereunder. The nonperforming party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the nonperforming party to return to normal business operations. If excused from performing any obligations under this Lease due to the occurrence of an Event of Force Majeure, the nonperforming party shall promptly, diligently, and in good faith take all reasonable

action required for it to be able to commence or resume performance of its obligations under this Lease. During any such time period the nonperforming party shall keep the other party duly notified of its schedule and all other such actions required for it to be able to commence or resume performance of its obligations under this Lease.

37. PROPERTY RIGHTS RESERVED

This Lease and all provisions hereof are subject to and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the Premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the Lease of said lands from the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Lessor pertaining to the Airport. In addition, this Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds.

38. TAXES

All taxes, assessments and charges on lands or improvements and obligations upon the Premises shall be promptly paid by the Lessee when due. The Lessee shall have the right to contest or protest or review by legal proceedings and any such other manner as may be provided by law. Such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor. Under such circumstances, Lessee shall fully indemnify and save the Lessor from all loss, cost, damage and expense incurred or to be incurred or suffered by the Lessor. In addition, Lessee shall furnish to Lessor for its inspection upon request in writing, official receipts of the appropriate taxing authority or other proof satisfactory to the Lessor evidencing payment by Lessee.

39. DEFAULT AND TERMINATION

The happening of any one or more of the following events (hereinafter referred to as an event of default) shall constitute a breach of this Lease on the part of Lessee:

- a. The failure of Lessee to pay any rent or other amounts or charges due under this Lease and the continued failure to pay same for a period of thirty (30) days after the due date.
- b. The failure of Lessee to fully and promptly perform any act required of it in the performance of this Lease or to otherwise comply with all of the terms conditions hereof.
- c. The levy of execution or attachment of the leasehold interest of Lessee by process of law or otherwise in satisfaction or partial satisfaction of any judgment, debt, or claim; provided Lessee shall have the right to contest any such action against it and during the period of contest no breach shall occur as a result of any such action.
- d. Lessee's vacating or abandoning the Premises
- e. Lessee's non-compliance with Section 287.133, Florida Statutes, concerning Criminal Activity on Contracts with Public Entities.
- f. Material breach by Lessee of any term, provision, obligation or condition of this Lease.

Lessee shall not be deemed to be in default under the Lease in the payment of rent or the payment of any other monies required in this Lease, or in the furnishing of any bond or insurance policy when required unless Lessor shall first give to Lessee written notice of the default and Lessee fails to cure the default within ten (10) days. Said written notice shall not be given by Lessor to Lessee until any grace period provided for in this Lease has expired.

Except as to the provisions or events set forth in the preceding paragraphs of this Section, Lessee shall not be deemed in default under the Lease unless Lessor first gives to Lessee written notice of default, and Lessee fails to cure the default within thirty (30) days unless in the Lessor's discretion, a shorter time for compliance is required due to potential concerns related to the public health, safety or welfare.

In the event that Lessee by failing or neglecting to do or perform any activity provided for in this Lease, defaults under this Lease and the failure continues beyond the time provided for Lessee to cure after written notice of default from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be obligated to, do or perform or cause to be done or performed such act or thing, entering on the Premises for such purpose, if Lessor shall so elect. Lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of any such activity. Lessee shall repay to Lessor on demand any expenses, including compensation to the agents and employees of Lessor. Any activity done by Lessor pursuant to the provisions of this Section shall not be construed as Lessor's waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition contained in this Lease or the performance of it, or of any other right or remedy of Lessor. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the amounts become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of ten percent (10%) per year, compounded annually.

In addition, in the event that Lessee by failing or neglecting to do or perform any activity provided for in this Lease, defaults under this Lease and the failure continues beyond the time provided for Lessee to cure after written notice of default from Lessor specifying the nature of the act or thing to be done or performed, then Lessor, at its election, may declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Premises whereupon all right, title and interest of Lessee in the Premises shall end. Any such action by Lessor shall not be deemed to preclude the exercise of any other remedy available to Lessor as provided by statute or general law at the same time or in subsequent times or actions.

40. WAIVER OF DEFAULT

No waiver of any breach of any of the term, provision, obligation or condition hereof shall be taken or construed to be a waiver of any other or succeeding breach of the same or any term, provision, obligation or condition hereof.

41. ACCELERATION OF RENT

If any of the events referred to in Section 39 occur then, in addition to all other rights available to the Lessor, the full amount of the current Monthly Rent and any other payments required to be made monthly by the Lessee, and the next ensuing six (6) months' worth of Monthly Rent will immediately become due and payable as Accelerated Rent.

42. RELATIONSHIP OF THE PARTIES

The execution of this Lease or the performance of any of the terms, covenants, and conditions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent, or of a partnership or of a joint venture and the relationship between the parties hereto shall be and always remain that of Lessor and Lessee. Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Lessor shall in no way be responsible for the duties and obligations of Lessee.

43. SUBLETTING AND ASSIGNMENT

With the exception of any current approved subleases as of the date this Lease is executed, Lessee shall not assign this Lease, or any interest in this Lease, or sublet the Premises, or any part of the Premises, or any right or privilege appurtenant to it, or allow any person other than Lessee and Lessee's agents and employees to occupy or use the Premises or any part of them, without first obtaining Lessor's written consent, which consent shall not be unreasonably withheld. The parties hereby acknowledge that simultaneously with this Lease, the parties shall execute appropriate documents to have the existing Sublease under the Prior Lease between Lessee and Florida Flight Training Center, Inc., become subject to the terms and conditions of this Lease.

Lessor's consent to one assignment, sublease, or use shall not be a consent to any other subsequent assignment, sublease or use. Any unauthorized assignment or sublease shall be void and shall terminate this Lease at the Lessor's option. Lessee's interest in this Lease is not assignable by operation of law without Lessor's written consent. Notwithstanding the above, Lessee may rent space to third parties for the storage of aircraft provided that all such third parties comply with the terms and conditions of this lease.

If the Lessee makes any assignment, sublease, license, or grant of a concession with respect to the Lease, the Lessee will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease unless said liabilities and obligations are transferred, in writing, to the assignee, subtenant, licensee, or grantee. Any such transfer shall be subject to the express approval of Lessor, which shall not be unreasonably withheld.

44. BANKRUPTCY OR INSOLVENCY OF LESSEE

In the event the Lessee at any time during the term of this Lease should suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it or make any assignment for the benefit of its creditors, or should a receiver or trustee be appointed for the Lessee's property and such or petition is not vacated within sixty (60) days thereafter, same shall constitute a default hereunder and in addition to all other rights of Lessor in the event of default, Lessor shall have the right, at its option, and without notice, to consider the same a termination of this Lease.

45. MORTGAGE RIGHTS OF LESSEE

The Lessee shall have the right to mortgage its leasehold interest under this Lease, together with Lessee's right and interest in any buildings or improvements placed upon the Premises by the Lessee, for the purpose of securing a loan, provided that such mortgage will be subject to and inferior to the prior right, title and interest of the Lessor in the Premises, and provided also that Lessee and Lessor enter into an addendum to this Lease setting forth specific terms and conditions, as well as the respective rights of Lessee and Lessor, regarding any such mortgage, prior to the existence of any such mortgage.

46. CONDEMNATION

- a. In the event of the taking of part or all of the Premises or improvements located thereon in any proceedings for condemnation or eminent domain (or any conveyance by Lessor to avoid legal proceedings, of which Lessee shall be immediately notified), all parties hereto, including any mortgagee, shall be entitled to such rights as provided to each of them by Florida law including, but not limited to, making any claim against the condemning authority with regard to the Premises. If only a portion of the premises shall be so taken, then this Lease shall continue in full force and effect; provided, however, if the remainder of the Premises is not suitable for the use then being made of the Premises by Lessee, or if the remainder of the Premises is not one undivided parcel of property then the Lessee, at its option, may give the Lessor thirty (30) days' notice of termination of this Lease.

- b. If Lessee exercises its option to terminate as provided for under this Section, Lessee shall be released from payment of any rents, taxes or other obligations under the Lease and from any further liability for the payment of any rent or the performance of any conditions thereunder upon the date of termination.
- c. If the Lessee does not exercise its option to terminate as provided for under this Section, then all of the terms and conditions of the Lease shall continue in full force and effect, except that Lessee shall be entitled to a rent adjustment throughout the remaining term of the Lease and any extension thereof; said rent adjustment to accurately reflect the decreased value of the leasehold interest for which Lessee has not been fully compensated. Said rent adjustment shall be calculated upon a reappraisal of the property value of the remaining real property of the Premises, with said reappraisal performed at Lessor's expense. Upon the occurrence of a taking of part of the Premises or improvements located thereon as contemplated above in this Section, if Lessee does not exercise its option to terminate, then this Lease shall be amended to remove such taken real property from the Premises.
- d. In the event of the taking of part or all of the Premises or improvements thereon by inverse condemnation or a regulatory taking, Lessee shall be afforded all rights provided under this Section.

47. SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work as a merger, and shall, at the option of Lessor, terminate all or any existing subleases or sub-tenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or sub-tenancies.

48. AIRPORT PROTECTION

It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. In addition, the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77. Further, the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

49. AIRPORT DEVELOPMENT AND EVENTS

Lessor reserves the right to develop, improve, repair, and alter the Airport and its runways, taxiways, navigational aids, terminal facilities, aircraft parking aprons and roadways as it may deem appropriate. Lessee hereby releases and discharges the Lessor, its successors and assigns, from any and all liability to Lessee arising out of or connected to the making of such improvements, repairs, and alterations so long as a means of reasonably equivalent ingress and egress are concurrently made available to Lessee. In addition, Lessee hereby acknowledges and accepts that public events may be held from time-to-time at the Airport, which may temporarily cause additional traffic and noise in and around the Premises, and that Lessor shall not be responsible to Lessee for any disruptions to Lessee's operations on the Premises related to any such event.

50. USE OF AIRPORT FACILITIES

Lessor does hereby grant to Lessee a non-exclusive right to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the

Airport, including the use of runways, taxiways, navigational aids, terminal facilities, aircraft parking areas, roadways and others as may be designated by Lessor.

Said right of ingress and egress and right of use shall inure to Lessee, its employees, customers, and its successors and assigns, but subject however to all reasonable rules and regulations promulgated by Lessor for the efficient operation of the Airport. Lessee's use shall in no way interfere with, prevent, or prohibit the use of said public areas by Lessor's other tenants, their customers, or members of the public.

51. NONDISCRIMINATION

The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that 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, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

a. General Civil Rights Provision

The Lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the Lessee or any transferee for the longer of the following periods:

- i. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- ii. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

b. Nondiscrimination Provision

The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving

the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- (2) With respect to the Lease in the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

c. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

- i. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that 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, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- ii. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

52. DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Lease is solely for the benefit of the formal parties to this Lease.

53. SEVERABILITY

If any part of this Lease is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Lease if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Lease is declared severable.

54. LAND USE APPROVALS

This Lease shall not be construed as a basis for (i) granting or assuring or indicating; or (ii) denying, refusing to grant or preventing any future grant of land use and/or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Premises.

55. REDELIVERY OF PREMISES

Lessee will surrender and deliver the Premises, including the land and any leasehold improvements, at the end of this Lease, or any extension hereof, to Lessor in good order and condition, reasonable wear and tear excepted.

56. BINDING UPON SUCCESSORS

This Lease shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto. The terms and obligations of this Lease shall run with the land referenced in Exhibit "A" to the Lease, which is attached hereto.

57. APPLICABLE LAW AND VENUE

This Lease and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in the 12th Judicial Circuit Court, South County, in and for Sarasota County.

58. FEDERAL REVIEW

Lessee acknowledges this Lease may be subject to the review and inspection of the federal government to determine satisfactory compliance with Lessor's obligations as described in Section 37 herein. Lessee shall agree to modify any of the terms and conditions of this Lease, which may be determined by the federal government to be in violation of existing laws, regulations, grant assurances or other requirements. In the event the parties are unable to agree to a reasonable modification of the terms and condition of this Lease in accordance with the requirements of the federal government, either party may rescind this Lease by providing one hundred twenty (120) days written notice to the other party.

59. AMERICANS WITH DISABILITIES ACT

Lessee shall at all times maintain compliance with the requirements of "The Americans with Disabilities Act" as published in the Federal Register and the State of Florida's Accessibility Requirements Manual on the Premises.

60. RADON GAS

Florida law requires that the following notice be provided on at least one document, form, or application executed at the time of or prior to execution of a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit".

61. CORPORATE TENANCY

The undersigned officer of Lessee hereby warrants and certifies to the Lessor that Lessee is a corporation in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to Lessor. The undersigned officer of Lessee hereby further warrants and certifies to the Lessor that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Lease by his or her signature thereto. At the time of execution of this Lease, Lessee shall provide to Lessor with a Sworn Statement on Public Entity Crimes, a form for which is attached hereto as Exhibit "C", and a certified copy of the corporate resolution authorizing the execution of this Lease by Lessee. If Lessee is a corporation, other than one whose shares are regularly and publicly traded on a recognized stock exchange, Lessee represent that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer or officers executing this Lease.

62. ATTORNEYS' FEES AND COSTS

The prevailing party in any action concerning any action brought pursuant to this Lease shall be entitled to an award of reasonable attorneys' fees and all costs incurred through both trial and appeal.

63. QUIET ENJOYMENT

Lessee, upon paying the rents herein reserved and performing and observing all the terms and conditions of this Lease on Lessee's part to be performed and observed, shall peaceably and quietly, have, hold and enjoy the Premises during the Lease Term, subject to all provisions of this Lease. Lessee is leasing the Premises subject to the noises and sounds and impacts to persons and property that are customarily contained or emanate from an airport.

64. TIME IS OF THE ESSENCE

Time is of the essence in this Lease.

65. SECTION TITLES

The Section titles used in this Lease are merely for convenience and are not to be used in interpretation of the particular provisions of this Lease.

66. MISCELLANEOUS AND DEFINITIONS

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. Whenever the terms Lessor or Lessee are used herein, as the context requires such terms shall include their respective authorized employees and agents.

67. ENTIRE AGREEMENT AND AMENDMENTS

This Lease contains the entire Agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing signed by the parties.

68. ACKNOWLEDGEMENT

The parties acknowledge that they have read this Lease, that they fully know, understand and appreciate its contents, that they have been advised by or have had an opportunity to consult with their counsel regarding its contents, and that they are executing the same and making the promises herein voluntarily, with authority, and of their own free will.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals that day and year first above written.

CITY OF VENICE, FLORIDA

By:

ATTEST:

Ron Feinsod, Mayor

Lori Stelzer, City Clerk

Florida Flight Maintenance, Inc.

By:

Witness

Hans Juergen Seibert, President

Witness

Approved as to Form and Correctness

Kelly Fernandez, City Attorney

EXHIBIT "A" - PREMISES

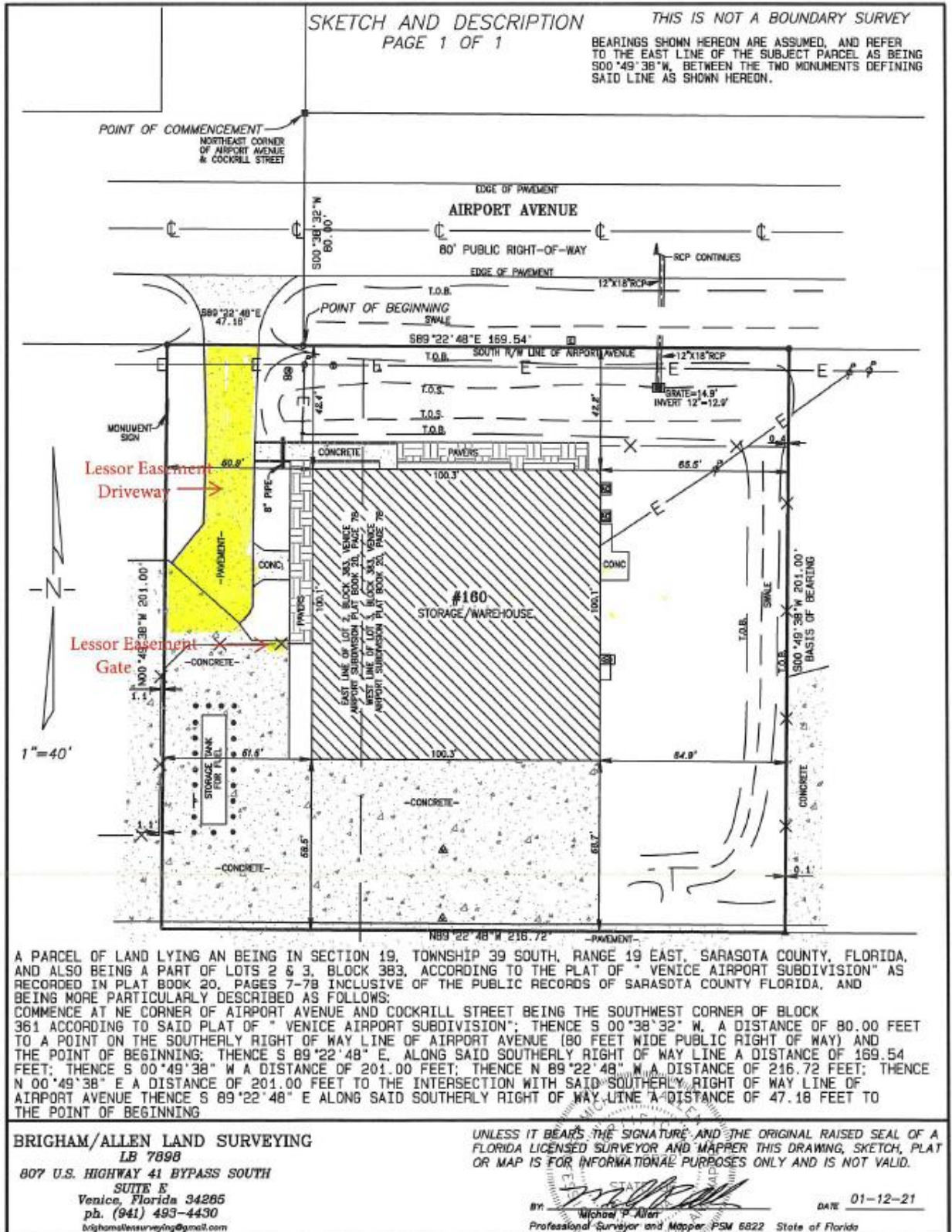


EXHIBIT “B” – MINIMUM STANDARDS, RULES & REGULATIONS



Rules & Regulations *for* Venice Municipal Airport

Ver. 6/14/2019

Initial Adoption: June 12, 1979

Amended: September 27, 2016

Restated & Expanded: x/xx/xxxx

Policy Guiding Documents

Rules & Regulations

SECTION 1 DEFINITIONS

All words, terms and phrases when used herein shall have the meanings as described in the *Definitions for Use regarding Venice Municipal Airport*. Words, terms and phrases which relate to aeronautical practices, processes and equipment, not defined therein, shall be construed according to the definitions in Title 14 of the Code of Federal Regulations, Florida Statutes Chapter 332.004 or, if not defined therein, according to their general accepted usage in the aviation industry.

SECTION 2 GENERAL REGULATIONS

2.1. Compliance with Rules and Regulations

- a. The Airport Director or their authorized representative has authority to take such actions as may be necessary to safeguard the public in attendance at the Airport, as well as all facilities under their control. All persons employed on or using the Airport shall cooperate with the Airport Director or their authorized representative to enforce these Rules and Regulations.
- b. Any permission granted by the Airport Director, directly or indirectly, expressly, or by implication or otherwise, to any person to enter or to use the Airport or any part thereof, is conditioned upon strict compliance with these Rules and Regulations.
- c. Any permission granted by the Airport Director under these Rules and Regulations is conditioned upon the payment of any and all applicable fees and charges established by the City.
- d. In interpreting these rules, should any conflict occur between or among provisions, then the Airport Director, in their sole and reasonable discretion, shall determine which provision or provisions shall control. Further, in the event that any rule is struck down by a court of competent jurisdiction or is otherwise repealed, all remaining provisions shall remain in full force and effect.

2.2. Commercial Activities

No person shall occupy or rent space and no person shall conduct any business, commercial enterprise or activity, or other form of revenue producing activity on the Airport without first obtaining a written agreement, permit, or other form of written authorization from the Airport Director.

2.3. Liability

The City assumes no responsibility for any loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, war, acts of terrorism, or act of God nor does it assume liability for injury to persons while on the Airport.

2.4. Advertising, Display, and Commercial Speech

- a. No person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written matter within or upon any restricted area of the Airport.

- b. No person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written matter unrelated to an authorized activity on the airport property in any public area at the Airport without first obtaining written authorization from the Airport Director.
- c. Within or upon the exterior portion of any private leasehold, no person, for a commercial purpose, shall post, distribute, or display signs, advertisements, circulars, pictures, sketches, or engage in other forms of commercial speech without first obtaining written authorization from the Airport Director.

2.5. Solicitation

No person shall solicit or cause any solicitation for any purpose on the Airport without prior written permission from the Airport Director.

2.6. Obstruction of Airport Use or Operation

No person shall obstruct, impair or unreasonably interfere with the safe, orderly and efficient use of the Airport by any other person, vehicle, or aircraft.

2.7. Restricted Areas and Airfield Operations Areas

- a. Except as otherwise provided herein, no person may enter the airfield operations area or any other restricted area on the Airport except:
 - i. Persons assigned to duty thereon.
 - ii. Passengers who, under appropriate supervision, enter upon the aircraft apron for the purposes of enplaning or deplaning an aircraft.
 - iii. Persons expressly authorized by the Airport Director.
 - iv. Persons engaged, or having been engaged in the operation of aircraft.
 - v. Emergency vehicles during an actual or perceived emergency.
 - vi. Persons with a lease agreement with the City or other written authorization to do such.
- b. The security of all vehicle and pedestrian gates, doors, fences, walls and barricades which lead from a tenant, lessee, or contractor exclusive use area or leasehold to access to or from the airfield operations area or any other restricted area, shall be the responsibility of said tenant, lessee or contractor. It shall be the responsibility of a tenant, lessee or contractor to reasonably restrict persons or vehicles to their exclusive use area or leasehold. It is the responsibility of the tenant, lessee or contractor to establish operating procedures for access to the aircraft operating area on their exclusive use area or leasehold, and which operating procedures shall be subject to review and approval by the Airport Director.

2.8. Other Laws

- a. All applicable provisions of Florida laws and City ordinances now in existence or hereafter promulgated, are hereby adopted as part of the airport Rules and Regulations.

- b. All persons engaging in aeronautical activities regulated by the FAA shall abide by such FAA regulations as now existing or hereafter promulgated, and such FAA regulations are incorporated herein by reference and made a part hereof.

2.9. Insurance Certificates

- a. A valid certificate of insurance or copy thereof shall be provided to the Airport Director or their authorized representative by all tenants or parties of written agreements, leases, subleases, contracts, or permits executed where the City is a party.
- b. A valid certificate of insurance shall also be provided to the Airport Director or their authorized representative by all contractors, subcontractors, or construction companies functioning on or in airport property. Amounts of liability are determined by the City.
- c. All certificates of insurance required under these Rules and Regulations or applicable leases, licenses or agreements shall name the "City of Venice, its elected officials, officers, agents, and employees" as additional insured.

2.10. Damage Inspection; Access to Damage Site

- a. The Airport Director or their designated representative will inspect any damage to airport property, buildings or facilities involved in an accident or incident to determine the extent of damages. Sustained damages will be assessed by the Airport Director as a claim against the owner or operator of the aircraft or vehicle causing the damage.
- b. No person shall walk or drive across any aircraft landing areas of the Airport without prior specific permission from the Airport Director.

2.11. Responsibility for Damages

Any person causing damage to, or destroying public property of any kind, including buildings, fixtures, or appurtenances, whether through violation of these Rules and Regulations, or through any act or omission, shall be fully liable to the City. Any such damage shall be reported immediately to the Airport Director.

2.12. Accident Reports

Any person involved in an accident, whether personal, aircraft, or vehicle, occurring on airport property, shall make a full report to the Airport Director as soon as possible. The report shall include, but not be limited to, the names and addresses of all principals and witnesses, if known, and a statement of the facts including date, time, and location.

2.13. Storage of Equipment

Unless otherwise provided for by a lease or other contractual agreement, no person shall use any area of the Airport, including buildings, either privately owned or publicly owned, for the storage of cargo or any other property or equipment without permission of the Airport Director. If, notwithstanding the above prohibition, a person, firm, or corporation uses such areas for storage without first obtaining such permission, the Airport Director shall have the authority to order the cargo

or any other property removed, or to cause the same to be removed and stored at the expense of the owner or consignee without responsibility or liability therefore.

SECTION 3 PERSONAL CONDUCT

3.1. General

The public shall observe and obey all posted signs, fences, and barricades governing the activities and demeanor of the public while on airport property. The public shall further refrain from entry upon the airfield operations area and all restricted areas of the Airport.

3.2. Use and Enjoyment of Airport Premises

No person shall hinder, impede, or prevent any other person from the authorized use and enjoyment of the Airport and its facilities.

There shall be no "Through the Fence Operators" or operations on airport property.

3.3. Environmental Pollution and Sanitation

- a. Any person while on airport property shall refrain from any manner or form of littering or environmental pollution.
- b. No person shall dispose of garbage, papers, refuse, or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.
- c. No person shall dispose of any fill or building materials or any other discarded or waste materials on airport property without prior written approval from the Airport Director. No liquid or solid waste shall be placed in storm drains, the sanitary sewer system, or other airport property.
- d. Any environmentally sensitive liquid or solid substance spilled in or on airport buildings, facilities, or property shall immediately be cleaned up by the person responsible for the spillage and reported immediately to the Airport Director.
- e. No refuse shall be burned at the Airport.
- f. No person shall unnecessarily or unreasonably or in violation of law, cause any smoke, dust, fumes, gaseous matter or particulates to be emitted into the atmosphere within the airport environs.
- g. Any person discarding chemicals, paints, oils, or any products must adhere to any and all applicable federal, state, and local laws and regulations.

3.4. Wildlife Hazard

- a. No person shall enter any part of the Airport with a domestic or wild animal, unless such animal is kept restrained by a leash or is so confined just prior to being placed on an aircraft or immediately following removal from an aircraft.

- b. No person shall feed or perform any other act to encourage the congregation of birds or to attract animals on the Airport.

3.5. Firearms and Weapons

- a. For the purpose of this section, a firearm means any weapon, including a starter gun, which will, or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. Properly stored emergency flare guns are exempt.
- b. For the purpose of this section, a weapon means any dirk, metallic knuckles, slingshot, billie, tear gas gun, chemical weapons, electric weapon or any other deadly weapon.
- c. No person, except those persons authorized under Florida Statutes or the Airport Director acting under authority of the City, may carry or transport any firearm or weapon on the Airport, and further excepting when such firearm or weapon is properly encased for shipment in compliance with all applicable shipping regulations.
- d. The City reserves the right to restrict the carrying of firearms and weapons by watchmen and guards on the Airport.

3.6. Preservation of Property

- a. No person may destroy, injure, deface or disturb any building, sign, equipment, marker, or other structure, tree, flower, lawn or other property on the Airport.
- b. No person shall travel upon the Airport other than on roads, walks, or other rights-of- way provided for such specific purpose.
- c. No person shall alter, add to, or erect any building or sign on the Airport or make any excavation on the Airport without prior written approval from the Airport Director.
- d. Any person causing or responsible for injury, destruction, damage or disturbance at the Airport shall immediately report the incident to the Airport Director.

3.7. Lost or Abandoned Property

- a. Any person finding lost articles in the public areas at the Airport shall immediately deposit them with the Airport Director's Office. Articles unclaimed by their proper owner within ninety (90) days thereafter shall, upon request, be turned over to the finder in accordance with Chapter 705, Florida Statutes. Nothing in this paragraph shall be construed to deny the right of airport tenants to maintain "lost and found" services for property of their patrons, invitees or employees. Articles to which the owner or finder is not entitled to lawful possession shall be forfeited to the Airport Director for disposal in accordance with the provision of applicable state law.
- b. No person shall willfully abandon any personal property on the Airport.
- c. Any property which has been determined by the Airport Director to be abandoned, will be removed, stored, and/or disposed of at the owner's expense and in accordance with appropriate Florida Statutes.

3.8. Alcoholic Beverages; Controlled Substances

- a. No person shall drink any alcoholic beverages on any part of the Airport except in places properly designated and licensed for such dispensing or upon leased property, with the express authority and permission of the leaseholder.
- b. No person under the influence of alcoholic beverages or drugs shall operate any motor vehicle or aircraft on the Airport.
- c. No person, other than under competent medical supervision, shall consume any controlled substance on the Airport.

3.9. Disorderly Conduct

- a. No person shall commit any disorderly, obscene, or indecent act, or commit any nuisance within the airport premises.
- b. No person shall throw, shoot, or propel any object in such a manner as to interfere with or endanger the safe operation of any aircraft taking off, landing or operating on the Airport or any vehicle operating on the Airport.
- c. No person shall aim or point any lighted object including a laser or bright light towards any aircraft whether parked, taxiing, departing, or landing at the Airport.
- d. No person shall knowingly or willfully make any false statement or report to the Airport Director or their authorized representative.

3.10. Camping

No person shall camp overnight on Airport property without prior written permission from Airport Director.

3.11. Commercial Photography

No person shall film, videotape, or take still photography for commercial purposes while on the airfield without the prior written permission of the Airport Director. Photography for personal use including sale of aircraft or parts are exempt.

3.12. Operation of Unmanned Aircraft

No person may operate an unmanned aircraft within the boundaries of the Airport unless the operator has prior written permission of the Airport Director. At no time shall a person operate an unmanned aircraft in a manner that interferes with operations and traffic patterns of the Airport.

SECTION 4 FIRE AND SAFETY

4.1. General

- a. All persons using the Airport or the facilities of the Airport shall exercise the utmost care to guard against fire and injury to persons or property.
- b. All applicable City codes, together with all applicable standards of the City Fire Department and City Building Official, now in existence or hereafter promulgated (and not otherwise in conflict with Federal Aviation Regulations) are hereby adopted by reference as part of these Rules and Regulations of the Airport.

4.2. Authority to Dispense Aviation Fuel

- a. While FAA regulations permit aircraft owners/operators to fuel their own aircraft, approval by the Airport Director is required for any aircraft owner/operator to dispense fuel into any public or private aircraft at the Airport. The Airport Director may not unreasonably withhold approval for self-fueling upon being provided such reasonable assurances that:
 - i. the fuel may be safely transported onto the Airport;
 - ii. that the aircraft being self-fueled is owned by the company, corporation, individual;
 - iii. that the aircraft being fueled is done in accordance with the minimum standards for each type activity described;
 - iv. that the vehicle carrying such fuel has adequate insurance;
 - v. the aircraft being fueled has an approved FAA supplemental type certificate for the use of automotive fuel; and
 - vi. that the fuel may be safely dispensed in accordance with these Rules and Regulations.
- b. Only those persons authorized by the Airport Director pursuant to subsection 4.2.a above, or an approved Fixed Base Operator may dispense fuel into any public or private aircraft.
- c. No person shall dispense or sell aviation fuel for automotive purposes on roadways or highways.
- d. No person may operate a fuel service facility except pursuant to a written lease or license agreement with the City and in strict adherence to these rules and any applicable operating directive, as such may be amended.

4.3. Fueling Operations – Operating of Engines

- a. No aircraft shall be fueled or defueled while one or more of its engines are running or is being warmed by external heat or within the confines of any building or structure, however this regulation does not apply to “hot fueling” of governmental aircraft where required under a fuel contract.
- b. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft.

4.4. Fueling Operations – Distance from Buildings

Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any occupied building, hangar, or other enclosed structure which has windows or doors in the exposed walls.

4.5. Fueling Operations – Spillage of Fuel

- a. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids or contaminants of any kind shall be allowed to flow into or be placed in any airport sanitary or storm drain system.
- b. Any persons, including the owner or operators of aircraft, causing overflowing or spilling of fuel, oils, grease or other contaminants anywhere on the Airport, shall immediately notify the Airport Director of said spillage and will be held responsible for immediate cleanup of the affected area. When fuel spills occur, fueling shall stop immediately.
- c. In the event of spillage, fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fire guard shall be promptly posted.

4.6. Fueling Operations - Passengers

No aircraft shall be fueled or defueled while passengers are on board unless a passenger boarding device is in place at the cabin door of the aircraft, the door is open and a flight crew member is at or near the cabin door.

4.7. Fueling Operations – Static Bonding

- a. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft and/or the aircraft shall be bonded to the ground by the use of a cable, thus providing a conductive path to equalize the electrical charge between the fueling equipment and aircraft. The bond shall be maintained until fueling connections have been removed.
- b. When fueling over-wing, the nozzle shall be bonded with a nozzle bond cable having a clip or plug to a metallic component of the aircraft that is metallically connected to the tank filler port. The bond connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the electrical charge between the nozzle and the filler port. The spout shall be kept in contact with the filler neck until the fueling is completed.
- c. When a funnel is used in aircraft fueling, it shall be kept in contact with the filler neck as well as the fueling nozzle spout or the supply container to avoid the possibility of a spark at the fill opening. Only metal or other appropriate electrical conductive funnels shall be used.
- d. Each hose, funnel, or apparatus used in fueling or defueling aircraft shall be maintained in good condition and must be properly bonded to prevent ignition of volatile liquids.

4.8. Fueling Operations – Positioning of Equipment for Fueling

- a. Aircraft fuel servicing vehicles shall be positioned so that they can be moved promptly after all aircraft fuel hoses have been disconnected and stowed.
- b. The propulsion or pumping engine of aircraft fuel servicing vehicles shall not be positioned under the wing of aircraft during over-wing fueling or where aircraft fuel system vents are located. Aircraft fuel servicing vehicles shall not be positioned within a 10-foot (3 meter) radius of aircraft fuel system vent openings.

- c. Hand brakes shall be set on fuel servicing vehicles before operators leave the vehicle cab.
- d. No fuel truck shall be backed within 20 feet of an aircraft unless a person is posted to assist or guide.

4.9. Fueling Operations – Fire Outbreak

When a fire occurs in the fuel delivery device while servicing an aircraft, the fire department shall be notified immediately, fueling shall be discontinued immediately and all emergency valves and dome covers shall be shut down at once.

4.10. Fueling Operations – Use of Fuel Tank Vehicles on Taxiways, Taxilanes, and Runways

No fuel tank vehicle shall be operated on a taxiway, taxilane, or runway at any time without first obtaining authorization from the Airport Director.

4.11. Fuel Operations – Fire Extinguishers

No person shall engage in aircraft fueling or defueling operations without proper and adequate fire extinguishing equipment readily accessible and operational at the point of fueling.

4.12. Fueling Operations – Allowed Parking Areas for Fuel Tender

All areas used for fuel tender shall be approved in advance by the Airport Director and shall take into account:

- a. Facilitating dispersal of the vehicles in the event of emergency.
- b. Providing at least ten (10) feet of clear space between parked vehicles for accessibility for fire control purposes.
- c. Preventing any leakage from draining to an adjacent building, storm drain, or grass area.
- d. Minimizing exposure to damage from out-of-control aircraft.
- e. Providing at least 25 feet from any occupied building, hangar, or other enclosed structure which has windows or doors in the exposed walls.

4.13. Fueling Operations – Use of Radio, Radar, or Electrical Systems

No person shall operate a radio transmitter or receiver, or switch electrical appliances on or off, in an aircraft while it is being fueled or defueled.

4.14. Fueling Operations – Thunderstorm Activity

Fueling or defueling operations shall not be conducted during periods of dangerous thunderstorm activity in the vicinity of the Airport.

4.15. Fueling Farms and Bulk Fuel Installations

- a. All fuel farms and bulk fuel installations shall conform to all applicable operating directives, the appropriate National Fire Protection Association Standards, City fire codes, federal, state and local laws, and any other directives issued by the Airport Director.
- b. There shall be NO SMOKING within one hundred (100) feet of a fuel farm or bulk fuel installation.
- c. Fire extinguishers shall be maintained in an accessible position and in an operable condition with an unexpired certification date by the operator.
- d. No fueling or fuel transporting vehicle shall be left unattended during loading and unloading of fuel at a fuel farm or bulk fuel installation.

4.16. Fuel Tank Vehicles

- a. Each fuel tank vehicle shall be conspicuously marked on both sides and rear of the cargo tank with the word "FLAMMABLE".
- b. Emergency operating devices on all fuel tank vehicles shall be conspicuously marked "EMERGENCY SHUT OFF".
- c. The propulsion and pumping engine on all fuel tank vehicles shall have safeguards to reduce ignition sources to a minimum.
- d. The carburetor on all fuel tank vehicles shall be fitted with an approved back-flash arrester.
- e. The wiring on all fuel tank vehicles shall be adequately insulated and fastened to eliminate chafing, and affixed to terminal connections by tight-fitting snap or screw connections with rubber or similar insulating and shielding covers and molded boots.
- f. Two fire extinguishers should be conspicuously apparent on all fuel tank vehicles.
- g. Each hose, funnel, or apparatus on a fuel tank vehicle used in fueling or defueling aircraft shall be maintained in good condition.
- h. Maintenance and testing of aircraft fueling systems shall be conducted under controlled conditions and in accordance with NFPA guidelines.
- i. Fuel tank vehicles shall only be stored and maintained outdoors in areas authorized by the Airport Director.

4.17. Smoking

Smoking or carrying lighted smoking materials or striking matches or other incendiary devices shall not be permitted within 100 feet of parked aircraft, nor during fueling or defueling, nor during the loading or unloading of fuel tank vehicles or tank cars, nor within 100 feet of a flammable liquid spill, nor in any area on the Airport where smoking is prohibited by the Airport Director by means of posted signs, nor in any hangar, shop or other building in which flammable liquids are stored or used except in cases where, specifically approved smoking rooms have been constructed for that purpose.

4.18. Open Flame Devices and Operations

Lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, and all operations involving open flames shall only be conducted within those facilities that have been previously authorized by the Airport Director or lease agreement to perform such activities. If authorized, these activities shall be restricted to designated areas and isolated from the storage section of any hangar. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.

4.19. Storage of Materials

- a. No person shall keep or store gasoline, kerosene, ethyl, jet fuel, ether, or other flammable gases or liquids, including those used in connection with the process of "doping", or any other material or equipment in such manner as to constitute a fire hazard or be in violation of applicable federal, state or City codes and regulations, or airport operating directives.
- b. No person shall keep, transport, or store bulk quantities of lubricating oils on the Airport except in containers and receptacles designed for such purpose and in areas specifically approved for such storage in compliance with the applicable federal, state, City codes and regulations, or the standards as published by the NFPA.
- c. All flammable gases or liquids shall be stored in accordance with the applicable federal, state or City codes and laws, and appropriate NFPA standards. Buildings where such material is being stored shall include appropriate fire suppression devices and first-aid equipment.
- d. No underground storage tanks shall be permitted.

4.20. Hazardous Materials

- a. Explosives or other hazardous materials barred from loading in, or for transportation by civil aircraft in the United States under current or future regulations promulgated by the Department of Transportation, the Federal Aviation Administration, or by any other competent authority shall not be transported, handled, or stored in or upon the Airport. Compliance with the above referenced regulations shall not constitute a waiver of the required notice or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the Airport. Advance notice of at least 48 hours shall be given to the Airport Director to permit full investigation and clearance for any operation requiring a waiver of this rule.
- b. No person may offer, and no person may knowingly accept, any hazardous article for shipment at the Airport unless the shipment is handled and stored in full compliance with the current provisions of Federal Aviation Regulations.

- c. Any person engaged in transportation of hazardous articles shall designate personnel at the Airport who are authorized and responsible for receiving and handling such shipments in compliance with all prescribed regulations.
- d. Any person engaged in the transportation of hazardous articles shall provide storage facilities which reasonably ensure against unauthorized access or exposure to persons and against damage to shipments while at the Airport.

4.21. Motorized Ground Equipment around Aircraft

No person shall park motorized ground equipment near any aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of an emergency.

4.22. Operating Motor Vehicles in Hangars

No person shall operate a motor vehicle in any hangar or other enclosed structure for other than towing an aircraft or parking an automobile while the aircraft is in use.

4.23. Aircraft Electrical and Electronic Systems

No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within (300) feet, or the low intensity beam is within (100) feet of an aircraft fueling operation, aircraft fueling truck, flammable liquid storage facility, or any person unless an approved shielding device is used during the radar operation.

4.24. Electrical Equipment and Lighting Systems

Vapor or explosion-proof electrical equipment and lighting systems shall be used exclusively within hangars or maintenance shelters when required under NFPA Standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.

4.25. Heating/Air Conditioning/Ventilation of Hangars

The only heating, air conditioning, ventilation fans, or other devices that are approved for use in the hangars shall not exceed the rated electrical service of the power outlet. All electrical equipment used in any hangar must be approved as suitable for use in enclosed spaces by the Underwriters Laboratories, Inc. and shall be installed and maintained in the manner prescribed by the Underwriters Laboratories, Inc.

4.26. Use of Cleaning Fluids

Cleaning of aircraft parts and other equipment shall preferably be done with non- flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100°F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with NFPA good practice recommendations.

4.27. Aprons, Buildings, and Equipment

- a. All persons on the Airport shall keep all areas of the leased premises or used by them clean and free of oil, grease and other flammable material. The floors of leased hangars and other buildings owned by the City shall be kept clean and continuously kept free of rags, waste materials or other trash and rubbish. The tenants shall furnish and maintain approved metal receptacles with a self-extinguishing cover for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying space and kept clean at all times.
- b. No person shall use flammable substances for cleaning hangars or other buildings on the Airport. Building cleaning agents shall meet all federal, state and local codes, regulations or permits with particular note to potential storm water run-off.

4.28. Trash Containers; Hauling

- a. No tenant, lessee, concessionaire, or their agents doing business on the Airport, may keep uncovered trash containers adjacent to sidewalks or roads in a public area of the Airport.
- b. No person shall operate an uncovered vehicle to haul trash, dirt, or debris of any other kind on the Airport without prior permission from the Airport Director.
- c. No person shall spill dirt or any other materials from a vehicle operating on the Airport.

4.29. Repairing and Maintaining Aircraft

- a. Where Repairs and Maintenance may be performed – limitations on repairs and maintenance inside City-owned aircraft storage hangars.
 - i. All repairs and maintenance performed within any City-owned storage hangar shall fully comply with all applicable FAA rules and regulations, including limitations on the type and scope of work as may be authorized by the FAA.
 - ii. The starting or operating of aircraft engines inside any City-owned storage hangar is strictly prohibited.
 - iii. There shall be NO fuel transfer in any City-owned storage hangar.
 - iv. There shall absolutely be NO welding, painting, doping, torch-cutting, torch-soldering, or use of any welding, torching, sparking, spraying or doping device(s) in any City-owned storage hangar. Only preventative maintenance is allowed in any City-owned hangar. Preventative maintenance shall refer to any maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43.
 - v. Additionally, as to repairs or maintenance to the aircraft fuel system or fuel tank, there shall be NO work performed or tools used in any hangar which may cause any spark or flash or which has the potential to start a fire or cause an explosion.
 - vi. In no event may any repairs or maintenance be performed in any hangar that would be unsafe, unsightly, or detrimental to the use of airport facilities by others.
 - vii. Further, to the extent not covered herein, no person shall construct, build or substantially rebuild any aircraft including, without limitation, aircraft disassembled or from kits, within any City-owned storage hangar without the prior written authorization of the Airport Director and which approval may not unreasonably be withheld. This provision expressly recognizes the greater latitude the FAA affords those persons who entirely build their own aircraft from scratch or from kit.

- viii. In addition to the provisions herein, all repairs and/or maintenance performed in any City-owned storage hangar shall comply with: (a) all applicable regulations promulgated by the NFPA; and (b) all applicable provisions of the National Electrical Code (NEC). ix. The disposal of used oil and other hazardous waste shall be in accordance with these Rules and Regulations and shall be the responsibility of the tenant.

b. Persons Authorized to Perform Repairs and Maintenance on Aircraft.

- i. Nothing herein is intended to prevent any aircraft owner or owner's employee(s) from performing maintenance on their own aircraft as provided for in FAA Order 5190.6B, as amended or superseded.
- ii. Only those persons that have a verified status of an approved Fixed Base Operator, or authorized to perform repairs or maintenance under the City's **Minimum Standards**, may repair or maintain any public or private aircraft on the Airport.

4.30. Doping, Painting, and Paint Stripping

- a. No Person shall conduct a fabric doping process, spray painting, or paint stripping except in areas or facilities specifically approved for such purposes under NFPA standards and applicable provisions of federal and state law and the City's codes and ordinances.
- b. The arrangement, construction, ventilation, and protection of spraying booths and the storing and handling of doping, painting and stripping materials shall be in accordance with NFPA standards and applicable federal, state and the City's codes and ordinances
- c. No Person shall enter or work in confined areas where fabric doping, painting, or stripping is in process, unless such Person is properly clothed, ventilated, and protected in accordance with NFPA standards and applicable provisions of the City's codes and ordinances.

4.31. Fire Extinguishers

- a. Fire extinguishing equipment at the Airport shall not be tampered with at any time, nor used for any purpose other than firefighting or fire prevention. All such equipment shall be maintained in accordance with NFPA Standards. Tags showing the date of the last inspection shall be attached to each unit or records acceptable to Underwriters Laboratory (UL) shall be kept showing the status of such equipment.
- b. All tenants or lessees of hangars, aircraft maintenance buildings or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling vehicles designed for the transport and transfer of fuel shall carry onboard a minimum of (2) fire extinguishers, one located on each side of the vehicle. Extinguishers shall conform to applicable NFPA Standards.

SECTION 5 AERONAUTICAL ACTIVITY

5.1. General Rules

- a. Compliance With Orders - All aeronautical activities at the Airport shall be conducted in compliance with the current applicable Federal Aviation Regulations, these Rules and Regulations, Minimum

Standards, standard operating procedures and operating directives, as these rules, regulations, procedures and directives may be amended or renumbered from time to time.

- b. Hold Harmless - The aircraft owner, pilot, agent, or their duly authorized representative agrees to release, discharge and hold harmless the City, its council, its officers, and its employees of and from liability for any damage which may be suffered by any aircraft or its equipment, and for personal injury or death. The use of the airfield operations area and related facilities shall constitute acceptance of the terms of this provision, these Rules and Regulations and other airport standards and operating directives.
- c. Negligent Operations Prohibited
 - i. No person shall operate aircraft at the Airport in a careless manner or in disregard of the rights and safety of others.
 - ii. All persons using the Airport shall be liable for any property damage caused by their carelessness or negligence on or over the Airport, and any aircraft being operated, so as to cause such property damage, may be retained in the custody of the Airport Director and the City shall have a lien on said aircraft until all charges for damages are paid. Any person liable for such damage agrees to indemnify fully and to save and hold harmless the City, its council, its officers, and its employees from claims, liabilities, and causes of action of every kind, character, and nature and from all costs and fees (including attorney's fees) connected therewith and from the expenses of the investigation thereof.
- d. Denial of Use of Airport - The Airport Director or their authorized representative shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to direct refusal of takeoff permission to aircraft, and to deny the use of the Airport or any portion thereof to any specified class of aircraft or to any individual or group, when they consider any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Airport Director or their authorized representative believes the condition of the Airport to be unsafe for landings or takeoffs, it shall be within their authority to issue, or cause to be issued a NOTAM (Notice to Airmen) closing the Airport or any portion thereof.
- e. Aircraft Accidents or Incidents - The pilot or operator of any aircraft involved in an accident or incident, as defined in FAR 830.2 (as such provision may be renumbered or amended) on the Airport causing personal injury or property damage, shall, in addition to all other reports required by other agencies, make prompt and complete report concerning said accident or incident to the office of the Airport Director within 72 hours of the time the accident or incident occurred. When a written report of any accident or incident is required by Federal Aviation Regulations, a copy of such report may be submitted to the Airport Director in lieu of the report required above. In either instance, the report shall be filed to the Airport Director within 72 hours from the time the accident or incident occurred.
- f. Disabled Aircraft - Subject to compliance with appropriate federal regulations, authorizations, and directives, the aircraft owner shall be responsible for the prompt removal of all disabled aircraft and its parts at the Airport, until the Airport Director or their authorized representative has granted permission to do so. In the event of owner's failure or refusal to comply with removal orders, the disabled aircraft or any parts thereof may be removed by the Airport Director at the owner's expense without liability to the City for any damage which may be incurred as a result of such removal.
- g. Tampering with Aircraft - No person shall interfere or tamper with any aircraft, or put in motion such aircraft, or use or remove any aircraft, aircraft parts, instruments or tools without prior positive evidence of permission from the owner thereof.

- h. Certification of Aircraft and Licensing of Pilot - All aircraft operating at the Airport shall display on board the aircraft a valid airworthiness certificate issued or required by the FAA or appropriate foreign government and shall display on the exterior of the aircraft a valid registration number issued by the FAA or appropriate foreign government. All persons operating aircraft on the Airport shall possess an appropriate license and certifications as issued by the FAA or appropriate foreign government.

5.2. Airport Operational Restrictions

- a. Use Restrictions within Airfield Operations Area - Unless contrary to federal aviation regulations and only when deemed necessary for the safe operation of the Airport, the Airport Director, through the publication of Notices to Airmen (NOTAMS), may designate or restrict the use of runways or other operational areas at the Airport with respect to, but not limited to, the following types of operations:
 - i. Touch and Go Flights.
 - ii. Training Flights. iii. Experimental Flights. iv. Equipment Demonstration.
 - v. Air Shows.
 - vi. Maintenance Flight Checks. vii. Aircraft Type.
 - viii. Compliance with CFR Part 36, Noise Standards: Aircraft Type and Airworthiness Certification.
- b. Takeoffs and Landings - The following additional provisions shall apply to all take offs and landings of aircraft:
 - i. Except for a helicopter, which may operate from a FDOT approved helipad, no person shall cause an aircraft to land or takeoff at the Airport, except on a runway.
 - ii. No person shall cause an aircraft to takeoff or land on or from an unserviceable runway, or on or from any ramp area, taxilane or taxiway.
 - iii. No person shall land an aircraft and turn 180 degrees in order to reverse direction for takeoff on a runway.
 - iv. All persons landing an aircraft at the Airport shall make the landing runway available to other aircraft by leaving the runway as promptly as possible, consistent with safety.
 - v. Any person operating or controlling an aircraft landing at or taking off from the Airport shall maintain engine noise within applicable aircraft engine noise limits as promulgated by the federal government.
- c. Banner Towing Prohibited - Aircraft tow banner pickups and drop offs from or on the Airport are prohibited without a prior written agreement or permit signed by the Airport Director and under such terms and conditions as may be imposed.
- d. Parachute Jumping Prohibited - Parachute jumping over or on to the Airport is prohibited without a prior written agreement or permit signed by the Airport Director and under such terms and conditions as may be imposed.
- e. Kites, radio-controlled aircraft (including UAVs), tethered balloons, or other objects that could constitute a hazard to aircraft operations shall not be flown on or within the vicinity of the Airport unless authorized in writing by the Airport Director.

5.3. Taxi and Ground Rules

a. Aircraft Parking - The following additional provisions shall apply to all parking of aircraft:

- i. No person shall park an aircraft in any area on the Airport except those designated, and in the manner prescribed, by the Airport Director. If any person uses unauthorized areas for aircraft parking, the aircraft so parked may be removed by or at the direction of Airport Director at the risk and expense of the owner thereof.
- ii. Aircraft shall not be parked in such a manner as to block other parked aircraft, hangars, or taxilanes.
- iii. No aircraft shall be left unattended on the Airport unless it is in a hangar or adequately secured.
- iv. Articles left in aircraft are the sole responsibility of the aircraft owner/pilot. Theft or vandalism of said articles are not the responsibility of the City.

b. Derelict Aircraft - The following additional provisions shall apply to all derelict aircraft:

- i. No person shall park or store any aircraft in non-flyable condition on airport property, including leased premises, for a period in excess of ninety (90) days without prior written permission from the Airport Director.
- ii. No person shall store or retain aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved in writing by the Airport Director.
- iii. Whenever any aircraft is parked, stored or left in a non-flyable condition on the Airport in violation of the provisions of this section, the Airport Director shall so notify the owner or operator thereof by mail, requiring removal of said aircraft within fifteen (15) days of receipt of notice, or if the owner or operator be unknown or cannot be found, the Airport Director shall conspicuously post and affix notice to the aircraft, requiring removal of the aircraft within fifteen (15) days from date of posting. Upon the failure of the owner or operator to remove the aircraft within the period provided, the Airport Director may have the aircraft removed from the Airport. All costs incurred by the City in the removal of any aircraft as set forth herein shall be recoverable against the owner or operator thereof.

c. Starting and Running Aircraft Engines - The following additional provisions shall apply to all starting and/or running of aircraft engines:

- i. No aircraft engine shall be run at the Airport unless a licensed pilot or FAA-certified Airframe or Powerplant mechanic qualified to run the engine of that particular type aircraft is at the controls and the aircraft has set adequate parking brakes.
- ii. No person may run the engine of an aircraft parked on the Airport in a manner that could cause injury to a Person(s), damage to property or in any way hinder the safe operation of the Airport.
- iii. No aircraft will be run-up or started up while under the roofline of a hangar, whether said hangar is enclosed or not.
- iv. Noise emanating from aircraft engines during maintenance operations shall be maintained within the applicable noise limits promulgated by the City.

d. Aircraft Taxiing - The following additional provisions shall apply to all aircraft taxiing:

- i. No person shall taxi an aircraft on the Airport until he or she has ascertained that there will be no danger of collision with any persons or objects.
- ii. All aircraft shall be taxied at a safe and reasonable speed.
- iii. All wheeled-aircraft operating on the Airport shall be equipped with wheel brakes in proper working order.
- iv. Where taxiing aircraft are converging, the aircraft involved shall pass each other bearing to the right.

- v. All aircraft being taxied on the Airport shall operate aircraft position lights in accordance with FAR Part 91 (as such provision may be renumbered or amended) during the hours between sunset and sunrise.

5.4. Rotorcraft Operations Rules

The following provisions shall apply to all rotorcraft operations at the Airport:

- a. Minimum Clear Area for Operating Rotors - Rotorcraft shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least 50 feet in all directions from the outer tips of the rotors.
- b. Operations Near Parked Aircraft - Rotorcraft aircraft shall be operated at least 50 feet from any areas on the Airport where unsecured light aircraft are parked.
- c. Minimum Altitude - Rotorcraft shall, at all times over the Airport, operate at least 50 feet from all buildings, property and people as not to cause any damage or harm. Rotorcraft shall operate in accordance with all applicable FAA regulations.

5.5 Parachute Jumping

Because of its inherent dissimilarities with other aeronautical activities extant at the Airport, parachute jumps (skydiving) using the Airport as a landing area are regulated under specific Rules and Regulations to ensure the safety of all Airport users.

- a. Experimental and exhibition skydiving at the Airport shall not be permitted except as hereinafter provided. This activity may be permitted on specific occasions by the City provided prior approval has been obtained from the FAA and that proper precautions are in place to protect the public safety.
- b. No person shall engage in any parachute jumping operation with the intent of landing on airport property without the written permission of the Airport Director.
- c. In addition to complying with this Section, all parachute jumping operations at the Airport shall be conducted in compliance with the provisions and conditions set forth in the City's **Standard Operating Procedures for Skydiving Operations**.
- d. Persons engaged in approved skydiving operations shall use only the designated parachute drop zone(s). Landing on another area of the Airport property by any parachutist is prohibited.
- e. Only parachutists holding a current USPA Class D license, or jumping in tandem with a Class D license holder, shall be permitted to use the Airport for landing.
- f. Unless expressly approved pursuant to item 5.5(a) of this section, parachute operations shall only be conducted through the services and facilities of a commercial skydiving operator authorized to conduct business at the Airport.
- g. The parachute drop zone and the area in the general vicinity of the parachute drop zone are restricted to only persons with an operational need to be in or around the area.

5.6 Use of City-Owned and Managed Hangar Facilities

The following additional provisions shall apply to the use or lease of all City-owned and managed hangars:

- a. Interference with Other Tenants; Prohibition of Nuisances - T-hangars and unit storage hangars shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of other buildings and structures in the neighborhood of the leased premises or the tenants therein.
- b. Aircraft Storage Only - T-hangars and storage hangars shall be used solely for the storage of tenant's aircraft and incidental items thereto. For purposes of this provision, incidental items shall be limited to: i.) parts, accessories, supplies, and tools for said aircraft and only to the extent such are directly related to the repairs and maintenance authorized in subsection 4.29(b) above; ii.) workbench; iii.) chairs; and iv.) tenant's personal vehicle as provided herein. The tenant, at the tenant's sole risk, may park their personal vehicle in the hangar for only so long as the tenant is using their aircraft. The tenant shall assume all risk of loss or damage resulting from the temporary parking of said vehicle in the hangar. The tenant further acknowledges and agrees that the risk or loss or damage to said vehicle and incidental items and personal property described herein are not covered items under the property insurance for the premises or under any other policy of insurance maintained by the Airport. The storage of anything not specifically listed herein shall be a violation of these rules.
- c. Attachments to Building Structure - No permanent items shall be structurally attached to the building, either interior or exterior. No aircraft, aircraft component, or other item shall be suspended or lifted utilizing the building or any component of the building.
- d. Alterations to Hangar - No alterations will be made to the hangar structure without prior written approval from the Airport Director. Any tenant who desires to alter or modify a City-owned hangar must submit plans and cost estimates to the Airport Director for review and approval. Once approved, it is the tenant's responsibility to coordinate with the City's Building Department to obtain the necessary permits. All such improvements shall be at the tenant's expense and shall become property of the City at the expiration of the lease agreement. Any alterations made without prior approval are subject to removal by the Airport Director at tenant's expense, upon thirty (30) days written notice, for the purpose of repair, construction or other purposes deemed necessary by the Airport Director.
- e. Storage of Flammable Materials - No flammable materials or refuse shall be stored or allowed to accumulate in hangars
- f. Washing Aircraft - Aircraft shall only be washed in the area designated by the Airport Director.
- g. Prohibition of Sprayers - No paint spraying or spraying of any kind will be permitted in any City owned storage hangar.
- h. Prohibition on Electrical Equipment and Devices - All electrical equipment and devices used in any hangar must be approved as suitable for use in enclosed spaces by the Underwriters Laboratories, Inc.
and shall be installed and maintained in the manner prescribed by the Underwriters Laboratories, Inc.
- i. Use of Tools and Equipment within Hangars - No tools, equipment, or material will be used in the hangars that could constitute a fire hazard.

- j. Smoking Prohibited within Hangars - No smoking in hangars is permitted.
- k. Floors Kept Free of Fuels, Oils, Lubricants and Other Pollutants - Tenants shall exercise reasonable care to keep the floor of the hangar free from fuels, oils, lubricants and other pollutants at all times.
- l. Conservation of Water and Electricity - Tenants will make every reasonable effort to conserve electricity and water.
- m. Signs – No signs may be painted or attached to the exterior of City-owned T-hangars or aircraft storage hangars.
- n. Hangar Doors - Hangar doors shall be kept closed at all times, except when moving aircraft, working on aircraft, or when aircraft will be gone for only a short time, and at no time shall doors be left open at night. Tenants shall ensure their hangar doors do not interfere with other tenants' door opening.
- o. Parking of Aircraft Outside of Hangars - No aircraft or vehicle is to be parked by T- hangars or unit storage hangars, in such a manner as to block access to adjoining hangar spaces, or to cause inconvenience to other tenants or taxiing aircraft.
- p. Prohibition of Commercial Activities – T-hangars are for the private use of tenant for the storage of aircraft and shall not be used for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such sales are transacted for a profit unless specifically provided for in tenant's lease.
- q. Prohibition of Non-Aircraft Repairs - Tenants are prohibited from performing repairs on non-aircraft or automotive equipment of any kind except an authorized motorized towing vehicle from or at the premises.
- r. Use of Power Operated Equipment - All power operated equipment shall be shut off when not in actual use.

SECTION 6 MOTOR VEHICLES

6.1. General Traffic Regulations

- a. Authority. The City is authorized to and hereby adopts regulations relating to traffic and traffic control in the vicinity of the Airport and may post official traffic control devices pursuant hereto. These regulations include, but are not limited to, regulations for parking, standing, stopping, one-way traffic, through roadways, stop or yield intersections, speed restrictions, crosswalks, safety zones, bus stops, signal devices, roadway use limitations, and restricted areas.
- b. Vehicle Condition - No person shall operate upon the airport premises any motor vehicle which: (1) is constructed, equipped or loaded in an unsafe manner; (2) may endanger persons or property, or (3) has attached thereon any object or equipment (including a towed object) which drags, swings or projects so as to be hazardous to persons or property.
- c. Closing or Restricting Use of Airport Roadways - The Airport Director or their authorized representative is authorized to close or restrict the use of any or all airport roadways to vehicular traffic in the interest of public safety or security.

- d. Parking on Right-of-Ways Prohibited - Vehicles shall not park on any City-owned or maintained right-of-way adjacent to the Airport. Vehicles so parked are subject to citation and/or towing at the owner's expense.

6.2 License Requirements

Valid Driver's License. No person shall operate a vehicle or motorized equipment on the Airport without a valid driver's license issued by or recognized in Florida.

6.3. Speed Limits within Airport

Maximum Speeds. No person shall drive a vehicle on the Airport at a speed greater than the posted speed limit. Except for airfield operations area (pursuant to subsection 6.4(a)), in all other areas of the Airport where signs are not posted, the maximum speed limit shall be 10 miles per hour.

6.4. Vehicle Operations within Airfield Operations Areas

- a. Permission - No motor vehicle shall be permitted on the airfield operations area unless permission is granted by the Airport Director. Maximum speed limit for vehicles on the airfield operations area shall be 10 miles per hour.
- b. Parking - No motor vehicle shall be parked on any portion of the airfield operations area except those necessary for the servicing of aircraft and the maintenance of the Airport.
- c. Restricted Parking Areas - No person shall park a vehicle in any manner so as to block or obstruct: (1) airfield taxiways or taxilanes (2) fire hydrants and the approaches thereto; (3) gates or emergency exits; or (4) building entrances or exits.
- d. Right-of-Way of Aircraft - Aircraft taxiing on any runway, taxilane, and taxiway or apron area shall have the right-of-way over vehicular traffic.

6.5. Public Parking

- a. Compliance with Signs - Operators of motor vehicles using the public parking facilities at the Airport shall observe and comply with all regulatory and directional traffic signs entering and departing said facilities.
- b. Parking Duration - No vehicle shall remain in any public parking Facility on the Airport for more than thirty (30) consecutive days.
- c. Overnight parking of recreational vehicles, travel trailers, or other vehicles designed to accommodate camping activities is prohibited without prior written consent of the Airport Director.

6.6. Pilot Parking

Pilot Parking - The Airport Director will establish at least one area within the Airport where pilots may park their vehicles during flights.

SECTION 7 FEES AND CHARGES

7.1. Space Occupancy Charges

Occupancy and rental of all space, or the conduct of any business, commercial enterprise or other form of revenue producing activity on the Airport, shall not be permitted without a fully executed contract signed by the City.

7.2. Aircraft Parking Fees

- a. Aircraft parked on ramp areas assigned to any fixed base operator shall be charged at the rate determined by the fixed base operator.
- b. Aircraft parked on ramp areas other than those covered in subsection 7.2(a) shall be charged at a rate agreed upon, in advance, with the Airport Director. Absent such agreement, the Airport Director may impose such rate comparable with other airports of similar size and facilities.

SECTION 8 PENALTIES

8.1. Cease and Desist Orders

- a. The Airport Director may order any person to cease and desist any activities or conduct which is in violation of or in noncompliance with these Rules and Regulations, ***Minimum Standards***, Standard Operating Procedures, and/or operating directives.
- b. The Airport Director may order any person(s) who knowingly fails to comply with a cease and desist order removed from or deny their access to the Airport. An order of removal from or denial of access to the Airport shall be issued by the Airport Director or their authorized representative and written orders may be hand delivered or sent by certified mail to the person's last known address.
- c. Any such order herein shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

8.2. Removal of Property

- a. Law enforcement may remove or cause to be removed from any restricted or reserved areas, any roadway or right-of-way or any other unauthorized area or structure at the Airport, any property which is disabled, abandoned or which creates an operations problem, nuisance, security or safety hazard or which otherwise is placed in an illegal, improper, or unauthorized manner. Any such property may be removed, or caused to be removed, by law enforcement to an official impound area or such other area designated by the Airport Director.
- b. Any property impounded by the City shall be released to the owner or operator thereof, upon proper identification of the property, provided that the person claiming it pays any towing, removal, and/or storage charges and any other accrued fees. The Airport shall not be liable for any damage which may be caused to the property or loss or diminution of value which may be caused by the act of removal.

8.3. Remedies not Cumulative

Nothing in the preceding sections is intended to preclude any authorized City personnel from taking any action mentioned above, together with any other action authorized in law or equity, or otherwise provided in any contract, lease, license, or agreement. All remedies herein may be exercised individually or severally and the use or exercise of any one remedy or remedies is not intended to preclude the use or exercise of other remedies.

- End of Rules and Regulations -

Attachment A

REFERENCES & RESOURCES

Federal

Code of Federal Regulations

Title 14 – Aeronautics and Space (also referred to as “Federal Aviation Regulations” or FARS) Title 49 – Transportation

FAA Orders

Order 5190.6B – Airport Compliance Handbook

FAA Advisory Circulars

AC 90-66B - Non-Towered Airport Flight Operations

AC 105-2E - Sport Parachute Jumping

AC 150-5300.13A – Airport Design

FAA Guidance

Aeronautical Information Manual (AIM)

Chapters 1-10

Appendix 3 Abbreviations/Acronyms, Pilot/Controller Glossary

State of Florida

Florida Statutes as applicable including:

Chapter 163 – Intergovernmental Programs

Chapters 329-333 – Aviation

Chapter 633 – Fire Prevention and Control

Florida Administrative Code as applicable including:

Department 9 – Department of Community Affairs

Department 14 – Department of Transportation

Department 17 – Department of Environmental Regulation

Department 62 – Department of Environmental Protection

Florida Department of Environmental Protection

Florida Department of Transportation

Florida Aviation System Plan

Florida (Aviation) Guidelines

Sarasota County

Code of Laws and Ordinances

City of Venice

Code of Ordinances

Venice Municipal Airport

General Provisions

Definitions for Use

Rules and Regulations for Venice Municipal Airport

Minimum Standards for Commercial Aeronautical Activities

Standard Operating Procedures for Skydiving Operations

Industry

USPA Skydiver's Information Manual

EXHIBIT "C" – SWORN STATEMENT

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the CITY OF VENICE, FLORIDA, by FLORIDA FLIGHT MAINTENANCE CENTER, INC., whose business address is 160 Airport Avenue, Venice, Florida 34285, and its Federal Employer Identification Number (FEIN) is _____.

2. My name is _____ and my relationship to FLORIDA FLIGHT MAINTENANCE CENTER, INC., is _____.

3. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

4. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime: or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, that statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the

management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity (or an affiliate of the entity), has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

Date: _____

Signature: _____

State
of: _____

County
of: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires:

Notary Public

Printed Name or Stamp of Notary Public

Personally known to me or produced _____ as identification.