

Los Angeles World Airports

April 29, 2002

Re: Van Nuys Airport Executive Directives

Dear Van Nuys Airport Association and Tenants:

The development of the Los Angeles World Airports (LAWA) Leasing Policy and Executive Directives for Van Nuys Airport has been an intense collaborative process for the last two and a half years. I appreciate your input, time and dedication to this process. With your help, a comprehensive series of directives has been created that is an innovative business approach to setting airport leasing standards. We believe these directives strike a successful balance between airport and landlord interests.

LAWA is moving forward in this process and I have approved for immediate implementation, the enclosed Executive Directives dated April 22, 2002. The Directives include Minimum Standards for Engaging in Aeronautical Activities, Relationship Between Capital Investment and Lease Term, and Definitions.

All of the recommendations received by tenants and the community were carefully considered and many of those suggestions, such as reconsidering the rate of investment for lease term, have been implemented in the final document. Because of the ongoing discussions related to the appraisal process, the Executive Directive titled "Establishment and Adjustment of Fair Market Rents" has not been finalized. An opportunity to comment on a revised draft of this Executive Directive will be given in the near future.

Industry experts have reviewed the Executive Directives and they have been recognized as one of the most comprehensive in the General Aviation industry.

Again, I thank each of you who collaborated on this process for your efforts on this important matter.

Sincerely,

Lydia Kennard Executive Director

Enclosure

LAX Ontario

Van Nuys

Palmdale

City of Los Angeles

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Lydia H. Kennard Executive Director

EXECUTIVE DIRECTIVES

Los Angeles World Airports

Van Nuys Airport

Lydia Kennard Executive Director

Executive Directives: Van Nuys

LIST OF DIRECTIVES

VNY 01.0 Minimum Standards for Engaging in Aeronautical Activities (4/22/02)

VNY 02.0 Relationship Between Capital Investment and Lease Term (4/22/02)

VNY 03.0 Definitions (4/22/02)

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1.0 INTRODUCTION

1.1 Governing Policy

1.1.1 Los Angeles World Airports (LAWA), a department of the City of Los Angeles (City), has, through its Board of Airport Commissioners (BOAC), adopted a Leasing Policy (Policy) to provide a framework for making leasing and property management decisions at the Van Nuys Airport (Airport). Under the Policy, the Executive Director of LAWA is authorized to promulgate Executive Directives to implement the Policy.

1.2 Purpose and Scope

- 1.2.1 These Minimum Standards for Engaging in Aeronautical Activities (Minimum Standards) have been established by Executive Directive pursuant to and in accordance with the Policy.
- 1.2.2 The purpose of these Minimum Standards is to (1) encourage the provision of high quality products, services, and facilities to Airport users; (2) encourage the development of quality improvements at the Airport; (3) promote safety; (4) promote the economic health of Airport businesses; and (5) promote the orderly development of Airport property. To this end, all entities desiring to engage in Aeronautical Activities at the Airport shall be accorded reasonable opportunities, without unlawful discrimination, to engage in such activities, subject to these Minimum Standards.
- 1.2.3 These Minimum Standards specify the standards and requirements that shall be met by any entity desiring to engage in one or more Aeronautical Activities at the Airport. These Minimum Standards are not intended to be all-inclusive. Any entity engaging in Aeronautical Activities at the Airport shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.
- 1.2.4 Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by LAWA. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in LAWA's discretion, meet these Minimum Standards.
- 1.2.5 Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such activities and promulgated by Executive Directive or incorporated into Agreements relating to the occupancy or use of particular Airport land or Improvements.
- 1.2.6 These Minimum Standards may be supplemented, amended, or modified by Executive Directive from time to time and in such manner and to such extent as is deemed appropriate by LAWA.
- 1.2.7 Specialized Aviation Service Operators (SASO) are encouraged to be subtenants of Fixed Base Operators (FBO); however, if suitable land or improvements are not available or cannot be secured from an FBO, SASOs may sublease improvements from another SASO, lease land from LAWA and, if necessary, request permission in writing from LAWA to construct improvements on such land in the LAWA designated areas, and/or lease improvements from LAWA.

1.3 Applicability

- 1.3.1 These Minimum Standards shall apply to any new Agreement or any extension of the term of an existing Agreement relating to the occupancy or use of Airport land or Improvements for Aeronautical Activities. If an entity desires, under the terms of an existing Agreement, to materially change its Aeronautical Activities, LAWA shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards.
- 1.3.2 These Minimum Standards are not retroactive and do not affect the term or any authorized extension of the term of any Agreement properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such Agreement, in which case these Minimum Standards shall apply to the extent permitted by such Agreement.
- 1.3.3 These Minimum Standards shall not be deemed to modify any existing Agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit LAWA from entering into or enforcing an Agreement that requires an entity to exceed the Minimum Standards.

1.4 Non-Compliance/Violations

1.4.1 LAWA reserves the right to prohibit any entity from using the Airport or engaging in Aeronautical Activities at the Airport upon determination by LAWA that such entity has not complied with these Minimum Standards, or has otherwise jeopardized the safety of other entities using the Airport.

1.5 Right to Self Service

- 1.5.1 These Minimum Standards shall not grant any right or privilege that prevents any entity operating Aircraft at the Airport from performing any services it may choose to perform on its own Aircraft with its own employees (including, but not limited to, maintenance, repair, and refueling). However, all Aircraft Operators shall adhere to all applicable Regulatory Measures in the performance of any services on its own Aircraft.
 - 1.5.1.1 Operator is not obligated to allow any entity to perform services on its own Aircraft on the premises leased exclusively by the Operator.

1.6 Severability

1.6.1 If one or more clauses, sections, or provisions of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect other clauses, sections, or provisions of these Minimum Standards.

2.0 GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Airport shall comply with the requirements of this section as well as the minimum standards applicable to the specific Activities, as set forth in subsequent sections.

2.1 Experience/Capability

- 2.1.1 Operator shall, in the judgment of LAWA, demonstrate the capability of providing comparable products, services, and facilities and engaging in comparable Activities in a good and workmanlike manner.
- 2.1.2 Operator shall, in the judgment of LAWA, demonstrate the financial responsibility and capability to develop and maintain Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ personnel, and engage in the Activity.

2.2 Agreement/Approval

- 2.2.1 No entity shall engage in an Activity unless the entity has a lease agreement or Permit (Agreement) with LAWA authorizing such Activity or the entity has received written approval from LAWA to sublease land or Improvements from an authorized Operator and conduct the Activity at the Airport.
 - 2.2.1.1 Unless otherwise notified by LAWA, applications to engage in an Activity properly delivered to LAWA (as stated in section 2.2) shall be deemed approved within 30 calendar days of receipt.
- 2.2.2 An Agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.
- 2.2.3 Operator shall comply with all the provisions of the Agreement between Operator and LAWA.
- 2.2.4 Activities shall only be conducted from the Leased Premises unless the entity has received prior written approval from LAWA.
- 2.2.5 Only written approvals or permission granted by the BOAC or duly authorized representative of the BOAC are binding.

2.3 Restricted Activities

2.3.1 Activities not explicitly identified in these Minimum Standards or an executed Agreement shall be restricted at the Airport. No entity shall engage in restricted activities at the Airport without the prior written permission of LAWA.

2.4 Payment of Rents, Fees, and Charges

- 2.4.1 Operator shall pay the rents, fees, or other charges specified by LAWA for leasing or using land or Improvements or engaging in Activities.
- 2.4.2 No Operator shall be permitted to engage in Activities unless said Operator is current in the payment of all rents, fees, charges, or other sums due to LAWA under any and all Agreements Operator has with LAWA.
- 2.4.3 Operator's failure to remain current in the payment of any and all rents, fees, charges, and other sums due to LAWA shall be grounds for revocation of the Agreement or approval authorizing the occupancy or use of land or Improvements or the conduct of Activities at the Airport.

2.5 Leased Premises

2.5.1 Operator shall lease or sublease sufficient land and lease, sublease, or construct sufficient Improvements for the Activity as stipulated in these Minimum Standards.

- 2.5.1.1 Unless written permission is granted though an Agreement, leased Premises that are used for commercial purposes and require public access shall have direct streetside access.
- 2.5.2 Operators providing rotary wing Aircraft parking shall follow AC150/5390-2A in the design of the Apron to be utilized for rotary wing Aircraft parking.

2.6 Facility Maintenance

- 2.6.1 Operator shall maintain the Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed Equipment and utility services, and security lighting) in a clean, neat, and orderly condition.
- 2.6.2 Operator shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the Improvements in good, clean, neat, and orderly condition, normal wear and tear excepted.
- 2.6.3 Operator shall replace in like kind any Property damaged by Employees, patrons, subtenants, contractors, etc., or Operator's Activities.
- 2.6.4 Operator shall comply with the Airport's landscape and signage requirements.

2.7 Products, Services, and Facilities

- 2.7.1 Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all users of the Airport.
- 2.7.2 Operator shall charge reasonable, and not unjustly discriminatory, prices for each product or service, provided that, Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 2.7.3 Operator shall conduct its Activities on and from the Leased Premises in a safe, efficient, and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar leaseholds in like markets.

2.8 Non-Discrimination

2.8.1 Operator shall not discriminate against any person or class of persons by reason of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in providing any products or services or in the use of any of its facilities provided for the public, in any manner prohibited by applicable Regulatory Measures.

2.9 Licenses, Permits, Certifications, and Ratings

2.9.1 Operator (and/or Operator's personnel) shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by LAWA or any other duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to LAWA within 10 business days.

2.10 Personnel

- 2.10.1 Operator shall have in its employ (as Employees), on duty, and on premises during operating hours, trained and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a courteous, prompt, safe, and efficient manner.
- 2.10.2 Operator shall provide a responsible person on its Leased Premises to supervise Activities and such personnel shall be authorized to represent and act for and on

behalf of Operator during all required Hours of Activities as established in these Minimum Standards.

2.11 Equipment

2.11.1 All required Equipment must be fully operational and functional at all times.

2.12 Regulatory Measures

2.12.1 Operator shall engage in Activities in accordance with all applicable Regulatory Measures, including these Minimum Standards.

2.13 Insurance

- 2.13.1 Operator shall procure and maintain, during the term of an Agreement, insurance policies required by law and the types and minimum limits set forth in Attachment A of these Minimum Standards for each Activity. The insurance company or companies underwriting the required policies shall be licensed or authorized to write such insurance in the state of California or be approved in writing by LAWA.
 - 2.13.1.1 When coverages or limits set forth in these Minimum Standards are not commercially available, appropriate replacement coverages or limits must be approved by LAWA.
- 2.13.2 When Operator engages in more than one Activity (or engages in an Activity that does not fall within the categories designated in these Minimum Standards), the minimum limits may vary depending upon the nature of each Activity and/or combination of Activities, but shall not necessarily be cumulative in all instances. It shall not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity. However, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum, or as established by LAWA.
- 2.13.3 All insurance that Operator is required by LAWA to carry and keep in force, shall name the City of Los Angeles, Los Angeles World Airports, and the Board of Airport Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.
- 2.13.4 Liability policies shall contain, or be endorsed to contain, the following provisions:
 - 2.13.4.1 "The City of Los Angeles, Los Angeles World Airports, and the Board of Airport Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to: liability arising out of Activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by the City of Los Angeles, Los Angeles World Airports, and the Board of Airport Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers shall be excess of Operator's and shall not contribute with it."
 - 2.13.4.2 "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City of Los Angeles, Los Angeles World Airports, and the Board of Airport Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

GENERAL REQUIREMENTS

- 2.13.4.3 "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 days prior written notice by Certified Mail, return receipt requested, has been given to Los Angeles World Airports."
- 2.13.5 Special Endorsement Forms for the insurance required by law and set forth by these Minimum Standards for each Activity shall be delivered to LAWA upon execution of any Agreement or approval. Operator shall furnish additional Special Endorsement Forms 30 days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to LAWA throughout the term of the Agreement.
- 2.13.6 The limits stipulated herein for each Activity represents the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits.
- 2.13.7 Any self-insured Operator shall furnish evidence of such self-insurance and shall hold the City, LAWA, and the BOAC harmless in the event of any claims or litigation arising out of its Activities at the Airport. Such evidence shall be reviewed and approved in writing by the Executive Director.
- 2.13.8 Operator shall, at its sole expense, cause all facilities and Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, flood, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by LAWA. When a facility and/or improvement reverts to LAWA's ownership and/or control during the term of an Agreement, notice will be given of any changes in insurance requirements.
- 2.13.9 Disclosure Requirement: Any Operator conducting Aircraft rental, sales, or flight training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to LAWA upon request.

2.14 Indemnification and Hold Harmless

- 2.14.1 Operator shall defend, indemnify, save, protect, and completely hold harmless the City, LAWA, and the BOAC, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the City, LAWA and the BOAC, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with California principles of comparative fault.
- 2.14.2 The Operator shall accept total responsibility and hold harmless the City, LAWA, and the BOAC, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its Employees, its vendors

or any other personnel used by the Operator to maintain Operator's facilities, vehicles, equipment, or Aircraft.

2.15 Taxes

2.15.1 Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency.

2.16 Suspension, Revocation of Privileges

2.16.1 LAWA reserves the right to suspend or revoke Operator privileges (including the right to revoke ramp badges, if issued/required), on a temporary or permanent basis, for failing to abide by these Minimum Standards or any applicable Regulatory Measures governing the Airport or any applicable Activity. A cure period may be considered, if in LAWA's discretion one is appropriate and consistent with an Agreement.

2.17 Fines/Penalties

- 2.17.1 Operator shall have the responsibility to pay any fine or penalty levied against Operator, the City, LAWA, the BOAC, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of Operator's failure to comply with any applicable Regulatory Measure.
 - 2.17.1.1 If the fine or penalty is contestable (and contested by the Operator), Operator shall pay the fine or penalty when upheld by the Agency having jurisdiction.

2.18 Multiple Activities

2.18.1 When more than one Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity and/or combination of Activities, but shall not necessarily be cumulative.

2.19 City of Los Angeles, Los Angeles World Airports, Board of Airport Commissioners, Executive Director, and Airport Manager

- 2.19.1 The Airport is owned by the City of Los Angeles, operated by Los Angeles World Airports, and governed by and through the Board of Airport Commissioners (BOAC). Only the Executive Director can amend or modify these Minimum Standards.
- 2.19.2 The Airport Manager is authorized and directed to obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to or filed with LAWA under these Minimum Standards. All official inquiries to LAWA regarding these Minimum Standards or compliance therewith shall be directed to the Airport Manager. LAWA shall be responsible for enforcement of these Minimum Standards and no approval or consent required hereunder shall be valid unless given in writing by LAWA.

2.20 Notices, Requests for Approval, Applications, and Other Filings

2.20.1 Any notice, request for approval, application, or other filing required or permitted to be given or filed with LAWA and any notice or communication required or permitted to be given or filed with any Operator or prospective Operator pursuant to these Minimum Standards shall be in writing, signed by the party giving such notice, and may be sent by overnight courier or by United States Certified Mail or delivered by hand with dated receipt from LAWA, and shall be deemed to have been given when delivered to LAWA or Operator at their principal place of business or such other address as may have been provided.

3.0 FIXED BASE OPERATOR

3.1 Definition

- 3.1.1 A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft Operators including, at a minimum, aviation fuels and lubricants; ground services and support; tiedown, hangar, and parking; and aircraft maintenance.
- 3.1.2 In addition to the General Requirements set forth in Section 2, each FBO at the Airport shall comply with the following Minimum Standards.

3.2 Scope of Activity

- 3.2.1 Unless otherwise noted, all products and services shall be provided by FBO's employees using FBO's vehicles and equipment.
- 3.2.2 FBO's products and services shall include, at a minimum, the following:
 - 3.2.2.1 Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):
 - 3.2.2.1.1 FBO shall be capable of delivering and dispensing Jet Fuel, Avgas, and Aircraft lubricants into all general aviation aircraft normally frequenting the Airport.
 - 3.2.2.1.2 FBO shall be capable of providing a response time not to exceed 15 minutes during required hours of activity and not to exceed 60 minutes after hours.

3.2.2.2 Ground Services and Support

- 3.2.2.2.1 Aircraft marshalling and towing
- 3.2.2.2.2 Oxygen, nitrogen, and compressed air services
- 3.2.2.2.3 Baggage handling
- 3.2.2.2.4 Lavatory services
- 3.2.2.2.5 Ground power
- 3.2.2.2.6 Aircraft cleaning services
- 3.2.2.2.7 Courtesy transportation (using the Operator's vehicles)
- 3.2.2.2.8 Ground transportation arrangements (limousine, shuttle, and rental car)
- 3.2.2.2.9 Hotel arrangements
- 3.2.2.2.10 Aircraft catering

3.2.2.3 Aircraft Maintenance

- 3.2.2.3.1 FBO shall be an FAA certified Repair Station qualified to perform major maintenance (as defined in 14 CFR Part 43) on the airframe, powerplants, and associated systems of Group I and Group II piston, turboprop, and turbine General Aviation Aircraft.
- 3.2.2.3.2 FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through an authorized Sublessee(s) who meets the Minimum Standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises.

3.3 Leased Premises

3.3.1 FBO shall have adequate land, apron, facilities (hangars, terminal, maintenance, and fuel storage), and vehicle parking to accommodate all Activities of FBO and all approved sublessees, but not less than the following square footages, which are not cumulative:

	FBO Providing	
	Groups I and II	FBO Providing
	Piston, Turboprop,	Group III Piston,
	and Turbine	Turboprop, and
	Aircraft	Turbine Aircraft
	Maintenance	Maintenance
Contiguous Land	304,920 SF	304,920 SF
Apron	130,680 SF	130,680 SF
Total Facilities	46,550 SF	46,800
Terminal	5,000 SF	5,000 SF
Administrative Area	≥ 1,250 SF	≥ 1,250 SF
Customer Area	≥ 2,500 SF	≥ 2,500 SF
Maintenance		
Administrative Area	300 SF	300 SF
Maintenance Area	1,250 SF	1,500 SF
Hangar	40,000 SF	40,000 SF
Storage	≥ 20,000 SF	≥ 20,000 SF
Maintenance	≥ 10,000 SF	≥ 15,000 SF

- 3.3.1.1 All required Improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.
- 3.3.1.2 Apron shall be sufficient weight bearing capacity to accommodate the largest Aircraft to be handled or serviced by FBO.
- 3.3.1.3 Paved Tiedown shall be adequate to accommodate the number, type, and size of Aircraft requiring tiedown space based at the Operator's Leased Premises. FBO shall have paved tiedown readily available to accommodate the reasonable demand of transient Aircraft (number, type, and size) requiring tiedown space.
- 3.3.1.4 Facilities shall include terminal (customer and administrative), maintenance (administrative and maintenance), and hangar areas.
 - 3.3.1.4.1 Terminal customer area shall include dedicated and adequate space for crew and passenger lounge(s), flight planning room, conference room, public telephones, and restrooms.
 - 3.3.1.4.2 Terminal administrative area shall include dedicated and adequate space for employee offices, work areas, and storage.
 - 3.3.1.4.3 Maintenance administrative area shall include dedicated and adequate space for employee offices, work areas, and storage
 - 3.3.1.4.4 Maintenance area shall include adequate space for employee work areas, shop area, and storage.
 - 3.3.1.4.5 At least one hangar shall be capable of accommodating an Aircraft having a length of 100 feet, a wingspan of 95 feet, and a tail height of 26 feet. No single structure making up the

required hangar space shall be less than 5,000 square feet. Aircraft Maintenance hangar area shall be at least equal to the square footage stipulated for the type of maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than preventative Aircraft Maintenance), whichever is greater.

3.3.1.5 Vehicle parking shall be sufficient to accommodate FBO and tenant customers, passengers, and employees on a daily basis.

3.4 Fuel Storage

- 3.4.1 Construct or install and/or maintain an on-Airport aboveground fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by LAWA. Fuel storage facility shall have total capacity for three days' supply of aviation fuel for Aircraft being serviced by FBO. In no event shall the total storage capacity be less than 24,000 gallons for Jet Fuel storage. While FBO is not required to have Avgas storage, FBO shall provide Avgas fueling services. FBO shall demonstrate capabilities to expand fuel storage capacity within a reasonable time period.
- 3.4.2 FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.
 - 3.4.2.1 Fuel suppliers utilized by Operator shall have a current and executed Non-Exclusive Revocable Fuel Delivery Permit on file with LAWA.
- 3.4.3 FBO shall have an approved written Spill Prevention Contingency and Control Plan ("SPCC Plan") that meets Regulatory Measures for aboveground fuel storage facilities with a capacity greater than 660 gallons. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least 30 calendar days prior to commencing operations.
- 3.4.4 FBO shall be liable and indemnify the City, LAWA, and the BOAC for all leaks, spills, or other damage that may result through the storage, handling, and dispensing of fuel.
- 3.4.5 Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel and meeting all applicable government standards related to fueling and fuel storage is the responsibility of FBO.
- 3.4.6 FBO shall maintain current fuel reports on file, including total gallons of fuel delivered by type, and make such reports available for auditing with proper advance written notification, during normal business hours by the Airport Manager.

3.5 Fueling Equipment

- 3.5.1 Two operating and fully functional Jet Fuel refueling Vehicles, both having a capacity of 2,000 gallons and one operating and fully functional Avgas refueling Vehicle having a capacity of 750 gallons are required. A fixed Avgas refueling (self-service) system can be substituted for the Avgas refueling Vehicle.
- 3.5.2 Aircraft refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability. All refueling Vehicles shall be bottom loaded.

FIXED BASE OPERATOR

- 3.5.3 Each refueling Vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
 - 3.5.3.1 These Minimum Standards and all other applicable Regulatory Measures;
 - 3.5.3.2 State of California Fire Code and Fire Marshal's Codes;
 - 3.5.3.3 National Fire Protection Association (NFPA) Codes;
 - 3.5.3.4 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials" (including updates).
 - 3.5.3.5 Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport" (including updates).

3.6 Equipment

- 3.6.1 Adequate Equipment for recharging or energizing discharged Aircraft batteries.
- 3.6.2 One courtesy Vehicle to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants.
- 3.6.3 Two Aircraft tugs (and tow bars) each having a rated draw bar capacity sufficient to meet the towing requirement of the Aircraft normally frequenting the Leased Premises.
- 3.6.4 Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Apron areas, at fuel storage facilities, and on all grounding handling and refueling Vehicles.
- 3.6.5 All Equipment necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications.

3.7 Personnel

- 3.7.1 Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed, except management and administrative personnel. Uniforms shall identify the name of FBO (and the employee) and shall be clean, professional, and properly maintained at all times.
- 3.7.2 FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing" (including updates). FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. FBO's SOP shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling Vehicles. FBO's SOP shall be submitted to LAWA no later than 30 days before the FBO commences Activities at the Airport. Inspections shall be conducted by LAWA on a periodic basis to ensure compliance.
- 3.7.3 Two properly trained and qualified employees, on each shift, shall provide aircraft fueling, parking, and ground services support.
- 3.7.4 One properly trained and qualified employee, on each shift (except from the hours of 10:00 p.m. to 6:00 a.m.), shall provide customer service and support.
- 3.7.5 One FAA licensed Airframe and Powerplant mechanic employed by FBO or an approved subtenant and properly trained and qualified to perform Aircraft

FIXED BASE OPERATOR

Maintenance on Aircraft frequenting the Airport shall be on-duty and on-premises for at least eight hours during FBO's hours of activity, five days a week.

3.8 Hours of Activity

- 3.8.1 Aircraft fueling, ground handling, and customer service shall be continuously offered and available to meet reasonable demands of the public for this Activity seven days a week (including holidays) from 6:00 a.m. to at least 10:00 p.m. Aircraft fueling, ground handling, and customer service shall be available after hours, on-call, and with response time not to exceed 60 minutes.
- 3.8.2 Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five days a week, eight hours a day. Aircraft Maintenance shall be available after hours, on-call, and with response time not to exceed 60 minutes.

3.9 Aircraft Removal

3.9.1 Recognizing that Aircraft removal is the responsibility of the Aircraft owner/operator, FBO shall be prepared to lend assistance within 30 minutes of request by Airport or the Aircraft owner/operator in order to maintain the operational readiness of the Airport. FBO shall prepare an Aircraft removal plan and have the equipment readily available that is necessary to remove the general aviation aircraft normally frequenting the Airport.

3.10 Insurance

3.10.1 FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

4.0 AIRCRAFT MAINTENANCE OPERATOR (SPECIALIZED AVIATION SERVICE OPERATOR)

4.1 Definition

- 4.1.1 An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance for Aircraft other than those Aircraft that are owned or leased or operated by (and under the full and exclusive control of) the Operator, which includes the sale of Aircraft parts and accessories.
- 4.1.2 In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator at the Airport shall comply with the following Minimum Standards. FBOs shall comply with the Minimum Standards set forth in Section 3, Fixed Base Operator.

4.2 Leased Premises (Lessee)

4.2.1 Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages, which are not cumulative:

	Group I Piston and Turboprop Aircraft Maintenance	Group II Piston and Turboprop Aircraft Maintenance	Group I Turbine Aircraft Maintenance	Group II Turbine Aircraft Maintenance	Group III Turbine Aircraft Maintenance
Contiguous Land	21,780 SF	21,780 SF	21,780 SF	35,000 SF	51,000 SF
Total Facilities	4,200 SF	5,950 SF	7,700 SF	11,950 SF	17,200 SF
Customer Area	400 SF	400 SF	400 SF	400 SF	400 SF
Administrative Area	300 SF	300 SF	300 SF	300 SF	300 SF
Maintenance Area	500 SF	750 SF	1,000 SF	1,250 SF	1,500 SF
Hangar	3,000 SF	4,500 SF	6,000 SF	10,000 SF	15,000 SF

- 4.2.1.1 All required Improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.
- 4.2.1.2 Apron area shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer Aircraft.
- 4.2.1.3 Facilities shall include customer, administrative, maintenance, and hangar areas.
 - 4.2.1.3.1 Customer area shall include dedicated space for customer lounge(s), public telephones, and restrooms.
 - 4.2.1.3.2 Administrative area shall include dedicated space for employee offices, work areas, and storage.
 - 4.2.1.3.3 Maintenance area shall include dedicated space for employee work areas, shop areas, and storage.
 - 4.2.1.3.4 Hangar area shall be at least equal to the square footage stipulated for the type of maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than preventative Aircraft Maintenance), whichever is greater.
- 4.2.1.4 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

4.3 Leased Premises (Sublessee or Multiple Activities)

4.3.1 Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:

	Group I	Group II			
	Piston and	Piston and	Group I	Group II	Group III
	Turboprop	Turboprop	Turbine	Turbine	Turbine
	Aircraft	Aircraft	Aircraft	Aircraft	Aircraft
	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance
Contiguous Land	N/A	N/A	N/A	N/A	N/A
Total Facilities	3,800 SF	5,550 SF	7,300 SF	11,550 SF	16,800 SF
Customer Area	Accessible	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 SF				
Maintenance Area	500 SF	750 SF	1,000 SF	1,250 SF	1,500 SF
Hangar	3,000 SF	4,500 SF	6,000 SF	10,000 SF	15,000 SF

- 4.3.1.1 Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft.
- 4.3.1.2 Facilities shall include customer, administrative, maintenance, and hangar areas.
 - 4.3.1.2.1 Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 4.3.1.2.2 Administrative area shall be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, and storage.
 - 4.3.1.2.3 Maintenance area shall include dedicated space for employee work areas, shop areas, and storage.
 - 4.3.1.2.4 Hangar area shall be at least equal to the square footage stipulated for the type of maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance), whichever is greater.
- 4.3.1.3 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

4.4 Aircraft Painting

4.4.1 Operator desiring to offer Aircraft painting services shall provide a separate enclosed painting area of sufficient size to accommodate the largest Aircraft serviced. Such facility shall meet all applicable Regulatory Measures.

4.5 Licenses and Certification

- 4.5.1 Operator conducting turboprop or turbine Aircraft Maintenance shall be properly certificated as an FAA Repair Station.
- 4.5.2 Personnel shall be properly certificated by the FAA, and hold the appropriate ratings and medical certification for the work being performed.

4.6 Personnel

4.6.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a courteous, prompt, and efficient manner and meet the reasonable demands of the public for this Activity.

AIRCRAFT MAINTENANCE OPERATOR (SASO)

- 4.6.1.1 Operator shall employ two FAA licensed Airframe and Powerplant mechanics.
- 4.6.1.2 Operator shall employ one customer service representative.

4.7 Equipment

4.7.1 Operator shall provide sufficient shop space, equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.

4.8 Hours of Activity

4.8.1 Operator shall be open and services shall be available to meet reasonable demands of the public for this Activity, at least five days a week, eight hours a day and available on call after hours, with response time not to exceed 60 minutes.

4.9 Insurance

4.9.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

5.0 AVIONICS, INSTRUMENT, OR PROPELLER MAINTENANCE OPERATOR (SASO)

5.1 Definition

- 5.1.1 An Avionics, Instrument, or Propeller Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in Part 43, Appendix A (i.e., Aircraft radios, electrical systems, propellers, instruments, or accessories).
- 5.1.2 In addition to the General Requirements set forth in Section 2, each Avionics, Instrument, or Propeller Maintenance Operator at the Airport shall comply with the following Minimum Standards.

5.2 Leased Premises (Lessee)

- 5.2.1 Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages, which are not cumulative:
 - 5.2.1.1 For Operators performing just benchwork (i.e., no removal and replacement services being performed), the minimums, which are based upon the type of Aircraft avionics, instruments, and/or propellers being tested and/or repaired, are as follows:

	Group I	Group II			
	Piston and	Piston and	Group I	Group II	Group III
	Turboprop	Turboprop	Turbine	Turbine	Turbine
	Aircraft	Aircraft	Aircraft	Aircraft	Aircraft
	Avionics/	Avionics/	Avionics/	Avionics/	Avionics/
	Instruments/	Instruments/	Instruments/	Instruments/	Instruments/
	Propellers	Propellers	Propellers	Propellers	Propellers
Contiguous Land	21,780 SF				
Total Facilities	1,000 SF	1,200 SF	1,400 SF	1,600 SF	1,800 SF
Customer Area	400 SF				
Administrative Area	300 SF				
Maintenance Area	300 SF	500 SF	700 SF	900 SF	1,100 SF

5.2.1.2 For Operators performing services beyond benchwork (i.e., removal and replacement services being performed), the minimums, which are based upon the type of Aircraft avionics, instruments, and/or propellers being tested and/or repaired, are as follows:

	Group I Piston and Turboprop Aircraft Avionics/ Instruments/ Propellers	Group II Piston and Turboprop Aircraft Avionics/ Instruments/ Propellers	Group I Turbine Aircraft Avionics/ Instruments/ Propellers	Group II Turbine Aircraft Avionics/ Instruments/ Propellers	Group III Turbine Aircraft Avionics/ Instruments/ Propellers
Contiguous Land	21,780 SF	21,780 SF	21,780 SF	35,000 SF	51,000 SF
Total Facilities	4,000 SF	5,700 SF	7,400 SF	11,600 SF	16,800 SF
Customer Area	400 SF	400 SF	400 SF	400 SF	400 SF
Administrative Area	300 SF	300 SF	300 SF	300 SF	300 SF
Maintenance Area	300 SF	500 SF	700 SF	900 SF	1,100 SF
Hangar	3,000 SF	4,500 SF	6,000 SF	10,000 SF	15,000 SF

5.2.2 All required Improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.

- 5.2.3 If a hangar is required or if Operator has constructed a hangar, Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer Aircraft. If a hangar is not required, Apron shall be adequate to accommodate the movement and parking of customer Aircraft.
- 5.2.4 Facilities shall include customer, administrative, maintenance, and hangar (if required) areas.
 - 5.2.4.1 Customer area shall include dedicated space for customer lounge(s), public telephones, and restrooms.
 - 5.2.4.2 Administrative area shall include dedicated space for employee offices, work areas, and storage.
 - 5.2.4.3 Maintenance area shall include dedicated space for employee work areas, shop areas, and storage.
 - 5.2.4.4 Hangar area shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing avionics, instruments, and/or propeller removal and replacement services, whichever is greater.
- 5.2.5 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

5.3 Leased Premises (Sublessee or Multiple Activities)

- 5.3.1 Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:
 - 5.3.1.1 For Operators performing just benchwork (i.e., no removal and replacement services being performed), the minimums, which are based upon the type of Aircraft avionics, instruments, and/or propellers being tested and/or repaired, are as follows:

	Group I	Group II			
	Piston and	Piston and	Group I	Group II	Group III
	Turboprop	Turboprop	Turbine	Turbine	Turbine
	Aircraft	Aircraft	Aircraft	Aircraft	Aircraft
	Avionics/	Avionics/	Avionics/	Avionics/	Avionics/
	Instruments/	Instruments/	Instruments/	Instruments/	Instruments/
	Propellers	Propellers	Propellers	Propellers	Propellers
Contiguous Land	N/A	N/A	N/A	N/A	N/A
Total Facilities	600 SF	800 SF	1,000 SF	1,200 SF	1,400 SF
Customer Area	Accessible	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 SF				
Maintenance Area	300 SF	500 SF	700 SF	900 SF	1,100 SF

5.3.1.2 For Operators performing services beyond benchwork (i.e., removal and replacement services are being provided), the minimums, which are based upon the type of Aircraft avionics, instruments, and/or propellers being tested and/or repaired, are as follows:

	Group I	Group II			
	Piston and	Piston and	Group I	Group II	Group III
	Turboprop	Turboprop	Turbine	Turbine	Turbine
	Aircraft	Aircraft	Aircraft	Aircraft	Aircraft
	Avionics/	Avionics/	Avionics/	Avionics/	Avionics/
	Instruments/	Instruments/	Instruments/	Instruments/	Instruments/
	Propellers	Propellers	Propellers	Propellers	Propellers
Contiguous Land	N/A	N/A	N/A	N/A	N/A
Total Facilities	3,600 SF	5,300 SF	7,000 SF	11,200 SF	16,400 SF
Customer Area	Accessible	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 SF				
Maintenance Area	300 SF	500 SF	700 SF	900 SF	1,100 SF
Hangar	3,000 SF	4,500 SF	6,000 SF	10,000 SF	15,000 SF

- 5.3.2 Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft.
- 5.3.3 Facilities shall include customer, administrative, maintenance, and hangar areas.
 - 5.3.3.1 Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 5.3.3.2 Administrative area shall be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, and storage.
 - 5.3.3.3 Maintenance area shall include adequate space for employee work areas, shop areas, and storage.
 - 5.3.3.4 Hangar area shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing avionics, instruments, and/or propeller removal and replacement services, whichever is greater.
- 5.3.4 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

5.4 Licenses and Certifications

- 5.4.1 Operator shall be properly certificated as an FAA Repair Station.
- 5.4.2 Personnel shall be properly certificated by the FAA, and hold the appropriate ratings and medical certification for the work being performed.

5.5 Personnel

- 5.5.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
 - 5.5.1.1 Operator shall employ one technician as an Employee.
 - 5.5.1.2 Operator shall employ one customer service representative, per shift, as an Employee.

5.6 Equipment

5.6.1 Operator shall provide sufficient shop space, equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.

5.7 Hours of Activity

5.7.1 Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day.

Executive Directive: VNY 01.0 (4/22/02), Minimum Standards for Engaging in Aeronautical Activities AVIONICS, INSTRUMENT, OR PROPELLER MAINTENANCE OPERATOR (SASO)

5.8 Insurance

5.8.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

6.0 AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

6.1 Definitions

- 6.1.1 An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.
- 6.1.2 A Flying Club Operator is an entity engaged in owning Aircraft and making such Aircraft available for use by its members where membership is available to the general public.
 - 6.1.2.1 A Private Flying Club is an entity that is legally formed as a non-profit entity with the State of California, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace Flying Club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).
- 6.1.3 A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.
- 6.1.4 In addition to the General Requirements set forth in Section 2, each Aircraft Rental, Flying Club, or Flight Training Operator at the Airport shall comply with the following Minimum Standards.

6.2 Leased Premises (Lessee)

- 6.2.1 Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:
 - 6.2.1.1 Contiguous Land one-half acre (21,780 square feet) upon which all required Improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located.
 - 6.2.1.2 Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Airport but not less than the space required to accommodate four Aircraft.
 - 6.2.1.2.1 If Operator constructs or has a hangar, apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft.
 - 6.2.1.2.2 If Operator utilizes a hangar for the storage of Operator's fleet based at the Airport, no paved tiedowns will be required.
 - 6.2.1.3 Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 6.2.1.3.1 Customer area shall be at least 700 square feet to include dedicated space for customer lounge(s), class/training rooms, public telephones, and restrooms.
 - 6.2.1.3.2 Administrative area shall be at least 300 square feet to include dedicated space for employee offices, work areas, and storage.

- 6.2.1.3.3 Maintenance area, if required, shall be at least 500 square feet to include dedicated space for employee work areas, shop areas, and storage.
- 6.2.1.3.4 Hangar area, if required, shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport, whichever is greater.
- 6.2.1.4 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

6.3 Leased Premises (Sublessee or Multiple Activities)

- 6.3.1 Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:
 - 6.3.1.1 Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Airport.
 - 6.3.1.2 Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 6.3.1.2.1 Customer area shall be at least 300 square feet to include dedicated space for class/training rooms. Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 6.3.1.2.2 Administrative area shall be at least 300 square feet to include dedicated space for employee offices, work areas, and storage.
 - 6.3.1.2.3 Maintenance area, if required, shall be at least 500 square feet to include dedicated space for employee work areas, shop areas, and storage.
 - 6.3.1.2.4 Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport.
 - 6.3.1.3 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

6.4 Licenses and Certifications

6.4.1 Personnel performing Aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, and hold the appropriate ratings and medical certification for the Aircraft being utilized and/or flight training being provided.

6.5 Personnel

- 6.5.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental and/or flight training in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public and/or members seeking such services.
 - 6.5.1.1 Aircraft Rental Operators and Flying Club Operators shall employ one flight instructor and one customer service representative on each shift.

6.5.1.2 Flight Training Operators shall employ one chief flight instructor and one customer service representative on each shift. In addition, Flight Training Operators shall have available a properly certificated ground school instructor capable of providing regularly scheduled ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot and commercial ratings.

6.6 Equipment

- 6.6.1 Operator shall have available for rental or use in flight training, either owned by or under written lease to (and under the full and exclusive control of) Operator, no less than three properly certified and currently airworthy Aircraft, at least one of which shall be equipped for and fully capable of flight under instrument conditions and one of which shall be a four-place aircraft.
- 6.6.2 Flight Training Operators shall include, at a minimum, adequate mock-ups, pictures, slides, filmstrips, movies, video tapes, or other training aids necessary to provide proper and effective ground school instruction.

6.7 Hours of Activity

6.7.1 An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day.

6.8 Private Flying Clubs

- 6.8.1 Private Flying Clubs shall not be required to meet the minimum standards stipulated for a Flying Club so long as the Private Flying Club's membership is not available to the general public.
- 6.8.2 No member of a Private Flying Club shall receive compensation for providing Commercial Aeronautical Activities for such Private Flying Club or its members unless such member is an authorized Operator with LAWA.
- 6.8.3 No entity shall use Private Flying Club Aircraft at the Airport in exchange for compensation unless such entity is an authorized Operator with LAWA.

6.9 Insurance

6.9.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

7.0 AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

7.1 Definition

- 7.1.1 An Aircraft Charter Operator is a Commercial Operator engaged in the business of providing air taxi services (for persons or property) to the general public for hire (on-demand), as defined in the 14 CFR Part 135.
- 7.1.2 An Aircraft Management Operator is a Commercial Operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination to the general public.
- 7.1.3 In addition to the General Requirements set forth in Section 2, each Aircraft Charter or Aircraft Management Operator at the Airport shall comply with the following Minimum Standards.

7.2 Leased Premises (Lessee)

- 7.2.1 Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:
 - 7.2.1.1 Contiguous land one-half acre (21,780 square feet) upon which all required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located.
 - 7.2.1.2 Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Airport but not less than the space required to accommodate four Aircraft.
 - 7.2.1.2.1 If Operator constructs or has a hangar, Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft.
 - 7.2.1.2.2 If Operator utilizes a hangar for the storage of Operator's fleet based at the Airport, no paved tiedowns will be required.
 - 7.2.1.3 Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 7.2.1.3.1 Customer area shall be at least 500 square feet to include dedicated space for customer lounge(s), public telephones, and restrooms.
 - 7.2.1.3.2 Administrative area shall be at least 600 square feet and shall include dedicated space for employee offices, work areas, and storage.
 - 7.2.1.3.3 Maintenance area, if required, shall be at least 500 square feet and shall include dedicated space for employee work areas, shop areas, and storage.
 - 7.2.1.3.4 Hangar area, if required, shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport, whichever is greater.
 - 7.2.1.4 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

7.3 Leased Premises (Sublessee or Multiple Activities)

- 7.3.1 Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate apron/paved tiedown, facilities, and vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:
 - 7.3.1.1 Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Airport.
 - 7.3.1.1.1 If Operator utilizes a hangar for the storage of Operator's fleet based at the Airport, no paved tiedowns will be required.
 - 7.3.1.2 Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 7.3.1.2.1 Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 7.3.1.2.2 Administrative area shall be at least 600 square feet and shall include dedicated space for employee offices, work areas, and storage.
 - 7.3.1.2.3 Maintenance area, if required, shall be at least 500 square feet and shall include dedicated space for employee work areas, shop areas, and storage.
 - 7.3.1.2.4 Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport.
 - 7.3.1.3 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

7.4 Licenses and Certifications

- 7.4.1 Operator shall have and provide copies to LAWA of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and FAA issued operating certificate(s).
- 7.4.2 Personnel shall be properly certificated by the FAA, and hold the appropriate ratings and medical certification for the Aircraft utilized for Activity.

7.5 Personnel

- 7.5.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
 - 7.5.1.1 Operator shall employ one Chief Pilot.
 - 7.5.1.2 Operator shall employ one customer service representative on each shift.

7.6 Equipment

7.6.1 Operator shall provide, either owned or under written lease to (and under the full and exclusive control of) Operator, one certified and continuously airworthy multi-engine (instrument-qualified) Aircraft or one certified and continuously airworthy (instrument-qualified) single-engine turboprop or turbine Aircraft.

7.7 Hours of Activity

7.7.1 Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day. After hours, on-call response time to customer inquiries shall not exceed 60 minutes.

7.8 Insurance

7.8.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

8.0 AIRCRAFT SALES OPERATOR (SASO)

8.1 Definition

- 8.1.1 An Aircraft Sales Operator is a Commercial Operator engaged in the sale of new and/or used Aircraft.
- 8.1.2 In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards.

8.2 Leased Premises (Lessee)

- 8.2.1 Operator, other than an authorized Sublessee engaging in this Activity, shall have adequate land, Apron, facilities, and vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:
 - 8.2.1.1 Contiguous Land one-half acre (21,780 square feet) upon which all required Improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located.
 - 8.2.1.2 Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Airport (inventory) but not less than the space required to accommodate four Aircraft.
 - 8.2.1.2.1 If Operator constructs or has a hangar, Apron shall be equal to one times the hangar square footage, or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's fleet based at the Airport (inventory), whichever is greater.
 - 8.2.1.2.2 If Operator utilizes a hangar for the storage of Operator's fleet based at the Airport (inventory), no paved tiedowns will be required.
 - 8.2.1.3 Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator and/or in Operator's inventory. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 8.2.1.3.1 Customer area shall be at least 400 square feet and shall include dedicated space for customer lounge(s), public telephones, and restrooms.
 - 8.2.1.3.2 Administrative area shall be at least 200 square feet and shall include dedicated space for employee offices, work areas, and storage.
 - 8.2.1.3.3 Maintenance area, if required, shall be at least 500 square feet and shall include dedicated space for employee work areas, shop areas, and storage.
 - 8.2.1.3.4 Hangar area, if required, shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport, whichever is greater.
 - 8.2.1.4 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

8.3 Leased Premises (Sublessee or Multiple Activities)

8.3.1 Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate apron/paved tiedown,

AIRCRAFT SALES OPERATOR (SASO)

facilities, and vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:

- 8.3.1.1 Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Airport.
 - 8.3.1.1.1 If Operator utilizes a hangar for the storage of Operator's fleet based at the Airport, no paved tiedowns will be required.
- 8.3.1.2 Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator and/or in Operator's inventory. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 8.3.1.2.1 Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 8.3.1.2.2 Administrative area shall be at least 200 square feet to include dedicated space for employee offices, work areas, and storage.
 - 8.3.1.2.3 Maintenance area, if required, shall be at least 500 square feet to include dedicated space for employee work areas, shop areas, and storage.
 - 8.3.1.2.4 Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport.
- 8.3.1.3 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

8.4 Dealership

8.4.1 An operator who is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with advance notice) at least one current model demonstrator of Aircraft in each of its authorized product lines.

8.5 Licenses and Certifications

8.5.1 Designated personnel shall be properly certificated by the FAA, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

8.6 Personnel

8.6.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demand of the public seeking such services.

8.7 Equipment

8.7.1 Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

8.8 Hours of Activity

8.8.1 Operator shall be open and service shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day.

AIRCRAFT SALES OPERATOR (SASO)

8.9 Insurance

8.9.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

9.0 SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

9.1 Definition

- 9.1.1 A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.
 - 9.1.1.1 **Limited Aircraft Services and Support** are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, etc.) or other miscellaneous Activities directly related to Aircraft services and support.
 - 9.1.1.2 **Miscellaneous Commercial Services and Support** are defined as ground schools, simulator training, charter flight coordinators, aircrew or aviation management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.
 - 9.1.1.3 Air Transportation Services for Hire are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).
- 9.1.2 In addition to the General Requirements set forth in Section 2, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards.

9.2 Leased Premises (Lessee)

- 9.2.1 Operator, other than an authorized Sublessee engaging in this Activity, shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:
 - 9.2.1.1 Contiguous Land one-half acre (21,780 square feet) upon which all required Improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located.
 - 9.2.1.2 Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Airport but not less than the space required to accommodate four Aircraft.
 - 9.2.1.2.1 If Operator has a hangar, Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft, whichever is greater.
 - 9.2.1.2.2 If Operator utilizes a hangar for the storage of Operator's fleet based at the Airport, no paved tiedowns will be required.
 - 9.2.1.3 Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 9.2.1.3.1 Customer area shall be at least 400 square feet and shall include dedicated space for customer lounge(s), public telephones, and restrooms.

SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

- 9.2.1.3.2 Administrative area shall be at least 200 square feet or sufficient to accommodate the administrative functions associated with the Activity, whichever is greater, and shall include dedicated space for employee offices, work areas, and storage.
- 9.2.1.3.3 Maintenance area, if required, shall be at least 500 square feet and shall include dedicated space for employee work areas, shop areas, and storage.
- 9.2.1.3.4 Hangar area, if required, shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport, whichever is greater.
- 9.2.1.4 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

9.3 Leased Premises (Sublessee or Multiple Activities)

- 9.3.1 Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:
 - 9.3.1.1 Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Airport.
 - 9.3.1.1.1 If Operator utilizes a hangar for the storage of Operator's fleet based at the Airport, no paved tiedowns will be required.
 - 9.3.1.2 Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 9.3.1.2.1 Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 9.3.1.2.2 Administrative area shall be sufficient to accommodate the administrative functions associated with the Activity and shall include dedicated space for employee offices, work areas, and storage.
 - 9.3.1.2.3 Maintenance area, if required, shall be at least 500 square feet and shall include dedicated space for employee work areas, shop areas, and storage.
 - 9.3.1.2.4 Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport.
 - 9.3.1.3 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

9.4 Licenses and Certifications

9.4.1 Operator shall have and provide to LAWA evidence of all federal, state, and local licenses and certificates that are required to conduct the Activity.

SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

9.5 Personnel

9.5.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out its Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

9.6 Equipment

- 9.6.1 Operator shall have (based at the Airport), either owned or under written lease to Operator, sufficient vehicles, equipment, and, if appropriate, one continuously airworthy Aircraft.
- 9.6.2 Operator shall have sufficient supplies and parts available to support the Activity.

9.7 Hours of Activity

9.7.1 Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

9.8 Insurance

9.8.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

10.0 TEMPORARY SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR

10.1 Introduction

- 10.1.1 LAWA recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their Aircraft and or flight training of their pilots. When this assistance is not available on the Airport through an existing Operator due to either the specialized nature of the maintenance and/or flight training requirements, LAWA may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.
- 10.1.2 In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards.

10.2 Scope of Activity

10.2.1 Operator shall conduct Activity on and from the Leased Premises of the Aircraft Operator in a professional manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar Activities.

10.3 Permit

10.3.1 Operator shall obtain a Temporary Permit (issued by LAWA) prior to engaging in Activity on the Airport.

10.4 Licenses and Certifications

10.4.1 Operator shall have and provide to LAWA evidence of all federal, state, and local licenses and certificates that are required.

10.5 Insurance

10.5.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

11.0 COMMERCIAL APRON OPERATOR (SASO)

11.1 Definition

- 11.1.1 A Commercial Apron Operator is a Commercial Operator that develops, constructs, owns, or leases apron for the purpose of subleasing apron to entities engaging in Non-Commercial Aeronautical Activities.
- 11.1.2 In addition to the General Requirements set forth in Section 2, each Commercial Apron Operator at the Airport shall comply with the following Minimum Standards.

11.2 Scope of Activity

11.2.1 Operator shall use the Leased Premises to: (1) store or maintain Operator or sublessee Aircraft, (2) sublease apron for the construction or placement of non-permanent aircraft storage facilities.

11.3 Leased Premises

11.3.1 Operator engaging in this Activity shall have adequate land, apron, and vehicle parking, to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages, which are not cumulative:

	Group I	Group II			
	Piston and	Piston and	Group I	Group II	Group III
	Turboprop	Turboprop	Turbine	Turbine	Turbine
	Aircraft	Aircraft	Aircraft	Aircraft	Aircraft
	Hangar	Hangar	Hangar	Hangar	Hangar
	Storage	Storage	Storage	Storage	Storage
Contiguous Land	43,560 SF	54,450 SF	65,340 SF	76,230 SF	87,120 SF
Apron	32,670 SF	40,838 SF	49,005 SF	57,172 SF	65,340 SF

- 11.3.1.1 All required Improvements including, but not limited to, apron, vehicle parking, roadway access, and landscaping shall be located on Contiguous Land.
- 11.3.1.2 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

11.4 Insurance

11.4.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

12.0 COMMERCIAL HANGAR OPERATOR (SASO)

12.1 Definition

- 12.1.1 A Commercial Hangar Operator is a Commercial Operator that develops, constructs, owns, or leases a hangar structure(s) for the sole purpose of subleasing hangar and associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 12.1.2 In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards.

12.2 Scope of Activity

12.2.1 Operator shall use the Leased Premises to: (1) store or maintain Operator or sublessee Aircraft, (2) sublease associated office and shop space that can be used for approved Commercial or Non-Commercial Aeronautical Activities.

12.3 Leased Premises

12.3.1 Operator engaging in this Activity shall have adequate land, apron, facilities, and vehicle parking, to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:

	Group I	Group II			
	Piston and	Piston and	Group I	Group II	Group III
	Turboprop	Turboprop	Turbine	Turbine	Turbine
	Aircraft	Aircraft	Aircraft	Aircraft	Aircraft
	Hangar	Hangar	Hangar	Hangar	Hangar
	Storage	Storage	Storage	Storage	Storage
Contiguous Land	43,560 SF	54,450 SF	65,340 SF	76,230 SF	87,120 SF
Hangar	5,000 SF	7,500 SF	10,000 SF	12,500 SF	15,000 SF

- 12.3.1.1 All required Improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.
- 12.3.1.2 Apron/Paved Tiedown shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft, whichever is greater.
- 12.3.1.3 The development of Commercial hangar(s) shall be limited to the following types of hangar structures:
 - 12.3.1.3.1 Hangar a single structure of not less than 2,500 square feet, completely enclosed.
 - 12.3.1.3.2 Hangars a single structure of not less than 5,000 square feet, subdivided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of private Aircraft.
- 12.3.1.4 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

12.4 Insurance

12.4.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

13.0 NON-COMMERCIAL HANGAR OPERATOR

13.1 Definition

- 13.1.1 A Non-Commercial Hangar Operator is an entity that develops, constructs, owns, or leases one or more hangar structures for the sole purpose of storing Aircraft used for Non-Commercial purposes only.
- 13.1.2 In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards.

13.2 Scope of Activity

- 13.2.1 Operator shall use the Leased Premises solely to store and maintain Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator for Non-Commercial purposes.
- 13.2.2 No Commercial Activity of any kind shall be permitted on or from the Leased Premises.
- 13.2.3 Operator shall not be permitted to sublease any land or Improvements located on the Leased Premises to any entity for any purpose.

13.3 Leased Premises

13.3.1 Operator engaging in this Activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:

	Group I	Group II			
	Piston and	Piston and	Group I	Group II	Group III
	Turboprop	Turboprop	Turbine	Turbine	Turbine
	Aircraft	Aircraft	Aircraft	Aircraft	Aircraft
	Hangar	Hangar	Hangar	Hangar	Hangar
	Storage	Storage	Storage	Storage	Storage
Contiguous Land	10,890 SF	13,068 SF	17,424 SF	23,958 SF	34,848 SF
Hangar	2,500 SF	5,000 SF	7,500 SF	10,000 SF	15,000 SF

- 13.3.1.1 All required Improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.
- 13.3.1.2 Apron or Paved Tiedown equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator's Aircraft, whichever is greater.
- 13.3.1.3 The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:
 - 13.3.1.3.1 Hangar a single structure of not less than 2,500 square feet, completely enclosed.
 - 13.3.1.3.2 Hangars a single structure of not less than 5,000 square feet, sub-divided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of private aircraft.
- 13.3.1.4 Vehicle parking shall be sufficient to accommodate employees on a daily basis.

NON-COMMERCIAL HANGAR OPERATOR

13.4 Ownership Structure

- 13.4.1 Hangar development may be accomplished by any entity, including Associations.
 - 13.4.1.1 Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual t-hangar or an equal portion of a community (or "common") hangar area which is consistent with the total number of members/shareholders (such area not to be less than 1,000 total square feet).
 - 13.4.1.2 All members/shareholders of the Association shall be declared to LAWA at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by LAWA from time to time. Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusively for storage of aircraft owned by the member(s)/shareholder(s) of the Association.
 - 13.4.1.3 The Association may <u>not</u> utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the Improvements located thereupon.
 - 13.4.1.4 Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholders for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to LAWA in accordance with paragraph 13.4.1.2 hereof shall remain jointly and severally liable to LAWA for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by LAWA.

13.5 Insurance

13.5.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

14.0 SELF-FUELING

14.1 Introduction

- 14.1.1 All entities desirous of self-fueling shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit (Self-Fueling Permit). Those entities that have leases granting them the rights to perform Commercial fueling are not required to apply for a Non-Commercial Self-Fueling Permit.
- 14.1.2 The following section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial self-fueling activities at the Airport. Any entity engaging in such Activities shall also be required to comply with all applicable Regulatory Measures pertaining to such Activities.
- 14.1.3 In addition to the applicable General Requirements set forth in Section 2, each entity conducting Non-Commercial self-fueling activities at the Airport shall comply with the following Minimum Standards.

14.2 Agreement/Approval

- 14.2.1 No entity shall engage in self-fueling activities unless a valid Self-Fueling Permit authorizing such Activity has been entered into with LAWA. Such entities shall herein be referred to as "Permittees."
- 14.2.2 The Self-Fueling Permit shall not reduce or limit Permittee's obligations with respect to these Minimum Standards, which shall be included in the Self-Fueling Permit by reference.
- 14.2.3 Prior to issuance and subsequently upon request by LAWA, Permittee shall provide evidence of ownership (and/or lease) of any Aircraft being operated (and under the full and exclusive control of) and fueled by Permittee.

14.3 Reporting

- 14.3.1 Permittee shall report all fuel dispensed during each calendar month and submit a summary report along with appropriate fees and charges due LAWA on or before the 10th of each subsequent month.
- 14.3.2 Permittee shall, during the term of the Self-Fueling Permit, and for 3 years thereafter, maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records shall be made available for audit to LAWA or representatives of LAWA within 10 business days upon written request. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due LAWA, plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

14.4 Fuel Storage

- 14.4.1 Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel through either an authorized FBO at the Airport or with a reputable off-airport aviation petroleum supplier/distributor.
- 14.4.2 Operators authorized by LAWA to construct or install a self-fuel storage facility at the Airport shall do so in a centrally located fuel storage area approved by LAWA and the state's Fire Marshal as applicable. In no event shall the total storage capacity be less than:
 - 14.4.2.1 12,000 gallons for Jet Fuel storage.
 - 14.4.2.2 10,000 gallons for Avgas storage.
- 14.4.3 Fuel may not be stored on the Leased Premises.

14.4.4 Fuel suppliers utilized by Operator shall have a current and executed Non-Exclusive Revocable Fuel Delivery Permit (or updated permit) on file with LAWA.

14.5 Fueling Equipment

- 14.5.1 Permittee shall utilize a single refueling vehicle for each type of fuel to be dispensed with a minimum capacity of 750 gallons. Avgas refuelers shall have a maximum capacity of 1,200 gallons and jet refuelers shall have a maximum capacity of 3,000 gallons. All refueling vehicles shall be capable of bottom loading.
- 14.5.2 Each refueling vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards including, without limitation, those prescribed by:
 - 14.5.2.1 These Minimum Standards and all other applicable Regulatory Measures
 - 14.5.2.2 State of California Fire Code and the City of Los Angeles Fire Codes.
 - 14.5.2.3 National Fire Protection Association (NFPA) Codes.
 - 14.5.2.4 14 CFR Part 139, Airport Certification, Section 139.321; Handling/Storing of Hazardous Substances and Materials Applicable FAA Advisory Circulars (AC), including AC 00-34, "Aircraft Ground Handling and Servicing," and AC 150/5210-5, "Painting, Marking and Lighting of Vehicles Used On An Airport" (including updates).
- 14.5.3 Prior to transporting fuel onto the Airport, the Permittee shall provide LAWA with a Spill Prevention Contingency and Control (SPCC) Plan that meets regulatory requirements for above ground fuel storage facilities. An updated copy of such SPCC Plan shall be filed with LAWA at least 10 business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous fuel spills. The Plan shall include equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee will contain such a spill. This Plan shall also describe, in detail, what methods the Permittee intends to use to prevent any such spill from ever occurring.
- 14.5.4 In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handing and Servicing" (including updates). The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection; (2) public protection; (3) control of access to refueling vehicle storage areas; and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to LAWA not later than 10 business days before the Permittee commences self-fueling at the Airport. LAWA shall conduct inspections on a periodic basis to ensure compliance.

14.6 Limitations

14.6.1 Permittees shall be restricted from selling and/or dispensing fuels to based or transient Aircraft. Fueling of any Aircraft not owned or leased or operated by (and under the full and exclusive control of) Permittee shall constitute a violation of the Self-Fueling Permit and shall be grounds for immediate revocation of the Self-Fueling Permit.

SELF-FUELING

14.6.2 Prior to issuance and subsequently upon request by LAWA, Permittee shall provide evidence of ownership or lease (and the full and exclusive control) of any Aircraft being fueled.

14.7 Insurance

14.7.1 Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Attachment A – Schedule of Minimum Insurance Requirements.

15.0 COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

15.1 Application

- 15.1.1 Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport shall submit a written application to LAWA for a Commercial Aeronautical Activities Permit (Permit).
- 15.1.2 The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by LAWA in order to properly evaluate the application and/or facilitate an analysis of the prospective operation.
- 15.1.3 To the extent allowed by law, all information contained in an application shall be treated as confidential for discussion between and among LAWA representatives, Airport management, Airport staff, Airport advisors, and the applicant(s).

15.2 Approval

- 15.2.1 Once completed, the application and all accompanying materials shall be submitted to the Airport Manager for review and recommendation.
- 15.2.2 Once recommended for approval by the Airport Manager, the application will be sent to LAWA for review and approval. No application will be deemed complete that does not provide LAWA with the information necessary to allow LAWA to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures (including all applicable Policies and Directives) and be compatible with the Airport's Master Plan and/or Land Use Plan (if any).
- 15.2.3 After LAWA approves the application, the application will then be submitted to the Executive Director for approval and once the Executive Director (or designee) approves the application, a Permit will be issued.

15.3 Permit

- 15.3.1 Commercial Aeronautical Activities
 - 15.3.1.1 The Permit will be valid as long as the Operator meets the following requirements:
 - 15.3.1.1.1 The information submitted in the Application is current. The Operator shall notify the Airport Manager in writing within fifteen (15) days of any change to the information submitted in the Application.
 - 15.3.1.1.2 The Operator is in compliance with all applicable Regulatory Measures including, but not limited to, LAWA Policies and Directives.
 - 15.3.1.2 The Permit may not be assigned or transferred and shall be limited solely to the approved Activity.

15.3.2 Temporary or Special Use Permit

- 15.3.2.1 The Airport Manager may issue a temporary or special use Permit that allows an entity to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed one year.
- 15.3.2.2 The Permit will be valid only during the time period specified and only as long as the Operator complies with all applicable Regulatory Measures (including all applicable LAWA Policies and Directives).
- 15.3.2.3 The Permit may not be assigned or transferred and shall be limited solely to the approved Activity, the designated area, and the specified time period.

COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

15.4 Existing Operator with an Existing Agreement

- 15.4.1 No Change in Scope of Activities
 - 15.4.1.1 An existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an application for Permit provided that the Operator is in compliance with all applicable Regulatory Measures including, but not limited to, LAWA Policies and Directives.
- 15.4.2 Change in Scope of Activities
 - 15.4.2.1 Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the Activities permitted under the Agreement, the Operator shall submit a request through an application and obtain a Permit prior to engaging in the Activity.

15.5 Non-Commercial Operators

15.5.1 A permit is not required; however, the Operator shall only conduct activities approved in their Agreement and comply with all applicable Regulatory Measures including, but not limited to, LAWA Policies and Directives.

ATTACHMENT A - MINIMUM INSURANCE REQUIREMENTS

		Fixed Base Operator	Aircraft Maintenance	Avionics, Instrument, Propeller Repair	Aircraft Rental Flying Club Flight Training	Aircraft Charter or Aircraft Management	Aircraft Sales	Specialized Commercial	Temporary Specialized Commercial, Commercial Apron, and Commercial Hangar	Non-Commercial Hangar	Self-Fueling
COMMERCIAL	GENERAL LIABIL	ITY (Combine	d Single Limit)							
	Each Occurrence	\$5,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
VEHICULAR LIA	ABILITY or BUSIN	IESS AUTOMO	BILE LIABILI	TY (Combined	Single Limit)						
	Each Occurrence	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
HANGAR KEEP	ER'S LIABILITY (Largest Aircra	aft Accommod	ated)							
SE Piston	Each Aircraft		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000		
Group I	Each Occurrence		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000		
ME Piston	Each Aircraft		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000		
Group I	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
SE Turboprop	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Group I	Each Occurrence		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000		
ME Turboprop	Each Aircraft		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000		
Group I & II	Each Occurrence		\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000		
Turbine	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
Group I	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
Turbine	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
Group II	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
Turbine	Each Aircraft	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
Group III	Each Occurrence	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000		

ATTACHMENT A - MINIMUM INSURANCE REQUIREMENTS

AIRCRAFT AND PASSENGER LIABILITY (Combined Single Limit, Each Occurrence)								
SE Piston/Group I		\$1,000,000 CSL/\$100,000 sub limit per seat/passenger						
ME Piston/Group I		\$1,000,000 CSL/\$100,000 sub limit per seat/passenger						
Turboprop/Group I & II		\$5,000,000 CSL/\$200,000 sub limit per seat/passenger						
Turbine/Group I		\$5,000,000	\$5,000,000 CSL/\$200,000 sub limit per seat/passenger					
Turbine/ Group II		\$10,000,000	\$10,000,000 \$10,000,000 \$10,000,000 \$10,000,000					
Turbine/Group III		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			
Student and Renter Liability		\$100,000						
CFI Professional Liability		\$100,000						

Commercial General Liability to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.

Vehicular Liability or Business Automobile Liability to include bodily injury and property damage for all vehicles (owned, non-owned, or hired).

Hangar Keeper's Liability to include property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury for all owned, leased, or operated Aircraft.

Student and Renter Liability to include bodily injury, personal injury, and property damage (excluding aircraft hull) for students and renters of Aircraft.

CFI Professional Liability to include bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

SE = Single engine aircraft.

ME = Multi engine aircraft.

Piston Aircraft = An Aircraft that utilizes a reciprocating engine for propulsion.

Turboprop Aircraft = An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

Turbine Aircraft = An Aircraft that utilizes a form of heat engine that produces thrust by accelerating a relatively small mass of air through a large change in velocity for propulsion.

Group I = Aircraft Design Group with Aircraft having a wingspan up to but not including 49 feet.

Group II = Aircraft Design Group with Aircraft having a wingspan 49 feet up to but not including 79 feet.

Group III = Aircraft Design Group with Aircraft having a wingspan 79 feet up to but not including 118 feet.

RELATIONSHIP BETWEEN CAPITAL INVESTMENT AND LEASE TERM

This Executive Directive is issued in accordance with the Leasing Policy adopted by the Board of Airport Commissioners of LAWA (BOAC) on March 6, 2001. See in particular Sections 5.7, 5.9, and 7.3 of the Leasing Policy.

1.1 The term of a lease agreement shall be commensurate with the amount of capital investment made by the tenant in leasehold improvements and/or related improvements at the Airport in accordance with the following guidelines:

		Required Capital		
Type of Operator	Aircraft/Service Category	Investment		
		(Per Year of Lease Term)		
FBO	All	\$17,000 per acre		
SASO (without Hangar)	Group I Piston and Turboprop	\$3,000 per acre		
SASO (without Hangar)	Group II Piston and Turboprop	\$5000 per acre		
SASO (without Hangar)	Group I, II, and III Turbine	\$8,000 per acre		
SASO (with Hangar)	Group I Piston and Turboprop	\$12,000 per acre		
SASO (with Hangar)	Group II Piston and Turboprop	\$15,000 per acre		
SASO (with Hangar)	Group I, II, and III Turbine	\$17,000 per acre		
Commercial Hangar Operator	Group I Piston and Turboprop	\$5,000 per acre		
Commercial Hangar Operator	Group II Piston and Turboprop	\$8,000 per acre		
Commercial Hangar Operator	Group I, II, and III Turbine	\$12,000 per acre		
Non-commercial Hangar Operator	Group I Piston and Turboprop	\$20,000 per acre		
Non-commercial Hangar Operator	Group II Piston and Turboprop	\$25,000 per acre		
Non-commercial Hangar Operator	Group I, II, and III Turbine	\$35,000 per acre		

- 1.2 When capital investment is made, the term of a lease agreement shall not be greater than 30 years unless approved by the BOAC and Los Angeles City Council.
- 1.3 When no capital investment is made, the term of a lease agreement shall be at the discretion of LAWA, but not greater than 5 years. LAWA shall not be obligated to automatically grant a term of any duration if no capital investment is made.
- 1.4 The capital investment required shall be based upon the type of operator and the category of aircraft being serviced or operated. If a hangar is constructed, the required capital investment shall be based upon the highest category of aircraft that the hangar is capable of accommodating.
- 1.5 In exceptional cases (i.e., when a site has unusual or extraordinary attributes), if the tenant demonstrates immediate need for the land and if the design (layout) achieves optimal utilization of the site and if LAWA agrees in writing, the tenant may be allowed to exclude the land designated by LAWA as incapable of being developed and unusable when calculating the lease term and the capital investment required.
- 1.6 The required capital investment amounts shall be adjusted annually in accordance with the change in the Consumer Price Index (CPI) for the Los Angeles, California area.
- 1.7 Notwithstanding circumstances beyond the control of the tenant and if LAWA agrees in writing that such circumstances were beyond the control of the tenant, all leasehold improvements shall be completed and occupied or used by the tenant within 36 months of the commencement date of the lease agreement.
- 1.8 When a tenant makes additional capital investment in leasehold improvements and/or related improvements at the Airport during the term of an existing lease agreement, the

- term of such agreement may be extended by LAWA based upon the level of capital investment made by the tenant in accordance with the guidelines set forth above.
- 1.9 In the event of any such lease extension, the lease agreement shall be amended to conform to all applicable LAWA Policies and Directives in effect at the time of such amendment.
- 1.10 The remaining term of an existing lease plus the term of any extension thereto shall not exceed 30 years unless approved by the BOAC and Los Angeles City Council.
- 1.11 Any option periods shall be considered part of the lease term.

DEFINITIONS

The following words and phrases, whenever capitalized, shall be construed as defined herein unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. In addition, certain other capitalized words and phrases are defined in other Policies or Directives.

All definitions contained in 49 U.S.C. § 40101 *et seq.* (previously known as the Federal Aviation Act of 1958, hereinafter cited as "FAA Act") and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities") - Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or which contributes to or is required for the safety of such operations. The following Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sale of Aircraft parts, and any other Activities which, in the sole judgment of the BOAC, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For all purposes of these Directives, all products and services described herein are deemed to be "Aeronautical Activities."

<u>Aircraft</u> - Any contrivance now known or hereafter invented, used, or designed for navigation of, or flight in air or space. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, sailplanes, amphibians, and seaplanes.

<u>Aircraft Maintenance</u> - The repair, maintenance, alteration, preservation, or inspection of Aircraft (including the replacement of parts). Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft and their accessories.

<u>Aircraft Operator</u> - The owner of any Aircraft or any person who has rented or leased such an Aircraft for the purpose of operation by himself or his own agents, or any person operating an Aircraft.

<u>Airframe and Powerplant Mechanic (or "A and P Mechanic")</u> - A person who holds an aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

<u>Airport</u> - The Van Nuys Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent Airport Sponsor Assurances) and as it may hereinafter be extended, enlarged, or modified.

<u>Airport Layout Plan (or "ALP")</u> - The currently approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings, roadways, utilities, navaids, etc.

<u>Airport Manager</u> - The person, designated by the Executive Director, charged with the duty to administer, manage, and control the Airport, or a duly authorized representative.

<u>Airport Sponsor Assurances (or "Airport Grant Assurances")</u> - Assurances that airport owner/operators must comply with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

<u>Appraiser</u> - A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.

Apron - The paved area where Aircraft can be parked and tied down.

<u>Association</u> - An entity legally formed and recognized under the laws of the State of California having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.)

<u>Board of Airport Commissioners (or "BOAC")</u> - An official body of seven members appointed for fiveyear staggered terms by the Mayor and approved by the City Council. This body is responsible for the formulation of Los Angeles World Airports' and Airport policy.

<u>Commercial</u> - For the purpose of securing earnings, income, compensation (including exchange of service), and/or profit, whether or <u>not</u> such objectives are accomplished.

<u>Competitive Proposal Process</u> - A process that is used to seek competitive proposals from qualified entities when land and/or improvements are or become available at the Airport for occupancy or use.

<u>Contiguous Land</u> - Land that is sharing an edge or boundary or is separated by no more than a taxilane.

<u>Courtesy Vehicle</u> - A vehicle that carries persons between the Airport and off-Airport businesses, such as hotels, motels, or other attractions for which the passenger pays no direct charge.

<u>Current</u> - All rents, fees, and other charges (required to be paid under any and all Agreements with LAWA) are paid.

<u>Employees</u> - Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and medicare) or which is contracted for through a temporary employment agency.

<u>Equipment</u> - All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

<u>Executive Directive VNY-01.0, Minimum Standards</u> - Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport.

<u>Executive Director</u> -The person charged with the duty to administer, manage, and control LAWA, and other officials in charge of LAWA, or his or her duly authorized representative.

<u>Fair Market Rent</u> -The rent that a property would command in the open market as indicated by rents asked and paid for comparable property as of the date of determination.

<u>Federal Aviation Administration (or "FAA")</u> -The division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

<u>Fiscal Year (or "FY")</u> - The yearly period beginning July 1st and ending June 30th established for accounting purposes.

<u>Fixed Base Operator (or "FBO")</u> - An entity that is authorized and required by Agreement with LAWA to provide to the public, at a minimum, the following Activities at the Airport:

- A. Sale of Aviation Fuels and Lubricants
- B. Ancillary Aircraft Ground Services and Support
- C. Tiedown, Hangar, and Parking
- D. Aircraft Maintenance

<u>Flight Training</u> - Any use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or other destinations. Flight Training shall also include any portion of a flight between two Airport or other destinations dedicated to increase or maintain pilot or crewmember proficiency.

Fuel - Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft or Vehicles.

<u>General Aviation</u> - All civil aviation with exception of air carriers. General aviation Aircraft are utilized for Commercial and non-commercial purposes including business/corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

<u>Good Standing</u> - Consistently in compliance with all applicable regulatory measures and not in default of any Agreement with the City.

Group I - Aircraft having a wingspan up to but not including 49 feet.

Group II - Aircraft having a wingspan 49 feet up to but not including 79 feet.

Group III - Aircraft having a wingspan 79 feet up to but not including 118 feet.

<u>Immediately</u> - The ability to occupy premises leased from LAWA and offer products, services, and/or facilities (to the public) as of the effective date of an Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the City of Los Angeles, California for the proposed facilities within six months following receipt of possession of the leased premises.

<u>Improvements</u> - All permanent improvements including infrastructure improvements (taxiways, taxilanes, roadways, walkways, automobile parking areas, and apron areas – asphalt pavement or concrete), utilities, landscaping, fencing, signage, fixtures, and facilities (terminal building, hangar, office, shop, fuel storage, and other related buildings, improvements, and/or support facilities) constructed, installed, or placed on, under, or above the land. Furniture, vehicles, and equipment are not considered improvements.

<u>Infrastructure</u> - Runways, taxiways, aprons, navaids, roadways, and utilities.

<u>Instructor</u> - Any individual giving or offering to give instruction in the operation, construction, repair, or maintenance of Aircraft, Aircraft powerplants, and accessories, including the repair, parking, and maintenance of parachutes.

<u>Leased Premises</u> -The land and/or improvements used exclusively by Operator for the conduct of Operator's Activities.

<u>Leasing Policy (or "Policy")</u> - The policy adopted by the BOAC on March 6, 2001 that replaces the 1986 Lease and Rental Policy. The policy is intended to provide a framework for making leasing and property management decisions.

<u>Los Angeles World Airports (or "LAWA")</u> - A department of the City of Los Angeles that operates the system of airports owned by the City of Los Angeles, which includes Los Angeles International Airport, Ontario International Airport, Palmdale Regional Airport, and Van Nuys Airport.

<u>Master Plan</u> - An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. A copy is on file and available for inspection in the Airport Manager's office. The Airport Layout Plan (ALP) is a part of the Master Plan.

<u>Non-Commercial</u> - Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit. A non-commercial Aircraft Operator owns and/or operates Aircraft that are incidental or ancillary to the business (i.e., the Aircraft is used only to provide transportation for the exclusive use of employees, agents, and/or customers of the business and not for Commercial Activities) or used strictly for private (not for hire), personal, or recreational purposes only.

<u>Operator (as used in Executive Directive VNY-01.0, Minimum Standards)</u> - An entity that has entered into an Agreement with the LAWA to engage in Aeronautical Activities (commercial or non-commercial).

Piston Aircraft - An Aircraft that utilizes a reciprocating engine for propulsion.

<u>Property</u> - Anything that is owned by an entity. Property is divided into two types: "real property," which is any interest in land or improvements (manmade or natural) located on the land, and "personal property," which is all other property (or property other than real property) consisting of things that are temporary or movable.

<u>Prospective Operator</u> - An entity desiring to use land and/or improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

<u>Readily Available</u> - Conveniently located (in close proximity) and immediately available and accessible, but not necessarily located on the leased premises.

<u>Refueling Vehicle</u> - Any vehicle used for the transporting, handling or dispensing of fuels, oils, and lubricants.

<u>Regulatory Measures</u> - Federal, state, and local laws, codes, ordinances, rules, and regulations including LAWA Policies and Directives.

<u>Repair Station</u> - A certified Aircraft maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

<u>Specialized Aviation Service Operator (or "SASO")</u> - A commercial Operator that provides Activities not listed under the definition of a Fixed Base Operator. These may include any one or a combination of the following:

- A. Aircraft Maintenance
- B. Aircraft Rental/Flying Club
- C. Flight Training
- D. Aircraft Charter/Air Taxi
- E. Avionics, Instrument, or Propeller Maintenance
- F. Aircraft Sales

<u>Sublease</u> - An Agreement entered into by an entity with an Operator that transfers rights or interests in the Operator's leased premises and is enforceable by law.

<u>Sublessee</u> - An entity that has entered into a sublease with an Operator.

<u>Taxiway</u> - A defined path, usually paved, over which Aircraft can taxi from one part of an airport to another (excluding the runway) and is under the control of the FAA Airport Traffic Control Tower.

<u>Tiedown Area (or "Tiedown")</u> - A paved or unpaved area (where tiedown points are located) that is suitable for parking and mooring of Aircraft. Tiedown includes the points (or anchors) and the Equipment (ropes, chains, wheel chocks, and other types of restraining devices) that are required to safely secure tiedown Aircraft, as set forward in FAA AC 20-35C.

<u>Through-the-Fence</u> - The right for an Operator located on private property contiguous to the Airport to have access to the Airport's runway and taxiway system.

<u>Turbine Aircraft</u> - An Aircraft that utilizes a form of heat engine that produces thrust by accelerating a relatively small mass of air through a large change in velocity for propulsion.

<u>Turboprop Aircraft</u> - An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

<u>Vehicle</u> - Any device that is capable of moving itself, or being moved, from place to place; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.