



General Provisions
for
Venice Municipal Airport

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SECTION 1 GENERAL INFORMATION

In order to promote the orderly and safe operation, maintenance, and development of the Venice Municipal Airport (Airport), the City of Venice (City) has adopted a set of Policy Guiding Documents to assist in the management and administration of the Airport. These documents include:

- a. **General Provisions** (this document) – provides general information and forms regarding how the City conducts business at the Airport.
- b. **Definitions for Use Regarding Venice Municipal Airport** – provides definitions of words, terms, and phrases used in the guiding documents and agreements for the Airport.
- c. **Airport Rules and Regulations** – establishes specific rules and regulations regarding activity at the Airport.
- d. **Minimum Standards for Commercial Aeronautical Activities** – identifies minimum acceptable facilities and levels of service for providers of commercial and other certain aeronautical activities.

Provisions found in each of these documents are intended to guide users and tenants in meeting the objectives of the City for operating the Airport in a safe, secure, and efficient manner, for providing an opportunity for profitable commercial services offered to the public, and for developing airport property into an attractive commercial business environment as an economic asset to the community.

SECTION 2 DEFINITIONS

All words, terms and phrases when used herein shall have the meanings as described in the City's **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 usage in the aviation industry.

SECTION 3 APPLICATION PROCEDURES

3.1 Application Requirements (General)

Any individual, partnership or corporation desiring to lease Airport property for any purpose must complete and submit a lease application for approval by the City.

a. Application Requirements (Commercial Aeronautical Activities)

Any individual, partnership, or corporation desiring to lease Airport property for purposes of performing one or more commercial aeronautical activities must complete and submit a lease application incorporating the requirements established by the City's **Minimum Standards for Commercial Aeronautical Activities** and signed by all parties owning an interest in the business including each partner, director, or corporate officer. (See **Attachment A-1 – Application for Airport Property Lease**).

b. Application Requirements (Commercial Non-Aeronautical Activities)

Any individual, partnership or corporation desiring to lease Airport property for purposes of conducting one or more commercial non-aeronautical activities must complete and submit a lease application for approval. The application must be signed by all parties owning an interest in the business including each partner, director, or corporate officer. (See **Attachment A-1 – Application for Airport Property Lease**).

c. Application Requirements (Special Use Permits)

Any individual, partnership or corporation not a tenant of the Airport, and desiring to use the airport for purposes of conducting commercial activities for a limited period, must complete and submit a special use permit. (See **Attachment A-2, Application for Airport Special Use Permit**). Permits shall be reviewed and approved by the Airport Director.

3.2 Application Submittal

The original application with three (3) copies, together with all required application documentation, shall be submitted to:

Airport Director
Venice Municipal Airport
150 Airport Ave East
Venice, FL 34285-3901

3.3 Application Information

In addition to the completed application, applicants shall also furnish supporting documents as evidence of their organizational and financial qualifications to provide the proposed activities. Supporting documentation in the form of a Business Plan should include (but may not be limited to):

- a. Proposed Use - written proposal detailing the nature of the proposed commercial activity to be provided, space and facility requirements and the proposed location on the Airport.
- b. Organizational Structure and Applicant Information – background and other pertinent information regarding the proposing organization and individuals of the organization.
- c. Financial Statement – Applicant may be required to submit current financial statements prepared in accordance with standard accounting principles prepared by a certified public accountant (CPA). The City shall be entitled to consider the financial statements in evaluating the applicant's financial ability to provide reasonable, safe, and adequate services to the public. Upon review of the Applicant's other information, this requirement may be waived. All financial information provided by the Applicant may be subject to disclosure under Florida's public records laws.
- d. Credit Report – Letter authorizing the City to obtain consumer and business credit information covering the Applicant and all principals for a corporation or partnership.
- e. Evidence of Insurance or ability to obtain required coverages with policy coverage conditioned on the faithful performance of an agreement that conforms to the requirements of the City's Insurance Requirements as outlined in these General Provisions. (See **Attachment C – Insurance Requirements**).
- f. Such other information as the City may require.

The Business Plan information is included as **Attachment B-1 – Business Plan Information**. Note: Commercial aeronautical operators must provide additional information as set forth in **Attachment B-2 – Supplemental Business Plan Information**.

3.4 Action on Applications

The Application and Business Plan information shall be submitted to City staff with the appropriate application fee as set forth by the City. City staff will review the application and make a recommendation within a reasonable period of time from the receipt of a fully completed application.

If an application or business plan information is not complete, the City will contact the applicant delineating all deficiencies. The City, in reviewing an application package, reserves the right to:

- independently verify an applicant's representations, financial condition, and business background.
- obtain an independent credit report on an applicant.
- require preliminary approval of any proposed financing.
- request additional information, data, and reports.
- decline to review an incomplete application.
- suspend or terminate review of an application at any time it does not have the full cooperation of an applicant, including but not limited to, providing required or requested information, and attendance at any meetings of the City Council when the Applicant's presence is requested.

The City may deny any lease application or reject any proposal to operate any commercial activity on the Airport, if any one or more of the following are determined:

- a. The applicant does not meet published qualifications, standards, guidelines, and requirements established by the City.
- b. The applicant has supplied the City, or any other person, with false or misleading information or has failed to make full disclosure in their application or in the supporting documents.
- c. There is no appropriate, adequate, or available space on the Airport to accommodate the applicant at the time of application.
- d. The proposed activity construction or development plans conflict with the Airport's approved **Airport Layout Plan**, or which will create a safety hazard as determined by the City, or by the FAA through the review of FAA Form 7460-1, "Notice of Proposed Construction or Alteration" for the Applicant's proposed development.
- e. The Applicant's proposed development requires the City to spend funds or to supply materials or manpower that the City is unwilling to spend or supply.
- f. The Applicant's proposed development or activity will result in depriving existing service providers or tenants of portions of the area in which they are operating; will result in congestion of the airfield, roadways, or buildings; will unduly interfere with the operations of any current tenants or users or otherwise prevent free access to such operations.
- g. The Applicant's proposed development or activity could create a safety hazard or otherwise could be detrimental to the Airport.

- h. The Applicant has previously violated any of the City's **Minimum Standards for Commercial Aeronautical Activities** and/or **Rules and Regulations** for the Airport, or the standards and regulations of any other airport, Federal Aviation Regulations, or any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.
- i. The Applicant has defaulted or otherwise failed to meet their financial obligations in the performance of any lease or other agreement with the City or other public entity.
- j. The Applicant's credit report contains information that would create questions regarding the Applicant's abilities to provide the proposed service.
- k. The Applicant does not have, or appear to have, access to adequate operating financial capital necessary to provide the proposed service.
- l. The Applicant is unable to demonstrate the ability to obtain sufficient insurance, financial sureties, or guarantors to protect the interests of the City, or other appropriate governmental entities.
- m. The Applicant, including principals of the organization, has been convicted of a felony in violation of any local, state, or federal law.
- n. The City determines that the proposal is not in the best interest of the health, safety, welfare, necessity, or convenience of the traveling public, existing tenants, and other service providers at the Airport, or of the citizens of the City.

3.5 Right to Resubmit

An application which has been rejected by the City may be resubmitted based on additional information and will be reconsidered on that basis. The Applicant shall include a summary of changes with the additional information.

3.6 Application Approval

An application which has been approved by the City allows the Applicant to enter into a Lease Agreement with the City. Current forms of the City's draft Lease Agreements for commercial aeronautical and non-aeronautical activities and other permits and use agreements are available upon request.

An Applicant whose application has been approved by the City Council may not commence construction of improvements or operations at the Airport until:

- a. A lease, contract, license, or permit has been approved by the City Council and been fully executed by the applicable parties.
- b. The Applicant has obtained all required land use, occupancy, and building permits, and any other required governmental permissions or approvals.
- c. The Applicant has procured the required insurance coverages and filed certificates of insurance with the City. (See **Attachment C – Insurance Requirements**).
- d. The Applicant has posted any required bonds and assurances.

SECTION 4 INSURANCE REQUIREMENTS

4.1 Insurance Requirements

Every Tenant or User shall procure and maintain continuously in effect for the duration of its activities upon the Airport, at Tenant or User's sole expense, insurance of the types and in at least such minimum amounts as indicated in *Attachment C – Insurance Requirements* or otherwise determined by the City. Such insurance shall be placed with a company, or companies, authorized to do business in the state of Florida and satisfactory to the City.

All required insurance shall include the "City of Venice" (including, without limitation, members of the City Council, officers, agents, and employees) as an additional insured. The Tenant or User's insurance shall not be subject to cancellation or material alteration until at least thirty (30) days' prior written notice has been provided to the City. Tenants or Users shall provide the City with annual Certificates of Insurance evidencing that all of the established requirements have been met. The City may vary the types and minimum amounts of insurance coverage required based upon the precise nature of the activities to be conducted by the Tenant or User.

The amount or amounts of all required policies shall not be deemed a limitation of the Tenant or User's agreement to indemnify and hold harmless the City, and in the event the Tenant or User or the City shall become liable in an amount in excess of the actual coverage provided, then the Tenant or User shall save the City harmless from the whole thereof, except in the event of negligence by the City, and then only to the extent of that negligence.

SECTION 5 OTHER REQUIREMENTS

5.1 Airport Security

All Tenants and Users shall be required to conform to the applicable requirements and procedures of any adopted security plans or procedures for Venice Municipal Airport. The City reserves the right to impose additional security measures based on federal or state assessments and recommendations.

5.2 Operating Agreement (Commercial Aeronautical Operators)

No Applicant may provide a commercial aeronautical activity at the Airport until entering into a written Lease Agreement with the City. The Agreement shall be in a form acceptable to the City, shall specify which types of commercial aeronautical activities the Fixed Base Operator (FBO), Specialized Aeronautical Service Operator (SASO) or Independent Aeronautical Service Provider (IASP) is authorized to provide, and shall contain, without limitation, provisions for fees payable to the City, insurance, indemnification, and a security deposit or other form of contract security as required.

5.3 Subcontracting (Commercial Aeronautical Operators)

- a. An FBO shall not subcontract any fueling services without the prior written approval of the City, which may be withheld at the City's discretion. An FBO may subcontract other aeronautical activities to any other SASO or IASP in order to meet the City's Minimum Standards for FBOs. In determining whether to grant or deny such approval, the City may consider such factors as they deem to be pertinent and may impose conditions to satisfy the best interests of the City and the traveling public.
- b. Notwithstanding the approval by the City, the FBO shall remain fully responsible to the City for ensuring that any subcontracted commercial aeronautical activities are performed in accordance with all of the provisions of the City's Policy Guiding Documents for the Airport.
- c. SASOs or IASPs may not subcontract any of the services they are authorized to provide.

5.4 General Lease Clauses

All Lease Agreements with the City, aeronautical or otherwise, may include the following provisions, as applicable and as required by federal, state, and local governments:

- a. Fair and Nondiscriminatory Provisions.
- b. Affirmative Action Assurances.
- c. Civil Rights Assurances.
- d. Minority and Disadvantaged Business Enterprise Assurances.
- e. Non-Exclusive Rights Provision.
- f. Lease Subordination to Other Government Agencies Clause.
- g. Indemnity and Hold Harmless Clause.
- h. Provisions reserving the City's right to develop and maintain the Airport.
- i. Other mandated provisions, as well as standard Airport lease clauses.

5.5 Construction and Site Development Standards

Any proposed development or improvement of facilities by the Tenant will be subject to the development regulations established by the City for the Airport. Unless otherwise specified in the lease agreement or other stipulation, all improvements constructed on the Airport, other than trade fixtures, shall become a part of the land and belong to the City upon expiration, termination, or cancellation of the lease agreement between the Tenant and City covering such improvements.

If the Tenant chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the Tenant may be responsible for extending such services and pavement surfaces to its site at the Tenant's sole expense, unless otherwise negotiated with the City. All pavement areas shall be constructed in full compliance with FAA and/or FDOT standards. Ownership of such improvements shall revert to the City immediately after completion.

5.6 Severability Clause

If one or more clause, section, or provision of these General Provisions shall be held to be unlawful, invalid, or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clause, section, or provision shall not in any way affect any other clause, section, or provision of these General Provisions.

Attachment A-1

**Application
for
AIRPORT PROPERTY LEASE
Venice Municipal Airport**

This application format is required by the City of Venice to formally request consideration for leasing property at the Venice Municipal Airport. Complete all sections of the application (indicate "n/a" for sections not applicable to your application). Payment of a non-refundable application fee may be required to accompany the application in order to proceed with City staff review and recommendations. All information supplied by the Applicant will be treated as strictly confidential.

Note: A single copy of the Applicant's financial information shall be attached to the application in a sealed envelope and shall be returned to the applicant after disposition of the application.

Section 1. Applicant Information

Name: _____

Title: _____

Company/DBA: _____

Legal Entity: Corporation/LLC* Year Est: _____
 Partnership/LLP Year Est: _____
 Sole Proprietor Year Est: _____
 Other: *(please specify)* _____
 * Corporations/LLCs must be registered in Florida to execute lease

Mailing Address: _____

Phone: _____ Fax: _____

E-Mail _____

Section 2. Proposed Use

Application Type: Aeronautical Use (Land Lease Only)
 Non-Aeronautical Use (Land Lease Only)
 Aeronautical Use (Property Lease)
 Non-Aeronautical Use (Property Lease)

Briefly describe the proposed business use of property: _____

Section 3. Previous History/Experience

Answer the following.*

Does your proposal involve relocation or expansion of an existing business? No Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever declared bankruptcy? No Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever had a civil action or judgment entered against you or them to recover a claim? No Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever been evicted from leased property for cause? No Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever defaulted or otherwise failed to meet their financial obligations at an airport? No Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever been convicted of a felony? No Yes*

For proposals involving aeronautical uses, have you or any interested parties (i.e. corporate officers, partners) in this application ever been the subject of an FAA legal action? No Yes*

For proposals involving aeronautical uses, have you or any interested parties (i.e. corporate officers, partners) in this application ever filed a Part 13 or 16 action against an Airport? No Yes*

** For any "yes" answer, provide a detailed explanation of the circumstances and outcome on a separate attachment.*

Section 4. Credit References

a. Primary Applicant Credit Information:

Name: _____ SSN: _____

Address: _____ Date of Birth: _____

Phone: _____ Email: _____

b. Business Credit Information:

Name (dba): _____ FEIN: _____

Bank: _____ Duns: _____

Account No: _____

Previous Landlord: _____ Phone: _____

Location: _____ Email: _____

Attachment A-2

**Application for
AIRPORT SPECIAL USE PERMIT
Venice Municipal Airport**

This application is required by the City of Venice for any person to formally request permission to use Airport property for a commercial use or public activity at the Airport. The Special Use Permit requires evidence of (1) liability insurance covering the specific activity (See City's **General Provisions – Attachment C – Insurance Requirements**) minimum \$1,000,000); (2) appropriate equipment and facilities for the proposed use and; (3) appropriate licenses required to conduct the activity which must be attached to this application. The Special Use Permit is issued for a one (1) year period and requires the advance payment of a Special Use Permit Fee.

Complete all sections of the application (indicate "n/a" for sections not applicable to your application). Use separate sheets for explanations.

Section 1. Applicant Information

Name: _____

Title: _____

Company/DBA: _____

Legal Entity: Corporation/LLC Year Established: _____
 Partnership/LLP Year Established: _____
 Sole Proprietor Year Established: _____

Mailing Address: _____

Phone: _____ Cell: _____

Email _____ Fax: _____

Section 2. Proposed Use

Application Type (Permit Fee):

- Banner Towing (\$750 per year)
- Blimp Mooring (\$350 per week)
- Other Use: (area basis) _____

Briefly describe the proposed use of airport: _____

Special Use Permit Limitations:

1. This Permit may not be sold, conveyed, transferred, and assigned.
2. The permit holder agrees that it shall conduct its business and render its services in a professional manner consistent with the City's **Rules and Regulations** for the Airport, the City's **Minimum Standards for Commercial Aeronautical Activities**, industry standards, and sound business practices.
3. Permit holder acknowledges that all operating rights and privileges granted are non-exclusive.
4. The City for reason of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport shall, in its sole discretion designate and/or approve the location on the Airport from which the permit holder will provide its services.
5. If the permit holder breaches any provision of this Permit or violates the City's **Minimum Standards** and/or

Attachment B-1

Business Plan Information (All Applicants)

The following information should be provided by all applicants for a commercial lease or other agreement as part of the application process. Incomplete information may be grounds for disapproval of the application.

1. The name, address, telephone number, and e-mail address of the Applicant.
2. The organizational structure of the applicant (Note: Applicant must be a Florida resident or registered with the state as a Florida corporation, partnership, or trust):
 - a. If the Applicant is a corporation, include the names, addresses and telephone numbers of the corporation's officers and managers and the names and addresses of all shareholders having a five (5%) percent or greater ownership interest in the applicant.
 - b. If the Applicant is a limited liability company (LLC), include the names, addresses, and telephone numbers of the members and managers of the limited liability company (including, as applicable, what percentage each member and manager has of the ownership interest in the limited liability company).
 - c. If the Applicant is a general partnership, include the names, addresses, and telephone numbers of all the general partners.
 - d. If the Applicant is a limited partnership (LLP), include the names, addresses, and telephone numbers of the general partners and any limited partners of the limited partnership who have an ownership interest in the limited partnership which exceeds five (5%).
 - e. If the Applicant is a trust, the name, addresses, and telephone numbers of the trustees of the trust.
 - f. If the Applicant is an individual, the name, address, and telephone number of the individual applicant.
 - g. With regard to any other entity, such disclosure as the City deems appropriate.
 - h. Applicants shall also disclose if any officer, manager, partner or individual holding a disclosed interest in the Applicant is also an officer, manager, partner or person holding a controlling interest in any activity presently located or operating within the Airport.
3. Resumes that include qualifications and experience relevant to the proposed business for each of the Applicant's owners and/or financial backers.
4. All products and/or services that the Applicant proposes to offer.
5. The amount of land that the Applicant desires to lease and a site plan demonstrating how the Applicant intends to use the leased property. For aeronautical purposes, include how the property will access the airfield.

6. A detailed description of any improvements or structures that the Applicant proposes to construct in conjunction with its proposed operation.
7. Plans for future physical expansion of the business and a tentative schedule for when that might occur.
8. Copy(ies) of currently held insurance certificates relevant to meeting the City's insurance requirements. A letter from the Applicant's insurance provider certifying that the Applicant is eligible for City's required insurance coverages will also suffice. (See ***Attachment C - Insurance Requirements***).
9. Copies of all licenses, certifications, and other qualifications possessed by the Applicant and key employees that are required or necessary to perform the proposed services.
10. Any other information the Applicant can provide to help in the evaluation of the application. This may include, but is not limited to, letters of recommendation, awards, customer reviews, community service, etc.

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Attachment B-2

Supplemental Business Plan Information (Commercial Aeronautical Operators Only)

In addition to the information to be provided in Attachment B, applicants proposing to provide one or more commercial aeronautical activities at the Airport should provide the following information as part of their business plan and application. Incomplete information may be grounds for disapproval of the application.

1. The specific aircraft, if any, that the Applicant proposes to use as part of the proposed operation.
3. Equipment, if any, that the Applicant proposes to use as part of the proposed operation.
4. The number and qualifications of full and part-time employees that the Applicant proposes to use as part of the proposed operation.
5. The proposed periods (days and hours) of operation.
6. Annual activity and financial projections for the first five years of operation. (Provide evidence supporting the projections.)
8. Evidence of sufficient capitalization to carry out the proposed operation annually for the first five years of operation.
9. The means and methods, if any, the Applicant plans to use to attract new business (advertising, promotions, incentives, etc.).
10. Amenities, if any that the Applicant intends to use to attract new business.
11. Evidence that the Applicant can provide escrow funds, a surety, a performance bond, or other suitable guarantee of adequate funds to ensure that the financial obligations of the proposed operations will be met, including expenses of the City to cure any defaults.
12. Written authorization for the FAA, any aviation or aeronautics commissions, administrators and departments of all states in which the Applicant has engaged in aviation business to release information in their files relating to the Applicant or its operation.

#

**Attachment C
INSURANCE REQUIREMENTS**

Insurance Requirement Operator Category	Airport Liability with Combined Single Limit (CSL) including Premise Liability [1]	Aircraft Liability with Combined Single Limit (CSL) including Bodily Injury/Property Damage/Sub-limits > \$100,000 [1]	Hangar Keeper's Liability (per Occurrence)	Comprehensive Business Auto Liability with Combined Single Limit (CSL) including Hired and Non-Owned Vehicles (per Occurrence)	Workers Compensation and Employers Liability (Statutory Limit as required by Florida law)	Pollution Liability with Combined Single Limit (CSL)	Student & Renter's Liability
Non-Aeronautical Commercial Activity	\$1,000,000	n/a	n/a	\$1,000,000	See Note [3]	\$1,000,000	n/a
Fixed Base Operator	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	See Note [3]	\$1,000,000	If Applicable
Specialized Aeronautical Services Operator (SASO)							
Aircraft Maintenance & Repair Services	\$1,000,000	\$1,000,000 [2]	\$500,000	\$1,000,000 [2]	See Notes [2] & [3]		n/a
Aircraft Component & Support Services	\$1,000,000	\$1,000,000 [2]	\$500,000	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Flight Training	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	Yes
Aircraft Lease/Rental	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	Yes
Aircraft Charter & Air Taxi Services	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Aircraft Sales (New and/or Used)	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Aircraft Hangar Storage	\$1,000,000	\$1,000,000 [2]	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Aircraft Management Services	\$1,000,000	\$1,000,000 [2]	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Specialized Commercial Flying Services	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Commercial Parachuting & Skydiving	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000	See Notes [2] & [3]	n/a	Yes [4]
Independent Aeronautical Operator	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	If Applicable
Flying Club	\$1,000,000	\$1,000,000	\$500,000 [2]	n/a	n/a	n/a	If Applicable

Notes:

[1] Airport Liability (including Premises), Hangar Keeper's Liability, and Auto Liability can be covered as part of the Aircraft Liability Policy

[2] As applicable

[3] Employers Liability shall not be less than \$100,000 bodily injury by accident, \$100,000 bodily injury by disease, each employee and \$500,000 per occurrence

[4] Also include individual jumper liability insurance

[5] Insurance requirement is \$100,000 except for those providers that do actual maintenance on the aircraft which has a \$300,000 insurance requirement