
HORRY COUNTY DEPARTMENT OF AIRPORTS

MINIMUM STANDARDS AND REQUIREMENTS FOR AERONAUTICAL ACTIVITIES AT GRAND STRAND AIRPORT (CRE) CONWAY HORRY COUNTY AIRPORT (HYW), AND TWIN CITY AIRPORT (5J9)

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SECTION ONE - INTRODUCTION

A. INTRODUCTION

In order to: (a) encourage and promote: the safe and efficient operation of the Airports; (b) enhance the growth of the Airports; (c) protect Airport users from unlicensed and unauthorized products and services; (d) maintain and enhance the availability of adequate Aeronautical Activities for all Airport users; (e) encourage and promote the provision of high-quality general aviation products, services, and facilities; (f) encourage and promote the economic health of and the orderly development of general aviation at the Conway-Horry County ("HYW"), Grand Strand ("CRE"), and Twin City ("5J9") Airports; (g) ensure efficiency of operations; (h) conform to applicable laws and regulations; (i) comply with assurances made under HCDA's grant agreements with the federal government; (j) preclude the granting of an Exclusive Right to undertake an Aeronautical Activity in violation of federal law; and (k) promote opportunities for Operators to perform Aeronautical Activities at the Airports on fair and reasonable terms, without unjust economic discrimination; the Horry County Council and the Horry County Department of Airports have established these General Aviation Minimum Standards and Requirements for Aeronautical Activities applicable to any Person providing or seeking to provide Aeronautical Activities at the Airports. Capitalized terms shall have the meanings assigned to such terms in Article 2 of these Minimum Standards. These Minimum Standards do not apply to operations at Myrtle Beach International Airport ("MYR"), air carrier operations, or to non-aeronautical concession or consumer service privileges at the Airports.

These Minimum Standards are intended to be the threshold entry and on-going service requirements for those Persons seeking to perform Aeronautical Activities at the Airports for the public, and are intended to apply objectively and without unjust discrimination to all similarly situated on-Airport Operators. The Council has determined that the requirement that all Operators at the Airports meet these Minimum Standards is in the public interest.

These Minimum Standards are established based upon the conditions existing at the Airports, the existing and planned facilities at the Airports, and the current and future aviation role of the Airports. The application of these Minimum Standards, including the minimum levels of service that must be offered by Operators, relates primarily to the public interest in discouraging substandard service providers, thereby preserving the financial integrity of Airport businesses and protecting Airport patrons and the public at large.

Accordingly, the following sections set forth the minimum standards prerequisite to a Person operating upon and engaging in one or more Aeronautical Activities at an Airport. Any Person engaging in such aviation operations and/or Aeronautical Activities at the Airport will also be required to comply with all applicable Laws applicable pertaining to such Activities.

B. PREAMBLE AND STATEMENT OF POLICY

It is the intent of HCDA to plan, manage, operate, finance, and develop the Airports for the long-term financial health of the Airports and the safety of Persons operating at the Airports and that of the public at large, consistent with accepted airport practices and applicable Laws. It is the policy of the HCDA to extend the opportunity to provide Aeronautical Activities at the Airports to any Person meeting these Minimum Standards, as they may be amended from time to time, for that service, subject to the availability of suitable space at the Airports to conduct such activities.

To this end, all Applicants to perform or provide Aeronautical Activities at the Airports shall be accorded a reasonable opportunity, without unjust discrimination, to occupy available Airport land and/or Improvements and to provide appropriate Aeronautical Activities subject to the Minimum Standards as established by HCDA.

The granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording an Operator any Exclusive Right to perform Aeronautical Activities or use the premises and/or facilities at the Airports, other than those premises which may be assigned exclusively to Operator, and then only to the extent provided in an Agreement.

HCDA reserves and retains the right for the use of the Airports by others who may desire to use the same, pursuant to applicable Laws pertaining to such use. HCDA further reserves the right to designate specific areas on the Airports for Aeronautical Activities in accordance with the applicable current adopted Airport Layout Plan for each Airport. Such designation shall give consideration to the nature and extent of the operation and the land and Improvements available for such purpose, and shall be consistent with the orderly and safe operation of the Airports.

The Director of Airports has the authority to manage the Airports (including the authority to interpret, administer, and enforce Agreements and HCDA policies and the authority to permit temporary, short term occupancy of Airport land and/or facilities). The ultimate authority to grant the occupancy and use of Airport real estate and to approve, amend, or supplement all Agreements relating thereto is expressly reserved to the Horry County Council.

HCDA does hereby establish the following Policy for the Minimum Standards:

1. The Minimum Standards are the threshold entry requirements for Persons desiring to undertake Aeronautical Activities at the Airports.
2. The Minimum Standards are intended to ensure that those Persons who have undertaken to provide Aeronautical Activities, are not exposed to unfair competition.
3. The Minimum Standards are intended to protect the public from unsafe and/or inadequate services and/or activities.
4. The Minimum Standards were developed taking into consideration the aviation role of the Airports, facilities that currently exist at the Airports, Aeronautical Activities being offered at the Airports, the future development planned for the Airports, and the promotion of fair competition at the Airports.
5. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by prospective and/or existing Operators, relates primarily to the public

interest thereby protecting both the established Aeronautical Activities and the Airports' patrons.

C. CONFLICTS WITH EXISTING AGREEMENTS

In the event of a direct conflict between these Minimum Standards and any Agreement entered into prior to the Effective Date, the Agreement shall govern to the extent of such conflict. The Minimum Standards are not intended to alter or change rights of any party under any Agreement in effect prior to the Effective Date (a "Pre-existing Agreement"); provided, however, that if any Pre-existing Agreement requires the party to such Agreement to comply with the HCDA's minimum standards, as they may be amended from time to time, then these Minimum Standards shall be incorporated into such Pre-existing Agreement as a result of such provision.

These Minimum Standards shall apply to any Agreement or extension of the term of any Pre-existing Agreement entered into between the HCDA and an Operator after the Effective Date, and in the event of any direct conflict between such Agreement and these Minimum Standards, these Minimum Standards, shall prevail.

SECTION TWO - DEFINITIONS

As used in these Minimum Standards, the following terms shall have the following meanings:

AERONAUTICAL ACTIVITY (OR “AERONAUTICAL ACTIVITIES” OR “ACTIVITY” OR “ACTIVITIES”) shall mean 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: general and corporate aviation, air taxi and charter operations, pilot training, aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, scheduled and unscheduled air carrier operation (passenger and cargo), aircraft sales and service, sale of aviation fuel and oil, repair and maintenance of Aircraft, sale of Aircraft parts, Aircraft storage, Skydiving, and any other activities which, because of their direct relationship to the operation of Aircraft or the Airports, can be appropriately regarded as an Aeronautical Activity. For all purposes of these Minimum Standards, all products and services described herein are deemed to be “Aeronautical Activities”. Activities such as model aircraft and model rocket operations are not Aeronautical Activities.

AGREEMENT (OR “OPERATING AGREEMENT”) shall mean a written contract between HCDA and a Person granting a concession to undertake an Aeronautical Activity, transferring rights or interest in property, and/or otherwise authorizing the conduct of certain Activities, executed by both parties. An Operating Permit, a Space Use Permit, and a Lease Agreement are each an “Agreement”.

AIR CHARTER OPERATOR shall mean a Person that provides on-demand, non-scheduled passenger services to the general public from an Airport for hire and operates under 14 CFR Part 135 with Aircraft that have no more than 30 passenger seats.

AIRCRAFT shall mean any contrivance, now known or hereafter invented, used, or designed for flight in the air. Excluded from this definition are ultralights (as defined in 14 CFR Part 103), and paragliders.

AIRCRAFT LINE MAINTENANCE shall mean Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include replenishing lubricants, fluids, nitrogen and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and avionics/instrument removal and/or replacement.

AIRCRAFT MAINTENANCE shall mean the repair, maintenance, rebuilding, overhaul, alteration, adjustment, or inspection of Aircraft. Major repairs include major alterations to the airframe, power plant, and propeller as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment or repair of Aircraft and their accessories.

AIRCRAFT MOVEMENT AREA shall mean the runways, taxiways, and other areas of the Airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of Aircraft and controlled by the air traffic control tower, exclusive of Aprons and Aircraft parking areas.

AIRCRAFT SALES OPERATOR shall mean a Person engaged in the sale of new and/or used Aircraft at the Airport.

AIRCRAFT RENTAL OPERATOR shall mean a Person engaged in the rental of fixed or rotor wing Aircraft to the public at the Airport.

AIR OPERATIONS AREA (AOA) shall mean the portion of the Airports located inside the security fence and includes all Aircraft Movement Areas, Aprons, and safety areas for use by Aircraft that are not separated by adequate security systems, measures, or procedures, and includes any area of the Airports used or intended to be used by Aircraft for landing, takeoff or surface maneuvering.

AIRPORTS shall mean the land areas and Improvements which are owned, leased, operated, or controlled by HCDA and referred to collectively as Conway-Horry County Airport (HYW), Grand Strand Airport (CRE), and Twin City Airport (5J9). An "Airport" shall mean any one of HYW, CRE or 5J9.

AIRPORT LAYOUT PLAN ("ALP") shall mean a drawing depicting the physical layout of the applicable Airport approved by the FAA and identifying the location and configuration of runways, taxiways, buildings, roadways, utilities, NAVAIDs, etc.

APPLICANT shall mean a Person seeking the right to use a portion of an Airport or to establish or use any facility 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 an Airport.

APRON shall mean a paved area of an Airport designated by the Director for Aircraft staging and parking.

ASSIGNED AREA shall mean the space at an Airport described in an Agreement, to be used by an Operator solely for the conduct of Operator's Aeronautical Activities.

ASSOCIATION shall mean, for the purposes of these Minimum Standards, an individual or a group of individuals holding a proportionate share of a non-commercial hangar facility.

AVIONICS AND INSTRUMENT MAINTENANCE OPERATOR shall mean an authorized Person engaged in the business of and providing a facility for the repair, maintenance and overhaul of Aircraft radios and instruments at an Airport.

CODE OF FEDERAL REGULATIONS (CFR) shall mean the regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

COMMERCIAL AERONAUTICAL ACTIVITY shall mean any Aeronautical Activity where the purpose of such Activity is to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. Such Activities are further defined throughout these Minimum Standards.

COMMERCIAL HANGAR OPERATOR shall mean a Person engaged in the subleasing of conventional hangars, bulk hangar space and/or T hangars for the storage of Aircraft at an Airport.

COMMERCIAL SKYDIVING shall mean an Operator that engages in the air transportation of individuals for the purpose of Skydiving, instruction in Skydiving, and rental and sales of Skydiving equipment.

COUNCIL shall mean the Horry County Council.

DIRECTOR shall mean the Director of Airports employed by HCDA to administer, oversee, and direct the operation of the Airports and to enforce these Minimum Standards and other regulations prescribed by HCDA affecting the operation of the Airports under its jurisdiction. The Director may delegate other HCDA staff as he or she deems necessary.

DROP ZONE (also known as "Landing Zone") shall mean that portion of an Airport designated in a Letter of Agreement among a Commercial Skydiving Operator, HCDA and the air traffic control tower operator at that Airport and, if required under 14 CFR Part 105, the FAA, for landing of individuals undertaking Skydiving operations.

EFFECTIVE DATE shall mean the date that these Minimum Standards are adopted by the Council and are effective under Law.

EQUIPMENT shall mean all personal property and machinery, including supplies, tools, and apparatus, necessary for the proper conduct of the Activity being performed.

EXCLUSIVE RIGHT shall mean a power, privilege, or other right excluding or preventing another Person from enjoying or exercising a like power, privilege, or right.

FEDERAL AVIATION ADMINISTRATION ("FAA") shall mean the United States Federal Aviation Administration within the Department of Transportation of the United States government and any federal agency succeeding to its duties and powers.

FEDERAL AVIATION REGULATIONS ("FAR") shall mean the regulations found in Title 14, Parts 1-999 of the Code of Federal Regulations.

FIXED BASE OPERATOR ("FBO") shall mean a Person engaged in business of providing Aircraft services, including Fueling Operations, to the General Aviation public, and authorized to conduct such business in accordance with minimum standards prescribed by HCDA. Excluded from this definition are commercial air carriers.

FLIGHT TRAINING OPERATOR shall mean a Person engaged in instructing pilots in dual and/or solo flight training using fixed or rotary wing Aircraft at the Airport.

FLYING CLUB shall mean a non-profit organization established to promote aviation, develop skills in aeronautics, and/or raise awareness and appreciation of aviation requirements and techniques through ground and/or flight instructional procedures.

FUEL shall mean aviation fuels of all grades and/or petroleum products ordinarily used and required by General Aviation Aircraft at the Airports, including turbine (jet) fuel ("Jet A") and aviation gasoline ("Avgas").

FUELING OPERATIONS shall mean the sale, delivery, quality control, into-plane delivery and/or dispensing of Fuel into Aircraft, Fuel storage tanks or Refueling Vehicles.

FUELING PRIVILEGES shall mean the non-exclusive privilege granted by HCDA to (a) an FBO to engage in Fueling Operations for Aircraft located on such FBO's premises and on public areas of the Airports but not on premises leased, licensed or assigned by HCDA to any other Person unless such Person consents to such FBO engaging in Fueling Operations on such other Person's premises, or (b) HCDA; provided, however, that any Self Fueling meeting the requirements of these Minimum Standards shall not constitute "Fueling Privileges".

GENERAL AVIATION shall mean all personal and Commercial Aircraft operations, but excluding military operations and those Aircraft operations federally regulated by 14 CFR Parts 121 and 129.

HCDA shall mean Horry County, the governing body of Horry County Department of Airports, which is granted the responsibilities of exercising and performing the powers and duties of operating the Airports, and is the owner and operator of the Airports.

IMPROVEMENTS shall mean all buildings, structures, and facilities, including pavement, fencing, signs and landscaping, constructed, installed or placed on, under, or above any Assigned Area.

INDEPENDENT CONTRACTOR shall mean a Person that contracts to do work or perform a service for another Person and that retains complete and free control over the means or methods used in doing the work or performing the service, as opposed to being an employee of the other party.

LANDING ZONE (see Drop Zone).

LAW OR LAWS shall mean all federal, state and local statutes, ordinances and regulations and Council ordinances which now exist or may hereafter be promulgated or adopted from time to time, applicable to an Operator, an Operator's operations at the Airports, and judicial interpretations thereof, including but not limited to all acts and regulations relating to aviation (including without limitation those regulations promulgated by the Department of Transportation or the FAA), security (including without limitation those regulations promulgated by the Department of Homeland Security or TSA), the Americans with Disabilities Act of 1990, and any amendments thereto.

LEASE AGREEMENT shall mean an Agreement approved by the Council pursuant to which a Person is granted the right to occupy and use a designated Assigned Area and Improvements for a specified term.

LOSSES shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable paralegal and attorneys' fees (including an allocation of the costs attributed to the work of in-house counsel and HCDA staff) prior to institution of legal proceedings and at both trial and appellate levels, and in any mediation or arbitration agreed to by HCDA, and remediation costs), of any kind or nature.

MASTER PLAN shall mean an assembly of appropriate documents and drawings covering the development of an Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is a part of the Airport Master Plan.

MINIMUM STANDARDS shall mean those qualifications, standards and criteria set forth in these Minimum Standards, as amended or modified by the Council from time to time, as the minimum requirements to be met as a condition for the right of an Operator to engage in any Aeronautical Activity at an Airport.

MOBILE STRUCTURE shall mean a structure having no permanent foundation and/or capable of moving or being moved from place to place, including modular buildings constructed offsite.

NATIONAL FIRE PROTECTION ASSOCIATION ("NFPA") shall mean the U.S. chartered non-profit organization which provides and advocates consensus codes and standards, research, training, and education pertaining to fire, electrical, and building safety.

NON-COMMERCIAL OPERATOR shall mean a Person that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity or unit to support the business' purposes by providing transportation for the exclusive use of its employees or agents. In all cases, a Non-Commercial Operator may neither offer nor provide Commercial Aeronautical Activities.

NORMAL BUSINESS HOURS shall mean from 8:00 AM to 5:00 PM (Eastern time), Monday through Friday.

OPERATOR shall mean a Person that has entered into an Agreement with HCDA and authorized to undertake one or more Aeronautical Activities at an Airport. As used in these Minimum Standards, the term "Operator" refers to both Commercial Operators and Non-Commercial Operators.

OPERATING PERMIT shall mean an Agreement that grants a Person the right to perform or provide certain specified Commercial Aeronautical Activities, but that does not grant such Person any right to occupy land or Improvements at the Airports.

OWNER shall mean any Person, and any trustee, receiver, assignee or similar representative thereof, that owns or leases an Aircraft.

PERMIT shall mean an Agreement between HCDA and a Person for the performance of a temporary Commercial Aeronautical Activity including, but not limited to, Skydiving, mooring of lighter-than-air balloons and airships, banner towing, and the like. Any form of Solicitation requires a Permit.

PERSON shall mean any individual, firm, partnership, corporation, company, limited liability company, limited liability partnership, association, joint stock association, governmental entity or other body politic; and includes any trustee, receiver, committee, assignee or other representative or employee thereof.

PROPRIETARY EXCLUSIVE RIGHT shall mean a right that may only be exercised by the airport sponsor to provide any or all of the Aeronautical Activities at the airport exclusively.

RAMP PERMIT shall mean a permit issued by the Director granting a Vehicle permission to operate or be operated within the AOA, or a designated portion thereof, subject to the requirements of these Minimum Standards.

REFUELING VEHICLE shall mean any Vehicle used for transporting, handling, or dispensing of Fuel, oil, and lubricants.

RESTRICTED AREA shall mean areas of the Airports that are closed to the general public. These areas are used to perform the regular activities and operations of the Airports and include, but are not limited to, the Air Operations Areas, tenant leased operational areas, airfield operational roads, and locations having direct access to Air Operations Areas. These areas are restricted to use by authorized Persons and personnel while engaged in their respective Airport duties.

SELF-FUELER (OR "SELF-FUELING OPERATOR") shall mean a Person holding a valid Self-Fueling Permit issued in accordance with Section 8 of these Minimum Standards and any Owner that performs Aircraft Fueling services on its own Aircraft at an Airport with its own employees and its own Fueling Equipment with Fuel that the Owner obtained from the source of his/her preference, subject to the prior receipt of a Fueling Permit from the Airport. Joint or cooperative Fueling is not a Self-Fueler.

SELF-FUELING shall mean the Fueling or servicing by a Person of an Aircraft that is either (x) owned by such Person or (y) within such Person's complete operational control, exclusively used by such Person and subject to a lease to such Person with an initial or remaining term of at least one year, with that Person's own employees, and using that Person's own equipment. Self-Fueling and other self services cannot be contracted out to or provided by any other Person. Self-Fueling, in and of itself, shall not be deemed an Aeronautical Service under these Minimum Standards.

SELF-FUELING PERMIT shall mean a permit substantially in the form of the Self-Fueling Permit attached to these Minimum Standards as Attachment B, as such form may be amended from time to time, issued to a Person meeting the requirements set forth in Section 8 of these Minimum Standards.

SELF-SERVICE shall mean maintenance or Fueling of an Aircraft on Airport property performed by the Aircraft Owner or operator in accordance with HCDA's standards or requirements and using Equipment and parts obtained by the Aircraft Owner or operator from the source of his or her preference.

SKYDIVING / SPORT PARACHUTING shall mean an aerial activity whereby one or more persons intentionally descends to the surface from an Aircraft in flight, and shall not include flight by use of a powered parachute.

SOLICITATION shall mean to ask, request, implore or plead repetitively or continuously, directly or indirectly, actively or passively, openly or subtly, orally, in writing or otherwise, for money or anything of pecuniary value. Solicitation also includes requests to sign a petition.

SPACE USE PERMIT ("SUP") shall mean an Agreement approved by the Director pursuant to which a Person is granted the license to occupy and use for specified Aeronautical Activities designated Assigned Space and Improvements but which does not grant such Person rights in land.

SPECIALIZED AVIATION SERVICE OPERATOR ("SASO") shall mean a Commercial Aeronautical Operator that provides specified Aeronautical Activities. These may include any one or a combination of the following:

- (a) Airframe and Power Plant Repair and Maintenance
- (b) Avionics, Instrument, or Propeller Repair
- (c) Aircraft Sales
- (d) Aircraft Rental
- (e) Helicopter Tour and Charter
- (f) Flight Training
- (g) Aircraft Charter/Air Taxi/Air Ambulance
- (h) Sky Diving/Sport Parachuting
- (i) Commercial Hanger
- (j) Non-Commercial Hanger
- (k) Aircraft detailing to include cleaning, and/or paint touch-up
- (l) Nonstop sightseeing flights that begin and end at the Airport
- (m) Crop dusting, seeding, spraying, and bird chasing
- (n) Banner towing and aerial advertising
- (o) Fire fighting or fire patrol
- (p) Aerial photography or survey
- (q) Power line or pipeline patrol; or
- (r) Any other Commercial Aircraft operations specifically excluded from FAR Part 119.

THROUGH THE FENCE OPERATION (TTF) shall mean having direct access to an Airport from private property located contiguous to the Airport. Through-the-fence entities, while being located off Airport property, have access to an Airport's Restricted Area.

TIE DOWN shall mean a paved or unpaved area at an Airport used for parking and mooring of Aircraft wherein suitable tie-down points are located.

TRANSPORTATION SECURITY ADMINISTRATION ("TSA") shall mean the United States Transportation Security Administration within the Department of Homeland Security, and any federal agency succeeding to its duties and powers.

VEHICLE shall mean and include automobiles, trucks, buses, motorcycles, and any other self-propelled device in or upon or by which any person or property is or may be transported, carried or drawn upon land, except railroad equipment and Aircraft.

VEHICLE PARKING AREA shall mean any portion of the Airports designated and made available temporarily or permanently by HCDA for the parking of Vehicles.

SECTION THREE - GENERAL REQUIREMENTS

The following General Requirements shall apply to all Aeronautical Activities at the Airports. An Operator engaging in an Aeronautical Activity or Activities at the Airports must comply with the General Requirements set forth in this section plus the applicable minimum standards for each specific Aeronautical Activity.

1. COMPLIANCE WITH MINIMUM STANDARDS

- a. Any permission granted by HCDA, directly or indirectly, expressly or by implication or otherwise, to any Person to enter or to use the Airports or any part thereof, is conditioned upon strict compliance with these Minimum Standards. The exercise of the privilege of using the Airports and their facilities or any part thereof shall constitute the agreement of the Person using the Airports to comply fully with these Minimum Standards
- b. Any permission granted by HCDA under these Minimum Standards is conditioned upon the payment of any and all applicable fees and charges established by HCDA.
- c. All Agreements and identification badges issued by HCDA are the property of HCDA and such Agreements, badges, and all other endorsements and authorizations included therein are subject to revocation by the Director.
- d. Notwithstanding the foregoing provisions of this Section, these Minimum Standards shall not prevent the exercise of rights expressly granted by HCDA in written Agreements between HCDA and the Person to whom such rights have been granted.
- e. If an Operator or any Person employed by an Operator fails to comply with these Minimum Standards, such Operator or Person is subject to the Penalties set forth in Section 10 of these Minimum Standards.

2. AGREEMENT/APPROVAL

- a. No Person shall be allowed to conduct an Aeronautical Activity at the Airports unless such Person has first entered into a valid Agreement authorizing such Activity.
- b. Each Agreement will include the terms and conditions under which the Activity will be conducted at the Airport, including, but not limited to: term of the Agreement; generally applicable and not unjustly discriminatory rentals, fees, and charges; and the rights and obligations of the respective parties. No Agreement shall reduce or limit a Person's obligations with respect to these Minimum Standards.
- c. In addition to an Operating Agreement, each Operator or Person seeking to occupy any space at an Airport, including without limitation a Hangar, a tie down area, or other portion of the Ramp, or any building at an Airport, must enter into a Space Use Permit or Lease Agreement with Horry County in such form as may be reasonably satisfactory to HCDA before commencing occupancy of such space.

3. INSURANCE REQUIREMENTS

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with the Director applicable to the particular Aeronautical Activity to be undertaken by the Operator. The Director may require changes in mandatory insurance coverage or minimum limits of insurance by giving no less than thirty (30) days notice to each affected Operator of such change. Horry County, its Council, and its officers, agents and employees, must be named as additional insureds, excluding Workers' Compensation coverage. A certificate of coverage and copies of all policy endorsements must be furnished to the Director or designated representative prior to commencing Aeronautical Activities at an Airport, and 30 days advance written notice of any change to any policy must be given to the Director. The required insurance coverage must be in force during the period of any construction of the Operator's facilities or prior to its entry upon the Airport for the conduct of its business. Coverage may be provided through primary or excess policies. The insurance company, or companies, writing the required policy or policies shall be licensed to do business in the State of South Carolina. The name or company listed as insurer on the Certificate of Coverage must be identical to the name or company included on the agreement.

Where more than one Aeronautical Activity is proposed, the minimum limits will vary (depending upon the nature of individual Activities in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of Activities are to be provided, it would not be necessary for the Operator to carry insurance policies providing the combined total of the minimum limits for each type of Activity; however, if one of the selected Activities required passenger liability coverage or hanger keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance covering each of the applicable exposures. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of Activities will be discussed with the prospective Operator at the time of its application or otherwise during lease negotiations.

A combination of Umbrella/Excess and primary limit may be used to provide for the amounts required.

Before any Operator may commence operations at the Airports, the required insurance certificates must be provided to the Director. If an Operator fails to provide all required insurance coverage or if any such policies shall expire or otherwise not be in conformity with these Minimum Standards, HCDA may obtain such insurance on behalf of and at the expense of an Operator and the cost of such insurance shall be paid by such Operator to HCDA within 30 days of invoice. If any Operator's insurance shall lapse or shall not comply with these Minimum Standards, the Director may immediately require such Operator to cease operations unless and until compliant insurance coverage is obtained.

4. APPROVED ACTIVITIES

Activities not explicitly identified in these Minimum Standards are not authorized on or at the Airports unless written authorization is provided by Director of Airports.

5. NON APPROVED ACTIVITIES

The following activities are prohibited without written authorization from the Director of Airports:

- No Operator will permit unrestrained animals on Airport property.

- No Vehicles are permitted within the Restricted Area without written authorization from the Director.
- No planned event involving more than twenty-five (25) individuals is permitted without ten (10) days advance notice, in writing, and without the written consent of the Director. Operators sponsoring events that require additional HCDA resources, including, but not limited to additional staffing and Law Enforcement Officer (“LEO”) presence, will be charged for such services at a rate specified by HCDA.
- Access to the Restricted Area by all Persons must be authorized by the Director in writing. Unauthorized access is strictly prohibited.
- Overnight occupancy of space on the Airports is strictly prohibited.
- Commercial food sales at the Airport are prohibited without ten (10) days prior written notice to and the written consent of the Director. Any third party selling food must hold a valid permit or Agreement from HCDA and be properly licensed to sell food in accordance with all applicable Laws.
- No open containers of alcohol or public consumption of alcohol is permitted on Airport property.
- No open flammable substances are permitted in any enclosed space at the Airports including, but not limited to, propane grills and alcohol. Welding tools and other tools using flame or extreme heat may only be used within enclosed spaces at the Airports with the written consent of the Director.

6. COMPLIANCE WITH LAWS Each Operator shall observe and comply with all applicable Laws governing its conduct on and its operations at the Airport or the use of its facilities at the Airport. Each Operator shall also observe and comply with any and all applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the FAA, and the TSA). It is the Operator’s responsibility to keep informed of all Laws and all applicable requirements of such public authorities. Each Operator shall pay or reimburse HCDA for any civil penalties or fines which may be assessed against HCDA as a result of the violation by such Operator of any of the foregoing requirements, which payment shall be made by such Operator within fifteen (15) days from receipt of HCDA’s invoice for such amount and documentation showing that payment of such penalty or fine is such Operator’s responsibility hereunder. If any governmental license or permit shall be required for the proper and lawful conduct of an Operator’s business at the Airports, such Operator shall procure and maintain such license or permit and submit the same for inspection by HCDA, and such Operator at all times shall comply with the terms and conditions of each such license or permit.

7. SECURITY MANDATES HCDA is required to comply with the security mandates of the Department of Transportation, the FAA, the TSA, the Department of Homeland Security, and with other governmental and administrative rules and regulations relating to airports. HCDA reserves the right to require each Operator, or specified classes of Operators, to develop and maintain a corporate security plan that meets the then-current requirements of the TSA as a condition of operating at the Airport. In addition to each Operator’s obligation to comply with all Laws applicable to such Operator, any procedures determined by HCDA to be applicable to an Operator in order for HCDA to comply with the foregoing, including without limitation requirements of the Airport Security Program applicable to an Operator, will be furnished to Operator in writing, and delivered by facsimile transmission or electronic mail, confirmed by mail, to such Operator, to its address for notices set forth in its agreement with HCDA. Each Operator and its agents, employees, representatives and permitted assignees shall be responsible for full compliance with all procedures delivered by facsimile transmission or electronic mail to such Operator. Such procedures are subject to change without notice other than delivery thereof to such

Operator. Each Operator shall reimburse HCDA, within fifteen (15) days from receipt of HCDA's invoice, and documentation showing that payment of such civil penalty or fine is such Operator's responsibility under these Minimum Standards, the amount of any civil penalty or fine that may be assessed against HCDA by any governmental agency for any violation of applicable security rules or regulations which arises out of such Operator's failure to comply with all applicable Laws or the provisions of these Minimum Standards by such Operator, or its agents, employees, representatives or assignees. In such event, HCDA shall also have all of its other rights and remedies arising at law or in equity.

8. FACILITY MAINTENANCE

- a. Operators shall maintain their Assigned Area in a neat and orderly condition. Operators must provide the necessary personnel to perform continuing maintenance upon the Improvements within their Assigned Area, including related and associated appurtenances, landscaping, paved areas, installed Equipment and utility services, and grass cutting.
- b. In addition, Operators shall provide all necessary Apron cleaning services for the Assigned Area, janitorial and custodial services, trash removal services, and any and all other related services necessary to maintain the Improvements within their Assigned Area, in good condition, normal wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.
- c. All such maintenance will be at the sole expense of Operator and will be subject to general monitoring by the Director to ensure a continuing high quality of appearance and structural condition commensurate with the standards of HCDA.

9. SECURITY DEPOSIT Each Operator shall provide to HCDA, prior to commencement of operations at the Airport, with a security deposit (the "Security Deposit"), the amount and terms of which Security Deposit shall be established by the Agreement between the Operator and HCDA, which Security Deposit shall be held and applied by HCDA to guarantee the faithful performance by each Operator of all of its obligations under the Agreement between HCDA and such Operator and the payment of all fees, charges and other amounts which become due or which such Operator is required to cause to be paid under these Minimum Standards or the Agreement between HCDA and such Operator including, without limitation, amounts invoiced or required to be remitted without demand. The existence or amount of the Security Deposit shall not limit the Operator's liability or HCDA's rights in the event the Operator fails to make any required payments to HCDA or to comply with any of such Operator's other obligations.

10. PRODUCTS AND SERVICES

- a. Operators shall provide Commercial Aeronautical Activities on a reasonable, and not unjustly discriminatory, basis to all users of the Airport.
- b. Operators may provide reasonable and not unjustly discriminatory discounts, rebates, or other similar types of price reductions.

11. NON-LIABILITY OF HCDA

HCDA shall not in any event be liable for any acts or omissions of an Operator or its agents, servants, employees, or Independent Contractors, or for any condition resulting from the operations or activities of any such Operator, tenant, or concessionaire, agent, servant, employee or Independent Contractor.

HCDA shall not be liable for an Operator's failure to perform any of the obligations under these Minimum Standards or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by HCDA.

HCDA shall not be liable for any Losses suffered by an Operator arising out of the interruption or cessation of the business conducted by the Operator at an Airport for aviation, operational or safety reasons, as determined by HCDA in its sole discretion, or caused by circumstances beyond the control of HCDA.

12. ASSIGNMENT, SUBLETTING AND ENCUMBRANCES

- a. All assignments, subletting and encumbrances of Agreements between an authorized Operator and another Person (not specifically prohibited herein) must receive prior written approval of HCDA.
- b. Prior to any assignment, sub-letting or encumbrance, a request for written permission to assign, sublease or encumbering Agreement, prepared in such form and with such information as required by HCDA, must be submitted to HCDA for its review. This requirement does not apply to rental of hangar space for storage of Aircraft by a Commercial Hanger Operator. All such assignees, subleases and other parties must comply with these Minimum Standards and all Laws.

13. TAXES

Operator shall, at its sole cost and expense, pay any and all taxes, fees and charges of whatever character that may be levied on, assessed on or charged to such Operator by any governmental Person.

14. SIGNAGE

Operator shall not erect, maintain, or display any sign on the Assigned Area or elsewhere on the Airports without the prior written consent of HCDA. At a minimum, all signage must meet requirements and standards HCDA may require.

15. ENVIRONMENTAL COMPLIANCE

- a. All Operators, specifically including without limitation, Operators who dispense Fuel, store Fuel, and perform Aircraft Maintenance, shall strictly comply with all Laws concerning the handling, use and storage of Fuels, oils, solvents, chemicals, and/or other hazardous materials.
- b. Operators will not engage in, or permit on the Assigned Area, the stripping and/or painting of Aircraft or any Vehicle, except following review by and after receiving written permission from HCDA; provided, however, that use of HCDA approved paint booths for the painting of

minor Aircraft parts and assemblies required as part of an Aircraft Maintenance or repair procedure, shall be exempted from such requirement.

- c. Each Operator handling, using or storing Fuels, oils, solvents, chemicals and/or hazardous materials at the Airports shall provide a written report to the Director, updated annually, identifying all Fuels, oils, solvents, chemicals and/or hazardous materials used and/or stored at the Airports and describing the measures taken by the Operator to comply with all applicable Laws. All Operators shall be subject to inspection by or on behalf of HCDA for compliance with this standard at any time during business hours. All Operators shall be responsible for filing an annual Tier II report and will be required to provide HCDA a copy of such report if required by applicable law.
- d. All Operators using or selling Fuel, chemicals, or other products considered by federal, state, or local authorities to be pollutants or hazardous materials shall provide a Fuel and/or chemical spill plan for approval by the Director and appropriate environmental agencies prior to Operator's use/sale of such products.

16. SAFETY OF PROPERTY, OTHERS

All Aeronautical Activities at the Airport shall at all times be conducted safely, in accordance with Laws, and with due consideration of the property of HCDA and others located at or about the Airport and the safety of all Airport users and the public at large.

17. HCDA AND DIRECTOR

- a. The Airport is owned and administered by Horry County, and these Minimum Standards may only be modified by duly approved Resolution of County Council.
- b. The Director shall obtain and receive copies of all Agreements, licenses, permits, certifications, certificates of insurance, and other documents required to be provided to or filed with HCDA under these Minimum Standards. In addition, all official inquiries to HCDA regarding these Minimum Standards and/or compliance therewith should be directed to the Director. HCDA shall be responsible for enforcement of these Minimum Standards, and no approval or consent required to be given hereunder shall be valid unless given in writing by HCDA.

18. NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS

Any notice, request for approval, application, or other filing required or permitted to be given or filed with HCDA and any notice or communication required or permitted to be given or filed with any Operator or Applicant pursuant to these Minimum Standards shall be in writing, signed by the party giving such notice, and may be personally served, sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered in person, or one day after delivery to the office of such overnight courier service, or three (3) days after depositing the same in the United States Mail, postage and registration fees prepaid, properly addressed to Operator or Applicant at its principal place of business (or such other address as it may have been provided to HCDA) or, as the case may be, to HCDA at the following address:

Director of Airports

19. MINIMUM LEASED PREMISES

Except as expressly provided in these Minimum Standards, each Operator shall lease sufficient land and/or Improvements at the Airports to accommodate all activities and operations proposed by the Operator in accordance with these Minimum Standards.

20. EXCLUSIVE RIGHTS

The rights granted to any Operator to perform Aeronautical Activities at the Airports are not Exclusive Rights and HCDA reserves the right to grant similar rights and privileges to other Persons engaged in performing Aeronautical Activities at the Airports. HCDA reserves the option to exercise its Proprietary Exclusive Rights and provide any Commercial Activities at Conway-Horry Airport, Grand Strand Airport, and/or Twin City Airport that it so chooses.

21. AMENDMENTS OF STANDARDS

In adopting the standards set forth herein, HCDA expressly acknowledges that the same are subject to change by amendment or cancellation, in whole or in part, from time to time.

22. WAIVER OR MODIFICATION OF MINIMUM STANDARDS

HCDA reserves the right to authorize deviations from these Minimum Standards in the event that exceptional circumstances temporarily exist, which in the sole opinion of HCDA, necessitate such deviations so that the public may be adequately served. Such deviations may be either by way of temporarily waiving or modifying certain criteria set forth herein or by requiring temporary additions to the Minimum Standards.

23. ALTERATIONS

All alterations and Improvements, performed or constructed by an Operator at an Airport, including but not limited to offices, hangars, access roads, access taxiways, Vehicle Parking Areas and Aircraft parking areas, shall be in accordance with design and construction standards established by HCDA from time to time and in accordance with applicable Laws.

Operator shall not proceed with any construction or remodeling at the Airport without first obtaining advance written approval of plans and specifications for such work from HCDA as well as applicable Permit(s) from such authorizing governmental Persons.

SECTION FOUR - GROUND VEHICLES AND PARKING

GROUND VEHICLES

Only those Vehicles authorized by the Director may operate within the AOA of any Airport. Prior to any person operating a Vehicle in the AOA, he/she shall receive driver training from a designated HCDA staff member as required by the applicable airport certification manual.

Except for operators of itinerant Aircraft not based at the Airports permitted to operate within the Restricted Area, but not on the Movement Area, all persons operating a Vehicle within the Aircraft Movement Area, shall:

- (1) Establish and maintain two-way radio contact with the air traffic control tower during its operating hours prior to entering the Movement Area, or be escorted by a Vehicle or person with such radio contact.
- (2) Know the vehicle or company call sign.
- (3) Know the required radio frequency.
- (4) Contact the air traffic control tower during its operating hours and advise the air traffic controller of the vehicle identification sign and desired destination.
- (5) Repeat the instructions back to the air traffic controller.
- (6) Turn the Vehicle's rotating beacon on (all Vehicles must be equipped with a beacon).
- (7) Stop before the hold lines if instructed to hold short of the runway/taxiway.
- (8) Follow all instructions of the air traffic controllers.
- (9) Not stop in front of or drive into the path of a moving/taxiing aircraft.
- (10) Not cross a taxiway or runway without clearance from the air traffic control tower during its operating hours.

Failure to comply with applicable driving regulations will result in appropriate disciplinary action up to and including the suspension of driving privileges on the Airports.

Since safety is of paramount importance on the Airports, safety meetings for all personnel required to operate Vehicles on the Airports shall be conducted as needed by HCDA or the Operator's employer as appropriate to review safety rules and stress the importance of safety in operations.

Speed limits (AOA). Unless otherwise established by the Director, the following airfield speed limits shall apply:

- (a) Apron/ramp—15 mph. Exception—10 mph when within fifty (50) feet of an aircraft.
- (b) Runway/taxiways—35 mph.

Vehicles and equipment operating on the AOA shall be clearly marked with a company logo or insignia, which is clearly visible on both sides of the Vehicle.

No Vehicles shall be driven between an Aircraft and a building when passengers are deplaning or enplaning. All Vehicles will circle around the Aircraft furthest away from the passengers.

During the hours of darkness, all Vehicles operating in the AOA, including Vehicles conducting towing operations, will be lighted and/or marked with reflectors as needed so that the Vehicle is clearly visible to a normal unaided eye from the rear, front and both sides. All Vehicles operating between the hours of sunset and sunrise shall have both headlights and taillights operational and turned on while operating on the Airports.

No baggage or loose items will be placed on top of a moving Vehicle any time it is in motion.

The operators of all Vehicles will follow the painted traffic roads/lanes at all times when conducting operations on any ramp. Vehicles will pass to the right of each other when approaching from opposite directions.

All Aircraft support Vehicles and equipment not actively engaged in Aircraft operations will be stored/parked in areas designated by HCDA.

PARKING

(a) *General parking.*

- (1) No person shall park any Vehicle or equipment on Airport property in any area not specifically designated by HCDA for such parking nor in any manner not prescribed or approved by the Director.
- (2) The Director may designate appropriate areas within the Airports as parking areas, and any such designated area shall be appropriately marked to provide notice to the general public. Parking shall not be permitted within any other area.
- (3) Vehicles shall be parked so as not to occupy more than one (1) marked space.
- (4) No Vehicle shall be operated or parked on Airport property unless all state and local licensing and insurance requirements are met.

- (b) *Restricted Area parking.* No Vehicles are permitted within the Restricted Area without written authorization from the Director. Such authorization shall be in the form of a permit, the form of which and fee for issuance shall be determined by the Director. All Vehicles parked in any Restricted Area shall prominently display the permit in a clearly visible manner, and any Vehicle parked in violation shall be subject to the enforcement or penalties contained herein.

(c) *Enforcement/penalties.*

- (1) Person or persons found in violation of these Minimum Standards pertaining to parking shall be subject to the issuance of a traffic citation and/or towing by the police, airport security patrol or a duly appointed representative of the Department of Airports as designated by the Director.
- (2) Any person guilty of parking in violation of these rules and regulations shall be subject to a fine of not less than ten dollars (\$10.00) and/or an amount as established by the County from time to time for various parking violations.

(d) *Employee parking.* While on duty, airport tenants and employees shall park their private Vehicles only in the employee parking lots or in those areas designated by the Director. Vehicles parked in violation of the employee parking rules/regulations are subject to ticketing and/or towing. If parking tickets issued to employees who have violated these Minimum Standards are not paid by the date indicated on the ticket, the employee's parking permit will be revoked. All employee Vehicles parked in any employee parking lot must clearly display a proper parking permit as issued by the Department of Airports. There will be a fifteen dollar (\$15.00) replacement charge for all lost permits. Employers of terminated/resigned employees are responsible for returning any parking permits issued to such individuals.

(e) *Special parking.*

- (1) All service Vehicles, including utility company trucks, government-owned vehicles, delivery trucks, fuel trucks, etc., shall park in specially reserved and marked areas as may be designated by the Director.
- (2) During hours of darkness, any stalled Vehicle on a roadway or the AOA must have parking lights or emergency flashers turned on.

(f) *Reserved parking.* No person shall park a Vehicle in reserved areas other than the intended user of those spaces. Unauthorized users of reserved spaces are subject to ticketing and/or towing.

(g) *Abandoned Vehicles.* The Director shall have the authority to have towed or otherwise removed any Vehicle that is parked in violation of these policies/regulations or abandoned on Airport property whenever it is determined by the Director that such Vehicle constitutes a public nuisance or safety hazard or is causing disruption of normal vehicular movement/parking patterns on the Airport. Towing of Vehicles in violation of these Minimum Standards shall be done on a rotational basis by companies who apply to and are approved by the Director to provide such services. A list of all such approved companies shall be maintained at the Airport.

(h) *Repair of Vehicles.* No person shall clean or make any repairs to Vehicles anywhere on Airport property (other than in areas designated for such purposes), except for minor repairs necessary to remove a disabled Vehicle from the Airport. Vehicle repair, restoration or storage will not be allowed in any hangar or facility that is designated for aviation purposes.

SECTION FIVE - FIXED BASE OPERATOR

As of the Effective Date, HCDA has exercised its Proprietary Exclusive Right under applicable Laws to serve as the Fixed Base Operator at each of the Airports, including the Exclusive Right to provide Fueling Operations. If HCDA determines after the Effective Date that an Operator will provide FBO services, HCDA shall develop and promulgate minimum standards for FBO services. No Person may undertake Fueling Operations as a Commercial Aeronautical Activity at the Airports without the express authorization of the Council and written permission from HCDA.

SECTION SIX - SPECIALIZED AVIATION SERVICE OPERATORS

Each Operator shall also comply with the requirements of Sections 3 and 4 of these Minimum Standards, as well as each of the requirements set forth below applicable to the Aeronautical Activity or Activities being performed by such Operator. Aircraft maintenance activities shall only be performed in hangars or outside in maintenance areas approved by the Director and in accordance with all Laws. Any Person seeking to serve as an Operator at the Airports shall have demonstrated to HCDA's satisfaction their business capability as provided in Section 9, below, and entered into an Agreement with HCDA.

Any Operator that engages in two or more of the Aeronautical Services described in this Article 6 (an "Operator of Multiple Services") shall lease from the HCDA or sublease from another tenant, subject to the approval of the HCDA, an area that the Director determines is sufficient to provide the required services, but not to exceed a total area equal to the sum of the minimum land area required for each of the individual Aeronautical Activities the Operator is performing. In addition, if required by the Minimum Standards, an Operator of Multiple Services shall lease from the HCDA or sublease from another tenant, subject to the approval of the HCDA, or construct on such leased or subleased premises hangar facilities and Aircraft parking Apron that the Director determines are sufficient to provide the required services, but not to exceed a total square footage equal to the sum of the minimum hangar size and apron areas required for each of the individual Aeronautical Activities the Operator is performing. The Operator must maintain the longest hours of operation required for any of the Aeronautical Activities the Operator is performing. An Operator of Multiple Services shall meet all other Minimum Standards applicable to each of Aeronautical Activities the Operator is performing; provided, however, that multiple responsibilities may be assigned to personnel to meet the staffing requirements for each of the Aeronautical Activities being performed.

HCDA provides a common, non-exclusive Vehicle Parking Area at CRE for use by all Operators and their customers. Nevertheless, no Operator may permit more than two of its Vehicles or those of its employees to use such area at any time. Operators whose customer use regularly exceeds ten (10) spaces in such area may be required to lease additional space at CRE for use as a Vehicle Parking Area.

A. AIRFRAME AND POWER PLANT REPAIR AND MAINTENANCE OPERATOR

DEFINITION:

An Aircraft Airframe and Power Plant Repair and Maintenance Operator is a Person engaged in the business of providing airframe and power plant repair and maintenance services, and includes the sale of Aircraft parts and accessories.

In addition to the General Requirements set forth in Section 3 hereof, each Aircraft Airframe and Power Plant Repair and Maintenance Operator at an Airport shall comply with the following minimum standards.

1. Scope of Activity

An Operator shall conduct airframe and power plant repair and maintenance services and Activities on and from the Assigned Area in a first class manner which shall be consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services from similar facilities in like markets.

2. ASSIGNED AREA

- a. Such Operator, as authorized by an Agreement with HCDA, shall meet the following Assigned Area requirements:
 - i. Lease sufficient ground area at any Airport as determined by the Director upon which all required Improvements, Vehicle Parking Area, roadway access, and landscaping will be located.
 - ii. At least one hangar large enough to accommodate the largest Aircraft maintained.
 - iii. Sufficient office, lounge and shop with adequate space for customer lounge, administration, shops, and restrooms, all of which shall be property heated and lighted.
 - iv. Sufficient paved Vehicle Parking Area to accommodate all customers and employees on a daily basis, except that at CRE, an Operator shall be allowed two non-exclusive employee parking spaces in the common parking area, and customers shall use the common parking area or on-street parking.
- b. Notwithstanding the foregoing to the contrary, an Operator engaging in more than one Aeronautical Activity shall meet the following Assigned Area requirements:
 - i. At least one (1) hangar on Operator's Assigned Area for Maintenance.
 - ii. Adequate office and shop space dedicated to the administration and provision of airframe and power plant repair and maintenance Activities.

3. LICENSES AND CERTIFICATIONS

Operator's personnel shall provide only those Maintenance and inspection services permitted by his or her FAA Certification. Personnel must be current and properly certificated by the FAA with ratings appropriate for the work being performed, with at least one (1) person in its employ having current FAA Inspection Authority (IA) rating. Operator will submit a copy of FAA issued licenses and certificates of all personnel to the Director.

4. PERSONNEL

- a. Operator shall provide a sufficient number of personnel (at a minimum, one (1) FAA licensed airframe and power plant mechanic) to adequately and safely carry out airframe and power plant repair and maintenance services in a courteous, prompt, and efficient manner and meet the reasonable demands of the public.
- b. Operator shall employ sufficient repair personnel who are current and properly certified by the FAA with ratings appropriate for the work being performed and who hold airframe, power plant, and/or Aircraft inspector ratings.

5. EQUIPMENT

Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.

6. HOURS OF OPERATION

Operator shall be open and services shall be available to meet reasonable demands of the public (for this category of service) at least during Normal Business Hours and available after Normal Business Hours, on-call, with a reasonable response time.

7. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

B. AVIONICS, INSTRUMENT OR PROPELLER REPAIR OPERATOR

DEFINITION

An Avionics and/or Instrument Repair Operator is a Person engaged in the business of repairing Aircraft radios, electrical systems, propellers, instruments and/or accessories. This category includes the sale and installation of new or used Aircraft radios, propellers, instruments, and/or accessories.

In addition to the General Requirements set forth in Section 3 hereof, each Avionics, Instrument, and/or Propeller Repair Operator at the Airport shall comply with the following minimum standards.

1. SCOPE OF ACTIVITY

Such Operator shall conduct its avionics, instrument and/or propeller repair services on and from the Assigned Area in a first class manner which shall be consistent with the degree of care and skill exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets.

2. ASSIGNED AREA

- a. Such an Operator, as authorized by Agreement with HCDA, shall meet the following Assigned Area requirements:
 - i. Lease sufficient ground area at any Airport as determined by the Director upon which all required Improvements for facilities, Vehicle parking, roadway access and landscaping will be located.
 - ii. At least one hangar on Operator's leasehold adequately sized for Aircraft Maintenance.
 - iii. Sufficient office, lounge and shop with adequate space for customer lounge, administration, shops, and restrooms, which shall be properly heated and lighted.
 - iv. Sufficient paved Vehicle Parking Area to accommodate all customers and employees on a daily basis, except that at CRE, an Operator shall be allowed two non-exclusive employee parking spaces in the common parking area, and customers shall use the common parking area or on-street parking.
- b. Notwithstanding the foregoing to the contrary, an Operator engaging in more than one Activity shall meet the following Assigned Areas requirements:
 - i. At least one hangar on Operator's Assigned Area for Aircraft Maintenance.
 - ii. Adequate office and shop space dedicated to the administration and provision of avionics, instrument, or propeller repair.

3. LICENSES AND CERTIFICATIONS

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. In the case of avionics repair, the ratings shall, at a minimum, be for Class 1 and Class 2 repairs. An Operator providing Avionics, Instrument or Propeller Repair Services shall obtain and maintain, at a minimum, the Repair Station Certificates as described in FAR Part 145 as then in effect which are applicable to the Aeronautical Activities to be provided by such Operator and appropriate certification from the Federal Communications Commission ("FCC"). At a minimum, the Operator shall furnish the services described in the following sections of FAR Part 145:

Radio Repair

145.59(d)(1) Communications Equipment

145.59(d)(2) Navigational Equipment

145.59(d)(3) Radar Equipment

Instrument

145.59(e)(1) Mechanical

145.59(e)(2) Electrical

145.59(e)(3) Gyroscopic

145.59(e)(4) Electronic

Accessories

145.59(f)(1) Mechanical

145.59(f)(2) Electrical

145.59(f)(3) Electronic

Any additional repair station services offered by Operator other than those listed above shall be performed in strict compliance with the applicable provisions of FAR Part 145 and all Laws.

4. PERSONNEL

- a. Operator shall provide a sufficient number of personnel to adequately and safely carry out avionics, instrument, or propeller repair services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- b. Operator shall employ a sufficient number of personnel with Aircraft radio, electrical systems, instruments, and propeller repair ratings, appropriate to the category of work being performed.

5. EQUIPMENT

Operator shall provide sufficient Equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair Operator.

6. HOURS OF OPERATION

Operator shall be open and services shall be available to meet the reasonable demands of the public (for this category of service) at least during Normal Business Hours, and available after Normal Business Hours, on-call, with a response time not to exceed six (6) hours.

7. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

C. AIRCRAFT SALES OPERATOR

DEFINITION

An Aircraft Sales Operator is a Person engaged in the sale of new or used Aircraft at the Airport.

In addition to the General Requirements set forth in Section 3 hereof, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards.

1. SCOPE OF ACTIVITY

Each Aircraft Sale Operator shall conduct its Aircraft Sales services and Activities on and from the Assigned Area in a first class manner which shall be consistent with the degree of care and skill exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets.

2. ASSIGNED AREA

- a. An Aircraft Sale Operator, as authorized by Agreement with HCDA, shall meet the following Assigned Area requirements:
 - i. Lease sufficient ground area at an Airport as determined by the Director upon which all required Improvements for facilities, Vehicle parking, roadway access, and landscaping will be located.
 - ii. Unless operating solely as an Aircraft broker, sufficient hangar or Apron space to accommodate Aircraft held for sale, and space for office, lounge, administration, and restrooms, which shall be properly heated and lighted, and all necessary storage facilities.
 - iii. Sufficient paved Vehicle Parking Area to accommodate all customers and employees on a daily basis, except that at CRE, an Operator shall be allowed two non-exclusive employee parking spaces in the common parking area, and customers shall use the common parking area or on-street parking.
- b. Notwithstanding the foregoing to the contrary, an Operator engaging in more than one activity shall meet the following Assigned Area requirements:
 - i. Operator shall provide adequate office space dedicated to the administration and provision of Aircraft sales Activities.

3. DEALERSHIP

An Operator which is an authorized factory sales franchise, dealer, or distributor shall have available or on call at least one current model demonstrator of Aircraft in each of its authorized product lines.

4. LICENSES AND CERTIFICATIONS

Operator shall employ, or have available on call, a sufficient number of pilots with instrument and instructor ratings who shall be current in all models to be demonstrated.

5. PERSONNEL

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

6. EQUIPMENT

An Operator providing Aircraft Sales Services shall have access to an adequate supply of parts and servicing facilities to provide maintenance service as necessary to meet any guaranty or warranty for the type(s) of Aircraft for which sales privileges are granted at the Airport. The Operator shall provide necessary and satisfactory arrangements for the duration of any sales guarantee or warranty period. Such necessary servicing facilities may be provided through a written agreement with another Operator at the Airport.

7. HOURS OF OPERATION

Operator shall be open and service shall be available to meet the reasonable demands of the public (for this category of service) at least during Normal Business Hours.

8. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

D. AIRCRAFT RENTAL

DEFINITION

Aircraft Rental Operator is a Person engaged in the rental of Aircraft to the public at an Airport.

In addition to the General Requirements set forth in Section 3 hereof, each Aircraft Rental Operator at the Airports shall comply with the following Minimum Standards.

1. SCOPE OF ACTIVITY

Operator shall conduct its Aircraft rental services and activities on and from the Assigned Area in conformance with 14 CFR Part 135 and in a first class manner which shall be consistent with the degree of care and skill exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets.

2. ASSIGNED AREA

- a. An Aircraft Rental Operator, as authorized by Agreement with HCDA, shall meet the following Assigned Area requirements:
 - i. Lease sufficient ground area at an Airport as determined by the Director upon which all required Improvements for facilities, Vehicle parking, roadway access and landscaping will be located, including adequate Apron.
 - ii. Sufficient office and lounge with adequate space for office, flight planning, pilot supply sales, customer lounge, administration, and restrooms, which shall be properly lighted and heated. A telephone and computer shall be supplied for flight plans, weather briefings or other flight related uses.
 - iii. Sufficient Aircraft parking for Rental Aircraft based at the Airport.
 - iv. Sufficient paved Vehicle Parking Areas to accommodate all customers and employees on a daily basis, except that at CRE, an Operator shall be allowed two non-exclusive employee parking spaces in the common parking area, and customers shall use the common parking area or on-street parking.
- b. Notwithstanding the foregoing to the contrary, an Operator engaging in more than one Aeronautical Activity shall meet the following Assigned Area requirements:
 - i. Adequate office space dedicated to the administration and provision of Aircraft Rental Activities.

3. LICENSES AND CERTIFICATIONS

Operator shall have in its employ at least one person having current FAA certified flight instructor ratings and who is current in all Aircraft models offered for rental.

4. PERSONNEL

Operator shall provide a sufficient number of personnel (at a minimum of one (1) in addition to above flight instructor) to adequately and safely carry out Aircraft Rental Services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

5. EQUIPMENT

Operator shall have available at the Airport for rental, either owned by or under written lease to Operator and under the exclusive control of Operator, at least two (2) certified and currently airworthy Aircraft, at least one of which must be equipped for and capable of flight under instrument conditions.

6. HOURS OF OPERATION

Operator shall be open and services shall be available to meet the reasonable demand of the public (for this category of service) during Normal Business Hours and, available after Normal Business Hours, on-call, with a response time of not less than six (6) hours.

7. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

E. HELICOPTER TOUR AND CHARTER OPERATIONS

DEFINITION

A Commercial Helicopter Tour Operator engages in the transportation of persons for leisure, charter, sight-seeing, instruction and rental of helicopters. Prior to commencing Helicopter Tour Operations, HCDA and FAA will determine if this activity will present, or create, a safety hazard to the normal operations of Aircraft arriving or departing the Airport. An FAA airspace study may be necessary to determine the efficiency and utility of the Airport for such operations. If a study is required, the Applicant seeking permission to operate Commercial Helicopter Tours will pay all study costs by the Applicant, HCDA or FAA.

1. SCOPE OF ACTIVITY

- a. Required Equipment. No helicopter may land or take-off from the Airport unless it is equipped with a two-way radio functioning on a frequency to maintain communication with the control tower.
- b. Compliance with Tower Instructions. Helicopter Aircraft arriving and departing the Airport shall operate under the direction of the air traffic control tower (ATCT) at all times while in the Class D Airspace.
- c. Tie-down of Rotor Blades. Helicopters shall have rotor-braking devices and/or rotor mooring tie-downs applied to the rotor blades when parked.
- d. Taxiing and Towing Restrictions. Helicopters shall not be taxied, towed or otherwise moved with rotors turning unless there is a clear area of at least twenty-five (25) feet in all directions to and from the outer tips of the rotor.
- e. Operator Requirement. No helicopter shall be left running unless a certificated helicopter pilot or a FAA certificated mechanic is at the controls.
- f. Helicopters may not operate in close proximity to light Aircraft parked on the Apron.
- g. During landings and takeoffs, helicopters shall not pass over any Airport buildings, structures, or adjacent Vehicle Parking Areas.

2. ASSIGNED AREA

- a. The Operations area for Helicopters will be defined at the discretion of the Director of Airports.
- b. Lease sufficient ground area at an Airport as determined by the Director upon which all required Improvements for facilities, Vehicle parking, roadway access and landscaping will be located, which shall be properly heated and lighted.
- c. Operator shall develop adequate facilities to accommodate dedicated space for the administration and provision of the Helicopter Tour and Charter operations.

- d. Sufficient space for customer lounge, flight planning, administration and restrooms.
- e. Sufficient Aircraft parking area for all leased or owned Aircraft based at the Airport.
- f. Sufficient paved Vehicle Parking Area to accommodate all customers and employees on a daily basis, except that at CRE, an Operator shall be allowed two non-exclusive employee parking spaces in the common parking area, and customers shall use the common parking area or on-street parking.

3. LICENSES AND CERTIFICATIONS

Operator shall have and provide copies to the Director of all appropriate FAA and U.S. Department of Transportation certifications and approvals, including a FAA issued Operating Certificate.

4. PERSONNEL

Operator shall provide not less than one (1) currently FAA certificated commercial helicopter pilot with ratings adequate to fly the Aircraft owned or leased by the Operator and a sufficient number of personnel to adequately and safely carry out Commercial Helicopter Tour services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

5. EQUIPMENT

Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, not less than one (1) certified and continuously airworthy helicopter Aircraft.

6. HOURS OF OPERATIONS

Operator shall be open and services shall be provided to meet the reasonable demands of the public (for this category of service) at least during Normal Business Hours. After hours, on-call response time to provide Commercial Helicopter Tour service shall not exceed four (4) hours.

7. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

F. FLIGHT TRAINING OPERATOR

DEFINITION

A Flight Training Operator is a Person engaged in instructing pilots in dual and solo flight in fixed or rotary wing Aircraft operations and providing such related ground school instruction as is necessary to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved. The minimum standards will not apply to casual or isolated flight instruction transactions such as an owner/pilot receiving occasional flight instruction, provided the aircraft owner can show proof of adequate insurance for flight instruction.

In addition to the General Requirements set forth in Section 3 hereof, each Flight Training Operator at the Airport shall comply with the following Minimum Standards:

1. SCOPE OF ACTIVITY

Each Flight Training Operator shall conduct its flight training services and Activities on and from the Assigned Area in a first class manner which shall be consistent with the degree of care and skill exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets. The Operator shall meet the continuing requirements for certification as a flying school mandated by the FAA and all Laws, and such training shall be conducted in a manner that meets all requirements of FAR Parts 61 or 141 and other applicable Laws, relating to primary flying schools. If additional or more advanced training is offered by the Operator, such advanced training shall also conform to the requirements of FAR Parts 61 or 141.

2. ASSIGNED AREA

- a. Each Flight Training Operator, as authorized by Agreement with HCDA, shall meet the following Assigned Area requirements:
 - i. Lease sufficient ground area at an Airport as determined by the Director upon which all required Improvements for facilities, Vehicle parking, roadway access and landscaping will be located.
 - ii. Sufficient space for customer lounge, flight planning, pilot supply sales, administration, classrooms and restrooms, which shall be properly heated and lighted. A telephone and computer shall be supplied for flight plans, weather briefings or other flight related uses.
 - iii. Sufficient paved Aircraft parking for owned or leased Aircraft based at the Airport.
 - iv. Sufficient paved Vehicle Parking Area to accommodate all customers and employees on a daily basis, except that at CRE, an Operator shall be allowed two non-exclusive employee parking spaces in the common parking area, and customers shall use the common parking area or on-street parking.
- b. Notwithstanding the foregoing to the contrary, a Flight Training Operator engaging in more than one Activity shall meet the following Assigned Area requirements:
 - i. Adequate office space dedicated to the administration and provision of flight training Activities.

3. LICENSES AND CERTIFICATIONS

Operator shall have in its employ at least one flight instructor who is properly certified by the FAA to provide all types of training offered. Operator's flight training shall be certified by the FAA under FAR Part 61 or FAR Part 141. Operator shall furnish the Director with a copy of all such certification.

4. PERSONNEL

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

5. EQUIPMENT

Operator shall have available for use in flight training, either owned by or under written lease to Operator and under the exclusive control of Operator, no less than one (1) properly certified and currently airworthy Aircraft, which must be equipped for and capable of flight under any existing flight conditions when flight training activities are being performed and equipped for dual operation.

Training Equipment shall include, at a minimum, adequate mock-ups, pictures, DVDs, slides, film strips, movies, video tapes, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the training offered.

6. HOURS OF OPERATION

Operator shall be open and services shall be available to meet the reasonable demands of the public (for this category of service) during Normal Business Hours.

7. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

G. AIRCRAFT CHARTER / AIR TAXI / AIR AMBULANCE OPERATOR

DEFINITION

An Aircraft Charter, Air Taxi or Air Ambulance Operator is a Person engaged in the business of providing air transportation (for persons or property) from the Airport to the general public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the 14 CFR Part 135.

In addition to the General Requirements set forth in Section 3 hereof, each Aircraft Charter, Air Taxi and/or Air Ambulance Operator at the Airport shall comply with the following minimum standards.

1. SCOPE OF ACTIVITY

Operator shall conduct its Aircraft charter, air taxi, or air ambulance services and Activities on and from the Assigned Area in a first class manner which shall be consistent with the degree of care and skill exercised by experienced operators providing comparable products, services and Activities from similar facilities in like markets. An Operator providing Aircraft Charter Services shall provide Aircraft charter services as defined in and in accordance with FAR Part 135. An Operator providing Air Taxi Services shall provide on demand services as defined in and in accordance with FAR Part 135.

2. ASSIGNED AREA

- a. Each such Operator engaging in Aeronautical Activities, as authorized by Agreement with HCDA, shall meet the following Assigned Area requirements:
 - i. Lease sufficient ground area at an Airport as determined by the Director upon which all required Improvements for facilities, Aircraft parking, Vehicle parking, roadway access and landscaping will be located.
 - ii. Operator shall provide sufficient office and lounge with adequate space for customer lounge, flight planning, administration, and restrooms, which shall be properly heated and lighted. A telephone and computer shall be supplied for flight plans, weather briefings and other flight related uses.
 - iii. Sufficient paved Vehicle Parking Area to accommodate all customers and employees on a daily basis, except that at CRE, an Operator shall be allowed two non-exclusive employee parking spaces in the common parking area, and customers shall use the common parking area or on-street parking.
- b. Notwithstanding the foregoing to the contrary, such an Operator engaging in more than one Activity shall meet to the following Assigned Area requirements:
 - i. Operator shall provide adequate office space dedicated to the administration and provision of Aircraft charter, air taxi, or air ambulance Activities.

3. LICENSES AND CERTIFICATIONS

Operator shall have and provide copies to the Director of all appropriate FAA and U.S. Department of Transportation 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 the FAA issued Operating Certificate.

4. PERSONNEL

- a. Operator shall provide not less than one (1) currently FAA certificated commercial pilot with ratings adequate to fly the Aircraft owned or leased by the Operator and a sufficient number of personnel to adequately and safely carry out Aircraft charter, air taxi, or air ambulance services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- b. Operator shall have in its employ a sufficient number of qualified Commercial and/or Airline Transport rated pilots.

5. EQUIPMENT

Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, not less than one (1) certified and continuously airworthy Aircraft with at least one multi-engine, all weather Aircraft.

6. HOURS OF OPERATION

Operator shall be open and services shall be provided to meet the reasonable demands of the public (for this category of service) during Normal Business Hours. After hours, on-call response time to provide Aircraft Charter/Air Taxi and/or Air Ambulance service shall not exceed four (4) hours.

7. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

H. SKYDIVING OPERATOR

DEFINITION

A Commercial Skydiving Operator engages in the transportation of persons for Skydiving, instruction in Skydiving, and rental and sales of Skydiving Equipment. Commercial Skydiving is not permitted at the Airports except in a Drop Zone approved by the FAA and the Director, and in strict compliance with these Minimum Standards and Laws, including without limitation 14 CFR Part 105 and a Letter of Agreement among the Operator, HCDA and the applicable air traffic control tower or towers. The FAA and HCDA must determine that Skydiving will not present, or create, a safety hazard to the normal operations of Aircraft arriving or departing the Airport before a Drop Zone will be approved for use at an Airport.

Any Operator engaged in a Skydiving operation shall meet, at a minimum, the following standards.

1. SCOPE OF ACTIVITY

- a. Commercial Skydiving Operator shall use the Assigned Area solely to store and maintain Aircraft and Skydiving Equipment, to instruct persons in Skydiving, and maintain offices.
- b. The Commercial Skydiving Operator shall meet or exceed the requirements of FAR Part 105 and related FAA Advisory Circulars, as the same may be amended from time to time, and any other applicable Laws. No Skydiving operations shall be conducted at or from the Airports if that operation creates a hazard to air traffic or to persons or property on the surface.
- c. A Commercial Skydiving Operator shall provide a Vehicle Parking Area for customers and employees of the Operator with a capacity and location to be approved by HCDA, and such area shall be included in such Operator's Assigned Area or otherwise available for use at all times during Commercial Skydiving operations, except that, at CRE, an Operator shall be allowed two non-exclusive parking spaces in the common parking area, and customers shall use the common parking area or on-street parking.
- d. Prior to commencing operations, the Commercial Skydiving Operator shall enter into a Letter of Agreement ("LOA") with the Airport Air Traffic Control Tower, if any, HCDA and any other affected agency for the purpose of supplementing FAR Part 105 by further defining procedures for Skydiving Activities at the Airport. Such LOA, as it may be amended or superseded, shall remain in effect throughout the duration of the Commercial Skydiving Operator's operations at the Airport, and the Operator shall at all times comply with such LOA.
- e. Safety and Efficiency Study:
 - i. If deemed necessary or desirable by FAA or HCDA, HCDA may undertake a safety and efficiency study to determine whether the Airport can safely accommodate proposed or existing Skydiving operations without adversely affecting the efficient operation of the Airport. In the event that HCDA uses a consultant for the purpose of assisting in this analysis, the Applicant proposing to establish the Skydiving Operations shall pay for the cost of the consultant to HCDA, and shall deposit the anticipated cost thereof with HCDA.
 - ii. Prior to HCDA undertaking such study, HCDA shall seek input from the FAA, and request its own analysis, before making any decision on establishment of a new Skydiving operation.

- f. Each Commercial Skydiving Operator shall maintain a manifest of each skydiver that such Operator transports for Skydiving purposes at an Airport. Such manifest shall include the name and address of each Skydiver, and the U.S. Parachute Association license, if any, held by such Skydiver. The Commercial Skydiving Operator shall maintain such manifests at its place of operation at the Airport for no less than three (3) years and shall permit HCDA to inspect such manifests on reasonable advance notice.
- g. Commercial Skydiving Operators operating at an Airport shall monitor wind and other weather conditions as well as air traffic conditions and ensure that, given the level of skill or licensure of the Persons seeking to Skydive, all Skydivers will be able to land safely within the designated Landing Zone.
- h. Commercial Skydiving Operators shall maintain radio contact with the air traffic control tower during its operating hours at all times. Skydivers shall not enter or cross any runway, taxiway or enter an active portion of the Movement Area without approval of the air traffic control tower during its operating hours, and the Commercial Skydiving Operator shall ensure that all Skydivers, including its customers and staff, are adequately instructed so that they will not cross a taxiway or runway, except that, in the event of an inadvertent landing on a taxiway or runway, a Skydiver shall vacate the taxiway or runway as soon as he or she may safely do so under existing conditions.
- i. HCDA, acting through the Director, reserves the right to impose such additional reasonable restrictions or conditions on Commercial Skydiving operations from time to time as the Director, in his or her discretion, may deem to be necessary in order to ensure the safe and efficient operation of the Airport and protection of persons from harm, and each Commercial Skydiving Operator shall comply fully and promptly with all such restrictions and conditions.

2. ASSIGNED AREA

- a. The Drop Zone will be defined by the Director of Airports in consultation with the FAA.
- b. Each Commercial Skydiving Operator shall develop and maintain adequate facilities to accommodate dedicated space for the administration and provision of the Skydiving operations.
- c. Each Commercial Skydiving Operator shall lease sufficient ground area at an Airport as determined by the Director upon which all required Improvements for facilities, Vehicle parking, roadway access and landscaping will be located.
- d. Operator shall provide sufficient office, storage, parachute packing, customer lounge and restrooms, which shall be properly heated and lighted.
- e. Operator shall lease sufficient Apron space on which to store its based Aircraft and stage its Skydiving Activities.

3. LICENSES AND CERTIFICATION

Operator shall have and provide copies to the Director of all appropriate FAA and U.S. Department of Transportation certifications and approvals required to operate a Commercial Skydiving Activity.

4. PERSONNEL

- a. Operator shall provide not less than one (1) currently FAA certificated commercial pilot with ratings adequate to fly the Aircraft owned or leased by the Operator and a sufficient number of personnel to adequately and safely carry out Commercial Skydiving services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services. The pilot in command of all Aircraft used for Skydiving operators must be appropriately certificated by the FAA and be appropriately rated for the Aircraft being operated.
- b. The Commercial Skydiving Operator shall have on duty an adequately qualified manifestor and safety officer at all times while Skydiving operations are taking place who shall communicate with all Skydiving Aircraft operating at the Airport.

5. EQUIPMENT

Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, not less than one Aircraft properly configured and certificated for Skydiving activities.

6. HOURS OF OPERATION

Operator shall be open and services shall be provided to meet the reasonable demands of the public (for this category of service) at least during Normal Business Hours. For any operations after daylight hours, the Commercial Skydiving Operator shall provide not less than 24 hours advance written notice to the FAA, the air traffic control tower at the Airport, and HCDA, and all such operations shall be in strict compliance with all applicable Laws, including without limitation, 14 CFR Part 105, applicable FAA Advisory Circulars, and the applicable LOA.

7. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

I. COMMERCIAL HANGAR OPERATOR

DEFINITION

A Commercial Hangar Operator is a Person which develops, constructs, owns, leases or operates one or more hangar structure(s) for the sole purpose of leasing or subleasing to the general public Aircraft storage facilities for the intent of gaining profit whether or not profit is realized.

In addition to the General Requirements set forth in Section 3 hereof, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards.

1. SCOPE OF ACTIVITY

- a. Such Operator shall use the Assigned Area solely to develop and maintain hangars and facilities related to storing and maintaining Aircraft.
- b. No commercial activity of any kind (including Commercial Aeronautical Activities identified in these Minimum Standards) other than the sublease of hangar space shall be permitted on or from Assigned Area.
- c. Operator shall not be permitted to dispense, sell, or otherwise distribute Fuels, propellants, or lubricants to any Person.
- d. Operator shall not be permitted to Sublease land, hangar, office, or shop space to any Person for any purpose other than the storage the storage of Aircraft.

2. ASSIGNED AREA

- a. A minimum land area of 21,780 square feet (0.5 acres) upon which all required Improvements for facilities, Vehicle parking, roadway access, and landscaping will be located.
- b. In addition, development shall include roadway(s) sufficient to provide reasonable access for both private and HCDA service Vehicles, sufficient parking facilities to accommodate all Vehicles utilizing the facility on a daily basis, except that at CRE, an Operator shall be allowed two non-exclusive employee parking spaces in the common parking area, and customers shall use the common parking area or street parking, and landscaping in conformance with HCDA's development guidelines, as may be promulgated and changed from time to time.

3. HANGER STRUCTURES

The development of commercial hangar(s) shall be limited to the following types of hangar structures:

- a. T-hangars - a single structure of not less than 5,000 square feet sub-divided and configured to accommodate individual bays for the storage of private Aircraft, such bays shall be contiguous areas with common walls.
- b. A common storage hangar structure of not less than 5,000 square feet that is completely enclosed.

4. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

J. NON-COMMERCIAL HANGAR OPERATOR

DEFINITION

A Non-Commercial Hangar Operator is a Person which develops and constructs a hangar structure(s) for the sole purpose of storing an Aircraft which is either owned or leased (and under the full and exclusive control of such Operator) for non-commercial, private (not for hire), personal and/or recreational purposes only.

In addition to the General Requirements set forth in Section 3 hereof, each Non-Commercial Hangar Operator at the Airport shall comply with the following minimum standards.

1. SCOPE OF ACTIVITY

- a. Such Operator shall use the Assigned Area solely to store and maintain Aircraft owned or leased (and under the full and exclusive control of such Operator) and utilized by Operator for non-commercial purposes.
- b. No commercial activity of any kind (including Commercial Aeronautical Activities identified in these Minimum Standards) shall be permitted on or provided from Assigned Area.
- c. Such Operator shall not be permitted to dispense, sell, or otherwise distribute Fuels, propellants, or lubricants to any Person. In the event Operator desires to Self-Fuel, Operator shall be required to arrange for storage of Fuel either with an approved HCDA facility, with an approved FBO, or at an off-Airport site. Any Operator wishing to Self-Fuel must receive prior written consent of HCDA prior to initiation of such practice and must adhere to all applicable Laws.
- d. Operator shall not be permitted to sublease land, hangar, office, or shop space to any Person for any purpose.

2. ASSIGNED AREA

- a. A minimum land area of sufficient size to house hangar facilities and upon which all required Improvements for facilities, Vehicle parking, roadway access, and landscaping will be located.
- b. In addition, development shall include roadway(s) which is sufficient to provide reasonable access for both private and HCDA service Vehicles, sufficient parking facilities to accommodate all Vehicles utilizing the facility on a daily basis, except that at CRE, an Operator shall be allowed two non-exclusive parking spaces in the common parking area, and customers shall use the common parking area or on-street parking and landscaping in conformance with the HCDA's development guidelines, as they may be promulgated and changed from time to time.

3. HANGER STRUCTURES

The development of non-commercial hangar(s) shall be limited to the following types of hangar structures:

- a. T-hangars - a single structure of not less than 5,000 square feet, sub-divided and configured to accommodate individual bays for the storage of private Aircraft, such bays shall be contiguous areas with common walls.
- b. A common storage hangar structure of not less than 2,500 square feet that is completely enclosed.

4. OWNERSHIP GUIDELINES

Hangar development may be accomplished through either individual ownership or Association ownership. Associations must adhere to the following stipulations:

- a. Association membership will be contingent upon ownership of a proportionate share of the non-commercial hangar facility which shall consist of not less than one individual T-hangar (of at least 900 total square feet), or an equal portion of the "common" hangar area which is consistent with the total number of members (such area to be not less than 900 total square feet).
- b. The entire membership of the Association must be declared to HCDA at the time the application for development and operation is submitted. Thereafter, the Association and/or each member of the Association shall be required to demonstrate ownership (as required herein) as requested by the Director from time to time. Association shall appoint one individual to represent it in its dealings with HCDA. The hangar facilities developed and utilized by the Association will be exclusively for storage of Aircraft owned by the member(s) of the Association.
- c. The Association may not utilize nor cause the leasehold to be utilized for speculative development of either the leasehold or the facilities located thereupon.

5. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

K. OTHER SPECIALIZED AVIATION SERVICE OPERATORS (“SASO”)

DEFINITION

A Specialized Aviation Service Operator other than described above (“SASO”) is a Commercial Aeronautical Operator that provides Aeronautical Activities not described elsewhere in these Minimum Standards.

Limited Aircraft Services and Support is defined as limited Aircraft, engine, or accessory repair and maintenance (for example, washing, cleaning, painting, propeller services, or upholstery), Aircraft detailing to include cleaning, and/or paint touch-up or other miscellaneous Activities directly related to Aircraft support.

Miscellaneous Commercial Services and Support is 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.

Air Transportation Services for Hire is defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within a twenty-five (25) statute mile radius of the Airport); flights for aerial photography or survey, firefighting, power line, underground cable, or pipeline patrol; banner towing and aerial advertising; crop dusting, seeding, spraying, and bird chasing; or any other miscellaneous Activities directly related to air transportation service (e.g., helicopter operations in construction or repair work).

In addition to the general requirements set forth in Section 3 hereof, each Specialized Commercial Operator at the Airports shall comply with the following minimum standards.

1. SCOPE OF ACTIVITY

Each SASO shall conduct its specialized Commercial Aeronautical Activities on and from the Assigned Area in a first class manner which shall be consistent with the degree of care and skill exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets.

2. ASSIGNED AREA

- a. Each SASO shall develop adequate facilities to accommodate dedicated space for the administration and provision of the specialized Commercial Aeronautical Activities.
- b. Notwithstanding the foregoing to the contrary, a SASO providing only Limited Aircraft Services and Support shall not be required to lease or sublease Assigned Area at the Airports and may provide such services Through the Fence pursuant to an Operating Permit.

3. LICENSES AND CERTIFICATIONS

Operator shall have and provide to the Director evidence of all proper Federal, State, and local licenses and certificates which are required to provide the Specialized Aviation Services.

4. PERSONNEL

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

5. EQUIPMENT

Operator shall provide and have based at the Airport, either owned or under written lease to Operator, sufficient Equipment, supplies, and availability of parts, including, if appropriate, at least one airworthy Aircraft, to meet all applicable with respect to the Activities being performed.

6. HOURS OF OPERATIONS

- a. Operator shall be open and services shall be available during Normal Business Hours.
- b. Operator shall make provision for personnel to be in attendance in its office at all times during required operating hours or shall have an answering service, paging system, or other acceptable method for the public to contact Operator.

7. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

SECTION SEVEN - FLYING CLUBS

1. QUALIFICATION

Each Person seeking to be designated as a Flying Club shall provide to the Director a copy of its organizing documents and a determination letter from the Internal Revenue Service designating such Person a tax exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or other evidence of such Person's tax exempt status acceptable to the Director in his or her sole discretion. The club shall be a Not-For-Profit Entity (corporation, association or partnership) registered with the State of South Carolina and organized for the express purpose of providing its members with Aircraft for personal use and enjoyment only. With its initial application and no less than once each year thereafter, the Flying Club shall submit to the Director, evidence of insurance meeting the requirements set forth below. Each Flying Club and, to the extent applicable, its members, shall comply fully with Articles 3, 4 and 8 of these Minimum Standards. If requested by the Director, a Flying Club shall provide copies of its tax returns for its three most recent tax years, as well as other information as may be reasonably necessary to assure that the Flying Club is a nonprofit or not-for-profit organization.

The Flying Club shall file and keep current with HCDA a copy of its Bylaws, Articles of Association, partnership or incorporation (or other documentation supporting its existence); and shall keep current with HCDA a complete list of the club's members including names of the directors and officers and the investment shares owned by each member, the number and type of Aircraft owned by or leased by the Flying Club or jointly by its members, evidence that ownership of club Aircraft is vested in the club, and the operating name of the club. The books and other records of the club shall be made available for review at any reasonable time as requested by HCDA.

The Flying Club shall provide certificates of insurance listing each club member as a named insured and evidencing the coverage as required by these Minimum Standards.

2. OPERATIONS

A Flying Club may not offer or conduct any Commercial Aeronautical Activities at an Airport. A Flying Club may conduct Flight Instruction Services for its members only (except for an introductory flight), and only members of the Flying Club may operate its Aircraft. All maintenance that is performed at the Airport must be provided by an Operator based at the Airport and authorized to provide such Aircraft Maintenance service or by a properly certified mechanic who is a registered club member and part owner of the aircraft owned and operated by the Flying Club.

3. FLIGHT INSTRUCTION

No Flying Club shall permit its Aircraft to be used for Flight Instruction Services for any person, other than members of the Flying Club, when such person pays or becomes obligated to pay for such instruction, except when the instruction is given by an Operator based on the Airport who is authorized by the HCDA to provide Flight Instruction Services at the Airport, or by a properly certified flight instructor who is a bona fide club member and who shall not receive any payment for such service but may be compensated by credit against payment of dues or flight time, and the person receiving the training is a member of the Flying Club.

4. SALE OR LEASE OF GOODS AND SERVICES

All Flying Clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any Person, other than a member of such Flying Club, at the Airport, except that a Flying Club may sell or exchange its capital equipment. A Flying Club's Aircraft must be owned by and titled either in the name of the Flying Club or in the name of all of its members or leased by the Flying Club for the use of all of its members. The property rights of the members of the Flying Club shall be equal; no part of the net earnings of the Flying Club may inure to the benefit of any individual in any form, including salaries, bonuses, etc. The Flying Club may not derive greater revenue from the use of its Aircraft than the amount needed for the operation, maintenance and replacement of its Aircraft.

5. INSURANCE

Operator shall maintain insurance coverage and minimum limits as set forth in Attachment C, unless such limits or coverages are superseded by order of the Director.

SECTION EIGHT - SELF-FUELING

DEFINITION

In order to comply with its federal grant assurances, including without limitation assurance number 22(f) that provides that an airport sponsor may not “prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to, maintenance, repair and fueling,] that it may choose to perform”, the HCDA has adopted the following conditions for the exercise of Self-Fueling rights at the Airports.

1. PERMIT REQUIRED. Any Person other than an FBO seeking to engage in Self-Fueling of Aircraft at the Airport must obtain a Self-Fueling Permit from the Director. A “Self-Fueler” is any Person to whom the HCDA has granted a Self-Fueling Permit. The Director shall issue a Self-Fueling Permit to any Person meeting the following requirements:

INSURANCE REQUIREMENTS. Operator shall maintain insurance coverage and minimum limits outlined in Attachment C, unless such limits or coverages are superseded by order of the Director.

- 1.1 SECURITY DEPOSIT.** Each Self-Fueler shall provide to the HCDA, prior to commencement of Self-Fueling operations at the Airport, with a security deposit (the “Self-Fueler Security Deposit”) of no less than \$5,000, which Self-Fueler Security Deposit shall be held and applied by the HCDA to guarantee the faithful performance by Self-Fueler of all of its obligations under the Self-Fueling Permit between the HCDA and Self-Fueler and the payment of all fees, charges and other amounts which become due or which Self-Fueler is required to cause to be paid under the Self-Fueling Permit, these Minimum Standards or any other Agreement between HCDA and the Self-Fueler including, without limitation, amounts invoiced or required to be remitted without demand. The existence or amount of the Self-Fueler Security Deposit shall not limit the Self-Fueler’s liability or the HCDA’s rights in the event the Self-Fueler fails to make any required payments to HCDA or to comply with any of Self-Fueler’s other obligations.
- 1.2 MANUAL.** Each Self-Fueler shall have submitted a Fueling procedures manual/program to the Director, containing procedures for Fuel quality control, personnel training and Fuel spill control and clean-up, which manual/program shall have been approved by the Director.
- 1.3 EQUIPMENT.** Each Self-Fueler shall maintain Fuel transport and dispensing tanks of not less than one hundred (100) gallons each, which shall be clearly marked on all sides with the type of Fuel (e.g., Jet A or Avgas) and with “Flammable” and “No Smoking” placards placed on all exterior sides. All Self-Fueling transport and dispensing tanks and associated equipment shall comply with all applicable Laws regarding the transportation, dispensing and storage of flammable liquids. Two twenty (20) pound Class B fire extinguishers shall be readily available during all Self-Fueling operations. A sufficient supply of absorbent material and the vehicular means to transport such material for the immediate containment and clean up of a spill and for removal of the contaminated absorbent material shall maintained at all times. Cables for bonding the Fuel dispensing system and the Aircraft to zero electrical potential shall be provided. All Self-Fueling equipment shall be maintained in a clean, non-leaking condition while on the Airport and such equipment shall be subject to inspection at any time by HCDA. All Refueling Vehicles shall be equipped with reliable metering devices that meet all applicable federal, state and local regulatory requirements and such meters shall be subject to independent inspection. No Refueling Vehicle shall be operated at the

Airports without all required permits, including without limitation, a Ramp Permit. All Refueling Vehicles and equipment on the Airports shall be maintained and operated in accordance with Federal, State, HCDA and industry requirements, including without limitation ATA 103, NFPA 407, and OSHA guidelines.

- 1.4 FLYING CLUBS.** If a Flying Club has been issued a Self-Fueling Permit, the members of that Flying Club may engage in Self-Fueling with respect to any Aircraft owned or leased by that Flying Club or jointly by all of the members of that Flying Club.

2. LIMITATION. A Self-Fueler may only perform Self-Fueling on Aircraft that are either (x) owned by such Self-Fueler or (y) within the Self-Fueler's complete operational control, exclusively used by such Self-Fueler, and subject to a lease to such Self-Fueler with an initial or remaining term of at least one year. Fueling Operations may only be performed by a Self-Fueler in an area designated by the Director or, for a Self-Fueler that leases or subleases in excess of 7,500 sf of Apron at an Airport, within the Apron area leased or otherwise controlled by such Self-Fueler, and Fueling Operations may only be performed by the Self-Fueler or by such Self-Fueler's employees, and only using Refueling Vehicles and other Fueling equipment owned or exclusively leased by the Self-Fueler and operated by the Self-Fueler or such Self-Fueler's employees. A Self-Fueler may not sell Fuel at the Airports.

3. FUEL FLOWAGE FEES; RECORDS. Each Self-Fueler shall pay to the HCDA a Fuel flowage fee as may be established from time to time by resolution of the Council. Each Self-Fueler shall provide the HCDA with reports of its Self-Fueling activity in such form and detail and with such frequency as is required by the Self-Fueling Permit. In addition, at the Director's request, a Self-Fueler shall furnish the HCDA with copies of all invoices, delivery tickets and other records showing the amount of Fuel purchased and dispensed during the period for which each Fuel flowage fee payment (if any) is due.

4. COMPLIANCE WITH LAWS. Each Self-Fueler shall observe and comply with all applicable Laws governing its conduct on and its operations at the Airports or the use of its facilities at the Airports. Each Self-Fueler shall also observe and comply with any and all applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the FAA, and the TSA). It is the Self-Fueler's responsibility to keep informed of all such Laws and all applicable requirements of such public authorities. Each Self-Fueler shall pay or reimburse the HCDA for any civil penalties or fines which may be assessed against the HCDA as a result of the violation by such Self-Fueler or its employees of any of the foregoing requirements, which payment shall be made by Self-Fueler within fifteen (15) days from receipt of the HCDA's invoice for such amount and documentation showing that payment of such penalty or fine is such Self-Fueler's responsibility hereunder. If any governmental license or permit shall be required to lawfully conduct Self-Fueling at the Airports, each Self-Fueler shall procure and maintain such license or permit and submit the same for inspection by the HCDA, and such Self-Fueler at all times shall comply with the terms and conditions of each such license or permit.

5. ADDITIONAL REQUIREMENTS. A Self-Fueler's Fuel storage facilities must comply with all applicable Laws. In addition, each Self-Fueler shall:

- 5.1 Only use the entrance, exit and haul routes designated by the Director to transport Fuel on and off Airport;
- 5.2 Train all of its employees engaged in Self-Fueling in the proper operation of the Self-Fueler's Refueling Vehicles and other Fueling equipment, and in the requirements of

these Minimum Standards. All employees engaged in Self-Fueling shall have successfully completed a safety course approved by the HCDA, and evidence of the successful completion of such training shall be provided to the Director; and

- 5.3 Maintain appropriate records to show that the following minimum inspections on Fueling equipment have been performed by the Self-Fueler or its employees, and to permit the Director to inspect such records at any time during normal business hours:

Daily: Filter sump, Fuel tank sump(s), air supply tank (for water), filter pressure differential and flow rate (if applicable), operating pressures, deadman system operation (if applicable), bottom loading mechanism.

Weekly: Refueling hoses, nozzle screens, emergency shutoff system, fire extinguisher seals and tags.

6. FUELING OPERATIONS.

All Persons that Fuel their own Aircraft by themselves or by using their own employees shall comply with these Minimum Standards, all applicable Airport Directives and NFPA standards. All Fuel facilities at the Airports and Refueling Vehicles operated at the Airports are subject to inspection by authorized representatives of HCDA. The owner or operator of such Fuel facilities or Refueling Vehicles shall promptly correct any violation of these Minimum Standards.

- a. Unless otherwise previously approved by the Director in writing, no Aircraft shall be fueled or defueled while one or more of its engines is running or is being warmed by external heat.
- b. No Aircraft shall be fueled or defueled while inside any building or structure.
- c. Refueling Vehicles, whether loaded or empty, shall never enter hangars nor shall they be parked unattended within a distance of fifty (50) feet of any building or within ten (10) feet of any other Refueling Vehicle.
- d. All Refueling Vehicles operating at the Airports shall be equipped with spill response equipment.
- e. Any Person, including the owners or operators of Aircraft, causing overflowing or spilling of Fuel, oil, grease or other contaminants anywhere on the Airports shall be responsible for ensuring the immediate cleanup in accordance with all applicable Laws of such spillage. In the event of failure or refusal to comply with such cleanup requirements, the spillage will be cleaned up by HCDA at the responsible party's expense.
- f. All spillages of Fuel or other hazardous substances shall be reported immediately by the responsible Party to the Director or as provided in Airport Directives. Aircraft, Fuel delivery devices and other Vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fire guard shall be posted promptly by the responsible party.
- g. Prior to the Fueling and defueling of Aircraft, the Aircraft and the transfer fuel apparatus shall follow the rules and procedures of the Uniform Fire Code, applicable Law, and NFPA standards for such fueling and defueling.

- h. Each hose, funnel, or apparatus used in Fueling or defueling Aircraft shall be maintained in good condition and must be properly grounded to prevent ignition of volatile liquids.
- i. No Refueling Vehicle shall be backed within twenty (20) feet of an Aircraft unless a person is posted to assist or guide.
- j. When a fire occurs in the Fuel delivery device while servicing an Aircraft, the responsible party shall immediately report the fire to the Director or as provided in Airport Directives, immediately discontinue Fueling, and immediately shut down all emergency valves and dome covers.
- k. No Refueling Vehicle designed for or employed in the transportation of Fuel shall be operated on a Movement Area at any time without prior permission from the Director.
- l. No Person shall engage in Aircraft Fueling or defueling operations without adequate fire extinguishing equipment in accordance with NFPA standards readily accessible at the point of Fueling.
- m. Parking areas for HCDA approved Refueling Vehicles shall be arranged to:
 - 1. Facilitate dispersal of the Refueling Vehicles in the event of emergency;
 - 2. Provide at least ten (10) feet of clear space between parked Refueling Vehicles for accessibility for fire control purposes;
 - 3. Prevent any leakage from draining to an adjacent building;
 - 4. Minimize exposure to damage from out-of-control Aircraft; and
 - 5. Provide at least fifty (50) feet of clear space from any building, Aircraft hangar or other Airport structure which has windows or doors in the exposed walls.
- n. No Person shall start the engine of an Aircraft on the Airport if there is any flammable liquid or other volatile fluid on the ground within the vicinity of the Aircraft.
- o. No Person shall operate any electronic device (including without limitation a radio transmitter, receiver or cell phone), or switch electrical appliances on or off, in an Aircraft while it is being Fueled or defueled, except for radios certified as "safe radios".
- p. Fueling or defueling operations shall not be conducted while thunderstorm activity is within three (3) miles of the applicable Airport.
- q. Aircraft Fuel servicing personnel shall not carry lighters or matches on their person while performing Fuel servicing operations.
- r. Positioning of Refueling Vehicles shall be arranged as follows:
 - 1. Fueling Vehicles shall be positioned so that they can be moved promptly after all Aircraft Fuel hoses have been disconnected and stowed.
 - 2. The propulsion or pumping engine of Refueling Vehicles shall not be positioned under the wing of Aircraft during Fueling or where Aircraft Fuel system vents are located on

the upper wing surface. Refueling Vehicles shall not be positioned within a ten (10) foot radius of Aircraft Fuel system vent openings.

3. Hand brakes shall be set on Refueling Vehicles before operators leave the Vehicle cab, and at least one wheel shall be chocked.
- s. All equipment used in Fueling, defueling and draining operations shall be approved by the Fire Marshal of the City in which such equipment is installed.
 - t. No Person shall bring into the Airport or store any type of Fuel on the Airport without the written permission of the Director or pursuant to a written Agreement with HCDA. No Person shall store fuel in excess of 1,000 gallons on the Airport except if stored in Refueling Vehicles authorized by the Director to operate at the Airport, or in an approved Fuel storage facility constructed under a written Agreement with HCDA, in a location and pursuant to plans and specifications approved by the Director.

SECTION NINE - APPLICATION AND APPROVAL REQUIREMENTS

A. APPLICATION REQUIREMENTS

HCDA reserves the right to request from a prospective Operator, in written form, at the time of and as part of its application, the following information and, thereafter, such additional information as may be required or requested by HCDA.

1. INTENDED SCOPE OF ACTIVITIES

As a prerequisite to occupancy on and the granting of an operating privilege at the Airport, the Applicant must submit a specific, detailed description of the scope of the intended Activities, and the means and methods to be employed to accomplish the contemplated Activities, which shall include, but not be limited to, the following:

- a. The legal name of the Person filing the application and its business name (if different).
- b. The name, address, and telephone number of the Person and primary contact individual.
- c. The names, addresses, and telephone numbers of all owners of five percent (5%) or more of the equity interest, management control, or debt of the Person (each, a "Principal").
- d. The proposed date for the commencement of the intended Activities and proposed term for conducting same.
- e. A comprehensive listing of all Activities proposed to be offered, along with copies of all applicable Federal, State, or local operating certificates and licenses held.
- f. For proposed Agreements or subleases of existing structures or Improvements, a description of the size, location, and proposed utilization of office, hangars, Tie downs, and/or Vehicle Parking Areas to be utilized.
- g. For proposed Agreements or subleases of unimproved Airport areas, a layout (to scale) of the size, configuration, and location of the property desired to be occupied and a description and preliminary drawing of the buildings and Improvements to be constructed, together with Vehicle parking to be available for the proposed Activities.
- h. The number of persons proposed to be employed, including the names and qualifications of each person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
- i. The number of Aircraft to be utilized in connection with the Activities and the make, model, passenger seating capacity, cargo capacity, Aircraft registration number, and copies of applicable operating certificates for each Aircraft.
- j. The tools, Equipment, Vehicles, and inventory proposed to be utilized in connection with the intended Activities.
- k. A market analysis to include a written statement addressing each of the following areas:

1. Definition of target market
2. Intended market share
3. Promotional marketing techniques
4. Description of existing competitors
5. Percent of intended sales related to Aircraft based at the applicable Airport
6. List of certifications and licenses to be sought (if any, as required)
7. Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation
8. List of products to be sold or distributed (if any) and a list of manufacturer's or distributor's requirements for obtaining dealership (if applicable)
9. List of suppliers, subcontractors, and associates

In addition, the application shall provide a statement, with supporting evidence, of the need at the applicable Airport for the proposed Activities and the desires of Airport users for the proposed Activities, together with a description of existing Operators at the Airport offering the same or similar Activities.

2. FINANCIAL RESPONSIBILITY AND CAPABILITY

The Applicant must provide a statement, as evidence of Applicant's financial capability, from an area bank or trust company or from such other source as may be acceptable to HCDA and readily verified through normal banking channels. The Applicant must also demonstrate the financial capability to initiate the Activities, construct the Improvements proposed, and (if applicable) provide the working capital necessary to carry on the contemplated Activities (once initiated). The demonstration of financial capabilities shall include a cash flow and profit and loss projections for the first five years of the proposed operation, a three year historical profit and loss statement (if applicable), and a current (within 60 days) balance sheet. If the Applicant is a current business, it shall provide current financial statements prepared in accordance with generally accepted accounting principles prepared or certified by a certified public accountant, if available, and otherwise certified as correct by the Applicant's chief financial officer. If the Applicant is not an operating business, the Applicant shall provide a pro forma financial statement. The HCDA shall be entitled to consider the financial statements in evaluating the Applicant's financial ability to perform reasonable, safe and adequate Aeronautical Activities to the public. Applicant shall provide a current credit report covering all business activities in which the Applicant has participated within the past five (5) years. Applicant shall also submit a report for all Principals of the Applicant.

3. EXPERIENCE

The Applicant shall furnish HCDA with a statement of its past experience in the specified Aeronautical Activities for which application is being made, including resumes of management individuals who will be directly responsible for the proposed operation, together with business, financial, and managerial references. The foregoing information must be presented in a form satisfactory to HCDA.

4. BONDING AND INSURING CAPACITY

The prospective Operator shall provide evidence in a form acceptable to HCDA of its ability to supply the following:

- a. A performance bond or letter of credit in an amount equal to two (2) months of the annual rental and/or fees established and agreed to for conducting the Activities and entering into the Agreement sought;
- b. A performance bond in an amount equal to the cost of constructing the proposed Improvements submitted to HCDA for approval; and
- c. The required insurance.

Additional and supplemental information may be required by HCDA in a formal competitive selection process.

5. SUBCONTRACTS

Where applicable, a copy of any signed agreement or the proposed form of any unsigned agreement between the Applicant and any other Person with whom such Applicant will contract to perform one or more Aeronautical Activities required under these Minimum Standards.

6. ASSETS

A listing of assets owned or being purchased or leased by Applicant which will be used to perform the Aeronautical Activities at the Airport. Applicant shall also provide preliminary plans and specifications and a preliminary construction schedule for any Improvements which the Applicant intends to make on the Airport in connection with its operations. Applicant shall comply with the HCDA's review and approval procedures for such plans and specifications.

7. AUTHORIZATION TO RELEASE INFORMATION

Written authorization for the FAA and any aviation or aeronautics commissions, administrators or departments of all states in which the Applicant has engaged in Aeronautical Activities to release information to the HCDA in their files relating to the Applicant or its operations. The Applicant will execute such forms, releases or discharges as may be required by those agencies.

8. OTHER INFORMATION

Applicants shall provide such other information as HCDA may reasonably require.

B. GROUNDS FOR DENIAL OF APPLICATION

HCDA may deny any application for any one (or more) of the following reasons:

1. The Applicant for any reason does not meet fully the qualifications, standards and requirements established herein. The burden of proof of compliance shall be on the prospective Operator and the standard of proof shall be by clear and convincing evidence.
2. The Applicant's proposed Activities, operation and/or construction will create a safety hazard as determined by HCDA or the FAA.

3. The granting of the application will require the HCDA to expend funds or supply labor or materials in connection with the proposed Activities, operation, and/or construction that HCDA is unwilling to spend or the operation will result in a financial loss to HCDA.
4. No appropriate, adequate, or available space or building exists at the applicable Airport which would accommodate the entire operation or the Applicant at the time of application, nor is development of such space contemplated within a reasonable time thereafter.
5. The proposed operation, development or construction does not comply with the Master Plan of the applicable Airport (and/or ALP) then in effect or anticipated to be in effect within the time frame proposed by the Applicant.
6. The development or use of the area requested by the Applicant will result in a congestion of Aircraft or buildings or will unduly interfere with operations or Activities of any present Operator on the applicable Airport and/or prevent adequate access to their Assigned Area.
7. The Applicant has either intentionally or unintentionally misrepresented or omitted a material fact in the application or in supporting documents.
8. The Applicant has failed to make full disclosure on the application or in supporting documents.
9. The Applicant or an officer, director, agent, representative, shareholder, or employee of Applicant has a record of violating any of these Minimum Standards, or the minimum standards or regulations of any other airport, or any other Laws.
10. The Applicant or a Principal of Applicant has defaulted in the performance of any lease or other agreement.
11. On the basis of current financial information, the Applicant does not, in the sole discretion of HCDA, exhibit adequate financial responsibility or capability to undertake the proposed operation and Activities.
12. The Applicant cannot provide a performance bond or applicable insurance in the amounts and types required by HCDA for the proposed operation and Activities.
13. The Applicant does not have, or cannot demonstrate access to, the operating capital necessary to conduct the proposed operation.
14. The Applicant's Activities or operations have been or could be detrimental to the Airport.
15. The Applicant or any Principal of the Applicant has been convicted of any felony, or violated any County or HCDA ordinance, or applicable Law.
16. The Applicant or any Principal of the Applicant is unable to qualify for unescorted access to the Secured Areas as required by TSA regulations. These include criminal history records checks.

SECTION TEN - VIOLATION OF MINIMUM STANDARDS, PENALTIES

1. CEASE AND DESIST ORDERS

In addition to any other rights HCDA has under these Minimum Standards, Agreements, and other applicable Laws, the Director may order any person to cease and desist any activities or conduct violative of any provision of these Minimum Standards or any of the provisions of Law incorporated by reference in these Minimum Standards if the Director determines that such activities or conduct threaten the safety of persons at any Airport, endangers persons or property, or interferes with the safe and proper operation of the Airports. Such cease and desist order shall be in writing and set forth the violative conduct or activity ordered to be ceased, the name of the Person found to be in violation, and the provision of these Minimum Standards or other applicable Laws violated by the subject conduct. The cease and desist order shall be hand-delivered or sent by certified mail to the last known address of the Person found to be in violation.

2. REMOVAL FROM AIRPORTS, FINES AND PENALTIES; TERMINATION OF AGREEMENT

- a. Any Person who knowingly fails to comply with a cease and desist order shall be in violation of these Minimum Standards. The Director may order such Person removed from the Airports. An order of removal from the Airports shall be issued by the Director and written orders may be hand delivered or sent by certified mail to the Person's last known address. Such orders shall set forth the reasons and time for such removal. Any duly authorized Law Enforcement Officer may enforce and carry out such removal order.
- b. A Law Enforcement Officer may remove any person who enters any restricted-access area in violation of these Minimum Standards and such persons shall be subject to arrest, conviction and penalties provided for under Law.
- c. Except as otherwise expressly provided in these Minimum Standards or Law, every Person who shall violate any provision of these Minimum Standards or any of the provisions of Law incorporated herein shall be punishable by a fine of not more than five hundred dollars (\$500) per occurrence in addition to any other penalty provided by Law.
- d. Any Person who violates these Minimum Standards more than twice in any period of twelve (12) consecutive months shall be subject to revocation of any Agreements and identification badges issued by HCDA.
- e. If any Operator at any of the Airports or any of its directors, officers, employees, customers, agents or others operating in its name fail to comply with these Minimum Standards or procedures defined in a Letter of Agreement ("LOA"), HCDA may suspend the Operator's right to operate at the Airports. For the first infraction within a twelve (12) month period, such suspension shall be for up to 24 hours. For a second infraction within a 12 month period, such suspension shall be for up to seven (7) days. For a third infraction within a 12 month period, HCDA may bar the Operator from operating at the Airports for up to one year. For any subsequent infractions within a 12 month period, HCDA may permanently bar the operator from operating at the Airports.

3. HEARING

- a. A Person may submit, within ten (10) days of the receipt of any order, fine, penalty described in either Section 1 or 2(a), 2(c), 2(d), or 2(e) above, or a denial of an Agreement pursuant to Section 9(b) above, a written request for review of such order, fine, penalty, Agreement denial or decision to the HCDA's Director of General Aviation. Such request shall be sent by certified mail, must be in writing, and shall specify all reasons why the order, fine, penalty, Agreement denial, or decision, should be rescinded, changed or modified. Within ten (10) days of receipt of the request for review, the Director of General Aviation shall send a written decision by certified mail to the Person requesting such review.
- b. The decision by the Director of General Aviation is final, unless within ten (10) days from the decision, the Person requests in writing, by certified mail, that a hearing be held on the matter. Within ten (10) days of receipt of such request, the Director of General Aviation shall give the Person written notice by certified mail of the appointment of a Hearing Officer, who shall be appointed by the Director of Airports but shall not be the Director of Airports. Thereafter, the Hearing Officer shall send a written notice of the hearing to the requesting party and to the Director of General Aviation. At any such hearing, the requesting party and the Director of General Aviation may attend and give testimony and present evidence, may conduct examination of witnesses and may be represented by counsel. Costs of transcription of any testimony taken shall be borne by the person requesting the transcript.
- c. The Hearing Officer's decision shall be final, unless within ten (10) days after receipt by certified mail of the Hearing Officer's decision, a Person submits a written notice of appeal to the Director of Airports. There shall be no further evidence presented and only the written record shall be available to the Director of Airports, who shall make a decision on the matter. The Director of Airports shall give the parties written notice by certified mail of this decision. The decision of the Director of Airports is final.

4. REMOVAL OF PROPERTY

- a. A Law Enforcement Officer may remove or cause to be removed from any Restricted Area, any roadway or right-of-way, or any other unauthorized area or structure at the Airports, any property which is disabled, abandoned or which creates an operations problem, nuisance or safety hazard or which otherwise is placed in an illegal, improper or unauthorized manner; including, without limitation, any structure which has not been authorized by HCDA or the Director pursuant to HCDA's policies and procedures. Any such property may be removed or caused to be removed by the Law Enforcement Officer to an official impound area or such other area designated by the Director.
- b. Any property impounded by HCDA under Section 4(a) above shall be released to the owner or operator thereof, upon proper identification of the property, provided that the person claiming it pays any towing, removal or storage charges and any other accrued fees. HCDA shall not be liable for any damage which may be caused to the property or loss or diminution of value which may be caused by the act of removal. Any such property that is not claimed within thirty (30) days may be deemed abandoned and disposed of in accordance with applicable Laws.

SECTION ELEVEN - MISCELLANEOUS

1. INTENT, SEVERABILITY

Nothing in the preceding Sections is intended to preclude any authorized HCDA personnel from taking any other action authorized by applicable Law or the enforcement of any provision of the HCDA's Agreements or Permits.

If any part of these Minimum Standards, including any modifications thereof or additions or amendments thereto, shall be found to be invalid for any reason, the remainder of these Minimum Standards shall not be invalidated thereby but, in accordance with the intention of the HCDA hereby expressed, shall remain in full force and effect, all parts of these Minimum Standards being hereby declared to be separable and independent of all others.

2. AMENDMENT; WAIVER

The HCDA reserves the right to amend, supplement, revise, alter, rescind or add to these Minimum Standards from time to time, either in part or in their entirety, upon the advice and recommendation of the Director and duly adopted by resolution of the Council. The Director may further temporarily waive or suspend any of these Minimum Standards for any Operator through issuance of an Airport Directive where the Director, in his or her sole discretion, deems such waiver or suspension to be in the best interest or welfare of the Airport's operation.

3. EFFECTIVE DATE

These Minimum Standards were approved by the Council on _____, 2015, and shall become effective on the Effective Date.

ATTACHMENT A

APPLICATION for DESIGNATION as an

OPERATOR

at

GRAND STRAND/CONWAY HORRY
COUNTY/TWIN CITY AIRPORT

SECTION 1 – COMPANY INFORMATION

a.	Company Name <i>(as it will appear on the agreement)</i> .	
b.	Name of Entity if (a) is a d/b/a:	
c.	Type of Entity <i>(Please specify Corporation, Limited Liability Company, Limited Liability Partnership, Joint Venture, Sole Proprietorship or other form)</i> :	
d.	State of Organization:	
e.	Date of Organization:	
f.	List of Principals:	

SECTION 2 – PROPOSED SERVICES

Place a check in the box provided below for the Aeronautical Activities the Applicant is requesting to provide at the indicated Airport. Include a five year business plan giving details of the proposed business.

Airport at which Activities will be provided:

- ☐ Grand Strand Airport (CRE)
- ☐ Conway Horry County Airport (HYW)
- ☐ Twin City Airport (5J9)

Aeronautical Activity(ies) Applicant seeks to provide:

- ☐ Airframe and Power Plant Repair and Maintenance Services
- ☐ Avionics, Instrument and/or Propeller Repair Services
- ☐ Sale of new and used Aircraft and component parts
- ☐ Aircraft Charter, Air Taxi or Air Ambulance Services

- ☐ Aircraft Rental or Leasing Services
- ☐ Helicopter Tour and Charter Services
- ☐ Flight Instruction Services
- ☐ Commercial Skydiving Services
- ☐ Commercial Hangar Operator Services
- ☐ Private Non-Commercial Hangar
- ☐ Aerial photography
- ☐ Ground Services
- ☐ Installation of Aircraft Interiors
- ☐ Multiple Aeronautical Services
- ☐ Sale of Aircraft Insurance
- ☐ Specialized Aviation Services
- ☐ Other Aeronautical Activities (specify the services to be provided in the box below)

SECTION 3 – CONTACT INFORMATION

a.	Corporate Address:	
	Web Site:	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	
b.	Local Address (if different):	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	

c.	Authorized Representative:	
	Title:	
	Address:	
	Phone Number:	
	Legal Notice Address:	

SECTION 4 – BUSINESS BACKGROUND

a. Number of years in business: _____

b. Where have you done business before? Indicate below the type of business and the number of years. (*e.g. FBO – 10 years, Aircraft Maintenance – 5 years, etc.*)

	Type of Activity	Number of Years	Location (Airport)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

SECTION 5 – CUSTOMER INFORMATION

List all Airport tenants or other Persons with whom applicant has contracts or expects to enter into a contract to provide services at the Airport, the effective dates of such contracts and type of services to be provided in the space provided below. Please provide a letter from each such tenant or Person to be served.

<u>Tenant</u>	<u>Effective Date</u>	<u>Type of Service</u>

SECTION 6 – REFERENCES

Please provide the name, address and telephone number of persons who supervised or are otherwise familiar with your activities at each airport where you have operated during the past three (3) years (*attach additional sheets as necessary*):

Reference 1

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Fax Number:	
Cell Phone:		E-mail address:	

Reference 2

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Fax Number:	
Cell Phone:		E-mail address:	

Reference 3

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Fax Number:	
Cell Phone:		E-mail address:	

Reference 4

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Fax Number:	
Cell Phone:		E-mail address:	

SECTION 7 – MANAGEMENT EXPERIENCE

Attach resumes for the Principals and key staff for the proposed Operator. Please ensure that the experience of such person, including type of experience, number of years of experience and number of years of experience at particular airports are included in the resume.

SECTION 8 – SPACE REQUIREMENTS

Indicate the amount, type and preferred location of space needed to support the proposed Aeronautical Activities (administrative, operational and other needs):

	Type of Space	Approximate Size (Square Feet)	Preferred Location On Airport
1.	Office		
2.	Breakroom		
3.	Equipment Parking		
4.	Storage (air-conditioned)		
5.	Storage (not air-conditioning)		
6.	Automobile Parking		
7.	Apron		
8.	Hangar		
9.	Other (Specify)		
10.			

SECTION 9 – ADDITIONAL INFORMATION

Applicants who are approved for an Agreement, and require Air Operations Area (AOA) access must complete the Airport Safety and Security Program (ASSP) sponsored by the HCDA prior to submitting an application for an identification badge.

The following items must be on hand prior to start of operations:

- A fully executed Agreement with the HCDA
- A Security Deposit
- Proof of insurance (Insurance Certificate) as required by the type of Agreement

Return this completed application, along with the items listed below, to the:

Horry County Department of Airport
Director of Airport
1100 Jetport Road
Myrtle Beach, SC 29577

- Current Audited, Certified or Pro Forma Financial Statement
- Credit Report with three credit references
- Five year Business Plan

Signature

Date

Print Name

Phone Number

ATTACHMENT B – FORM OF SELF FUELING PERMITS

GRAND STRAND/TWIN CITY/CONWAY HORRY COUNTY AIRPORT

SELF-FUELING PERMIT

For the better promotion of commerce and navigation and the development of the [Grand Strand/Twin City/Conway Horry County] Airport ("**Airport**") for the benefit of the public, the Horry County Department of Airports ("**HCDA**"), hereby enters into this Self-Fueling Permit (the "**Self-Fueling Permit**") dated as of _____, 20____, (the "**Permit Effective Date**") with _____, a _____ [corporation], hereinafter referred to as "**Self-Fueler**," with an address of _____, to engage in the Fueling and servicing by Self-Fueler or Self-Fueler's own employees of Aircraft at the Airport owned or operated by Self-Fueler and using Self-Fueler's own equipment for the purpose or purposes and on the terms and conditions hereinafter stated.

For and in consideration the mutual covenants hereinafter contained, HCDA and Self-Fueler hereby agree as follows:

1. Self-Fueling. Self-Fueler is hereby granted the right to engage in Self-Fueling, as defined in the Minimum Standards (the "*Minimum Standards*") adopted by the Council, as such Minimum Standards may be amended or supplemented from time to time. Capitalized terms used but not defined in this Self-Fueling Permit shall have the meaning set forth in the Minimum Standards. All Self-Fueling by Self-Fueler (or its employees) at the Airport shall be undertaken strictly in accordance with the Minimum Standards and all other Laws. It shall be the responsibility of Self-Fueler to keep informed of and comply with the Minimum Standards and all such Laws at all times. Self-Fueler shall not sell to, or dispense Fuel into, any Aircraft unless such Aircraft either (x) is owned by the Self-Fueler or (y) is within the Self-Fueler's complete operational control, exclusively used by the Self-Fueler, and subject to a lease to the Self-Fueler with an initial or remaining term of at least one year. Such Aircraft currently owned or operated by Self-Fueler are listed on Schedule I. Self-Fueler shall promptly provide an updated Schedule I to the Director showing all changes to the Aircraft that Self-Fueler has the right to Self-Fueler at the Airport.

2. Personnel. Only Self-Fueler (if an individual) or Self-Fueler's own employees shall be permitted to engage in Self-Fueling at the Airport. Attached hereto as Schedule II is a list of Self-Fueler's current employees that are authorized by Self-Fueler to engage in Self-Fueling at the Airport. Self-Fueler shall promptly provide an updated Schedule II to the Director each time an employee is added or removed from the list of employees authorized to engage in Self-Fueling of Self-Fueler's Aircraft at the Airport. Prior to engaging in any Self-Fueling operations at the Airport, each such employee must have been issued, and at all times while engaging in Self-Fueling at the Airport shall continue to hold, a valid Airport identification badge issued by HCDA and authorizing access to the portions of the Airport where Self-Fueler operates. Prior to engaging in any Self-Fueling operations at the Airport, each employee shall have successfully completed a safety course approved by HCDA and evidence thereof shall be provided to the Director.

3. Insurance Requirements; Deliverables. Prior to the Permit Effective Date, Self-Fueler shall provide to HCDA one or more certificates of insurance demonstrating Self-Fueler's compliance with the insurance requirements set forth in the Minimum Standards, a Fueling procedures manual or program that has been approved by the Director, and a Self-Fueler Security Deposit, each in compliance with the applicable provisions of the Minimum Standards. At least thirty (30) days prior to the expiration of any policy or policies of insurance theretofore provided by Self-Fueler in compliance with the Minimum Standards, Self-Fueler shall cause a certificate or certificates of insurance to be furnished to HCDA evidencing renewal or reissuance of all insurance coverage that Self-Fueler is required to maintain under

the Minimum Standards and this Self-Fueling Permit, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder materially changed without first providing at least thirty (30) days' written notice thereof to HCDA. At HCDA's request, copies of all required insurance policies will be provided to HCDA.

4. Fueling Equipment. Self-Fueler shall use only the Fueling Equipment listed on Schedule III which is owned or exclusively leased by Self-Fueler for its Self-Fueling operations at the Airport, and Self-Fueler shall provide an updated Schedule III to the Director each time a piece of Fueling Equipment is added to the Equipment used at the Airport or removed from service at the Airport.

5. Fuel Flowage Fees. Self-Fueler shall pay to HCDA an annual self-fueling fee, if any, as set forth in the Schedule of fees and charges for the Airport adopted from time to time by the Council. Self-Fueler shall pay to HCDA within fifteen (15) days after the end of each calendar month a Fuel flowage fee, if any, as established from time to time by resolution of the Council for each gallon of Fuel dispensed by Self-Fueler at the Airport in the preceding month.

6. Term. This Self-Fueling Permit shall become effective on the Permit Effective Date and shall remain in effect until the date that is one (1) year after the Permit Effective Date, unless earlier terminated in accordance with the terms of this Self-Fueling Permit; provided however, that unless the Director provides written notice at least fourteen (14) days before such anniversary of the Permit Effective Date of termination or non-renewal, the term of this Self-Fueling Permit shall automatically be extended for an additional one (1) year term, subject to additional one (1) year extensions on the anniversary of the Permit Effective Date. Notwithstanding the foregoing, either HCDA or the Self-Fueler may terminate this Self-Fueling Permit by giving the other party at least thirty (30) days prior written notice.

7. Indemnity. Self-Fueler agrees to indemnify, defend and hold completely harmless Horry County (including, without limitation, members of the Council), and Horry County's officers, employees and agents, from and against all Losses which may be incurred by, charged to or recovered from any of the foregoing indemnified parties (i) by reason or on account of damage to or destruction of any property of Horry County, or any property of, injury to or death of any Person resulting from or arising out of Self-Fueler's occupancy or use of the Airport or other Horry County properties or Self-Fueler's activities or operations related thereto, or the acts or omissions of Self-Fueler's officers, agents, employees, contractors, subcontractors, subtenants, invitees, vendors, suppliers or licensees, regardless of where the damage, destruction, injury or death occurred, unless such Loss was caused solely by Horry County's gross negligence or willful misconduct, or (ii) resulting from or arising out of any act or omission of Self-Fueler in the observance, performance or breach of any of the terms, covenants, or conditions of this Self-Fueling Permit, or (iii) resulting from the alleged violation of any Laws applicable to Self-Fueler, Self-Fueler's occupancy or use of the Airport or other Horry County properties or Self-Fueler's activities related thereto, or Self-Fueler's operations thereon or anywhere else on the Airport, or (iv) resulting from the presence, Release (as defined in Section 8 below) or clean-up of Hazardous Materials (as defined in Section 8 below) at the Airport caused directly or indirectly by Self-Fueler's Self-Fueling operations. In carrying out its obligations hereunder, Self-Fueler shall use counsel acceptable to Horry County.

The obligations of Self-Fueler under this Section 7 shall survive the expiration or earlier termination of this Self-Fueling Permit with respect to any acts or omissions occurring during the term of this Self-Fueling Permit.

The foregoing provisions of this Section 7 are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which HCDA, or the members of the Council or its officers, employees or agents, otherwise would be entitled as an additional insured under any liability insurance maintained by Self-Fueler under this Self-Fueling Permit.

8. Environmental Requirements. Neither Self-Fueler nor any of Self-Fueler's officers, employees, agents, contractors, subcontractors, subtenants, invitees, vendors, suppliers or licensees, shall contaminate the Airport or any portion thereof with any Hazardous Material. Self-Fueler shall exercise due care to prevent the overflow of Fuel and shall have immediately accessible at any Fueling site a 20 pound B/C rated fire extinguisher. Self-Fueler shall immediately notify the Director of any release, emission, spill, discharge, disposal, leak, leaching, migration, or dispersal of Hazardous Materials at the Airport (a "*Release*"), whether or not the Release is in quantities that would be reportable to any public agency. Self-Fueler shall be solely and fully responsible and liable in the event Self-Fueler's Self-Fueling operations cause or permit Hazardous Materials to be Released at the Airport. If any release of Hazardous Materials occurs at the Airport as a result of Self-Fueler's Self-Fueling operations, Self-Fueler, at its sole cost and expense, and in each case, subject to the HCDA's prior written approval, shall engage in all investigation, testing, feasibility study, risk assessment, treatment, removal, disposal, reuse, handling, transport, clean up, remediation, containment, capping, encapsulating, mitigation, or monitoring of Hazardous Materials; the preparation and implementation of any health and safety plans, operations and maintenance plans, or any other plans related to contamination or a Release; the demolition, reconstruction or construction of any subsurface or surface structures to implement the Response Action; the restoration of the contaminated area after the completion of the Response Action whether required by Laws or this Self-Fueling Permit; and the costs associated with any such Response Action necessary to remove and remediate such Hazardous Materials (each, a "*Response Action*") in accordance with all applicable Laws. In addition to all other rights and remedies of HCDA, if Self-Fueler does not immediately undertake at its sole cost all Response Actions required by Law or HCDA, including the clean-up and removal of all such Releases, HCDA may undertake any and all Response Actions deemed reasonably necessary by the Director in his or her sole discretion, and Self-Fueler shall reimburse the HCDA for any and all costs (including allocated staff costs) of such Response Actions incurred by HCDA. "*Hazardous Materials*" shall mean (i) substances that are toxic, corrosive, flammable or reactive; (ii) petroleum products, crude oil (or any fraction thereof) and their derivatives; (iii) explosives, asbestos, radioactive materials, hazardous wastes, sewage, infectious substances, toxic substances or related hazardous materials; (iv) air pollutants, noxious fumes, vapors, soot, smoke or other airborne contaminants; and (v) substances which now or in the future are defined by environmental Laws as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "contaminants," "reproductive toxins," "carcinogens," or "toxic substances," or regulated under applicable environmental Laws.

9. Suspension or Termination. The Director, in his or her sole discretion, may, by written notice to the Self-Fueler, immediately suspend this Self-Fueling Permit if in the Director's sole judgment such Self-Fueling poses a threat to health and safety. In the event that Self-Fueler or any of Self-Fueler's employees violates any term or condition of this Self-Fueling Permit, including without limitation any Laws, the Director, in his or her sole discretion, may, by written notice to the Self-Fueler, immediately terminate this Self-Fueling Permit.

10. Assignment or Transfer. This Self-Fueling Permit may not be transferred or assigned by Self-Fueler to any other Person and any attempt to transfer or assign this Self-Fueling Permit shall be grounds for its immediate termination.

11. Federal Aviation Administration Requirements (a) Self-Fueler shall comply with all applicable regulations of the FAA and the TSA relating to Airport security and shall control its operations at the Airport so as to prevent or deter unauthorized persons from obtaining access to the AOA.

(b) Self-Fueler agrees that it will not exercise or grant any right or privilege which would operate to prevent any Person operating Aircraft on the Airport from performing any service (including, but not limited to maintenance and repairs) on its own Aircraft with its own employees that it may choose to perform.

(c) This Self-Fueling Permit shall be subject to all restrictions of record affecting the Airport and the use thereof, all Laws affecting the same, and shall be subject and subordinate to the provisions or requirements of any and all existing agreements between HCDA and the Council, and those between HCDA and the United States of America or the State of South Carolina, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the provision of financial assistance to HCDA or to operation or maintenance of the Airport.

12. Applicable Law. This Self-Fueling Permit has been entered into in, and shall be governed by and construed and interpreted in accordance with, the laws of the State of South Carolina (without regard to principles of conflict of law). It is agreed that if any covenant, condition or provision contained herein is held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of any other covenant, condition or provision herein contained, and the invalid or unenforceable provision shall be limited to the extent necessary for it to be valid and enforceable.

13. Jurisdiction and Venue. Self-Fueler hereby consents to the jurisdiction of the State of South Carolina Superior Court of Horry County and of the Federal District Court for the District of South Carolina with respect to any action instituted by HCDA and arising against Self-Fueler under this Self-Fueling Permit, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Self-Fueler.

14. Notice. Any notice, approval or consent permitted or required to be given to Self-Fueler hereunder shall be in writing and delivered either by hand, or by nationally recognized overnight courier, or by U.S. Certified Mail, Return Receipt Requested, posted prepaid, to Self-Fueler's address contained in the initial paragraph of this Self-Fueling Permit or to such other address in the United States as Self-Fueler may, by written notice to HCDA give in accordance with the requirements of this Section 14, direct from time to time. Any notice permitted or required to be given to HCDA hereunder shall be in writing and delivered either by hand to the Director provided Self-Fueler obtains a written acknowledgement of receipt therefor from HCDA, or by nationally recognized overnight courier service, or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Director of Airports
Horry County Department of Airports
1100 Jetport Drive
Myrtle Beach, South Carolina 29577

or such other address as HCDA may, by written notice to Self-Fueler given in accordance with the requirements of this Section 14, direct from time to time. Any such notice, approval or consent shall be deemed given on receipt if delivered by hand or three (3) days after mailing, provided such hand delivery or mailing was made in accordance with the requirements of this Section 14.

15. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, SELF-FUELER AND HCDA DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS SELF-FUELING PERMIT.

IN WITNESS WHEREOF, the parties hereto have caused this Self-Fueling Permit to be executed as of the Permit Effective Date set forth below.

HORRY COUNTY DEPARTMENT OF AIRPORTS,

By: _____
Director

SELF-FUELER, a _____ Corporation

By: _____

Print Name and Title
(If Corporate: Chairman, President or Vice President)

Attest _____

Print Name and Title
(If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, Or Assistant Treasurer)

ATTACHMENT C – SCHEDULE OF INSURANCE