



AGENDA REPORT
December 4, 2018

Approval Re: Valkaria Airport Board Policy BCC-79, Airport Controlling Documents, Rates and Fees

SUBJECT:

Approval Re: Valkaria Airport Board Policy BCC-79, Airport Controlling Documents, Rates and Fees

FISCAL IMPACT:

Increased Revenue offsetting increasing expenditures to Fund Airport Improvements and Operational Needs

DEPT/OFFICE:

ACM Development

REQUESTED ACTION:

It is requested that the Board approve revisions to Board Policy BCC-79, Airport Controlling Documents, and Rates and Fees.

SUMMARY EXPLANATION and BACKGROUND:

In accordance with Board direction July 24, 2018, staff has reviewed and revised the attached Board Policy BCC-79, Airport Controlling Documents, and Rates and Fees. The BCC-79 Policy Rules and Regulations for Valkaria Airport (X-59), was most recently updated by the Board November 10, 2009. The proposed revisions will update various rules to: improve, clarify and modernize airport operations and update airport administration processes to meet current airport service level needs.

As suggested, in the recent airport audit we have posted the hangar wait list and addressed other miscellaneous matters. The audit also pointed out that the other controlling documents needed to be updated, including the list of services and related charges. This agenda addresses outstanding audit matters. In addition to the revised BCC-79 (see Exhibit B) the other airport controlling documents have been revised and some new documents are proposed. The following updated documents have been made available for review and comment: 1) Valkaria Airport Minimum Standards (see Exhibit C); 2) Commercial Lease Agreement (see Exhibit D); 3) Non-Commercial Aircraft Storage Lease (see Exhibit E); 4) Rates and Charges Adjustment Plan (RCAP) (see Exhibit F); 5) Ramp Space Tie-Down License Agreement (see Exhibit G); 6) Remote Parking License Agreement (see Exhibit H). Exhibit I provides all comments received from the current tenants regarding the proposed controlling documents. Responses to those comments

are included as well. Some of these comments were found to be constructive and were incorporated into the documents as appropriate. Other comments were actually questions answers to which were provided. A few of the comments were neither questions nor a request to consider a change to the proposed controlling documents. As such they did not result in consideration as to the proposed rules etc.

It should be noted that some of the documents are new and address new activities at the airport, such as the Remote Parking Agreement. We have separated the hangar lease into a Non-Commercial Lease and a Commercial Lease, recognizing significant differences in the services the airport provides as well as insurance requirements. We have also created the Airport Minimum Standards which provide clarification regarding commercial activities on the airport and is typical at general aviation and commercial service airports.

The audit report dated June 6, 2018 provided information that the Valkaria Airport Lease rates were the lowest of the eight airports they checked (pertinent portions of the audit are included within Exhibit A attached). The audit suggested that we should consider adjusting the current rates which we have done. The revised Rates and Charges Adjustment Plan (RCAP) has been modified to include an expanded list of services provided by the airport along with their associated charges. All proposed changes reflect market rates or the cost to provide the services (see Exhibit F). These rates and charges are summarized in Exhibit A.

CLERK TO THE BOARD INSTRUCTIONS:

Forward Board Direction to the County Manager's Office

ATTACHMENTS:

Description

- **Exhibit A Rates and Changes recommended**
- **Exhibit B Valkaria Airport Rules and Regulations**
- **Exhibit C Valkaria Airport Minimum Stan.**
- **Exhibit D Valkaria Airport commercial lease Agrm't**
- **Exhibit E Valkaria Airport Non-Commercial Lease Agrm't**
- **Exhibit F Rates and Charges Adjustment Plan RCAP**
- **Exhibit G Valkaria Airport Ramp Space Tie-Down License Agrm't**
- **Exhibit H Valkaria Airport Remote Parking License agrm't**
- **Exhibit I Comments on Airport Controlling Documents**

Donna Scott

From: Tammy Rowe
Sent: Wednesday, December 05, 2018 9:29 AM
To: 'Borowski, Steve'
Cc: Donna Scott
Subject: Revised Exhibit A for Item J.2. - Airport Controlling Documents, Rates, and Fees

Hi Steve:

Could we please get a revised Exhibit A with the changes of the hangar rates approved by the Board from last night for the public record? I have the amounts the Board approved for my memorandum, but I'd like to have the amended attachment for our minutes file.

I appreciate your assistance.

Tammy Rowe, Supervisor
Clerk to the Board
Brevard County Clerk of Courts
tammy.rowe@brevardclerk.us
321-637-2001 Ext. 49056





Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 5, 2018

M E M O R A N D U M

TO: Frank Abbate, County Manager

RE: Item J.2., Valkaria Airport Board Policy BCC-79, and Airport Controlling Documents, Rates, and Fees

The Board of County Commissioners, in regular session on December 4, 2018, approved revisions to Board Policy BCC-79, Valkaria Airport Rules (X59) Rules and Regulations; and approved the Airport Controlling Documents, Rates, and Fees, amending Exhibit A to reflect Hangar Rates, as follows:

Large Hangar	\$1,166.84
Medium Hangar	\$ 552.97
Standard T-Hangar	\$ 276.48
Half T-Hangar	\$ 138.24

The Board further directed staff to re-examine these numbers in six months to see where the Airport is sitting financially. Enclosed is the fully-executed Policy.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Valkaria Airport Manager
Finance
Budget



BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER: BCC-79
CANCELS: 11/10/2009
APPROVED: 12/4/2018
ORIGINATOR: Valkaria Airport
REVIEW: 12/4/2021

TITLE: VALKARIA AIRPORT (X59) RULES & REGULATIONS

1. OBJECTIVE

Pursuant to Chapter 18, Brevard County Code of Ordinances, this document prescribes the Rules and Regulations for users of Valkaria Airport, owned and operated by the Brevard County Board of County Commissioners. Prudent and proper administration requires that rules and regulations establishing the minimum acceptable conduct for Airport users be adopted. In addition to these Airport Rules and Regulations, additional documents such as the Valkaria Airport Rates and Charges, and Airport Minimum Standards serve to provide direction for users of the airport. The requirement to impose such rules and regulations is in the public interest. Among other benefits, this requirement provides protection from irresponsible and/or unsafe operations.

- a. **Applicability** - These Rules and Regulations apply to any Person or Entity utilizing the Airport.
- b. **Violations, Penalties and Procedures** - If the Airport Manager or designee determines that any of these Rules and Regulations has been violated, and that he or she cannot resolve the matter satisfactorily by notice to, and discussion with the offending party, the Assistant County Manager or designee may take formal action against the offending party. Such action may include, but is not limited to, reprimand, suspension of airport privileges, or revocation of the party's lease and/or right to utilize the Airport.
- c. **Replacement of Existing Rules and Regulations** - These rules and regulations are a replacement for those in effect immediately prior as approved on November 10, 2009. On or after the Effective Date of these Rules and Regulations, any reference to such prior rules and regulations shall be deemed to be a reference to these Rules and Regulations.
- d. **Right to Amend Standards** - The County reserves the right to adopt such amendments to these Rules and Regulations from time to time as it determines are necessary or desirable to reflect current trends of airport activity for the benefit of the public or operation of the Airport.
- e. **Effective Date and Document Attachments** - These Rules and Regulations and attachments shall become effective immediately upon approval by the Board of County Commissioners of Brevard County.

2. DEFINITIONS AND REFERENCES

This policy is adopted pursuant to the authority vested in the Brevard County Board of County Commissioners as owner and sponsor of the Valkaria Airport, and consistent with the September 8, 1958 Quitclaim Deed of the Airport from the United States of America to Brevard County, Fl. and other applicable laws and rules as stated herein.

a. Other Laws

Air traffic rules promulgated by and under the authority of the laws of the United States shall be deemed a controlling part of these Rules and Regulations, whether the aircraft is engaged in a commercial or non-commercial activity, or in foreign, intrastate or interstate navigation or flight, and whether the aircraft is registered or flying in a civil airway. All laws and regulations pursuant thereto, governing the operations of

aircraft now or hereinafter enacted by Congress or promulgated pursuant to its authority, are hereby adopted by reference and are made a part hereof, and are declared applicable to the Airport as if the same were completely set forth in these Rules and Regulations, and these Rules and Regulations shall be deemed supplemental and additional thereto, and in aid thereof. If any provision of these Rules and Regulations or any other rules, resolutions or ordinances of the County or any regulations promulgated under such rules, resolutions, or ordinances shall be repugnant to such federal law or regulation, such federal law or regulation shall be controlling. The County retains the right, however, to set and require more restrictive criteria. All other laws of the United States and of the State and all ordinances of the County, and all rules and regulations promulgated under any of the foregoing pertinent to the operation of the Airport are made a part of these Rules and Regulations and are declared applicable on the Airport as if the same were fully set forth herein.

3. Definitions

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

Abandon: means to forsake, desert, give up and/or surrender one's claim or right, license, use, or privilege.

Adjustment Date: means the first day of October, so long as this document remains in effect.

Aeronautical Activity: as defined by FAA Order 5190.6B and any subsequent amendment as any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. It includes, but is not limited to: 1) air taxi and charter operations; 2) scheduled or nonscheduled air carrier services; 3) pilot training; 4) aircraft rental and sightseeing; 5) aerial photography; 6) crop-dusting; 7) aerial advertising and surveying; 8) aircraft sales and service; 9) aircraft storage; 10) sale of aviation petroleum products; 11) repair and maintenance of aircraft; 12) sale of aircraft parts; 13) parachute activity; 14) ultralight activities; 15) sport pilot activities; and 16) military flight operations.

Aeronautical Services: means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport by a person who has a Lease or Agreement from the Airport to provide such services.

Aeronautical Use: means 1) storage of active aircraft; 2) final assembly of aircraft under construction; 3) non-commercial construction of amateur-built or kit-built aircraft; 4) non-commercial maintenance, repair, or refurbishment of aircraft, but not indefinite storage or non-operational aircraft; 5) storage of aircraft handling equipment, e.g., tow bars, glider tow equipment, workbenches and tools, and materials used in the servicing, maintenance, repair, or outfitting of aircraft.

Agreement: a negotiated and legally binding arrangement between parties.

Aircraft: means a device that is used or intended to be used for flight in the air, including, but not limited to: an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, UAV, or remotely-piloted vehicle.

Airport: means Valkaria Airport, Identifier X59.

Airport Layout Plan: means the current Airport Layout Plan and each of its elements as approved by the FAA.

Airport Manager: means the person duly appointed by the governing body of the Board of County Commissioners of Brevard County, Florida as the "Manager of the Airport" and the "Manager's Designee."

Airport Master Plan: means the Valkaria Airport Master Plan (AMP) as approved by the Board of County Commissioners of Brevard County, Florida.

Aircraft Movement Area (AMA): means the runways, taxiways and other areas of the Airport that are utilized for taxiing, takeoff, and landing of Aircraft.

Air Operations Area (AOA): means all Airport areas where Aircraft can operate, either under their own power or while in tow. The AOA includes runways, taxiways, and apron areas.

Airport Rules and Regulations: means the Brevard County Policy BCC-79 Rules and Regulations for Valkaria Airport (X59), Minimum Standards, and the Rates and Charges Adjustment Plan (RCAP), or any amendments thereto, attached and incorporated herein.

Airworthy: means an aircraft that can be flown in full accordance with Federal Aviation Regulations.

Apron or Ramp: means those areas of the Airport within the AOA designated for loading, unloading, servicing, or parking operational Aircraft.

Authorized Area: means a specified location, approved by the Airport Manager, as accessible to authorized persons only.

Authorized User: means a Qualified Aeronautical User who is expressly identified in Attachment C of Lease documents as being approved by Tenant as someone who may access or use the Premises for aeronautical purposes without being accompanied by Tenant. An Authorized User is limited to the following persons: 1) Aircraft co-owner named on FAA registration documents; 2) a named member of Tenant's immediate family; or 3) a single individual, only if a Qualified Aeronautical User as named in Attachment "C", whom Tenant desires to have independent access to and use of Premises.

AWOS: means Automated Weather Observing System; a fully configurable Airport weather system that provides continuous, real time information and reports on Airport weather conditions.

Base Index: means the CPI for the month of June in the year prior to the then current Adjustment Date. For example, for the first Adjustment Date the Base Index shall mean the CPI for the previous month of June.

BOCC: means Brevard County Board of County Commissioners, a political subdivision of the State of Florida.

Code: means the code of laws of any Local, State, or Federal Agency, as may be amended from time-to-time.

Commencement Date: means the date upon which Tenant takes physical possession of the leased Premises.

Commercial Activity: means any activity conducted with intent to profit, whether resulting in a profit, loss or gain, including fundraising.

Commercial Aeronautical Activity: means any Aeronautical Activity intended to secure earnings, income, compensation, or profit, whether such objectives are accomplished.

Common Access Area: means that area of the Airport designated by the Airport Manager, which is outside the AOA, for common and non-exclusive use outside the Airport perimeter fence, by persons authorized to have public access and use of the Airport, and includes without limitations, the parking areas and roadways.

Co-Owner: means an individual named on FAA aircraft registration.

County: means the Board of County Commissioners of Brevard County, Florida or its designee.

CPI: means the Consumer Price Index when used for the calculation of adjustment of Lease amount and will be obtained from the Department of Labor website in July of each year, or per individual Lease terms.

CTAF: means the Common Traffic Advisory Frequency for the Airport.

Days: means calendar days including weekends and all holidays.

Derelict Aircraft: means any aircraft that is not in a flyable condition or cannot reasonably be made flyable within six (6) months, does not have a valid airworthiness certificate and/or registration issued by the Federal Aviation Administration and is not in the process of being actively repaired. Active repair shall not exceed six (6) months.

Designated Aircraft: means every Aircraft that is both: 1) stored on the Premises; and 2) expressly and separately identified as a Designated Aircraft in Attachment "A" of Lease documents.

Directive: means ministerial instructions and guidance serving to govern and direction operational matters. Directives can be used for both internal and external guidance. All Directives will be approved by the Airport Manager.

Employee: means an individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied, and has recognized rights and duties. Also called worker.

Entity: means a person, persons, firm, partnership, Limited Liability Corporation, unincorporated proprietorship, association, or group.

FAA: means the Federal Aviation Administration.

FAR: means Federal Aviation Regulation.

FBO/SASO: means aviation businesses or Fixed Base Operators/Specialized Aviation Services Operations and are duly licensed and authorized by written Agreement with the Airport owner to provide aeronautical activities and services at the Airport under strict compliance with such Agreement and pursuant to the Airport's Minimum Standards.

Fire Department: means that Fire Department having jurisdiction over the Airport.

Fire Extinguisher: means a portable, manually-operated, regularly inspected and maintained unit, utilizing extinguishing agents that are expelled under pressure.

Flammable Liquids: means a liquid that is combustible and can burn or cause a flame.

Flying Club: means a non-profit or not-for-profit entity (e.g., a corporation, association, or partnership) organized for the express purpose of providing its members with Aircraft for their personal use and enjoyment. Per FAA Order 5190.6B: 1) the ownership of Flying Club Aircraft must be vested in the name of the Flying Club, or owned by all its members and the property rights of the members of the Flying Club shall be equal; 2) 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; 3) Flying Clubs may not offer or conduct Aircraft rental operations; 4) only members of the Flying Club may operate the Aircraft.

Franchise: means a written, negotiated contractual Agreement between the Airport, or BOCC and an Entity which is enforceable by law. Wherein said Agreement grants a concession or otherwise authorizes the conduct of certain aeronautical services or activities.

Fuel: means the aviation petroleum product used to operate piston or jet turbine engines.

Fuel Operations: means the dispensing of aviation fuel directly into Aircraft or dispensing the same from a separate medium such as a fuel truck or self-fueling facility.

Gross Weight: means the maximum allowable gross landing weight of Aircraft as determined by the FAA or other governmental agency having jurisdiction to define gross weight in the respective context.

Helicopter: means a rotorcraft that, for its horizontal motion depends principally on its engine-driven rotors.

Improvements: means all buildings, structures, and facilities. Improvement may include pavement, fencing, signs, and landscaping that is constructed, installed, or placed on, under, or above any leased area.

Invited Guest: means an individual, not an Authorized User, commercial aviation operator, or other person authorized under the Airport Rules and Regulations, and the Airport Minimum Standards who is invited by the Tenant to enter the Premises while accompanied and escorted on and off the Airport property by the Tenant. Invited Guest shall always remain within twenty-five (25) feet and within line-of-sight of Tenant while on Airport property. Tenant shall be allowed no more than eight (8) Invited Guests at one time.

Law Enforcement Agency: means any law enforcement agency having jurisdiction over the Airport.

Lease: means a contract between the Airport owner/operator and an Entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The Lease must be in writing, executed by both parties, and enforceable by law.

Maintenance: means the inspection, overhaul, repair, preservation, and replacement of parts of an Aircraft, excluding preventive maintenance.

Minimum Standards: means the standards which are established by the Airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

Motor Vehicle: means a self-propelled device in, upon or by which a person or property may be transported, carried, or otherwise moved from point-to-point except Aircraft or devices moved exclusively upon stationary rails or tracks.

Movement Area: means runways, taxiways, and other areas of the Airport which are used for taxiing, hover-taxiing, air-taxiing, take-off, or landing of Aircraft, exclusive of loading ramps and Aircraft parking areas.

NFPA: means the National Fire Protection Association.

NOTAM: means a Notice to Airmen published by the FAA.

Non-Profit: means activities undertaken for philanthropic, religious, charitable, benevolent, humane, public-interest, or similar purpose.

Operator: means both commercial and non-commercial operators.

Ownership Interest: means the ownership of an Aircraft with the authority to control and dispose of the Aircraft, rather than a leasehold interest.

Park: means to put, or leave, or let a Motor Vehicle, or Aircraft stand, or stop in any location whether the operator thereof leaves or remains in such vehicle or Aircraft when such standing or stopping is not required by traffic controls or by conditions beyond the control of the operator.

Permit: means Leases, space-use permits, special event permits, concession agreements, landing fee agreements, or other written grants of permission authorized by the Board of County Commissioners to use the Airport, or part thereof, for the conduct of commercial activity or non-commercial activity not otherwise authorized in a Lease Agreement.

Person: means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and includes any trustee, receiver assignee, or similar legal representative thereof.

Policy: means a general principle or plan by which the BOCC is guided in its management or public affairs. The BOCC will approve all policies.

Possessory Interest: means an immediate right of possession and control, for the sole purpose of aircraft maintenance, not to exceed a period of six (6) months.

Preventive Maintenance: means a simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations as delineated in Code of Federal Regulations (CFR) Title 14 Part 43.

Private Vehicle: means a vehicle transporting individual(s) or property for which no charge is paid directly or indirectly by the passenger(s) or by any other individual(s) or Entities.

Public Areas: means a specified location maintained or planned for community use to the extent of activities that are allowed as any "community use."

Public Parking Facilities: means all vehicle parking facilities provided for the public at the Airport outside of the Air Operations Area (AOA).

Qualified Aeronautical User: means an individual who is in possession of a current government-issued pilot certificate, requisite medical certificate, and a valid government-issued photo identification, and if pilot certificate is not current, individual is under supervision of a current, certified instructor/examiner in the process of a biennial flight review for currency.

Ramp: See Apron.

Restricted Area: means any area of the Airport inside the fenced portion of the Airport property, for the purpose of restricting entry.

Rotorcraft: means a heavier-than-air Aircraft that depends principally for its support in-flight on the lift generated by one or more rotors.

Runway: means a restricted area used solely for take-off and landing of Aircraft.

Special Event Permit: As defined in **Section 14 – Valkaria Airport Rules and Regulations.**

Sponsor: means a local, municipal or state government body or a private Entity obligated to the federal government to comply with the assurances contained in grant agreements or property conveyance instruments.

Taxi-Lane or Taxiway: means those portions of the AOA authorized or designated in the Valkaria Airport Master Plan (AMP), and Airport Layout Plan (ALP), for the surface maneuvering of Aircraft.

Tenant: means the Entity named herein and who executes a Lease or Agreement with the BOCC.

Tie-Down: means to secure an Aircraft to the ground or paved surface by means of rope or chain devices to prevent movement.

Touch-and-Go: means an operation by an Aircraft that lands and departs on a Runway without stopping or exiting the Runway.

Transient Aircraft: means an Aircraft not using the Airport as its permanent base of operations.

Ultralight Aircraft: means an Aircraft as defined in FAR Part 103.

Unicom: means the Universal Communications Frequency.

Variable Index: means the CPI for the month of June prior to the then current Adjustment Date.

Weapon: means any dirk, knife, metallic knuckles, slingshot, billie, tear-gas gun, chemical weapon or device, gun, blackjack, any explosive device or other deadly weapon or substantiating instrument that can be utilized to coerce, intimidate, or injure an individual.

4. GENERAL REGULATIONS

a. Compliance with Rules and Regulations.

- i. The Airport Manager or designated representative has authority to take such action as may be necessary to safeguard the public in attendance at the Airport and facilities. All persons employed on or using the Airport shall cooperate with the Airport Manager or designated representatives responsible for enforcing these Rules and Regulations.
- ii. Any permission granted by the County, directly or indirectly, expressly, or by implication or otherwise, to any person to enter or to use the Airport or any part thereof, is conditioned upon strict compliance with the Rules and Regulations of the County.
- iii. Any permission granted by the County under these Rules and Regulations is conditioned upon the payment of all applicable fees and charges established by the County.

5. COMMERCIAL ACTIVITY

No business shall occupy or rent space for the purpose of conducting any commercial activity, enterprise or other form of revenue producing activity without first obtaining a Commercial Lease, Special Event Permit, or other written authorization from the county.

6. LIABILITY

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

7. ADVERTISING AND DISPLAY / COMMERCIAL SPEECH

No person shall, for any commercial purpose, post, distribute, or display signs, advertisements, circulars, pictures, sketches, drawings, or engage in other forms of commercial speech, or airport activities, without first obtaining a Commercial Lease, Special Event Permit, or other written authorization, and paying a fee in accordance with the Rates and Charges Adjustment Plan.

8. OBSTRUCTION OF AIRPORT USE AND OPERATIONS AREAS

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

9. RESTRICTED AREAS AND AIR OPERATIONS AREA

- a. Except as otherwise provided herein, no person may, without prior written authorization of the County, enter the AOA or any Restricted Area on the Airport, except:
 - i. Airport Staff;
 - ii. Licensee, Tenant, Authorized User, or Invited Guest (as defined in this document);
 - iii. Passengers arriving at or imminently departing from the Airport may enter the Aircraft Apron for the purpose of enplaning or deplaning an aircraft.
 - iv. Students who hold a valid Student Pilot Certificate and are engaged in operation of an aircraft, and are under direct supervision of a certified flight instructor;
 - v. Aircraft occupants engaged in the refueling process;
 - vi. Any Entity accompanied by Airport Staff;
 - vii. Verified Contractor(s) or construction individuals working on an active Airport project.
- b. The security of vehicle gates, doors, fences, walls and barricades leading from a Tenant or Lessee, or Contractor's use area, to or from the AOA, or any other Restricted Area, shall be the responsibility of the Licensee, Tenant, or Contractor abutting the AOA.
- c. No person shall walk or drive across the AMA without permission from the Airport Manager.

10. PICKETING, MARCHING AND DEMONSTRATION

Airports have special safety considerations. No person or entity has any right to conduct any of the following activities except to the extent and at the specified places as authorized in writing by the Airport Manager or designee. No person shall walk in a picket line as a picketer or take part in any form of demonstration including, but not limited to, parades, marches, patrols, sit-ins and public assemblies on any part of the Airport, except in or at the place specifically assigned by means of prior arrangements in writing by the County for such picketing or other permitted demonstration and any such picketing or demonstration shall be conducted as follows:

- a. In the peaceful and orderly manner contemplated by law, without physical harm, molestation, threat, or harassment of any person without obscenities, any violence, any breach of the peace, or other unlawful conduct whatsoever.
- b. Without obstructing the use of the Airport by others and without hindrance to or interference with the proper, safe, orderly and efficient operation of the Airport and activities conducted thereupon.
- c. In strict accordance with the County policies governing such activities on County Property and pursuant to directions and conditions outlined in writing by the Airport Manager in each instance.

11. INSURANCE CERTIFICATES

- a. Referring to required, applicable insurance as defined in Attachment B of any lease, Insurance Requirements, a valid certificate of insurance, or a true copy of such, shall be delivered to the Airport Manager by each Tenant holding a written Lease Agreement, Contract, and/or Permit executed with or from the County.
- b. A valid certificate of insurance shall also be delivered to the Airport Manager by any contractor, subcontractor, sub-subcontractor, material man, supplier, laborer and/or construction company or other form or entity functioning on or in the respective Airport property. All policies shall name through the endorsement, Brevard County as Additional Insured.

12. DAMAGE INSPECTION

- a. All accidents or incidents that occur at the Airport shall be reported to the Airport Manager immediately. If any Airport facilities, or any Aircraft are involved in an accident or incident, a damage inspection report shall be made to the Airport Manager within 48 hours to determine the extent of damages to aircraft, vehicles, field, facilities, buildings, or any other structure or portion of the Airport property. Damages so sustained will be assessed by the Airport Manager as a claim against the owner or operator of the aircraft, vehicle, or operator as may be appropriate in each specific instance.
- b. Any damage by Licensee, Tenant, Authorized User, Owner or Operator of an Aircraft, including Student Pilot, Prospective Tenant, Passengers, or any other individual on Airport Property is required to notify the Airport Manager of such damage immediately. Non-compliance in required reporting to the National Transportation Safety Board (NTSB), Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), or Airport Manager shall be grounds for immediate termination of any license or lease, loss of airport privileges, and shall result in reporting to local law enforcement.

13. ACCIDENT REPORTS

- a. Any person involved in any accident or incident, whether personal, aircraft, or automotive, or otherwise occurring anywhere on the Airport property, shall make a full report to the Airport Manager as soon as possible after the accident, but no later than 48 hours. The report shall include, but is not limited to, the names and addresses of all principals and witnesses if known, and a detailed statement of facts and circumstances.
- b. Non-compliance in required reporting to the NTSB, FAA, FDOT, or Airport Manager shall be grounds for immediate termination of any license or lease, loss of airport privileges, and shall result in reporting of damage to local law enforcement.
- c. UNDER NO CIRCUMSTANCES ARE AIRCRAFT INVOLVED IN AN ACCIDENT OR INCIDENT ALLOWED TO BE MOVED WITHOUT PRIOR APPROVAL FROM THE AIRPORT MANAGER OR DESIGNEE.

14. NON-AERONAUTICAL STORAGE

- a. The Federal Aviation Administration has a policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Under the FAA's policy, an Airport's grant assurance obligations require that its aeronautical facilities be used or be available for use for aeronautical activities. The FAA also recognizes that storage of some items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. Per Order 5190.6B, the FAA has stated: "*non-aviation storage in a hangar may not interfere with movement of aircraft in or out of the hangar or impede access to other aeronautical contents of the hangar.*" Stored non-aeronautical items would be considered to interfere with aviation use if they:
 - i. Impede the movement of the aircraft in and out of the hangar;
 - ii. Displace the aeronautical contents of the hangar;
 - iii. Impede access to aircraft or other aeronautical contents of the hangar;

- iv. Are used for the conduct of non-aeronautical business; or
 - v. Are stored in violation of airport rules and regulations, lease provisions, building codes, or local ordinances.
- b. Unless otherwise provided for by lease, or other agreement, or permit, no person shall use any area of the Airport, including buildings, either privately owned or publicly owned, for any storage of cargo or any other property or equipment. If a person, firm, business, or corporation, organization, club, or any entity other than a tenant with a valid lease, seeks authority to use and portion of the Airport for storage, it must first obtain written permission from the Airport Manager. If, notwithstanding this prohibition, a person, firm, business, corporation, organization, club, or any entity uses the Airport for storage without first obtaining such permission, the Airport Manager or designee shall have the authority to order the cargo or any other property removed, or to cause the same to be removed and stored at the expense of the owner or consignee without any responsibility or liability there for. Non-compliance is grounds for lease termination.

15. SPECIAL EVENTS

A Special Event Permit is required when: 1) The proposed activity has an anticipated attendance of 50 or more individuals; 2) The proposed activity includes amplified music; 3) The proposed non-aeronautical activity takes place on the AOA; or 4) The proposed activity involves commercial activity not otherwise authorized through a lease or license agreement. The Airport Manager has the authority to approve Special Events at the Airport and to prohibit other activities at the Airport. The Airport Manager is authorized to post designated areas when in his or her discretion such a posting is appropriate.

16. SPECIAL EVENT APPROVAL

- a. The Airport Manager shall issue a Special Event Permit when all of the following conditions are met:
 - i. The application fee AND special event fee AND deposit (if applicable) have been paid in full;
 - ii. The desired area has not been reserved for other use at the time requested;
 - iii. The applicant has provided current photo identification;
 - iv. The applicant is in full compliance with all applicable laws, ordinances, rules and regulations, permitting and licensing requirements, including all Federal Aviation Regulations pertaining to such an event. Any non-aeronautical event located on the AOA requires prior approval from the FAA via the airport sponsor;
 - v. The applicant has provided current proof of public insurance as required by the County Risk Manager.
 - vi. The applicant has provided a plan and/or payment for security personnel
 - vii. The proposed activity or activities will take place in a location suitable for such activity;
 - viii. The applicant has agreed to indemnify and hold the County harmless by completing and signing the "Hold Harmless" agreement.
- b. The Airport Manager shall deny a Special Event Permit if any of the above conditions are not met. In addition, the Airport Manager shall deny a Special Event Permit if the proposed activity will pose a risk of runway incursion, or an activity in a location on Airport Premises which could pose a security threat, or damage to a Licensee's, Tenants' aircraft, both tied-down and hangered. Denial of a Special Event Permit based on any of the above criteria shall be understood to protect the public as well as Airport Tenants, the Airport, and the County.
- c. All special events shall require a completed security plan.
- d. The Airport Manager shall notify the applicant within ten (10) days of receipt of an application, excluding weekends and holidays, whether the Special Event Permit request is granted or denied. If FAA approval is required, the Airport Manager shall notify the applicant within ten (10) days of receipt of FAA decision. If the Special Event Permit is denied, reason(s) for denial shall be stated in a written document.
- e. The Airport Manager shall have the authority to revoke a permit upon finding a violation of any rule, or regulation, or a material misrepresentation.

- f. The applicant may appeal the refusal of a permit or permit revocation to the Assistant County Manager within five days after notification of such refusal by filing a written notice. However, the denial of a permit may not be appealed if the basis for the denial is: 1) the Airport, or applicable portion thereof, was previously reserved; 2) due to a prior or current material misrepresentation of the applicant; or 3) the application was rejected by Federal, State, or local authority; 4) Applicant has previously lost airport privileges or had a lease terminated for cause.

17. PERSONAL CONDUCT

- a. No individual shall commit any disorderly, obscene, or indecent act, or commit any nuisance, or abandon any property.
- b. No individual shall throw, shoot, or propel any object in such a manner as to interfere with or endanger the safe operation of any aircraft taking off from, landing at, or operating on the Airport, or any vehicle on the Airport.
- c. No person, firm, business, or corporation, organization, club, or any entity shall knowingly or willfully make any false statement or report to the County or any authorized representative of the County.
- d. All individuals shall observe and obey all posted signs, fences, and barricades governing activities and/or demeanor of the respective individual while at the Airport.

18. USE AND ENJOYMENT OF AIRPORT PREMISES

- a. No individual singularly or in association with others shall by his, her, or their conduct or by congregating with others, prevent any other individual(s) lawfully entitled thereto from the use and enjoyment of the Airport and its facilities or any part thereof, or prevent any other individual(s) lawfully entitled thereto from free and unobstructed passage from place to place, or through entrances, exits or passageways on the Airport.
- b. No individual shall operate any non-aircraft vehicle(s) on any AOA surface without prior written approval from Airport Management except as in accordance with an airport lease.
- c. It shall be unlawful for any individual to remain in or on any public area, place, or facility at the Airport, in such a manner as to hinder or impede the orderly passage in or through the normal or customary use of such area, place, or facility by individuals or vehicles entitled to such passage or use.

19. ENVIRONMENTAL POLLUTION & SANITATION

To the maximum extent possible, each individual or entity while on Airport property shall limit activities thereon in such a manner as not to cause littering or any other form of environmental pollution.

- a. No entity shall dispose of garbage, papers, refuse, or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.
- b. No person shall dispose of any fill or building materials or any other discarded or waste materials on Airport property except as approved in writing by the County designee
- c. No liquids with the exception of water, shall be placed in storm drains or the sanitary sewer system at the Airport.
- d. Restrooms located in Hangars are for Tenants, Authorized Users, and Invited Guests only.
- e. No person shall use a comfort station or restroom toilet or lavatory facility at the Airport other than in a clean and sanitary manner.
- f. Any solid or liquid material which may be spilled at the Airport shall immediately be cleaned up by the person responsible for such spillage and reported immediately to the Airport Manager and in no case shall any refuse be burned at the Airport except as specifically authorized by the Airport Manager.
- g. No person shall unnecessarily, or unreasonably, or in violation of law, cause any smoke, dust, fumes, gaseous matter, or particulate to be emitted into the atmosphere or be carried by the atmosphere. This restriction is not intended to forbid normal emissions from internal combustion engines, or particulates produced by jet aircraft, nor emission of smoke from cigarettes, cigars, and pipes.
- h. Any person discarding chemicals, paints, oils, or any products which may not be discarded in a routine manner will adhere to all applicable State, Local, and Federal laws and regulations.

20. ANIMALS

- a. Except for animals that are to be or have been transported by air and are properly confined for air travel, no person shall permit any animal under his or her control or custody to enter the Airport unless in a suitable container, on a leash, or in direct control of an adult/owner. Regardless of this provision, animals shall be allowed to the extent mandated by applicable law, including "service animals" pursuant to the Americans with Disabilities Act.
- b. No person other than in conduct of an official act shall intentionally hunt, pursue, trap, catch, injure, or kill any animal on the Airport.
- c. No person other than in the conduct of an official act shall feed or do any other act to encourage the congregation of birds, alligators, or other animals on the Airport.

21. FIREARMS AND WEAPONS

With the exception of Airport Staff, pursuant to Brevard County Policy BCC-05 no person except for those persons to the extent authorized by Federal Law and/or Florida Statutes (F.S.), may carry or transport any firearm, or weapon on the Airport except when such firearm or weapon is properly encased for shipment or is part of a survival kit and is properly packed with such items. The County reserves the right to restrict the carrying of firearms and weapons on Airport Property.

- a. For the purpose of this section, a firearm means: i) any weapon, including a starter gun, which will, or is designed to, or may readily be converted to expel a projectile by the action of an explosive other than flare guns, ii) any firearm muffler, or firearm silencer, or iii) any destructive device.
- b. For the purpose of this section a weapon shall mean any dirk, knife, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, gun, blackjack, any explosive device, or other deadly weapon or substantiating instrument that can be utilized to coerce, intimidate, or injure an individual as defined by Federal, State, or Local Law.
- c. No person shall discharge any firearm or weapon on the Airport without written authorization from airport management.
- d. No person shall furnish, give, sell, or trade any firearm or weapon on the Airport without prior written authorization from the County. No such activity shall be favored, and no such permission shall be granted without a showing of good cause to do so.

22. PRESERVATION OF PROPERTY

No person other than in the conduct of an official act may destroy, injure, deface, or disturb any building, sign, fence, equipment, marker, tree, flower, lawn, or other structure, and/or other tangible Airport Property.

- a. Except as otherwise provided herein, no person other than in the conduct of an official act shall travel upon the Airport other than on roads, walks, or other marked rights-of-way provided for such specific purpose.
- b. No person shall alter, add to, or erect any buildings on the Airport or make any excavation on the Airport without prior expressed written approval from the Board of County Commissioners or designee or to the extent such permission can be authorized by the designee.
- c. Any person causing or being responsible for injury, destruction, damage, or disturbance at the Airport shall immediately report such incident to the Airport Manager.
- d. Non-compliance in required reporting to the NTSB, FAA, FDOT, or Airport Manager shall be grounds for immediate termination of any license or lease and shall result in reporting of damage to local law enforcement.

23. ALCOHOLIC BEVERAGES AND CONTROLLED SUBSTANCES

- a. No person under the influence of any substance, which shall include but is not limited to: liquor, including beer and wine, narcotic drugs, including prescription drugs, or any chemical substance, or controlled substance that results in impairment of normal faculties shall operate any motor vehicle or aircraft of any type at the Airport.

- b. The consumption of alcoholic beverages on Airport property is highly discouraged except for those areas as may be designated by the County for the sale and/or consumption of alcoholic beverages.

24. FIRE AND SAFETY

- a. All persons using the Airport or any facilities at the Airport shall exercise the utmost care to guard against fire and injury to person and/or property.
- b. All applicable codes, standards and recommended practices of Federal, State, or Local agencies now in existence of hereafter promulgated and not in conflict herewith, or not in conflict with Federal Aviation Regulations, are hereby adopted by reference as part of the Rules and Regulations of this Airport.

25. FUELING OPERATIONS

- a. **Aircraft Engines:**
 - i. No aircraft shall be fueled or de-fueled with any fuel other than Jet A while one or more of its engines are running or the aircraft is being warmed by external heat, except in an emergency.
 - ii. No person shall start the engine of an aircraft if there is any gasoline or other volatile fluid on the ground or otherwise within the vicinity of the aircraft and starting the engine could ignite such fuel.
- b. **Distance from Buildings:**
 - i. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than fifty (50) feet from any hangar, or building.
 - ii. Fuel trucks, whether loaded or empty, shall never be in hangars, nor be parked unattended within a distance of less than fifty (50) feet from hangars, paint and dope shops, fuel storage systems, or any other building or structure where any individual may be present therein.
- c. **Spillage of Fuel:**
 - i. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids, or contaminants of any kind shall be allowed to flow into or be placed in any Airport sanitary or storm drain system.
 - ii. Any persons, including the owner or operators of aircraft, causing overflowing or spilling of fuel, oil, grease, or other contaminants anywhere on the Airport, shall be responsible for expeditious notification to the Airport Manager of said spillage and will be held responsible for immediate clean-up of the affected area. When fuel spills occur, fueling shall stop immediately.
 - iii. In the event of spillage, fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted.
- d. **Passengers:**
 - i. No aircraft shall be fueled or de-fueled while any person is on board.
- e. **Static Bonding:**
 - i. Prior to fueling of aircraft, the aircraft and the transfer fuel apparatus shall be adequately bonded or grounded as specified herein below.
 - ii. Prior to making any fueling connection to the aircraft, the fueling equipment shall be physically bonded or grounded to the aircraft being fueled by use of a cable, thus providing a conductive path to equalize the potential between the fueling equipment and the aircraft. The bond or ground shall be maintained until fueling connections have been removed.
 - iii. When fueling over a wing, the nozzle shall be bonded or grounded with a nozzle bond or ground cable having a clip or plug to a metallic component of the aircraft that is metallically connected to the tank filler port. The bond or ground connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the potential between the nozzle and filler port. The spout shall be kept in contact with the filler neck until fueling is completed.
 - iv. When a funnel is used in aircraft fueling, it shall be kept in contact with the filler neck and the fueling nozzle spout or the supply container to avoid the possibility of a spark at the fill opening. Only metal funnels shall be used.
 - v. Each hose, funnel, or apparatus used in fueling or de-fueling aircraft shall be maintained in good condition and must be properly bonded to prevent ignition of volatile liquids.

- f. **Positioning of Equipment for Fueling**
 - i. Aircraft fuel servicing vehicles shall be positioned so that they can be moved promptly after all aircraft fuel hoses have been disconnected and stowed.
 - ii. The drive engine of the fuel pump of the aircraft fuel servicing vehicles shall not be positioned under the wing of aircraft during over wing fueling or where aircraft fuel system vents are located on the upper wind surface. Aircraft fuel servicing vehicles shall not be positioned within a 10-foot (3 meters) radius of aircraft fuel system vent opening.
 - iii. Hand brakes shall be set on fuel servicing vehicles before operators leave the vehicle cab.
 - iv. No fueling vehicle shall be backed up within twenty (20) feet of an aircraft unless a person is posted to assist or guide the movement of that fueling vehicle or fueling object.
- g. **Fire While Fueling**
 - i. When a fire occurs in a fuel delivery device while servicing an aircraft, fueling shall be discontinued immediately and all emergency valves and dome covers shall be shut down at once and the Fire Department and the Airport Manager shall be notified immediately.
- h. **Operation of Fuel Tenders on Runways and Taxiways**
 - i. No fuel vehicle designed for or employed in the transportation of fuel shall be operated on a taxiway or runway at any time without the express prior permission from the Airport Manager to operate that vehicle in that place at that time.
- i. **Fire Extinguishers**
 - i. No person shall engage in aircraft fueling or de-fueling operations without adequate and fully functioning fire extinguishing equipment being present and being readily accessible at the points of fueling. All fire extinguishing equipment shall be recertified annually and all persons shall be trained in the use of the equipment and recertified annually.
- j. **Use of Radio, Radar, and Electrical Systems**
 - i. No person shall operate a radio transmitter or receiver or switch electrical appliances on or off in an aircraft while the aircraft is being fueled or being de-fueled.
- k. **Thunderstorm Activity**
 - i. Fueling or de-fueling operations shall not be conducted during periods of thunderstorm activity on or in the vicinity of the Airport.

26. FUEL FARMS AND BULK FUEL INSTALLATIONS

- a. SMOKING is prohibited within one-hundred (100) feet or less of a fuel farm or a bulk fuel installation.
- b. Fire extinguishers shall always be maintained in an accessible position, and in an operable condition with a then un-expired certification date.
- c. No fuel or fuel-transporting vehicle shall be left unattended during loading or unloading of fuel at a fuel farm or bulk installation.
- d. All fuel farms and bulk fuel installations shall be operated under a quality control, maintenance, and inspection program of a licensed and bonded fuel supplier, or the State of Florida.

27. FUEL TRANSPORTING VEHICLES

- a. Each tank vehicle shall be conspicuously marked on both sides and rear of the cargo tank with the word: "FLAMMABLE," "NO SMOKING" and shall specify fuel type, e.g., "JET A."
- b. Emergency operating devices on all fuel tank vehicles shall be conspicuously marked "EMERGENCY SHUT-OFF."
- c. The propulsion and pumping engine on all fuel tank vehicles shall have safeguards to reduce ignition sources to a minimum.
- d. The carburetor on all fuel tank vehicles shall be fitted with an approved back-flash indicator.
- e. The wiring on all fuel tank vehicles shall be adequately insulated and fastened to eliminate chafing and affixed to terminal connections by tight-fitting snap or screw connections with rubber or similar insulating and shielding covers and molded boots.
- f. Two fire extinguishers should be conspicuously apparent on all tank vehicles.

- g. Each hose, funnel, or apparatus on a fuel truck used in fueling or de-fueling aircraft shall be maintained in good condition.
- h. Maintenance and testing of aircraft fueling systems shall be conducted under controlled conditions and in accordance with National Fire Protection Association Guidelines.
- i. Fuel tank vehicles shall be stored and maintained outdoors in areas authorized by the Airport Manager.

28. SMOKING

Smoking or carrying lighted smoking materials or striking matches or other incendiary devices shall not be permitted anywhere inside the fenced portion of the Airport or AOA, nor within one-hundred (100) feet of parked aircraft, nor during fueling or de-fueling, nor during the loading or unloading of fuel tank trucks or tank car nor within one-hundred (100) feet of a flammable liquid spill, nor in any area on the Airport where smoking is prohibited by the County by means of posted signs, nor in any hangar, shop, or other building in which aircraft or flammable liquids are stored.

29. OPEN FLAME OPERATIONS

All repairing of aircraft requiring the use of open flames, spark-producing devices or the heating of parts above 500° Fahrenheit shall be done in the open or in an area conforming to the provisions of the building code for hazardous occupancy.

30. STORAGE OF MATERIALS

- a. No person, unless authorized by lease agreement or written permission from airport management, shall keep or store flammable material or equipment on airport property.
- b. Gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil or other flammable gases or liquids including those used in connection with the process of "doping" shall be stored in accordance with applicable law, federal, state, or county regulations.
- c. No person shall keep, transport, or store lubricating oils on the Airport except in containers and receptacles designed for such purposes and in areas specifically approved for such storage in compliance with the applicable law including FAA regulations.
- d. No person shall recharge a lithium battery inside of a hangar. Recharging of lithium batteries must be done outside of hangars and well away from any materials that could ignite.
- e. Storage of lead acid batteries is expressly prohibited unless properly installed in an aircraft.

31. HAZARDOUS MATERIALS

- a. No person shall, without prior permission from the Airport Manager, transport, handle, or store at, in, or upon the Airport, any cargo of explosives or other hazardous articles which is barred from loading in, or for transportation by Civil Aircraft in the United States under the current provisions of Regulations promulgated by the Department of Transportation, the Federal Aviation Administration, or by any other competent authority. Compliance with said regulations shall not constitute or be construed to constitute a waiver of the required notice or an implied permission to keep, transport, handle, or store such explosives or other dangerous articles at, in, or upon the Airport. Twenty-four hours' advance notice shall be given the Airport Manager or designee to investigate and clear any operation requiring a waiver of this rule.
- b. No person may offer, and no person may knowingly accept any hazardous article for shipment at the Airport unless the shipment is handled and stored in full compliance with the current provisions of the Federal Aviation Regulations.
- c. Any person engaged in transportation of hazardous articles shall have designated personnel at the Airport authorized and responsible for receiving and handling such shipments in compliance with the prescribed regulations.

- d. Any person engaged in the transportation of hazardous articles shall provide storage facilities which ensure against unauthorized access or exposure to persons and against damage to shipments while in the Airport.

32. MOTORIZED GROUND EQUIPMENT AROUND AIRCRAFT

- a. No person shall park motorized ground equipment near any aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the Aircraft in case of an emergency.
- b. Vehicle parking is prohibited on the aircraft apron.

33. AIRCRAFT ELECTRICAL AND ELECTRONIC SYSTEMS

Radio transmitters and similar equipment in aircraft shall not be tested or operated within a hangar with dynamotors running unless all parts of antenna system are at least one (1) foot removed from any other object. No aircraft shall be placed, at any time, so that any fabric-covered surface is within one (1) foot of an antenna system.

34. ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM

- a. Vapor or explosive-proof electrical equipment and lighting systems shall be exclusively used within hangars or maintenance shelters when required under NFPA standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
- b. All power operated equipment or electrical devices shall be shut-off when not in actual use.
- c. The aircraft electrical systems shall be de-energized on any aircraft upon which work is being done within any hangar or structure by disconnecting the battery or power source.

35. USE OF CLEANING FLUIDS

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

36. APRONS, BUILDINGS, AND EQUIPMENT

- a. All persons on the Airport shall keep all areas of the premises leased or used by them clean and free of oil, grease, and other flammable material. The floors of hangars and other buildings shall be kept clean and continuously kept free of rags, waste materials, or other trash or rubbish. Approved metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying space and kept clean at all times; and clothes lockers shall be constructed of metal or fire-resistant material. Only approved boxes, crates, paints, or varnish cans, bottles or containers shall be stored in or about a hangar or other buildings on the Airport.
- b. No person shall use flammable substances for cleaning hangars or other buildings on the Airport.
- c. No tenant, licensee, lessee, concessionaire, or other occupant or user of the Airport or facility at the Airport or agent thereof doing business on the Airport, may keep uncovered trash containers adjacent to sidewalks or roads in any public area.
- d. No person shall spill dirt or any other material from a vehicle operated on the Airport. The individual who may cause or suffer any such spill will be responsible to clean up and remove the spill at his/her expense.

37. FIRE EXTINGUISHER

- a. All hangar tenants, shall supply and maintain at least one readily accessible and operational 4-A:40-B:C or higher-grade fire extinguisher. Such fire extinguisher shall be fully charged at all times. All tenants shall instruct their employees at the Airport in the proper use of fire extinguishers and shall conduct such periodic fire drills as the Airport Manager or designee may prescribe. Fueling vehicles designed for the transport and transfer of fuel shall carry on board at least two (2) fire extinguishers, one (1) located on each side of the vehicle. Extinguishers shall conform to the then current, applicable NFPA Standards. Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used for any purpose other than firefighting or fire prevention. All such equipment shall be maintained in accordance with the then current NFPA Standards. Tags, showing the date of the last inspection shall be attached to each unit or immediately available records acceptable to Fire Underwriters shall be kept nearby showing the then current status of each piece of equipment.

38. AERONAUTICAL – GENERAL RULES

- a. **Compliance with Orders**
All aeronautical activities at the Airport shall be conducted in compliance with the then current and applicable Federal Aviation Regulations (FAR), Aeronautical Information Manual (AIM), and FAA Chart Supplements.
- b. **Denial of Use of Airport**
The Airport Manager shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, and/or to delay or restrict any flight or other aircraft operation, to direct refusal of takeoff permission to aircraft, and to deny the use of the Airport or any portion thereof to any specified class of aircraft, or to any individual(s) or group(s), when he/she considers any such action(s) to be necessary or desirable to avoid endangering any persons or any property, and to be consistent with the safe and proper operation(s) of the Airport. In the event the Airport Manager or designee believes the condition of the Airport to then be unsafe for landings or takeoffs, it shall be within his/her authority to issue, or cause to be issued, a Notice to Airmen (NOTAM) closing the Airport or any portion thereof until such time that such conditions are remedied.
- c. **Aircraft Accidents or Incidents**
The pilot or operator of any aircraft involved in an accident or incident on the Airport causing personal injury and/or any property damage, in addition to all other reports required by other agencies, shall make a prompt and complete written report concerning said accident or incident to the Airport Manager within forty-eight (48) hours of the time that the accident or the incident first occurred. When a written report of any accident or incident is required by Federal Aviation Regulations, a copy of such report may be submitted to the Airport Manager in lieu of the report required immediately above. In either instance, the written report shall be filed with the Airport Manager within forty-eight (48) hours from the time the accident or incident first occurred. Upon the occurrence of an aircraft accident or incident the Airport Manager shall be notified immediately.
- d. **Disabled Aircraft**
Subject to compliance with then applicable Federal Regulations, the aircraft owner shall be responsible for the prompt removal of all disabled aircraft and its parts at the Airport, when directed by the Airport Manager or designee. In the event of the owner's failure or refusal to comply with removal orders, all disabled Aircraft or any and all the parts thereof may be removed by employees of the County or by person contracted to do so, all at the owner's expense and without any liability to the County for any damage which may be incurred by the aircraft owner(s) as result of such removal.
- e. **Tampering with Aircraft**
No person shall interfere or tamper with any aircraft or put in motion such aircraft, or use or remove any aircraft, aircraft parts, instruments, or tools without positive evidence of permission of the owner thereof to do so.

- f. **Washing and Painting**
 - i. **Washing** - No person shall wet wash any vehicle in a hangar. Dry washing and detailing is permissible provided chemicals and solvents are kept off the floor.
 - ii. **Painting** - spray painting is strictly prohibited inside any hangar or building without written permission from the airport manager. Any person wishing to obtain permission must be in full compliance with all federal, state, county building codes, and any other applicable laws or regulations.
- g. **Hand Propping of Aircraft**
Hand propping is strictly prohibited unless there is no other means of starting the aircraft. A second qualified pilot must be in the cockpit of the aircraft. The pilot is responsible for any and all liability resulting from this type of action.
- h. **Certification of Aircraft and Licensing of Pilots**
To the extent required by the FAA, all operational (e.g., complete, not under construction) aircraft at the Airport shall display on board the aircraft a valid Airworthiness Certificate issued by the FAA or appropriate foreign government and shall display on the exterior of the aircraft a valid registration number issued by the FAA or appropriate government. To the extent required by the FAA, all persons operating aircraft on the Airport shall possess required documents to operate that aircraft. In accordance with FAA Regulation 61.3(l), or Florida Statute 330.04, at any time requested by Airport Manager or designee the pilot of any aircraft shall produce the following: i) Current Aircraft Registration Documents; ii) Current Government-Issued Photo Identification; iii) Current Pilot or Student Pilot Certificate issued by the FAA or appropriate foreign government, and iv) a valid medical certificate.

39. AIRPORT OPERATIONAL RESTRICTION

- a. All aeronautical activities at the Airport shall be conducted in conformity with applicable provisions of the Federal Aviation Regulations (FAR), Aeronautical Information Manual (AIM), and Chart Supplements.
- b. **Glider Operations** - All glider operations must be conducted in accordance with current Federal Aviation Regulations Part 91.
- c. **Ultra-Light Vehicles** - All ultra-light operations must meet or exceed all requirements contained in Federal Aviation Regulations Part 103.
- d. **Take-Offs and Landings** - Persons landing an aircraft at the Airport shall make the landing runway available to other aircraft by leaving said runway as promptly as possible, consistent with safety.
- e. **Banner Towing** - Airplane tow banner pickups and drop-offs from or on the Airport are prohibited without prior written authorization of the Airport Manager. All authorized banner towing shall be restricted to grass runways.
- f. **Kites, Models, Balloons** - No kites, model airplanes, tethered balloons or other objects constituting a hazard to Aircraft operations shall be flown on or within the vicinity of the Airport without prior written authorization of the Airport Manager.
- g. **Parachute Jumping** - No parachute jumping shall be permitted without prior written approval from the Airport Manager. All parachute operations must meet or exceed all requirements contained in Federal Aviation Regulations Part 105.
- h. **Damage to Airport Property** - Any aeronautical or non-aeronautical user of the Airport shall be responsible for all damages incurred as a result of utilizing a runway, taxiway, or any other airport surface or structure for which that surface or structure is not designed, or for any incident or accident resulting in any degree of damage.

40. TAXI AND GROUND RULES

- a. **Aircraft Parking**
 - i. No person shall park an aircraft in any area on the Airport except those designated, and in the manner prescribed, by the County. If any person uses an unauthorized area for aircraft parking, the aircraft so

parked may be removed by or at the direction of the Airport Manager or designee at the risk and expense of the owner thereof.

- ii. No aircraft shall be left unattended on the Airport unless it is in a hangar or tied down outside of any safety area. Any aircraft found in violation of this section is subject to towing at owner's expense, a fine in accordance with the Airport Rates and Charges, termination of any Airport lease, and loss of airport privileges.
 - iii. County is not liable for damage to or loss of aircraft, contents or the property of others.
 - iv. No Aircraft shall be parked on runways, taxiways, or taxi lanes.
- b. **Derelict Aircraft**
- i. No person shall park or store a Derelict Aircraft or any aircraft in a non-flyable condition on Airport property other than in the remote storage area or with permission from the Airport Manager.
 - ii. No person shall store or retain aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved by the Airport Manager.
 - iii. Whenever any aircraft is parked, stored, or left in non-flyable condition on the airport in violation of the provisions of this Section, the County shall so notify the owner or operator thereof by certified or registered mail, reporting removal of said aircraft within fifteen (15) days of receipt of notice, or if the owner or operator is unknown or cannot be found, the County shall conspicuously post and affix notice to the said aircraft, requiring removal of said aircraft within fifteen (15) days from date of posting.
 - iv. If the aircraft is not claimed, the County will proceed with disposal of the aircraft pursuant to Chapter 705, Florida Statutes. Lost or Abandoned Property.

41. ROTORCRAFT OPERATIONS RULES

- a. In addition to all other Rules and Regulations set out herein, the following rules shall apply to rotorcraft:
 - i. Rotorcraft shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least thirty (30) feet in all directions from the outer tips of the rotors.
 - ii. Rotorcraft shall not be operated within forty (40) feet of any areas on the Airport where unsecured light aircraft are parked.

42. Hangar Wait List

- a. Signup
 - i. Applicants wishing to sign up for the Hangar Wait List must come in to the airport office and fill out a Hangar Wait List Application Form.
 - ii. It is the applicant's sole responsibility to keep their contact information up to date.
- b. Removal from List
 - i. Applicants of the Hangar Wait List can be removed for the following reasons:
 - 1. Applicant requested to be removed either in writing or in person.
 - 2. Applicant did not keep their contact information up to date.
 - 3. Applicant had a lease at the Airport was terminated for cause. Upon lease termination, the Applicant shall be automatically removed from the Hangar Wait List and may not reapply in any capacity until the expiration of two (2) years from the effective date of the lease termination.
- c. Lease Requirements
 - i. Leases originating from the Hangar Wait List must either be signed in the applicant's name, applicant and tenant(s) in common, or a corporate entity owned by the applicant.
 - ii. After a lease is signed, the lessee has no right, either implied or otherwise, to change or alter the lease.
 - iii. Lessor may alter the leased premise on a first come-first served basis for the sole purpose of switching hangars. This may only be done for hangars of the same type.

43. USE OF HANGARS

- a. Hangars shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of other buildings and structures in the immediate neighborhood of the leased premises.

- b. No alterations will be made to the hangar structure without written approval by the County. Any approved alterations are subject to removal by the County at the occupant's expense, upon thirty (30) days written notice, for the purpose of repair, construction or other purposes deemed necessary by the County. Any unapproved alterations discovered by airport staff shall be removed immediately upon notification. Failure to remove any unapproved alteration is subject to lease termination.
- c. No flammable material or refuse will be stored or allowed to accumulate in hangars, except occupant may store not more than ten (10) gallons of flammable fluids inclusive of aircraft lubricants, within the premises, provided that all such storage shall be limited to NFPA approved containers, or unopened original containers.
- d. Aircraft are not to be washed with running water in hangars.
- e. Except as otherwise provided herein, no tools, equipment, or material will be used in the hangars that could constitute a fire hazard.
- f. Smoking is strictly prohibited in hangars.
- g. All occupants shall exercise care to keep oil, grease, etc. off all floor surfaces.
- h. Occupants will see that electric current and water, if available, are not used excessively. SEE RCAP
- i. No aircraft or unattended vehicles are to be parked by a hangar in such a manner as to block access to adjoining hangar spaces, or to cause inconvenience to other occupants. Unattended vehicles must be parked inside the hangar or in an airport designated parking area.
- j. Filing for eviction with a court of competent jurisdiction resulting from a tenant holding over shall be permitted with the County Manager's approval and shall not require additional approval from the Board of County Commissioners.

44. MOTOR VEHICLES AND TRAILERS

- a. **General Traffic Regulations**
 - i. **Off-Road Vehicles** - With the exception of golf carts, the operation of any off-road vehicles including but not limited to: dirt bikes and three and four wheelers is strictly prohibited on the Airport, except for official use as authorized by the Airport Manager or designee. Golf carts are permitted to be used solely in the immediate vicinity of the hangars. Other use requires permission from the Airport Manager.
 - ii. **Trailers** - Trailers used for an aeronautical purpose are permitted to be stored on airport property solely in the Remote Parking area and subject to a fee in accordance with the RCAP. Any trailer left unattended or in any other location is subject to removal at owner's expense.
- b. **Licensing** - No person shall operate a vehicle or motorized equipment on the Airport without a valid operator's license for that operator and for that type of vehicle. All vehicles on the Airport must be properly registered with a current license plate and tag issued by a State Department of Motor Vehicles.
- c. **Procedure in Case of Accidents** - The driver of any vehicle involved in an accident on the Airport which results in injury or death of any persons or in property damage shall immediately stop such vehicle at the scene of the accident and render reasonable assistance. The driver shall immediately, by the quickest means of communications, give notice of the accident to the Brevard County Sheriff's Office and to the Airport Manager. The operator of each vehicle involved in the accident shall furnish to any person injured; to the driver or occupant of any vehicle sustaining damage to any law enforcement officer and to the Airport Manager the name and address of the owner and the driver of the vehicle, the operator's license and vehicle registration, and shall cooperate to the fullest extent possible in any official investigation.

45. VEHICLE OPERATIONS ON AIR OPERATIONS AREA

- a. **Permission** - No motor vehicle shall be parked on any portion of the AOA except trucks and other vehicles necessary for the servicing and maintenance of aircraft and transportation of passengers on the Airport without permission.

- b. **Rules of Operation** - Airport and Emergency vehicles only shall be permitted on runways unless permission has been granted to operate such vehicle at such places by the Airport Manager or designee. Such vehicles shall at all times yield right-of-way to aircraft.
 - i. No person shall park a vehicle in any manner so as to block or obstruct (1) fire hydrants and the approaches thereto, (2) the gates or emergency exits, and/or (3) building entrances or exits.
 - ii. Aircraft taxiing shall always have the right-of-way over any and all vehicular traffic.

46. PUBLIC PARKING

- a. Operators of motor vehicles using the public parking facilities at the Airport shall observe and comply with all traffic signs.
- b. No vehicle shall remain in any public parking facility on the Airport for more than thirty (30) consecutive days.

47. CEASE AND DESIST ORDERS

- a. The Airport Manager or designee may order any person to cease and desist any activities or conduct in violation of or in noncompliance with the County's Rules and Regulations, state, or any applicable federal regulation or a license or lease agreement. The cease and desist order shall be in writing unless the circumstances require immediate correction in which case a verbal order shall suffice.

48. REMOVAL FROM OR DENIAL OF ACCESS TO AIRPORT – TRESPASS WARNING

- a. The Airport Manager or designee may order any person(s) who knowingly fails to comply with a cease and desist order, removed from, or denied access to the Airport. An order of removal from or denial of access to the Airport shall be issued by the Airport Manager or designee by verbal or written order and may be hand delivered or sent by certified mail to the person's last known address. Such order shall set forth the reasons for and dates on which removal or denial of access shall begin and end.
- b. It shall be unlawful and a trespass for any person to, without authority of law, go upon or remain upon the Airport lands, buildings or premises of another, or any part, portion or area thereof, after having been forbidden to do so, either orally or in writing, by the Airport Manager or designee, or after having been forbidden to do so by a sign or signs posted on the Airport restricting access to lands, buildings or premises or any part, portion or area thereof, at a place or places where the sign may be reasonably seen with letters not less than two inches in height.
- c. It shall be unlawful and a trespass for any person to enter or remain in any unoccupied or unfinished building or structure on the Airport without the consent of the Airport Manager or designee.
- d. For the purposes of this section, the term "person lawfully in charge" includes Officers of Brevard County Sheriff's Department, the Airport Manager or designee.

49. TRESPASS WARNINGS; AUTHORIZATION TO ISSUE TRESPASS WARNINGS FOR PUBLIC PROPERTY.

- a. The Airport Manager or designee, having control over the Airport is authorized to issue a trespass warning to any individual who violates any county ordinance, rule or regulation, or State law or lawful directive of a county employee or official which violation was committed while on or within the Airport when such violation threatens the public safety, health or welfare of the public, county staff, or could cause damage to Airport property.
- b. When the Airport Manager or no other county employee or official having control over the Airport is present, a Sheriff's Officer is authorized to issue a trespass warning to any individual who violates any county or city ordinance or State law which was committed while on or within the Airport.
- c. Pursuant to Sections 810.08 and 810.09, Florida Statutes, the Airport Manager or designee may also request that the Sheriff issue a warning to individuals stating that they are no longer authorized, licensed, or invited to remain on Airport property and should they return to the Airport, they will be subject to arrest for the crime of trespass.
- d. Trespass warnings shall be issued as follows:

- i. For the first violation, the individual may be issued a trespass warning for a period not to exceed one year.
 - ii. For a second or subsequent violation, the individual may be issued a trespass warning for a period not to exceed two years.
- e. A copy of the trespass warning shall be provided by mail or hand delivery to the individual and to the Airport Manager. The written trespass warning shall advise of the right to appeal and the location and telephone number for filing the appeal.
- f. Any person found on or within the Airport in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.
- g. The Airport Manager or designee may authorize an individual who has received a trespass warning to enter the Airport to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary county business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.
- h. This section shall not be construed to limit the authority of any county employee or official to issue a trespass warning to any person for any lawful reason when necessary or appropriate to protect the Airport or the public safety and welfare, in the sole discretion of the county employee or official.
- i. Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:
 - i. An appeal of the trespass warning must be filed, in writing, within ten days of the issuance of the warning, and shall include the appellant's name, address, e-mail address and phone number, if any. No fee shall be charged for filing the appeal.
 - ii. The appeal shall be filed at the County Manager's Office located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, Florida 32940 and a copy shall be filed with the Airport Manager at Valkaria Airport, 1 Pilots Place, Malabar, FL 32950.
 - iii. Appeals shall be heard by a Special Magistrate with which the County contracts to provide this service.
 - iv. Within five days following the filing of this appeal, the Special Magistrate shall schedule a hearing. Notice of the hearing shall be provided to the appellant by the contact information provided in appellants request for an appeal. If appellant cannot be reached, then notice of the hearing shall be posted in the County Manager's Office.
 - v. The Special Magistrate shall hold the hearing as soon as possible. In no event shall the hearing be held sooner than seven days following the filing of the appeal and no later than thirty (30) days from the filing of the appeal, unless otherwise agreed to by both parties.
 - vi. Copies of documents in the county's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant.
 - vii. Copies of documents in the county's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant.
 - viii. The appellant and the county shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses and to present evidence. The appellant shall have the right to bring a court reporter, at their own expense.
 - ix. The Special Magistrate shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.
 - x. The County shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.
 - xi. If the appellant fails to attend a scheduled hearing, the Special Magistrate shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

- xii. Within five (5) days of the hearing, the Special Magistrate shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided. If not address is provided, a copy of the decision shall be posted in the County Manager's Office.
- xiii. The decision of the Special Magistrate shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law by the appellant. The county may not appeal any decision of the Hearing Master.
- xiv. The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

50. PENALTIES

- a. Termination of any lease at the Airport for cause disqualifies that tenant for participation in a new lease in any capacity for a period of two (2) years after the effective date of the lease termination. The former tenant's name will be removed from the hangar wait list. The former tenant may reapply for the wait list after the expiration of the two (2) year period.
- b. Each violation of these Rules and Regulations may be referred by the Airport Manager or designee to local law enforcement, the State Attorney, FAA, or other appropriate authority for prosecution to the extent said violation constitutes a violation of applicable federal or state law or regulations, or County ordinance.
- c. Nothing herein shall prohibit the County from enforcing any violation of any of these rules by any other lawful means, including applying to a court of competent jurisdiction to obtain an injunction and/or any other appropriate and available judicial relief.

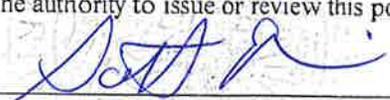
51. REMOVAL OF PROPERTY

- a. Law enforcement may remove or cause to be removed from any restricted or reserved areas, any roadway, or right-of-way, or any other unauthorized area or structure at the Airport, any property which is disabled, abandoned, or which creates an operations problem, nuisance, security, or safety hazard or which otherwise is placed in an illegal, improper or unauthorized manner. Any such property may be removed or caused to be removed by law enforcement.
- b. The County shall not be liable for any damage to property including loss of or diminution of value, which may be caused by the act of removal.

52. RESERVATION OF AUTHORITY

The authority to issue or review this policy is reserved to the Board of County Commissioners.

Attest:



Scott Ellis, Brevard County Clerk



Kristine Isnardi, Chair
Brevard County
Board of County Commissioners

As approved by the Board December 4, 2018

As approved by The Board on: 12/4/18

Valkaria Airport

Rates & Charges Recommendation

Existing Services

AIRCRAFT STORAGE	CURRENT	RECOMMENDED Rate*	LAST CHANGE
Large Hanger	\$1,111.28	\$1,166.84	Annually by CPI
Medium Hanger	\$526.64	\$552.97	Annually by CPI
Standard T-Hangar	\$263.32	\$276.48	Annually by CPI
Half T-Hangar	\$131.66	\$138.24	Annually by CPI
Tie-Down (monthly)	\$32.10	\$45	2005
Tie -Down (nightly)	\$5	\$5	2017
FUEL	CURRENT	RECOMMENDED	LAST CHANGE
Aviation Fuel	Cost + \$0.50 per gallon	≥ Cost + \$0.50 per gallon	2009
MISCELLANEOUS FEE AND CHARGE	CURRENT	RECOMMENDED	LAST CHANGE
Gate Access Card	\$10 ea.	\$20 ea.	2009
Late Payment or Rent	\$50 per month	\$75 per month	2009

*Recommended rates are based on comparisons of services provided by other airports. Where comparisons are not readily available the cost of providing the service is the principal factor of formulating the recommendation.

New Services

SERVICES	CHARGES
Fuel Flowage Fee	\$0.20 per gallon
Aircraft Tow	\$50
Crash Removal	\$200 + Hourly Rate
Airport Staff – Hourly Rate	\$40/ hr.
Signage ≤3' × 3' (Non-profit = No charge)	\$20 month / sign
Special Event Application Fee	\$300
Special Event Fee/Charge	TBD
Special Event Deposit (Refundable)	\$300
Lock Replacement	\$50
Electric Overage- per A/C Unit	\$50/month
Electric Vehicle Charging	\$5/day or \$70/Month-Unlimited Charging
Overnight R-V/Camper Parking	\$25/day
Aviation Oil	\$15/qt.
Tie- Down Lines	\$20/set.
Commercial Leases	\$100 more than non-commercial leases
TERMINAL SPACE**	
Small Conference Room	\$25 / half-day \$50 / full-day
Large Conference Room	\$50 / half-day \$100 / full-day
Observation Deck	\$100 / half-day \$200 / Full-day
Picnic Area or Pavilion Area	\$50 / half-day \$100 / full-day

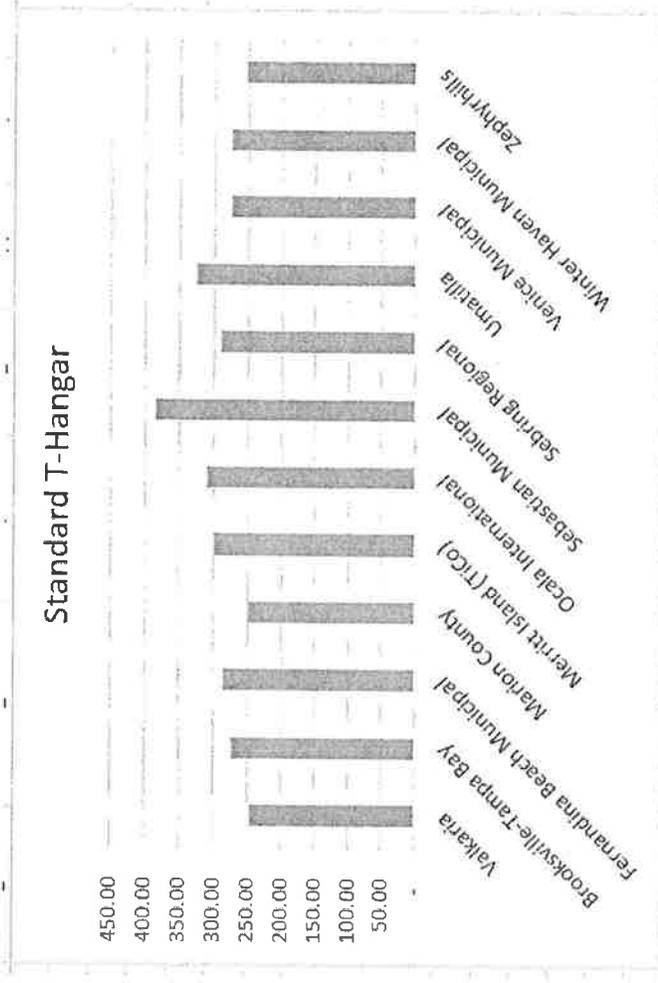
****Special Event fee includes terminal space rental location for recurring events of more than 10 per year. Additional fees may apply for Airport staff if event takes place after hours.**

Observation

High

5. Charges for Services – Hangar Rental Fees

FAA Grant Assurance 24 "Fee and Rental Structure" requires an airport sponsor (the County) to maintain a self-sustaining fee and rental structure whenever possible, considering local circumstances. As such, we conducted a review of the hangar rental fees against other airports for comparison. A standard T-hangar is generally sized to hold an aircraft with up to a 42-foot wingspan. While not all airport hangars are the same size, and the square footage was not readily available in all instances, we were able to derive a "Standard T-Hangar" list of assumptions for the group below, with their associated rental fees.



Results - The results above show that Valkaria currently charges the least of this group. The average monthly fee is \$286, with the median at \$280. Valkaria's current monthly rate for a standard T-hangar is \$246. It should be noted that, while Sebastian Municipal is the highest, their rentals are fully administered by a contracted tenant and there may be a markup on the rentals. If so, they are an outlier and without them, the average is \$280, with the median at \$275.



Independent Audit OBSERVATIONS

Observation	5. Charges for Services – Hangar Rental Fees - continued
Recommendation	<p>The County may wish to consider revising its rental fees. The fees were last approved by the Board of County Commissioners in May 2009 when the Valkaria Airport Rate and Charges Adjustment Plan was presented and approved. A one-time adjustment of \$11/month occurred in 2012, and thereafter, the hangar lease allows for an annual Consumer Price Index adjustment, which occurs in October of each year. A rental adjustment would provide for additional property maintenance as new facilities and improvements are brought online.</p>
Management's Action Plan	<p>Response: Will comply with recommendation.</p> <p>Responsible Party: Airport Manager</p> <p>Estimated Completion Date: By end of Q1 FY 2019.</p>



**RATES AND CHARGES
ADJUSTMENT PLAN (RCAP)**



**Owned and Operated by:
Brevard County Board of County Commissioners**

1. Introduction

In consideration of the rates and charges established and imposed at Valkaria Airport, emphasis should be placed on meeting the policy guideline established by the Federal Aviation Administration (FAA) governing airport financial practices in FAA Order 5190.6A, "Airport Compliance Handbook." The Order states that airport operators have a legal obligation to establish and maintain fair and reasonable rates and charges that will "...make the airport as self-sustaining as possible under the circumstances existing at the particular airport..."

Primary goals and objectives for the Airport's Rates and Charges policy should include:

- Operate and manage the Airport in a business-oriented manner;
- Develop and support a diversified and financially solvent customer base of tenant and users; and
- Establish, maintain, and enhance a strong financial cash-flow condition.

This will be accomplished by establishing the following criteria:

- Policy guidance;
- Legal requirements;
- Method of establishing Fair Market Value (FMV); and
- Methods and frequency of escalation of rates and charges to ensure the Airport is earning fair value on public investments and is maximizing its potential for financial self-sufficiency.

2. Existing Rates and Charges

The Airport currently has several activities that, through a series of rates and charges, generate revenue to support its operation. Current rates and charges are shown in Table A. Common activities with which established rates or fees are associated include:

A. Land Leases

Aeronautical Land Leases – defined as the land contiguous to the airfield, lease by enterprises that have a need to have access to the airfield. Some aeronautical land leases at Valkaria Airport have involved only raw or semi-improved property where the lessee is responsible for any structures and infrastructure improvements (e.g., Mosquito Control, etc.) Other aeronautical land leases such as the T-hangar facilities, involve both County-owned land and improvements such as hangars and associated parking.

Non-Aeronautical Land Leases – defined as all other land leased by enterprises on airport property that do not have a need to have access to the airfield or are not property where the lessee is typically responsible for any structures and infrastructure improvements. (Golf Course, Fire Department, etc.)

B. Aircraft Tenants

Monthly Hangar Rentals – per month rate is charged for storage of aircraft in T-Hangar.

Monthly Apron Tie-Down Fees – per month rate is charged for long-term, outdoor parking of aircraft on Airport property.

Remote Storage Area (Monthly) – monthly rate is charged for storage of Derelict Aircraft, or other vehicles. There is no tie-down option.

Overnight Tie-Down Fees – per night fee charged for transient aircraft that utilize the airport on a night-by-night basis.

C. Aviation Fuel – Self-Service

100 Low-Lead - \$4.49

Jet-A - \$3.89

D. Miscellaneous Fees and Charges

Gate Card – Initial Gate Card for access to the Airport Operational Area.

Commercial Lease – Additional \$100 / month fee in addition to base Lease rate.

TABLE A
Current Rates and Charges
(As of July 2018)

LAND LEASE	LEASE RATE
Aeronautical	\$0.18 per sq. foot
Non-Aeronautical	10% FMV/Land or Asset Value
AIRCRAFT STORAGE	RENTAL RATE
Large Hangar*	\$1111.28
Medium Hangar*	\$526.64
Standard T-Hangar*	\$263.32
Half T-Hangar*	\$131.66
Tie-Down (monthly)*	\$32.10
Tie-Down (nightly)*	\$5.00
FUEL	MARK-UP
100LL	Cost + \$0.50 per gallon
Jet-A	Cost + \$0.50 per gallon
MISCELANEOUS FEES & CHARGES	COST
Gate Access Card (initial)	\$10 – Hangar Tenants Inc. in lease
Gate Access Card (replacement)	\$10.00
Late Payment of Rent	\$50.00 per month

**All Hangar and Tie-Down Rents listed, include applicable tax.*

3. Policy Guidance

Regarding rental rates, the Federal Aviation Administration (FAA) is unilaterally opposed to excessively low (or no) rent for land which in a sense, belongs to the public, regardless whether it is considered aviation use or non-aviation use.

In addition, FAA Order 5190.6A, “Airport Compliance Requirements,” states: “FMV (Fair Market Value) for any lease of non-aeronautical revenue production ...under the Surplus Property Act of 1944, as amended, must be established. Appraisal ...is one acceptable method of establishing FMV.”

The main issues to be considered in any agreement are assurances that any contract or lease adheres to the following criteria:

- Compliance with 1958 Airport Quitclaim Deed requirements between the United States of America, (Administrator of General Services) and Brevard County, Florida, Board of County Commissioners;
- Lease does not grant or deny rights to use the airport facilities contrary to the requirement of law and applicable to the United States Government; and
- Lease must not negatively impact current or future aeronautical use or restrict the owner's ability to meet obligations to the United States Government, (including Fair Market Value requirements).

Note: Public lands will not be made available for private enterprise without obtaining a fair market return. No private individual or firm, has a right to the use of publicly-funded airport land for personal gain without paying their fair share of maintenance, development, and operation of the facility.

4. Rate Requirements

A fair market annual rental value (FAA Guidance: 8%-12% FMV) should be assessed for grounds within the leasing area. Non-Aeronautical land lease valuations will be established by assessing lessees 10% of appraised value at the time of lease origination, subject to conditions and terms and approval by the Brevard County Board of County Commissioners. See Table.

- Regardless of rates or methods used, they must remain non-discriminatory.
- Fuel flowage fees should be applied to all fuel delivered to the Airport.

5. Methods of Establishing Fair Market Value (FMV)

Land Lease – Fair Market Value rent shall be based upon current appraisal methodology performed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) using comparable airport properties. Such leases must bring a fair market return to the airport.

Hangar – Hangar rates will be established by comparing other airports in the area and weighing their rates and amenities available, as shown in **TABLE B** and **TABLE C**.

TABLE B

Comparison of Monthly Rent of T-Hangars and Tie-Down

Airport	Half Hangar	Full Hangar	Medium Hangar	Large Hangar	Tie-Down
Valkaria	\$131.66 500' Sq.	\$263.32 1000' Sq.	\$526.64 2000' Sq.	\$1,111.28 6400' Sq.	\$32.10
Arthur Dunn		\$325.		N/A	\$35
TICO		\$375.00		\$2,500. +	\$80
Merritt Island		\$300.00	\$600.00 +		\$60-\$80
Sebastian		\$350.00		\$1,500.00 +	\$50 + Tax

Note: Taxes included unless otherwise noted

***Prices as of January 2018**

**TABLE C
Comparison of Services and Amenities**

Services & Amenities		Valkaria	Arthur Dunn	TICO	Merritt Island	Melbourne	Sebastian
Drinking Water		Y	Y	Y	Y	Y	Y
Vending Machines		N	Y	Y	Y	Y	Y
Tire Air		N	Y	Y	Y	Y	Y
FBO		N	Y	Y	Y	Y	Y
Fuel	100LL	Y	Y	Y	Y	Y	Y
	Jet A	Y	Y	Y	Y	Y	Y
Power Plant Service		Y	Y	Y	Y	Y	Y
Electronics Service		N	N	Y	Y	Y	N
Airframe Service		Y	Y	Y	Y	Y	Y
Published Approach		Y	Y	Y	Y	Y	Y
Approach Aids		Y	Y	Y	Y	Y	Y
Runway Lighting		Y	Y	Y	Y	Y	Y
Restaurant		N	N	Y	Y	Y	Y

6. Methods and Frequency of Escalation of Rates and Charges to Ensure the Airport is Earning Fair Market Value on Public Investments and is Maximizing its Potential for Financial Self-Sufficiency.

Since the annual cost of satisfactorily operating and maintaining an airport will most likely increase throughout the term of the lease, provisions should be made to ensure that fair market rental value rates remain current throughout the life of the lease. Accordingly, rental rates should be adjusted at a minimum of five-year increments. An escalating clause or other means of automatically adjusting must be incorporated into long-term leases to provide for this adjustment. A local, state or federal cost of living index can be utilized as the basis for determining the increase. The following is a sample clause:

“Lessor and Lessee recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index (CPI) for All Urban Consumers. In 2018,

and every year thereafter, the parties hereto will compare the price index for said year with the price index for the previous year and the annual rental payments shall be increased in the same proportion as said price index has increased with the price index for 2018.”

7. Alternative Acceptable Methods of Adjusting Lease Rates

This lease rate shall be subject to review and re-evaluation at the end of each fiscal year. Rent will be adjusted upward only, not to exceed the Consumer Price Index (CPI) during the twelve (12) month period; or “Land less improvements will be appraised every five (5) years and the adjusted rental will be based on 10% percent of appraised value.

8. Schedule of Rate Adjustments

When the Consumer Price Index (CPI) is used for the calculation of adjustment of lease amount it will be obtained from the Department of Labor website in July of each year, or per individual lease terms. Brevard County Mosquito Control (BCMC) and The Habitat Golf Course annual rate adjustments will be in accordance with their respective leases with the Airport. The Board of County Commissioner’s may, from time to time, adjust rates and charges. For adjustments refer to Table D.

- **All hangar rental rates are subject to annual CPI adjustments**
- **The Airport will complete a five (5) year review of Rates and Charges to remain competitive. The next review will be on October 1, 2023.**

**Table D-1
SCHEDULE OF CHARGES
(FY-2018)**

Services	Charges
Fuel Flowage Fee	\$0.20 per gallon
Aircraft Tow	\$50
Crash Removal (On-Site)	\$200 + Hourly Rate
Airport Staff – Hourly Rate	\$40 / hr.
Signage → ≤ 3 x 3 (Non-profit = No Charge)	\$20 month / sign
Special Event Application Fee	\$300
Special Event Fee	TBD
Special Event Deposit (Refundable)	\$300
Lock Replacement	\$50
Electric Overage - per A/C Unit / Appliance	\$50/month
Electric Vehicle Charging	\$5/day or \$70/Month-Unlimited Charging Per Vehicle
Overnight RV/Camper Parking	\$25/day
Commercial Leases	\$100 more than non-commercial leases
Terminal Space**	
Small Conference Room	\$25 / half-day \$50 / full day
Large Conference Room	\$50 / half-day \$100 / full day
Observation Deck	\$100 / half-day \$200 / full day
Picnic Area OR Pavilion Area	\$50 / half-day \$100 / full-day

**** Special Event Fee includes terminal space rental location for recurring events of more than 10 per year. Additional Fees may apply for Airport staff if event takes place after hours.**

Note: All prices shown include 7% tax

The adjustment schedule for Rates and Charges is detailed in **Table D-2**.

TABLE D-2
Adjustment Schedule of Rates and Charges – (FY 2018)

Land Lease	Base Price	Scheduled Adjustment
Future Aeronautical Leases	≥ 10% FMV	Increase annually by CPI and/or every five years appraised to re-establish FMV
Future Non-Aeronautical Leases	≥ 10% FMV	Same as Above
Commercial Leases	\$100 Fee / Month	As Needed
Aircraft Storage		
Large Hangar	\$1,166.84	Annual by CPI
Medium Hangar	\$552.97	Annual by CPI
Standard T-Hangar	\$276.48	Annual by CPI
Half T-Hangar	\$138.24	Annual by CPI
Tie-Down (Monthly)	\$45	As Needed
Tie-Down (Nightly)	\$5	As Needed
Remote Parking Area	\$32.10	As Needed
Fuel		
Aviation Fuel	≥ \$0.50 per gallon	As Needed
Miscellaneous Fees & Charges		
Gate Access Card	\$20 ea.	As Needed
Tie-Down Lines	\$20 / set.	As Needed
Aviation Oil	\$15/qt.	As Needed
Late Payment of Rent	\$75 per month	As Needed
Non-Sufficient Funds		
	Amount	Charges
	\$0 - \$50.	\$25
	\$50.01 - \$300	\$30
	Over \$300	\$40 OR 5% of face value of check

Note: All prices shown include 7% tax

VALKARIA AIRPORT
MINIMUM STANDARDS



Owned and Operated by:
Brevard County Board of County Commissioners

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MINIMUM STANDARDS

INTRODUCTION

Prudent and proper airport administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service and other conditions which will be required of those proposing to conduct commercial aeronautical activities at Valkaria Airport (the Airport). The requirement to impose standards on those proposing to conduct commercial aeronautical activities on a public airport relates to the public interest and provides protection from irresponsible, unsafe or inadequate service. The adoption and enforcement of such Minimum Standards ensures that those individuals, or entities, engaged in commercial aeronautical activities are reasonably, willing, and able to discharge both its service obligations to its patrons and its economic obligations to the airport community and protects established commercial enterprises, aviation users, and the public.

The goal of these Minimum Standards is to provide the threshold entry requirements (qualifications, levels of service, facilities, insurance) for those wishing to provide aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services, as approved, are not exposed to unfair or irresponsible competition. Minimum Standards have been in place at many airports nationwide and are supported by the Federal Aviation Administration (FAA) and the American Association of Airport Executives (AAAE).

These Minimum Standards contain the minimum levels of service, facilities, staffing, insurance, and environmental compliance that must be met by the prospective service provider. The uniform application of these standards relates primarily to the public interest by discouraging substandard entrepreneurs and mandating insurance coverage levels, thereby protecting the Airport, airport patrons, and established aeronautical activities.

Copies of the Minimum Standards and Rules and Regulations will be available from the Airport.

The Minimum Standards were developed taking into consideration:

1. The role of the Airport.
2. The range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport.
3. The future prospects and the anticipated development of the Airport and the community.
4. The promotion of fair competition at the Airport.

These Minimum Standards are not intended to be all-inclusive. Operators are subject to, and charged with, knowledge of The Airport Rules and Regulations.

FAA Position on Minimum Standards

The FAA strongly encourages, but does not require, an airport sponsor to develop and implement a minimum standards program. The following FAA directives and industry publications deal with the intertwined issues of minimum standards, exclusive rights at airports, and airport compliance.

FAA & AAAE Directives on Minimum Standards

1. FAA Preparation Guide for Minimum Requirements for Airport Aeronautical Services.
2. FAA Advisory Circular 150/5190-6, January 4, 2007 *Exclusive Rights at Federally Obligated Airports*.
3. FAA Advisory Circular 150/5190-7, August 28, 2006 *Minimum Standards for Commercial Aeronautical Activities*.
4. FAA Order 5190.6A, October 2, 1989 *Airport Compliance Requirements*
5. AAAE Airport Sponsors Guide to Preparing Minimum Standards for Airport Aeronautical Service Providers and Airport Operating Rules and Regulations

Applicability

Operators currently providing activities will have three (3) months from the date of adoption of these Minimum Standards to become compliant. These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or Improvements for General Aviation Aeronautical Activities.

DEFINITIONS

Abandon: means to forsake, desert, give up and/or surrender one's claim or right, license, use, or privilege.

Adjustment Date: means the first day of October, so long as this document remains in effect.

Aeronautical Activity: as defined by FAA Order 5190.6B and any subsequent amendment as any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. It includes, but is not limited to: 1) air taxi and charter operations; 2) scheduled or nonscheduled air carrier services; 3) pilot training; 4) aircraft rental and sightseeing; 5) aerial photography; 6) crop-dusting; 7) aerial advertising and surveying; 8) aircraft sales and service; 9) aircraft storage; 10) sale of aviation petroleum products; 11) repair and maintenance of aircraft; 12) sale of aircraft parts; 13) parachute activity; 14) ultralight activities; 15) sport pilot activities; and 16) military flight operations.

Aeronautical Services: means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport by a person who has a Lease or Agreement from the Airport to provide such services.

Aeronautical Use: means 1) storage of active aircraft; 2) final assembly of aircraft under construction; 3) non-commercial construction of amateur-built or kit-built aircraft; 4) non-commercial maintenance, repair, or refurbishment of aircraft, but not indefinite storage or non-operational aircraft; 5) storage of aircraft handling equipment, e.g., tow bars, glider tow equipment, workbenches and tools, and materials used in the servicing, maintenance, repair, or outfitting of aircraft.

Agreement: a negotiated and legally binding arrangement between parties.

Aircraft: means a device that is used or intended to be used for flight in the air, including, but not limited to: an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, UAV, or remotely-piloted vehicle.

Airport: means Valkaria Airport, Identifier X59.

Airport Layout Plan: means the current Airport Layout Plan and each of its elements as approved by the FAA.

Airport Manager: means the person duly appointed by the governing body of the Board of County Commissioners of Brevard County, Florida as the "Manager of the Airport" and the "Manager's Designee."

Airport Master Plan: means the Valkaria Airport Master Plan (AMP) as approved by the Board of County Commissioners of Brevard County, Florida.

Aircraft Movement Area (AMA): means the runways, taxiways and other areas of the Airport that are utilized for taxiing, takeoff, and landing of Aircraft.

Air Operations Area (AOA): means all Airport areas where Aircraft can operate, either under their own power or while in tow. The AOA includes runways, taxiways, and apron areas.

Airport Rules and Regulations: means the Brevard County Policy BCC-79 Rules and Regulations for Valkaria Airport (X59), Minimum Standards, and the Rates and Charges Adjustment Plan (RCAP), or any amendments thereto, attached and incorporated herein.

Airworthy: means an aircraft that can be flown in full accordance with Federal Aviation Regulations.

Apron or Ramp: means those areas of the Airport within the AOA designated for loading, unloading, servicing, or parking operational Aircraft.

Authorized Area: means a specified location, approved by the Airport Manager, as accessible to authorized persons only.

Authorized User: means a Qualified Aeronautical User who is expressly identified in Attachment C of Lease documents as being approved by Tenant as someone who may access or use the Premises for aeronautical purposes without being accompanied by Tenant. An Authorized User is limited to the following persons: 1) Aircraft co-owner named on FAA registration documents; 2) a named member of Tenant's immediate family; or 3) a single individual, only if a Qualified Aeronautical User as named in Attachment "C", whom Tenant desires to have independent access to and use of Premises.

AWOS: means Automated Weather Observing System; a fully configurable Airport weather system that provides continuous, real time information and reports on Airport weather conditions.

Base Index: means the CPI for the month of June in the year prior to the then current Adjustment Date. For example, for the first Adjustment Date the Base Index shall mean the CPI for the previous month of June.

BOCC: means Brevard County Board of County Commissioners, a political subdivision of the State of Florida.

Code: means the code of laws of any Local, State, or Federal Agency, as may be amended from time-to-time.

Commencement Date: means the date upon which Tenant takes physical possession of the leased Premises.

Commercial Activity: means any activity conducted with intent to profit, whether resulting in a profit, loss or gain, including fundraising.

Commercial Aeronautical Activity: means any Aeronautical Activity intended to secure earnings, income, compensation, or profit, whether such objectives are accomplished.

Common Access Area: means that area of the Airport designated by the Airport Manager, which is outside the AOA, for common and non-exclusive use outside the Airport perimeter fence, by persons authorized to have public access and use of the Airport, and includes without limitations, the parking areas and roadways.

Co-Owner: means an individual named on FAA aircraft registration.

County: means the Board of County Commissioners of Brevard County, Florida or its designee.

CPI: means the Consumer Price Index when used for the calculation of adjustment of Lease amount and will be obtained from the Department of Labor website in July of each year, or per individual Lease terms.

CTAF: means the Common Traffic Advisory Frequency for the Airport.

Days: means calendar days including weekends and all holidays.

Derelict Aircraft: means any aircraft that is not in a flyable condition or cannot reasonably be made flyable within six (6) months, does not have a valid airworthiness certificate and/or registration issued by the Federal Aviation Administration and is not in the process of being actively repaired. Active repair shall not exceed six (6) months.

Designated Aircraft: means every Aircraft that is both: 1) stored on the Premises; and 2) expressly and separately identified as a Designated Aircraft in Attachment "A" of Lease documents.

Directive: means ministerial instructions and guidance serving to govern and direction operational matters. Directives can be used for both internal and external guidance. All Directives will be approved by the Airport Manager.

Employee: means an individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied, and has recognized rights and duties. Also called worker.

Entity: means a person, persons, firm, partnership, Limited Liability Corporation, unincorporated proprietorship, association, or group.

FAA: means the Federal Aviation Administration.

FAR: means Federal Aviation Regulation.

FBO/SASO: means aviation businesses or Fixed Base Operators/Specialized Aviation Services Operations and are duly licensed and authorized by written Agreement with the Airport owner to provide aeronautical activities and services at the Airport under strict compliance with such Agreement and pursuant to the Airport's Minimum Standards.

Fire Department: means that Fire Department having jurisdiction over the Airport.

Fire Extinguisher: means a portable, manually-operated, regularly inspected and maintained unit, utilizing extinguishing agents that are expelled under pressure.

Flammable Liquids: means a liquid that is combustible and can burn or cause a flame.

Flying Club: means a non-profit or not-for-profit entity (e.g., a corporation, association, or partnership) organized for the express purpose of providing its members with Aircraft for their personal use and enjoyment. Per FAA Order 5190.6B: 1) the ownership of Flying Club Aircraft must be vested in the name of the Flying Club, or owned by all its members and the property rights of the members of the Flying Club shall be equal; 2) 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; 3) Flying Clubs may not offer or conduct Aircraft rental operations; 4) only members of the Flying Club may operate the Aircraft.

Franchise: means a written, negotiated contractual Agreement between the Airport, or BOCC and an Entity which is enforceable by law. Wherein said Agreement grants a concession or otherwise authorizes the conduct of certain aeronautical services or activities.

Fuel: means the aviation petroleum product used to operate piston or jet turbine engines.

Fuel Operations: means the dispensing of aviation fuel directly into Aircraft or dispensing the same from a separate medium such as a fuel truck or self-fueling facility.

Gross Weight: means the maximum allowable gross landing weight of Aircraft as determined by the FAA or other governmental agency having jurisdiction to define gross weight in the respective context.

Helicopter: means a rotorcraft that, for its horizontal motion depends principally on its engine-driven rotors.

Improvements: means all buildings, structures, and facilities. Improvement may include pavement, fencing, signs, and landscaping that is constructed, installed, or placed on, under, or above any leased area.

Invited Guest: means an individual, not an Authorized User, or commercial aviation operator, or other person authorized under the Airport Rules and Regulations, and the Airport Minimum Standards who is invited by the Tenant to enter the Premises while accompanied and escorted on and off the Airport property by the Tenant. Invited Guest shall always remain within twenty-five (25) feet and within line-of-sight of Tenant while on Airport property. Tenant shall be allowed no more than eight (8) Invited Guests at one time.

Law Enforcement Agency: means any law enforcement agency having jurisdiction over the Airport.

Lease: means a contract between the Airport owner/operator and an Entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The Lease must be in writing, executed by both parties, and enforceable by law.

Maintenance: means the inspection, overhaul, repair, preservation, and replacement of parts of an Aircraft, excluding preventive maintenance.

Minimum Standards: means the standards which are established by the Airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

Motor Vehicle: means a self-propelled device in, upon or by which a person or property may be transported, carried, or otherwise moved from point-to-point except Aircraft or devices moved exclusively upon stationary rails or tracks.

Movement Area: means runways, taxiways, and other areas of the Airport which are used for taxiing, hover-taxiing, air-taxiing, take-off, or landing of Aircraft, exclusive of loading ramps and Aircraft parking areas.

NFPA: means the National Fire Protection Association.

NOTAM: means a Notice to Airmen published by the FAA.

Non-Profit: means activities undertaken for philanthropic, religious, charitable, benevolent, humane, public-interest, or similar purpose.

Operator: means both commercial and non-commercial operators.

Ownership Interest: means the ownership of an Aircraft with the authority to control and dispose of the Aircraft, rather than a leasehold interest.

Park: means to put, or leave, or let a Motor Vehicle, or Aircraft stand, or stop in any location whether the operator thereof leaves or remains in such vehicle or Aircraft when such standing or stopping is not required by traffic controls or by conditions beyond the control of the operator.

Permit: means Leases, space-use permits, special event permits, concession agreements, landing fee agreements, or other written grants of permission authorized by the Board of County Commissioners to use the Airport, or part thereof, for the conduct of commercial activity or non-commercial activity not otherwise authorized in a Lease Agreement.

Person: means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and includes any trustee, receiver assignee, or similar legal representative thereof.

Policy: means a general principle or plan by which the BOCC is guided in its management or public affairs. The BOCC will approve all policies.

Possessory Interest: means an immediate right of possession and control, for the sole purpose of aircraft maintenance, not to exceed a period of six (6) months.

Preventive Maintenance: means a simple or minor preservation operations of Aircraft and the replacement of small standard parts not involving complex assembly operations as delineated in Code of Federal Regulations (CFR) Title 14 Part 43.

Private Vehicle: means a vehicle transporting individual(s) or property for which no charge is paid directly or indirectly by the passenger(s) or by any other individual(s) or Entities.

Public Areas: means a specified location maintained or planned for community use to the extent of activities that are allowed as any "community use."

Public Parking Facilities: means all vehicle parking facilities provided for the public at the Airport outside of the Air Operations Area (AOA).

Qualified Aeronautical User: means an individual who is in possession of a current government-issued pilot certificate, requisite medical certificate, and a valid government-issued photo identification, and if pilot certificate is not current, individual is under supervision of a current, certified instructor/examiner in the process of a biennial flight review for currency.

Ramp: See Apron.

Restricted Area: means any area of the Airport inside the fenced portion of the Airport property, for the purpose of restricting entry.

Rotorcraft: means a heavier-than-air Aircraft that depends principally for its support in-flight on the lift generated by one or more rotors.

Runway: means a restricted area used solely for take-off and landing of Aircraft.

Special Event Permit: As defined in **Section 14 – Valkaria Airport Rules and Regulations.**

Sponsor: means a local, municipal or state government body or a private Entity obligated to the federal government to comply with the assurances contained in grant agreements or property conveyance instruments.

Taxi-Lane or Taxiway: means those portions of the AOA authorized or designated in the Valkaria Airport Master Plan (AMP), and Airport Layout Plan (ALP), for the surface maneuvering of Aircraft.

Tenant: means the Entity named herein and who executes a Lease or Agreement with the BOCC.

Tie-Down: means to secure an Aircraft to the ground or paved surface by means of rope or chain devices to prevent movement.

Touch-and-Go: means an operation by an Aircraft that lands and departs on a Runway without stopping or exiting the Runway.

Transient Aircraft: means an Aircraft not using the Airport as its permanent base of operations.

Ultralight Aircraft: means an Aircraft as defined in FAR Part 103.

Unicom: means the Universal Communications Frequency.

Variable Index: means the CPI for the month of June prior to the then current Adjustment Date.

Weapon: means any dirk, knife, metallic knuckles, slingshot, billie, tear-gas gun, chemical weapon or device, gun, blackjack, any explosive device or other deadly weapon or substantiating instrument that can be utilized to coerce, intimidate, or injure an individual.

Article 1 Policy, Applicability, and Amendments

Section 1.1 Policy

The BOCC, responsible for the administration of the Valkaria Airport does hereby establish the following Minimum Standards:

1. The Airport is a public-use, FAA-designated general aviation airport. The five-member BOCC acts as the Airport Authority with the Airport operating like an "Enterprise" operation within Brevard County government. The daily management of the Airport is under the direction of the Airport Manager. The BOCC has approved these Minimum Standards, a subset of the Rules and Regulations. A current Rates and Charges Adjustment Plan (RCAP) is available from the Airport Manager.
2. The BOCC has assumed certain responsibilities and obligations to operate the Airport for the use and benefit of the public, and make it available for all types, kinds and classes of aeronautical activity. It wishes to make the Airport available for public use by applying reasonable terms, without unjust discrimination, for those desiring to offer services or commodities at the Airport. The imposition of these Minimum Standards will provide to all entities who desire to conduct, carry on, or engage in aeronautical, vehicular, or pedestrian activities at the Airport, the basic requirements to conduct such activities without exclusive right or infringing on the abilities of others to provide similar activities. The Airport is authorized to assess fees and charges for conducting, carrying on, or engaging in activities or services as described in these Minimum Standards. The Airport fees and charges shall be established to make the Airport as financially self-sustaining as possible and enough to cover Airport costs.
3. These Minimum Standards establish the threshold entry requirements for those wishing to provide aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services are treated fairly.

Section 1.2 Applicability

1. In the event of conflict between these Minimum Standards and the Rules and Regulations the more restrictive document shall take supremacy.
2. Except when the context in these Minimum Standards requires otherwise, the singular includes the plural, plural includes the singular, and masculine gender includes the feminine.
3. All units of measurement are provided in Standard English Units. Gross square feet are the total footprint of the building and include mechanical rooms, toilets, stairs and halls. Square yard ramp or parking space is measured from edge to edge of the prepared surface.

4. Any activities for which there are no specific Minimum Standards established will be addressed by the Airport Manager, or designee, on a case-by-case basis and set forth in such commercial operators' written Franchise, Lease, Agreement, License, Permit or Agreement with the BOCC.

Section 1.3 Amendments

Amendments to these Minimum Standards may be required periodically for changing conditions at the Airport. Copies of any amendment will be available for review in the Airport Administration Office during regular business hours.

Section 1.4 Waivers or Modifications

The BOCC may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection, or emergency response operations.

Article 2 Minimum Standards for all SASO Activities

Specialized Aviation Service Operations (SASO) are entities providing one (1) or more commercial activities or aeronautical commercial services.

All SASOs shall meet the following requirements:

1. No Entity may operate at Valkaria Airport without an Agreement. This Agreement may be in the form of a Permit or a Lease. (See Attachment A)
2. The BOCC requires SASOs doing business on the Airport to maintain insurance covering themselves against claims arising from their products or activities and provide the Airport Manager a certificate of insurance, naming the BOCC, its employees and agents as additional insured. The BOCC also require the responsible Entity to defend, indemnify and hold harmless the BOCC, its employees and agents for losses arising out of the activities, services, or products of Entity and its suppliers, contractors, lessees, and consultants.
3. The insurance types and limits described in these Minimum Standards are stated to provide a minimum guideline and the County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Entity's interests or liabilities. Each SASO should also make its own evaluation to ensure adequate coverage. Such policies of insurance shall be maintained in full force and effect during all terms of existing Agreements, or renewals and extensions thereof. The SASO shall require its insurance carrier to notify the Airport Manager thirty (30) calendar days prior to cancellation of any policy, except for cancellation due to non-payment of premium which requires a ten (10) day notice. Such policies shall be for at least the minimum amounts specified in the Insurance Matrix found in Attachment B; in all cases, the policies and their respective limits must meet any statutory requirements of law.

4. All SASOs shall have permanent facilities of the type and size specified for the aeronautical activity or aeronautical service. If a SASO is performing more than one activity, then the requirement is for the greater space for each type of facility per activity. For example, the first activity requires ten thousand (10,000) square feet of hangar space and five thousand (5,000) square feet of office space and the second activity requires five thousand (5,000) square feet of hangar space and ten thousand (10,000) square feet of office space, the total requirement shall be ten thousand (10,000) square feet of hangar space and ten thousand (10,000) square feet of office space.

5. Any Entity desiring to construct, install, erect, or modify any building, structure, facility, or equipment on the Airport shall be required, as appropriate, to submit a copy of the plans and specifications for the same containing, at a minimum, a general layout, drawn to scale, showing the parcel of land actually required for the construction of such building or facility in addition to the portion of the property to be occupied by the building or facility proper; detailed drawings of the modification to any existing structure or equipment; specifications as to the construction desired; a site plan as required by, and in accordance with permitting authority requirements; and a plan for the security of the construction area and adjoining AOA or other airport security areas. This construction also must be shown on the current Airport Layout Plan. The applicant is responsible for preparing the FAA Airspace Study Checklist which the Airport Manager will submit to the FAA for the proposed on-airport construction or modification. The preceding shall be submitted to the Airport Manager for review and approval by the Board of County Commissioners. Prior approval and a pre-negotiated commercial lease agreement must be received by the applicant before submitting the plans to a permitting authority for any required permits.

Article 3 Application and Qualifications for SASO

- A. Any Entity conducting commercial business at the Airport and who desires to lease land or facilities from the BOCC must obtain a Franchise or Lease Agreement (**Attachment A**) between the prospective business and the BOCC. Demonstration of intent to conduct a business operation at the Airport shall be by application to the Airport Manager. The application shall consist at a minimum of:
 - a. The proposed nature of the Business with the names of all persons including partners, directors, or corporate officers and those who will be managing the Business.
 - b. A listing of assets owned, being purchased, or leased, which will be used in the business at the Airport.
 - c. Written authorization for the Airport Manager to obtain a credit report if necessary.

- d. Preliminary plans and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate FAA, Florida Department of Transportation, Brevard County and Airport requirements.
- e. Proof of ability to obtain liability insurance, or a certificate of insurance coverage appropriate to the proposed aeronautical activity.
- f. Requests for Permits, as needed, shall be presented to the Airport Manager. The information required differs depending on the Permit.
- g. Requests for Proposal (RFP) issued by the BOCC for specialized services may be offered at various times. These RFPs will have their own information requirements that may supplement, or replace, those found in this section.

Article 4 Action on Application

- A. All completed applications for a Franchise, Commercial Lease, or Permit will be reviewed and acted upon by the Airport Manager within Thirty (30) calendar days from receipt of a completed application.
- B. Applications may be approved or denied based on the following criteria:
 - a. The application meets qualifications, standards, and requirements established by these Minimum Standards.
 - b. The applicant's proposed operations or construction will not create a safety hazard on the Airport.
 - c. The granting of the application will not require any expenditure of Airport funds, labor or materials on the facilities described in, or related to, the application and the operation will not result in a financial loss to the Airport.
 - d. There is adequate space available on the Airport to accommodate the activity of the applicant.
 - e. The proposed airport development or construction complies with the currently approved Airport Layout Plan, Airport Master Plan and other Airport studies that have been approved by the BOCC.
 - f. The development or use of the area requested will not result in a congestion of aircraft, or buildings, or will not interfere with the operations of any present FBO/SASO on the Airport, such as problems in connection with air traffic or service, or will not prevent free access and egress to the existing FBO/SASO area, or will not result in depriving, without the proper economic study, an existing FBO/SASO of portions of its leased area in which it is operating.

- g. Any Entity applying, or having an interest in the business, has not supplied false information, or has not misrepresented any material fact in the application or in supporting documents, or has not failed to make full disclosure on the application.
 - h. Entities applying, or having an interest in the business, have not defaulted in the performance of any Agreement or Lease with the Airport.
 - i. The applicant has not been convicted of a felony, or crime of moral turpitude, previously had any lease or agreement with the Airport terminated for cause, violated any material Airport rule or regulation, Airport minimum standard, Florida Statute, or Federal Aviation Regulation.
- C. **Application Appeal Process.** The applicant shall have the ability to appeal the denial of an application by the Airport Manager to the County Manager's Designee, subject to the following provisions:
- a. Providing written notice of appeal to the Airport Manager within ten (10) calendar days of said denial.
 - b. The notice of appeal will be forwarded to the County Manager's Designee.
 - c. The County Manager's Designee shall render a decision in writing within thirty (30) calendar days of receipt of the notice of appeal.

Article 5 Specialized Aviation Service Operations (SASO)

Section 5.1 Statement of Concept.

- A. The BOCC has developed reasonable, relevant, and applicable Minimum Standards for SASOs. SASOs providing the same, or similar, services shall equally comply with all applicable Minimum Standards. SASOs shall not be permitted to provide fueling services to the public.
- B. Each SASO shall lease the required amount of space from the BOCC as specified in these Minimum Standards.
- C. Each SASO shall provide the Airport Manager, and keep current, a written statement of names, addresses, aircraft, and contacts of all personnel responsible for the operations and management of the SASO. Each SASO will provide the Airport Manager with a point-of-contact and phone numbers for emergency purposes. SASO services may include, but are not limited to:
 - Airframe and Powerplant Repair
 - Aircraft Component Repair
 - Aircraft Rental
 - Flight Training
 - Aircraft Sales
 - Air Charter Operations
 - Aerial photography or survey

- Aircraft Hangar Storage
- Aircraft Refurbishing and or Painting
- Avionics Repairs and Sales
- Banner towing or aerial advertising
- Cargo flights by non-tenants
- Carrier Services
- Crop Dusting, seeding, spraying, and bird chasing
- Hot air balloon or blimp operations
- Non-stop sightseeing flights that begin and end at Valkaria Airport
- Power line or pipeline patrol

Section 5.2 Minimum Standards

- A. A Permit or Lease is required for specialized operations. See the Airport Manager for application procedures. Operators must maintain sufficient hours of operation to meet public demand.

Article 6 Airframe and Powerplant Repair

Section 6.1 Statement of Concept

An Aircraft Airframe and Powerplant Repair business provides one, or a combination of, airframe, engine, and accessory repairs on aircraft. This category shall also include the sale of aircraft parts and accessories. Usually, this type of repair is performed on the aircraft, although it may also include the bench repair of items removed from an aircraft that are intended to be replaced on that aircraft.

Section 6.2 Minimum Standards

Except as otherwise provided in any existing Agreement or between the Operator and the Airport, an Operator conducting Airframe and Powerplant Repair services to the public shall be required to provide the following services and equipment:

1. The Operator under this section may provide services to a scheduled Air Carrier provided that the aircraft being serviced comply with all Airport Rules and Regulations and do not exceed any of the operational limitations of the Airport.
2. Maintain hours of operation sufficient to meet public demand. Have on duty at least one person who holds an FAA Airframe and Powerplant certificate. A SASO may at his discretion provide on-call services twenty-four (24) hours, seven (7) days a week for emergency purposes only.

3. Provide equipment, supplies and parts required for aircraft airframe, power plant, inspections, and other routine aircraft maintenance functions.

Section 6.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A ventilated hangar which will provide a minimum of three thousand (3,000) square feet of properly lighted floor space to perform work and to provide storage, office space, and a public waiting room area which includes sanitary restroom facilities.
2. A paved Apron area or hangar sufficient to tie-down and maneuver three (3) Small Aircraft. Airport ramp space may be rented to fulfil this requirement.
3. A paved parking area that complies with the County parking requirements for customer and employee parking. Paved parking adjacent to the G.A. Terminal is acceptable.

Article 7 Aircraft Parts Sales and/or Component Repair

Section 7.1 Statement of Concept

Aircraft Parts Sales and/or Component Repair business provides avionics, instrument, propeller or other aircraft part sales and component repair services.

Section 7.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

1. Sufficiently trained and/or certified personnel to accomplish the work required.
2. Maintain sufficient hours of operation to meet public demand.

Section 7.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of eight hundred (800) square feet of properly lighted shop space to perform work and to provide storage and office space.
2. A paved parking area that complies with the County parking requirements for customer and employee parking. Paved parking adjacent to the G.A. Terminal is acceptable.

Article 8 Aircraft Rental

Section 8.1 Statement of Concept

An Aircraft Rental Business engages in the rental or lease of aircraft to the public.

Section 8.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

1. A minimum of one (1) fixed wing or one (1) rotary wing aircraft either owned or under written lease to the Operator.
2. A minimum of one (1) employee on duty when aircraft are being rented (dispatched).
3. Maintain hours of operation sufficient to meet public demand.

Section 8.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building that will provide a minimum of eight hundred fifty (850) square feet of properly lighted hangar space.
2. A paved parking area that complies with the County parking requirements for customer and employee parking. Paved parking adjacent to the G.A. Terminal is acceptable.

Article 9 Flight Training

Section 9.1 Statement of Concept

A Flight Training business engages in instructing pilots in dual and solo flight training in fixed and/or rotary wing aircraft and provides such related ground school instruction as is necessary for taking a written/oral examination and flight check ride for the category or categories of pilot certificates and or ratings involved.

Section 9.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

1. A Flight Training Operator shall meet all the appropriate requirements under CFR Title 14, Part 61,141 and/or 142 and meet all requirements set forth by the Transportation Security Administration (TSA) regarding flight training.
2. A minimum of one (1) fixed wing or one (1) rotary wing aircraft, either owned or under written lease to the Operator.

3. A minimum of one (1) currently FAA Certificated pilot, with appropriate Instructor Rating and current FAA medical certificate if applicable, on duty during the appropriate business hours.
4. Maintain hours of operation sufficient to meet public demand.

Section 9.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of six hundred (600) square feet of properly lighted classroom and office space and have immediate access to customer waiting area/lounge and sanitary restrooms.
2. A paved parking area that complies with the County parking requirements for customer and employee parking. Paved parking adjacent to the G.A. Terminal is acceptable.

Article 10 Aircraft Sales

Section 10.1 Statement of Concept

An Aircraft Sales business engages in purchasing and selling of new and/or used aircraft through various methods including matching potential customers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers.

Section 10.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator engaged in the sale of new and/or used aircraft shall provide the following services:

1. Maintain all Federal, State and Local licenses required for the sale of aircraft in the State of Florida.
2. A minimum of one (1) currently FAA Certificated pilot with appropriate ratings and meeting all currency requirements, for the aircraft to be demonstrated.
3. Maintain hours of operation sufficient to meet public demand.

Section 10.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of four hundred (400) square feet of properly lighted hangar space to perform work.

2. A paved parking area that complies with the County parking requirements for customer and employee parking. Paved parking adjacent to the G.A. Terminal is acceptable.

Article 11 Air Charter Operations

Section 11.1 Statement of Concept

An unscheduled or scheduled Air Charter Operator engages in the business of providing air transportation (persons or property) to the general public for hire on an unscheduled or scheduled basis under CFR Title 14, Part 135. Air Charter Operations include Air Ambulance Operations. An Aircraft Management Operator is a commercial operator engaged in the business of providing aircraft flight dispatch, flight crews or aircraft maintenance coordination to the public and is included in Air Charter Operations.

Section 11.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

1. Be certificated under CFR Title 14 Part 135.
2. Maintain sufficient hours of operation to meet public demand.
3. Employ and make available, a minimum of one (1) currently FAA Certificated pilot with appropriate ratings and meeting all currency requirements for the aircraft to be operated.
4. The Operator shall have dispatch capability within six (6) hours of a customer request.
5. Employ one (1) person with experience and ability to provide charter quotes, schedule and dispatch support and customer service.

Section 11.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of eight hundred (800) square feet of properly lighted floor space to perform work, provide storage, office space, adequate space in order to be in compliance with TSA Private Charter and Twelve-Five Program Requirements and have immediate access to a customer waiting area and sanitary restroom facilities that comply with County Code Requirements.
2. The customer lounge/waiting area must be of a size adequate for the number of passengers flown, but at a minimum it must be eight hundred (800) square feet.

3. A paved apron or hangar space sufficient to tie down, park, and maneuver the aircraft that are being used for Part 135 Charter. Airport ramp space may be rented to fulfil this requirement.
4. A paved parking area that complies with County parking requirements. Paved parking adjacent to the G.A. Terminal is acceptable.

Article 12 Ultralight Vehicle Operations

Section 12.1 Statement of Concept

Ultralight Operators must comply with all provisions of the CFR Title 14, Part 103 and all Rules and Regulations issued by the Airport Manager.

Prior to any commercial ultralight operation, the Airport will determine if this activity will present, or create, a safety hazard to the normal operations of aircraft arriving or departing the Airport. If Airport staff determines that commercial operation of ultralight vehicles presents a safety hazard to other aircraft, this may represent a material breach of any lease agreement with the Airport.

Section 12.2 Minimum Standards

Except as otherwise provided in any Agreement between an Ultralight Operator and the Airport, the Operator shall maintain the following minimum standards:

1. Meet FAR Part 103.1 criteria and operate in accordance with FAR Part 103 or be certificated as an aircraft and operated under the applicable regulations.
2. If requested, cooperate with any FAA Inspection of the ultralight vehicle.
3. Ground instruction must be in possession of and operate at least one aviation band radio capable of two-way communications.
4. Equip the ultralight with a radio capable of two-way communications. Non-aviation band frequencies may be utilized for instruction purposes.
5. Provide insurance coverage in amounts not less than specified in **Attachment B**.

Article 13 Specialized Commercial Operations

Section 13.1 Statement of Concept

A Specialized Commercial Flying Service engages in air transportation for hire for the purpose of providing the use of aircraft including, but not limited to the following:

1. Non-stop sightseeing flights that begin and end at Valkaria Airport.
2. Skydiving
3. Crop dusting, seeding, spraying, and bird chasing

4. Banner towing or aerial advertising
5. Aerial photography or survey
6. Power line or pipeline patrol
7. Hot air balloon or blimp operations

Section 13.2 Minimum Standards

1. Written authorization is required for Specialized Commercial Operations. See the Airport Manager for application procedures.
2. Maintain sufficient hours of operations to meet public demand.
3. Maintain the proper Federal, State of Florida and Brevard County license for the type of operation conducted.

Article 14 Operation of Flying Clubs

Section 14.1 Statement of Concept

A flying club is defined as a non-profit or not-for-profit entity (e.g., a corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. Per FAA Order 51906.B:

1. The ownership of the Club aircraft must be vested in the name of the Flying Club or owned by all of its members and the property rights of the members of the club shall be equal
2. 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
3. Flying Clubs may not offer or conduct aircraft rental operations
4. Only members of the Flying Club may operate the aircraft.

All flying clubs desiring to base their aircraft and operate on the airport must comply with the requirements of these minimum standards.

Section 14.2 Minimum Standards

The club will operate pursuant to a permit for operation of a flying club issued by the Airport Manager or designee. Except as otherwise provided in any Agreement between the Flying Club and the BOCC, the Flying Club shall operate under the following conditions:

1. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft. Flying clubs may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft.
2. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person, or firm, other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment. The BOCC reserves the right to audit the club for the purpose of verifying that their books, records and receipts follow these minimum standards. The flying club with its application to the Airport will furnish the following information and will always maintain such information current:
 - Charter and bylaws
 - Ownership agreement
 - Articles of association or incorporation
 - Proof of aircraft ownership
 - Membership roster
 - List of officers and directors
 - Other documentation supporting club's existence, if available
 - Safety plan
3. The flying club agrees to protect, defend, reimburse, indemnify and hold the BOCC, its agents, employees and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney's fees) and causes of action of every kind and character (to the extent allowed by law except to the extent caused by the BOCC's negligence) by reason of any damage to property or the environment, including any contamination of airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be environmental contaminants at the time this permit is executed or as may be redefined by the appropriate regulatory agencies in the future, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with flying club's performance under this permit, flying club's use or occupancy of the premises, flying club's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of permit or any breach of the terms of the permit. Flying club recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant in accordance with laws of the State of Florida.
4. The flying club agrees, at its own expense, to carry and keep in force, pursuant to the insurance requirements in Attachment B, liability insurance covering bodily injury and property damage and such other insurance as may be necessary to protect the Authority herein from such claims and actions set forth in the foregoing indemnity clause. The insurance required will include the BOCC as an additional insured under the policies as to the operations of the flying club on the Airport for

all aircraft. The naming of the BOCC as an additional insured in such policies of liability insurance will not thereby cause the BOCC to be deemed a partner or joint venture with the flying club in its business conducted on the Airport. The flying club will provide the Airport Manager an insurance certificate, acceptable to the BOCC, evidencing the types and amounts of insurance for all aircraft as is required herein. No approval will be issued until properly completed insurance certificates are presented to and accepted by the Airport Manager.

5. Prior to the conduct of flying club's operations on the Airport, the flying club, without expense to the Airport, will obtain and cause to be kept in force at all times during the term of the Agreement liability insurance issued by a company or companies acceptable to the BOCC as provided in **Attachment B**.
6. The operation of the flying club will, in all cases, be non-commercial and the conduct of any commercial activity by the flying club, or the violation of any portion of this directive, will be grounds for immediate suspension or cancellation of the authorization to operate the flying club on the Airport.

Attachment B Insurance Requirements

1. General Requirements

- a. All FBOs and SASOs subject to the Minimum Standards must maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted on the Airport.
 - b. The County in no way represents that the types and limits of insurance are adequate to protect the Entity's interests and liabilities. It is understood that the specified amounts stated herein or in an Agreement shall in no way limit the liability of an Entity.
 - c. Each Entity will provide the Airport Manager with a Certificate of Insurance listing the County as an additional insured. This obligation shall not apply to any workers' compensation policy.
 - d. Each Entity shall maintain the minimum required insurance throughout the term of the Agreement and shall provide the Airport Manager with a new Certificate of Insurance annually upon renewal, or immediately following any change in coverage or insuring conditions.
 - e. Each Entity shall provide at their own expense comprehensive insurance, including but not limited to fire, theft and windstorm, for all personal property belonging to the Entity.
 - f. Any Entity with employees shall carry and maintain Workers' Compensation insurance in compliance with Florida statute, or submit to the Airport Manager state-issued exemption certificates for the same.
 - g. It shall be the Entity's responsibility to pay any retention or deductible for the coverages required.
 - h. Insurance policies must include a requirement that a 30-day notice of cancellation, material change, or non-renewal, or in instances of cancellation for non-payment of premium, ten (10) days' notice will be sent to the Airport Manager.
 - i. The County in no way assumes liability for injury and damage occurring on or in connection with the Airport, and the Authority reserves the right to claim any defense or immunity available under law.
 - j. All insurance required of any Entity shall apply to the County as primary coverage and shall be unaffected by any insurance which the County may carry in its own name.
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2. Hold Harmless

- a. Each Agreement with a SASO, or any other Entity doing business on the Airport, shall indemnify and save the County, its officers, and employees harmless from and against any and all claims, suits, actions, damages, and causes of action arising during the term of any bodily injury, loss of life or damage to property sustained in, about, or upon the premises occupied or used by any such Entity, FBO or SASO, or the buildings and improvements placed thereon, the appurtenances thereto, or any other claims or suits arising out of the Agreement, and shall indemnify and save the County harmless from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon and from and against any orders, judgments or decrees which may be entered therein. Each Agreement further shall provide that any such Entity, FBO, or SASO shall defend any action, complaint, or proceeding brought against the County as the result of any of the matters above delineated, all at no cost or expense to the County.

Attachment B
Insurance Matrix

Type of Use	¹ Comprehensive Airport Liability	² Hangar Keepers Liability	³ Aircraft & Passenger Liability	⁴ Environmental Liability	⁵ Commercial Auto Liability	Workers' Compensation
Fixed Base Operator (FBO)	\$2,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000/occ / \$2,000,000 aggregate	\$1,000,000/occ	Statutory Limits (Florida)
Aircraft Maintenance and Repair	\$1,000,000 per occurrence	\$1,000,000/occurrence	\$1,000,000/occurrence if pick up or delivery service performed, or any test flights	\$1,000,000/occ / \$2,000,000 aggregate	\$1,000,000/occ	Statutory Limits (Florida)
Aircraft Component / Avionics or Instrument Maintenance	\$1,000,000 per occurrence	\$500,000/occurrence – or comparable bailee coverage for personal property of others in shop owner's care, custody or control	\$1,000,000/occurrence if pick up or delivery service performed, or any test flights	Not Applicable	\$1,000,000/occ	Statutory Limits (Florida)
Aircraft Rental	\$1,000,000 per occurrence	Not Applicable	\$1,000,000 per occurrence	Not Applicable	\$1,000,000/occ	Statutory Limits (Florida)
Flight Training	\$1,000,000/occurrence specifically including negligent instruction	Not Applicable	\$1,000,000 per occurrence	Not Applicable	\$1,000,000/occ	Statutory Limits (Florida)
Aircraft Sales	\$1,000,000/occurrence specifically including negligent instruction	\$1,000,000/occurrence if aircraft are being sold on consignment	\$1,000,000/occurrence if demonstration flights are performed	Not Applicable	\$1,000,000/occ	Statutory Limits (Florida)
Commercial Aircraft Storage	\$1,000,000 per occurrence	\$1,000,000/occurrence required if SASO takes care, custody or control of non-owned aircraft	\$1,000,000/occurrence with \$100,000/person, maintenance.	\$1,000,000/incident / \$2,000,000 aggregate – applicable for SASO that performs fuel and/or maintenance.	\$1,000,000/occ	Statutory Limits (Florida)
Air Taxi/Charter Ops	\$1,000,000 per occurrence	Not applicable	\$1,000,000 per occurrence	\$2,000,000 aggregate – applicable for SASO that performs fuel and/or maintenance.	\$1,000,000/occ	Statutory Limits (Florida)
⁶ Specialized Aviation Service Ops SASO	\$1,000,000 per occurrence	Not applicable	\$1,000,000 per occurrence	\$1,000,000/incident / \$2,000,000 aggregate – applicable for SASO that performs fuel and/or maintenance.	\$1,000,000/occ	Statutory Limits (Florida)
Ultralights,	Not Applicable	Not Applicable	\$1,000,000 per occurrence	Not Applicable	Not Applicable	Not Applicable
Flying Club	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Private Owner Storage	Not Applicable	Not Applicable	\$1,000,000/occurrence Shall include endorsement for airport premises liability	Not Applicable	Not Applicable	Not Applicable

¹ Comprehensive Airport Liability to include coverage for airport operations (premises/operations), products and completed operations, contractual liability, fire legal liability, personal injury.
² Hangar Keepers Liability to include coverage for property damage to non-owned aircraft while in the care, custody or control while not in motion.
³ Aircraft & Passenger Liability to include coverage for flight operations – Aggregate as stated above to include \$100,000/person, \$300,000/occurrence and \$100,000 property damage
⁴ Environmental Liability applicable to any operation that performs fueling, or generates or handles hazardous substances including waste oil, solvents, detergents, waste fuel and used oil filters.
⁵ Commercial Auto for vehicles operated on Airport property in furtherance of SASO activities, with coverage for bodily injury & property damage for owned, non-owned and leased/rented/hired vehicles.
⁶ Specialized Aviation Service Operations SASO include, but are not limited to: sightseeing, crop dusting, aerial photography or surveying, firefighting activities, blimp operations

EXHIBIT D

**VALKARIA AIRPORT (X59)
COMMERCIAL LEASE AGREEMENT**

It is agreed by and between BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, (henceforth referred to as "Landlord" or "County"), and:

_____, dba _____ (henceforth referred to as "Tenant") that Landlord leases to Tenant and Tenant leases from Landlord, commencing this _____ (day) of _____ (month), 20 _____ (year), that the hangar unit identified as _____ the "Premises", which is located within a Brevard County-owned hangar facility at the Valkaria Airport, designated "X59," (henceforth referred to as "Airport"), for the purpose of aircraft storage and/or for the purpose of conducting a commercial aeronautical activity in accordance with and subject to all terms and conditions set forth in this Commercial Lease Agreement, (henceforth known as "Lease"), which shall be binding upon Landlord, Tenant, and those individuals expressly identified as "Authorized Users" in Section 2 of this Lease and named in Attachment C. Landlord and Tenant may be referred to in this Lease individually as "Party" or "Entity," or collectively as "Parties," or "Entities."

1. Definitions.

For the purpose of this Lease, the definitions contained in Article I of Valkaria Airport Rules and Regulations 2018, the Federal Aviation Act of 1958, applicable FAA, or Florida Department of Transportation rules and regulations, and in any later amendments to any of such documents shall be considered as included herein. If there is any conflict or inconsistency between the definitions set out in any of the above-stated documents and those set out in this Lease, Federal laws shall prevail.

Abandon: means to forsake, desert, give up and/or surrender one's claim or right, license, use, or privilege.

Adjustment Date: means the first day of October, so long as this document remains in effect.

Aeronautical Activity: as defined by FAA Order 5190.6B and any subsequent amendment as any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. It includes, but is not limited to: 1) air taxi and charter operations; 2) scheduled or nonscheduled air carrier services; 3) pilot training; 4) aircraft rental and sightseeing; 5) aerial photography; 6) crop-dusting; 7) aerial advertising and surveying; 8) aircraft sales and service; 9) aircraft storage; 10) sale of aviation petroleum products; 11) repair and maintenance of aircraft; 12) sale of aircraft parts; 13) parachute activity; 14) ultralight activities; 15) sport pilot activities; and 16) military flight operations.

Aeronautical Services: means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport by a person who has a lease or agreement from the Airport to provide such services.

Aeronautical Use: means 1) storage of active aircraft; 2) final assembly of aircraft under construction; 3) non-commercial construction of amateur-built or kit-built aircraft; 4) non-commercial maintenance, repair, or refurbishment of aircraft, but not indefinite storage or non-operational aircraft; 5) storage of aircraft handling equipment, e.g., tow bars, glider tow equipment, workbenches and tools, and materials used in the servicing, maintenance, repair, or outfitting of aircraft.

Agreement: a negotiated and legally binding arrangement between parties.

Aircraft: means a device that is used or intended to be used for flight in the air, including, but not limited to: an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, UAV, or remotely-piloted vehicle.

Airport: means Valkaria Airport, Identifier X59.

Airport Layout Plan: means the current Airport Layout Plan and each of its elements as approved by the FAA.

Airport Manager: means the person duly appointed by the governing body of the Board of County Commissioners of Brevard County, Florida as the "Manager of the Airport" and the "Manager's Designee."

Airport Master Plan: means the Valkaria Airport Master Plan (AMP) as approved by the Board of County Commissioners of Brevard County, Florida.

Aircraft Movement Area (AMA): means the runways, taxiways and other areas of the Airport that are utilized for taxiing, takeoff, and landing of Aircraft.

Air Operations Area (AOA): means all Airport areas where Aircraft can operate, either under their own power or while in tow. The AOA includes runways, taxiways, and apron areas.

Airport Rules and Regulations: means the Brevard County Policy BCC-79 Rules and Regulations for Valkaria Airport (X59), Minimum Standards, and the Rates and Charges Adjustment Plan (RCAP), or any amendments thereto, attached and incorporated herein.

Airworthy: means an aircraft that can be flown in full accordance with Federal Aviation Regulations.

Apron or Ramp: means those areas of the Airport within the AOA designated for loading, unloading, servicing, or parking operational Aircraft.

Authorized Area: means a specified location, approved by the Airport Manager, as accessible to authorized persons only.

Authorized User: means a Qualified Aeronautical User who is expressly identified in Attachment C of Lease documents as being approved by Tenant as someone who may access or use the Premises for aeronautical purposes without being accompanied by Tenant. An Authorized User is limited to the following persons: 1) Aircraft co-owner named on FAA registration documents; 2) a named member of Tenant's immediate family; or 3) a single individual, only if a Qualified Aeronautical User as named in Attachment "C", whom Tenant desires to have independent access to and use of Premises.

AWOS: means Automated Weather Observing System; a fully configurable Airport weather system that provides continuous, real time information and reports on Airport weather conditions.

Base Index: means the CPI for the month of June in the year prior to the then current Adjustment Date. For example, for the first Adjustment Date the Base Index shall mean the CPI for the previous month of June.

BOCC: means Brevard County Board of County Commissioners, a political subdivision of the State of Florida.

Code: means the code of laws of any Local, State, or Federal Agency, as may be amended from time-to-time.

Commencement Date: means the date upon which Tenant takes physical possession of the leased Premises.

Commercial Activity: means any activity conducted with intent to profit, whether resulting in a profit, loss or gain, including fundraising.

Commercial Aeronautical Activity: means any Aeronautical Activity intended to secure earnings, income, compensation, or profit, whether such objectives are accomplished.

Common Access Area: means that area of the Airport designated by the Airport Manager, which is outside the AOA, for common and non-exclusive use outside the Airport perimeter fence, by persons authorized to have public access and use of the Airport, and includes without limitations, the parking areas and roadways.

Co-Owner: means an individual named on FAA aircraft registration.

County: means the Board of County Commissioners of Brevard County, Florida or its designee.

CPI: means the Consumer Price Index when used for the calculation of adjustment of Lease amount and will be obtained from the Department of Labor website in July of each year, or per individual Lease terms.

CTAF: means the Common Traffic Advisory Frequency for the Airport.

Days: means calendar days including weekends and all holidays.

Derelict Aircraft: means any aircraft that is not in a flyable condition or cannot reasonably be made flyable within six (6) months, does not have a valid airworthiness certificate and/or registration issued by the Federal Aviation Administration and is not in the process of being actively repaired. Active repair shall not exceed six (6) months.

Designated Aircraft: means every Aircraft that is both: 1) stored on the Premises; and 2) expressly and separately identified as a Designated Aircraft in Attachment "A" of Lease documents.

Directive: means ministerial instructions and guidance serving to govern and direction operational matters. Directives can be used for both internal and external guidance. All Directives will be approved by the Airport Manager.

Employee: means an individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied, and has recognized rights and duties. Also called worker.

Entity: means a person, persons, firm, partnership, limited liability corporation, unincorporated proprietorship, association, or group.

FAA: means the Federal Aviation Administration.

FAR: means Federal Aviation Regulation.

FBO/SASO: means aviation businesses or Fixed Base Operators/Specialized Aviation Services Operations and are duly licensed and authorized by written agreement with the Airport owner to provide aeronautical activities and services at the Airport under strict compliance with such agreement and pursuant to the Airport's Minimum Standards.

Fire Department: means that Fire Department having jurisdiction over the Airport.

Fire Extinguisher: means a portable, manually-operated, regularly inspected and maintained unit, utilizing extinguishing agents that are expelled under pressure.

Flammable Liquids: means a liquid that is combustible and can burn or cause a flame.

Flying Club: means a non-profit or not-for-profit entity (e.g., a corporation, association, or partnership) organized for the express purpose of providing its members with Aircraft for their personal use and enjoyment. Per FAA Order 5190.6B: 1) the ownership of Flying Club Aircraft must be vested in the name of the Flying Club, or owned by all its members and the property rights of the members of the Flying Club shall be equal; 2) 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; 3) Flying Clubs may not offer or conduct Aircraft rental operations; 4) only members of the Flying Club may operate the Aircraft.

Franchise: means a written, negotiated contractual agreement between the Airport, or BOCC and an Entity which is enforceable by law. Wherein said agreement grants a concession or otherwise authorizes the conduct of certain aeronautical services or activities.

Fuel: means the aviation petroleum product used to operate piston or jet turbine engines.

Fuel Operations: means the dispensing of aviation fuel directly into Aircraft or dispensing the same from a separate medium such as a fuel truck or self-fueling facility.

Gross Weight: means the maximum allowable gross landing weight of Aircraft as determined by the FAA or other governmental agency having jurisdiction to define gross weight in the respective context.

Helicopter: means a rotorcraft that, for its horizontal motion depends principally on its engine-driven rotors.

Improvements: means all buildings, structures, and facilities. Improvement may include pavement, fencing, signs, and landscaping that is constructed, installed, or placed on, under, or above any leased area.

Invited Guest: means an individual, not an Authorized User, or commercial aviation operator, or other person authorized under the Airport Rules and Regulations, and the Airport Minimum Standards who is invited by the Tenant to enter the Premises while accompanied and escorted on and off the Airport property by the Tenant. Invited Guest shall always remain within twenty five (25) feet and within line-of-sight of Tenant while on Airport property. Tenant shall be allowed no more than eight (8) Invited Guests at one time.

Law Enforcement Agency: means any law enforcement agency having jurisdiction over the Airport.

Lease: means a contract between the Airport owner/operator and an Entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The Lease must be in writing, executed by both parties, and enforceable by law.

Maintenance: means the inspection, overhaul, repair, preservation, and replacement of parts of an Aircraft, excluding preventive maintenance.

Minimum Standards: means the standards which are established by the Airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

Motor Vehicle: means a self-propelled device in, upon or by which a person or property may be transported, carried, or otherwise moved from point-to-point except Aircraft or devices moved exclusively upon stationary rails or tracks.

Movement Area: means runways, taxiways, and other areas of the Airport which are used for taxiing, hover-taxiing, air-taxiing, take-off, or landing of Aircraft, exclusive of loading ramps and Aircraft parking areas.

NFPA: means the National Fire Protection Association.

NOTAM: means a Notice to Airmen published by the FAA.

Non-Profit: means activities undertaken for philanthropic, religious, charitable, benevolent, humane, public-interest, or similar purpose.

Operator: means both commercial and non-commercial operators.

Ownership Interest: means the ownership of an Aircraft with the authority to control and dispose of the Aircraft, rather than a leasehold interest.

Park: means to put, or leave, or let a Motor Vehicle, or Aircraft stand, or stop in any location whether the operator thereof leaves or remains in such vehicle or Aircraft when such standing or stopping is not required by traffic controls or by conditions beyond the control of the operator.

Permit: means Leases, space-use permits, special event permits, concession agreements, landing fee agreements, or other written grants of permission authorized by the Board of County Commissioners to use the Airport, or part thereof, for the conduct of commercial activity or non-commercial activity not otherwise authorized in a lease agreement.

Person: means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and includes any trustee, receiver assignee, or similar legal representative thereof.

Policy: means a general principle or plan by which the BOCC is guided in its management or public affairs. The BOCC will approve all policies.

Possessory Interest: means an immediate right of possession and control, for the sole purpose of aircraft maintenance, not to exceed a period of six (6) months.

Premises: means land and the improvements on it, a building, store, shop, apartment, or other designated structure.

Preventive Maintenance: means a simple or minor preservation operations of Aircraft and the replacement of small standard parts not involving complex assembly operations as delineated in Code of Federal Regulations (CFR) Title 14 Part 43.

Private Vehicle: means a vehicle transporting individual(s) or property for which no charge is paid directly or indirectly by the passenger(s) or by any other individual(s) or Entities.

Public Areas: means a specified location maintained or planned for community use to the extent of activities that are allowed as any "community use."

Public Parking Facilities: means all vehicle parking facilities provided for the public at the Airport outside of the Air Operations Area (AOA).

Qualified Aeronautical User: means an individual who is in possession of a current government-issued pilot certificate, requisite medical certificate, and a valid government-issued photo identification, and if pilot certificate is not current, individual is under supervision of a current, certified instructor/examiner in the process of a biennial flight review for currency.

Ramp: See Apron.

Restricted Area: means any area of the Airport inside the fenced portion of the Airport property, for the purpose of restricting entry.

Rotorcraft: means a heavier-than-air Aircraft that depends principally for its support in-flight on the lift generated by one or more rotors.

Runway: means a restricted area used solely for take-off and landing of Aircraft.

Special Event Permit: As defined in **Section 14 – Valkaria Airport Rules and Regulations**.

Sponsor: means a local, municipal or state government body or a private Entity obligated to the federal government to comply with the assurances contained in grant agreements or property conveyance instruments.

Taxi-Lane or Taxiway: means those portions of the AOA authorized or designated in the Valkaria Airport Master Plan (AMP), and Airport Layout Plan (ALP), for the surface maneuvering of Aircraft.

Tenant: means the entity named herein and who executes a lease or agreement with the BOCC.

Tie-Down: means to secure an Aircraft to the ground or paved surface by means of rope or chain devices to prevent movement.

Touch-and-Go: means an operation by an Aircraft that lands and departs on a Runway without stopping or exiting the Runway.

Transient Aircraft: means an Aircraft not using the Airport as its permanent base of operations.

Ultralight Aircraft: means an Aircraft as defined in FAR Part 103.

Unicom: means the Universal Communications Frequency.

Variable Index: means the CPI for the month of June prior to the then current Adjustment Date.

Weapon: means any dirk, knife, metallic knuckles, slingshot, billie, tear-gas gun, chemical weapon or device, gun, blackjack, any explosive device or other deadly weapon or substantiating instrument that can be utilized to coerce, intimidate, or injure an individual.

2. Authorized User.

- a. An Authorized User is subject to the terms and conditions of this Lease to the same extent as the Tenant but has no right of use or occupancy of the Premises under this Lease greater than or independent than that of the Tenant and may not continue to use or occupy the Premises in the event Tenant's right to use or occupy the Premises under this Lease if terminated for any reason.
- b. An individual does not qualify as an Authorized User unless the individual is specifically identified in Attachment C and is compliant with the totality of this Lease.
- c. The authority of an individual identified as an Authorized User to access and use the premises:
 - i. may be withdrawn at any time by Tenant upon written notice to Landlord
 - ii. may be terminated by Landlord in accordance with this Lease; and in either event, the individual's name shall be removed from Attachment C as an Authorized User.
- d. No other person shall have authority to independently access and use the Premises; however, nothing herein shall preclude the Tenant from having an invited guest accompany Tenant in use of the Premises in accordance with Airport Rules and Regulations.
- e. Total number of Authorized Users is unlimited for commercial leases.

3. Hangar Occupancy.

- a. Medium and Large Hangars shall have, at minimum, one (1) aircraft stored within the hangar.

- b. Hangar shall not be vacant more than ninety (90) consecutive days. Hangar vacancy more than ninety (90) days will be considered a material breach of this Lease and will result in termination of this Lease. **Exception:** The occupancy requirement does not apply if Tenant's primary residence is out of the State of Florida.

4. Basic Information.

- a. No entity shall conduct a commercial aeronautical activity unless a valid commercial lease agreement authorizing such activity has been entered into. Commercial, non-aeronautical activities require prior approval from Airport Management.
- b. Tenant shall complete Attachment A which is included as a part of this Lease. Tenant expressly represents that the information provided in Attachment A is true, accurate and complete as of the commencement date of this Lease and shall remain so through the term of this Lease unless otherwise modified or corrected in writing.

5. Term.

- a. The term of this Lease (the "Term") shall begin on the Commencement Date and shall continue from that date for a maximum term of six (6) months, after which the Lease will continue on a month-to-month basis, or until either Landlord or Tenant terminates the tenancy as provided herein or the Term of this Lease expires, or this Lease is deemed to be cancelled.

6. Rent.

- a. **Monthly Rent** – Tenant shall pay to Landlord rent in the sum of \$ _____ Per month (the "monthly rent"), which shall be due and payable in advance on the first day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next Working Day. The amount of rent shall include applicable taxes and shall be determined according to the Rates and Charges Adjustment Plan, which is Attachment B of this Lease.
- b. **Commercial Business Fee** – Tenant shall pay to Landlord a fee of \$100 per month, in addition to monthly rent, for commercial use of Premises. No Entity shall be permitted to engage in commercial activities unless it is current in the payment of rents, fees, or other sums accruing to the airport under any and all agreements. **Exception:** Flying Clubs, as defined in this Lease, shall be exempt from the \$100 fee.
- c. **Adjustment to Rents** – Landlord, as approved by the Board of County Commissioners of Brevard County, Florida, may adjust the amount of the monthly rent and/or the additional rent to be paid under this Lease after the lease term, but any such adjustment shall not become effective until Landlord gives Tenant at least thirty (30) days written notice of such adjustment.
- d. **Annual Adjustment** – The base rent shall be automatically adjusted annually on the Adjustment Date. For purposes of this Lease, the Landlord and Tenant recognize and agree that the purchasing power of the United States dollar is evidenced by the (CPI) published by the Federal Government. The capitalized terms used herein are set forth in Section 1, "Definitions" of this Lease. Effective on each Adjustment Date, base rent shall be increased only in the same proportion as the CPI. The increases will be calculated as follows: 1) subtract one point zero (1.0) from a fraction, the numerator of which shall be the Variable Index, and the denominator of which shall be the Base Index; then 2) multiply the result obtained in 3) above by the base rent immediately prior to the Adjustment Date. Notwithstanding the foregoing, in no event shall the new base rent be less than the previous years' base rent.
- e. **Commercial Fees and Charges** – The operator shall pay the fees and charges as detailed in the Rates and Charges Adjustment Plan for any applicable activities.

- f. **Additional Charges** – If the monthly rent and any other sums then due and payable are not paid by 5:00 p.m. on the fifth (5th) Day of each month, tenant shall be assessed a late charge in accordance with the RCAP. If any check given by Tenant to Landlord for payment of the monthly rent, or any other sum due under this Lease is returned for insufficient funds, a “stop payment” or any other reason, Tenant shall be assessed an additional return check fee based in accordance with the RCAP.
- g. **Electric Overage** - All hangars in which there is heavy electric usage (e.g. car charging, , welding, etc.) and does not pay its own electric bill, shall incur charges per the RCAP
- h. **Payments** – All payments shall be made to Landlord at the Airport Terminal Office during normal business hours, or mailed to: **Valkaria Airport, 1 Pilots Place, Malabar, FL 32950.**

7. Security Deposit.

- a. At or before the Commencement Date, Tenant shall pay Landlord a security deposit in an amount equal to one month’s rent including applicable taxes, and additional rent then due. Landlord shall use the amount on deposit as reasonably necessary to do any of the following: 1) Use deposit toward any unpaid balance by Tenant; 2) repair damages to the Premises exclusive of ordinary wear and tear; 3) Clean the Premises if necessary; 4) Replace any lock and all keys to the Premises furnished by Landlord to Tenant and that are lost or not returned at the termination of this Lease. Landlord shall refund Tenant balance of security deposit after such deductions within thirty (30) days after the expiration of this Lease. If deductions have been made, Landlord shall provide Tenant with an itemized account of each deduction including the reasons for and the dollar amount of each deduction. 5) If the amount due and owing to Landlord under this Lease is more than the security deposit, Tenant shall remain liable to Landlord for such excess. **Tenant’s Security Deposit will not be accepted in lieu of last month’s rent.**

8. Acceptance of Premises.

- a. Tenant accepts the Premises on an “AS IS” basis and useable for aeronautical purposes. Landlord disclaims, and Tenant accepts such disclaimer of any warranty, either expressed or implied, of the condition, use, or fitness respecting the Premises, including but not limited to, the hangar structure, hangar doors, security lock, site drainage, electrical service, and equipment necessary to secure an aircraft; and Tenant assumes full responsibility to furnish any additional or replacement equipment necessary to properly secure and store any aircraft. Tenant acknowledges the opportunity to inspect the Premises with Landlord prior to affecting this Lease, to note exceptions to the conditions of the Premises. Any exceptions noted during the inspection are denoted on a Premises inspection form and recognized by both parties.

9. Fire Extinguisher.

- a. Tenant shall provide and maintain a 2A:20BC Fire Extinguisher on the Premises at all times. The Fire Extinguisher shall be inspected and serviced annually in accordance with Airport Rules and Regulations 2018.

10. Vehicle Parking.

- a. Tenant may park one operable vehicle immediately adjacent to the Premises when Tenant is in the Premise. Vehicle(s) may be stored in the Premises provided Aircraft can still fit safely in the Premise. Storage of vehicle(s) is acceptable provided both the vehicle(s) and Aircraft can enter and/or exit the Premises without having to move either the vehicle or aircraft to do so. Storage of any vehicle(s) is secondary to the primary storage of Aircraft.

- b. Tenant shall not park any vehicle in a manner that interferes with aircraft operations, or 1) On any Airport Operations Area; 2) Within 15' of any fire hydrant per Florida Statute 316.1945(b)2 3) In any designated Fire Lane; 4) Double-park on any portion of Airport property.

11. Gate Access Card.

- a. On or before the Commencement Date, Landlord, at its expense, shall issue one (1) gate access card to Tenant. Tenant may obtain additional access cards for Tenant or any Authorized User of the Premises for a fee in accordance with the RCAP. Tenant and any Authorized User are responsible for the safekeeping of all gate access cards and their return at the termination of this Lease. Unauthorized use of a gate access card by a person other than Tenant or an Authorized User is an Airport security violation and a material violation of this Lease. Lost, stolen or damaged cards may be replaced in accordance with fee schedule found in the RCAP.

12. Right of Access.

- a. During the term of this Lease, Tenant and any Authorized User of the Premises shall have a right to use the portion of the Airport identified herein as the Airport Movement Area specifically for access to and from the Premises. Invited Guests must, at all times: 1) Be escorted on and off airport property by Tenant; 2) Remain within 25' and within line-of-sight of Tenant. This right of use is non-exclusive and subject to all applicable rules and regulations of the Airport. This right of use automatically expires upon the expiration or termination of this Lease and/or non-compliance with Airport Rules and Regulations and issuance of a trespass warning.

13. Prohibited Activities/Items.

- a. Storage of derelict aircraft.
- b. Fueling of aircraft or other vehicles or equipment is strictly prohibited inside the Hangar.
- c. No hazardous materials in limits excessive of normal household use quantities shall be stored or used on the Premises.
- d. Any electrical device/appliance that could overload the circuit breaker is strictly prohibited. Such prohibited electrical appliances or combination of appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, stoves, and freezers or refrigerators greater than fourteen (14) cubic feet. Flexible cords shall not be affixed to the hangar or structure or under floor coverings. Extension cords are permitted only with portable devices/appliances while in immediate, short-term use.
- e. The storage of items is limited to those that do not interfere in any way with the aeronautical use of the hangar.
- f. Signs or advertising matter of similar type may be placed upon the outside of the Premises in accordance with Airport Rules and Regulations 2018 and the RCAP.

14. Maintenance of Premises.

- a. Tenant shall maintain the Premises in a clean, safe and secure condition at all times; shall properly dispose of trash; shall not deliberately or negligently damage or allow damage to the Premises that will lessen its value to Landlord; and, at the end of this Lease, shall return the Premises to the Landlord in a clean and habitable condition, reasonable wear and tear excepted.
- b. Tenant shall ensure that any pre-flight fuel samples are not disposed of on the floor, apron, or ground. Tenant shall dispose of pre-flight fuel samples in their own waste fuel storage container and dispose of the contents properly at a site that is either off-airport property or clearly designated as being for fuels.

- c. Absorbent floor materials such as carpeting, cardboard, or similar materials are specifically prohibited for use within the Premises except as permitted in writing by the Airport Manager.

15. Compliance.

- a. In accessing, using and maintaining the Premises, Tenant shall at all times comply with all applicable federal, state, county and local laws, statutes, grant assurances, rules, regulations, codes, ordinances, resolutions including but not limited to Chapter 18, Brevard County Code and the Airport Rules and Regulations 2018 and applicable FAA regulations and Grant Assurances in effect at any time during this Lease.
- b. Tenant hereby acknowledges having received and read the current version of the Airport Rules and Regulations and Attachment B.

Tenant Initials

16. Inspection.

- a. If the Premise requires a lock, the Airport shall provide a combination lock with keyed bypass. The combination to Premise will be on file and maintained by the Airport. If Tenant wishes to change its combination, written notice will be required from Tenant and airport staff will change the combination for Tenant. At no time is Tenant permitted to change its own combination or lock. Replacement locks will be provided by the Airport consistent with fees listed in the RCAP. Changes to lock combinations by anyone other than Airport staff is considered a material violation of this Lease and subject to termination.
- b. Landlord shall have the right to access or inspect the Premises with or without the Tenant being present, at any time, or in case of emergency for the purpose of making any inspection it may deem necessary to the enforcement of any of the conditions of this Lease, Airport Rules and Regulations, FAA Grant Assurances, Federal or State law, or for any health and safety issues. For these situations, where, in the judgement of Landlord, it is necessary or desirable to temporarily remove the aircraft or other property from the Premises, Landlord shall have the right, with or without notice to the Tenant, to temporarily move the aircraft or any property using methods of removal deemed suitable by Landlord.
- c. Landlord shall exercise ordinary care in the movement, relocation, or removal of aircraft or property, and may temporarily store said aircraft or property in a location deemed appropriate by Landlord. Landlord shall assume no liability for damage to any aircraft or property moved under the provisions of this section of this Lease, provided the Landlord has exercised ordinary care of the aircraft or property.

17. Operation of Aircraft.

- a. Tenant is responsible for operation of the aircraft in accordance with the applicable federal, state, city, and Airport rules, regulations, and laws as well as all FAA regulations as applicable. Failure to comply with this provision of this Lease will be considered a violation of this Lease and will be subject to termination.

18. Assumption of Risk.

- a. All aircraft and other personal property stored at the Airport are at the Tenant's sole risk. Landlord assumes no liability for loss or injury to persons or property.

- b. Nothing in this Lease shall be construed as obligating Landlord to maintain and operate the public portions of the Airport during the entire term of this Lease. Tenant has been advised and understands that the United States government has the right and power to discontinue and terminate all public airport activities at any time it deems necessary or advisable, for any reason whatsoever, and upon such discontinuances and termination, Landlord will not be liable to Tenant or Joint Tenant for any damages. Landlord shall not be obligated to abate any rent payments during any discontinuance or termination of use of the Airport that is ordered by the State of Florida or the United States Government for public health, safety, or security reasons. However, the Tenant shall have the right to terminate this lease effective on the date of such discontinuance or termination in accordance with the notice requirements of this Lease.

19. Indemnification.

- a. Tenant shall indemnify, defend, and hold harmless Landlord and its officers and employees, from and against any and all loss, cost, damage, expense and liability, of every kind and description, including but not limited to, attorney's fees and litigation costs, which in whole or in part arises out of the use or occupancy of the Premises or Airport by Tenant and Authorized User, Invited Guest, or except for any such injury or damage arising out of the sole negligence of Landlord, its officers, agents, or employees.
- b. Tenant shall release and hold harmless the Landlord, and its employees and agents, from any and all loss, injury, damage to persons or property, or other liability of any nature occasioned by, but not limited to, fire, theft, vandalism, rain, flood, windstorm, hail, earthquake, hurricane, tornado, collision, or from any other cause, whether such cause be a direct, indirect, or merely a contributing factor in producing said loss, injury, damage, or liability, except for any injury or damage arising out of the sole negligence of Landlord, its officers or employees.
- c. **Environmental Indemnification** – The Landlord assumes no liability for and the Tenant expressly agrees to indemnify and hold the Landlord harmless in respect of any and all costs, liabilities, expenses, losses, claims, damages, injuries, or obligations arising from or in connection with the use, storage, treatment, disposal, discharge, release, or other handling during treatment, disposal, discharge, release, or other handling during the term of this Lease on the Premises of any hazardous substances, hazardous wastes, toxic substances, or other pollutants as now or in the future defined under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (as amended by the Superfund Amendments and Reauthorization Act of 1986 "SARA") 42 U.S.C. §6901 et seq. or any other Federal, State of Florida or local law or regulation pertaining to the protection of the environment or employee safety and health, including but not limited to any and all liabilities or obligations in the nature of remedial action(s) that may be required of the Landlord as a consequence of the Tenant's activities on the Premises during the time that this Lease shall be in effect. The Tenant shall not be responsible for any such claims, expenses or damages resulting from any such claims pertaining to the protection of the environment or employee health and safety brought onto the Premises by any person other than the Tenant after the date that the Tenant vacates the Premises.
- d. It is agreed by the parties hereto that specific consideration has been received by the Tenant under this Lease for this hold harmless indemnification provision.
- e. The representations, covenants and indemnifications contained in this Paragraph 19 shall survive the termination of this Lease. The Landlord and the Tenant agree that the costs, liabilities, expenses, losses, claims, damages, injuries, or obligations referred to above include reasonable attorney's fees.
- f. Nothing contained in this Lease shall be construed as a waiver of the Landlord's right to sovereign immunity under Section 768.28 Florida Statutes, or other limitations imposed

on the Landlord's potential liability under state or federal law. Nothing herein shall be construed as the Landlord's consent to be sued by third parties.

20. Insurance.

- a. **General** – The TENANT hereby covenants that it has, and will maintain in force and effect, for the duration of this Lease the required policies of insurance specified in Attachment B of the Valkaria Airport Minimum Standards from a financially solvent insurance carrier(s) authorized to provide insurance in the State of Florida. LANDLORD in no way represents that the types and limits of insurance are adequate to protect the TENANT's interests and liabilities, and that the specified amounts stated therein are minimum requirements. There are no exceptions to this requirement. For example, the lack of storage of an aircraft on the Premises is not an exemption to this requirement.
- b. The TENANT shall provide a valid Certificate of Insurance ("COI") to the LANDLORD demonstrating that the aforementioned insurance requirements have been met prior to the Lease becoming effective, during hangar inspection, and whenever there has been any change in insurance, such as modifying coverage or a change in the insurance provider.
 - i. The COI(s) shall indicate that the policy has been endorsed to cover the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as an additional insured and that the County shall be provided within thirty (30) days' written notice of any material change, cancellation, non-renewal, or other condition.
 - ii. TENANT shall deliver a copy of the policy or Certificate of Insurance to the office of the Airport Manager prior to TENANT occupying the Premises.
- c. Tenant understands that the receipt of any required insurance certificate(s) by the Airport does not constitute agreement that the insurance requirements of this Lease have been met. Absence of enforcement on the part of the Airport to obtain certificate(s) or other evidence of insurance from Tenant shall not be deemed a waiver by the Airport. Nonconforming insurance shall not relive Tenant from its obligation to provide insurance specified herein.
- d. Non-fulfillment of the insurance conditions herein, including but not limited to failure to procure or maintain, or the cancellation or other termination of any insurance policy issued in compliance with this Lease shall constitute a material breach of this Lease. The failure to cure such a breach within seven (7) days of receipt of written notification will result in termination of this Lease.
- e. Tenant must provide proof of insurance to the Landlord's satisfaction, prior to occupying the Premises.

21. Occupant Responsibility

- a. Tenant is jointly and severally liable for all Lease obligations. If any Authorized User, Invited Guest, agent, or occupant violates the Lease, Tenant is considered to have violated the Lease and is subject to lease termination.

22. Construction Activities.

- a. Tenant acknowledges and understands that construction activities may be undertaken by Landlord from time to time at the Airport as part of its continuing development and that such activity, when it occurs, may generate a certain amount of noise or temporary inconvenience.

23. Subletting and Assignment.

- a. Lessee shall have no right to assign its interest in this Lease or to sublet all or any portion of the hangar for any period or sublet the Premises or any part thereof or permit the use of

the Premises or any part thereof by any Party. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law.

24. Special Events.

- a. See Airport Rules and Regulations for obtaining a special event permit if required. The failure to obtain a special event permit and/or FAA approval when applicable is a material breach of this Lease.

25. Unresolved Disputes.

- a. Any grievance or complaint arising from this Lease that Tenant may have will first be resolved in discussion with the Airport Manager. Disputes unresolved at that level shall be resolved by the Assistant County Manager of Brevard County, Florida or their designee. While this paragraph confirms existing administrative practice, nothing herein is intended to grant Tenant any right to an administrative hearing, or to provide any right to a hearing prior to termination for nonpayment of rent, or material breach of this Lease.

26. Cancellation, Termination, or Non-Renewal of Lease Term.

- a. **Termination or Non-Renewal without Cause** – Landlord or Tenant may terminate this Lease or not renew this Lease without Cause upon thirty (30) days prior to written notice to the other Party.
- b. **Termination for Cause** – Upon the occurrence of an event of default set forth in this Lease and in Airport Rules & Regulations and Airport Minimum Standards, Landlord may terminate for cause in addition to any other remedies provided to Landlord, either, under applicable law.
- c. **Cancellation of Lease** – 1) This lease automatically expires or is deemed cancelled upon corporate dissolution, bankruptcy, or death of Tenant, surviving spouse, heirs, or estate of the Tenant, who shall be allowed a reasonable period of time, not to exceed three (3) months, solely to arrange for the removal of Designated Aircraft and other personal property items and to otherwise vacate the Premises, provided that all rent is kept current during this period but shall not otherwise be allowed use of the Premises.
 - i. This Lease is subject to cancellation by Landlord upon direction of the County Commissioners of Brevard County, Florida.
 - ii. **Holding Over** – In the event that the Tenant shall not immediately surrender the Premises on the expiration date of the initial lease term, the Tenant shall, by virtue of the provisions hereof become a tenant-by-the-month. Such monthly tenancy shall commence with the first day after the end of the term above described. Tenant shall, as a monthly tenant, be subject to all terms, conditions, covenants and agreements of this Lease.

27. Default by Tenant.

- a. **General** – The happening of any one of the following events (each, an “Event of Default”), shall be considered a material breach and default by Tenant under this Lease:
- b. **Monetary Default** – If default shall be made in the due and punctual payment of any monthly rent, additional rent or additional payments or charges within ten (10) days after written notice thereof to Tenant; or
- c. **Non-Curable Default** – means a default that by its nature cannot be cured, including but not limited to: (i) a breach of representation. (ii) an intentional breach. (iii) a breach constituting gross negligence or willful misconduct (which, as used in this Lease, shall include active or passive fraud, dishonesty, or bad faith), and (iv) a breach of this Lease if there have been any two (2) prior breaches within a rolling twelve (12) month period, whether or not such violations were cured. In the event of a non-curable default, the

Landlord may automatically terminate this Lease, and the Tenant shall have seven (7) days to vacate Premises from the date that the written notice is delivered describing the violation and ordering the Tenant to vacate and return possession of the Premises to the Landlord.

- d. **Curable Default** – If the Tenant causes a curable violation in the performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions set forth in this Lease, the violation shall constitute an event of default. In the event of a curable default, the Airport Manager will deliver a written notice to the Tenant which shall specify the noncompliance and include a statement that, if the noncompliance is not corrected within a reasonable time period not to exceed thirty (30) days from the date that the written notice is delivered, the Landlord shall terminate the Lease.
- e. **Bankruptcy, Voluntary** – If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other statute, law or regulation, or if Tenant shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Tenant or all or any substantial part of its properties, or shall make any general assignment for the benefit of creditors; or
- f. **Bankruptcy, Involuntary** – If a petition shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other statute, law, or regulation, and shall remain undismitted or unstayed for ninety (90) days, or if any trustee, receiver, or liquidator of Tenant, or of all or substantial part of Tenant's properties, shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated and unstayed for ninety (90) days.

28. Remedies, Cumulative.

- a. In the Event of Default, Landlord, in addition to any and all other rights, shall be entitled to enjoin such a breach or violation of this Lease by Tenant and shall have the right to invoke any right and remedy allowed at law, or in equity by statute or otherwise for such breach or violation as through reentry, summary proceedings, and other remedies as provided for in this Lease.

29. Non-Waiver

- a. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to do so in the event of a continuing or subsequent delinquency or default. The Landlord's acceptance of rent does not waive any uncured delinquency or default of this Lease by the Tenant.

30. Landlord's Interest Not Subject to Liens.

- a. The Landlord is a political subdivision of the State of Florida and its interests may not be subjected to a lien, mortgage, or other type of security interest. All persons to whom these presents may come are put upon notice of the fact that the Tenant shall never, under any circumstances have the power to subject the interest of the Landlord in the Premises to any construction, mechanics' or materialmen's lien, mortgages, security interests, or liens of any kind. All persons who may hereafter, during the term of this Lease, furnish work, labor, services, or materials to the Premises, upon the request or order of the Tenant or any person claiming under, by or through the Tenant, must look wholly to the resources of the Tenant for payment and not to the Landlord, its interest, or its property.

- b. The Tenant shall not permit or suffer to be filed or claimed against the Premises during the term of this Lease any lien or liens of any kind arising out of the action of the Tenant; and if any such lien be claimed or filed, the Tenant covenants to cause the Premises to be released from such claim or lien, either through the deposit into appropriate to pay such taxes, and upon written request. The Tenant shall immediately reimburse the Landlord for the amount thereof (including all interest and penalties attributable thereto) plus interest at the rate of prime plus 5% per annum. This provision shall survive the expiration of this Lease.

31. Subordination Clause.

- a. This Lease shall be subordinate to the provisions on any existing or future agreement between the Landlord and the United States or the State of Florida relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Florida.

32. Non-Discrimination.

- a. Pursuant to Title VI of the Civil Rights Act of 1964, Tenant agrees Tenant does not discriminate on the grounds of race, creed, sex, age, disability, or national origin, and will not permit discrimination against any person or groups of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations. Landlord reserves the right to take such action as the United States may direct to enforce the provisions of this covenant, or as it may find necessary.
- b. Any provider of commercial aeronautical activities and services at the airport shall engage in those activities only in accordance with all applicable laws, rules, and regulations of the federal government, the state of Florida, and all other governmental bodies having jurisdiction, including the regulations of the FAA, the U.S. Department of Transportation, and the Airport Owner.

33. Notices.

- a. Notices provided for in this Lease shall be sufficient if sent by certified, registered, regular United States mail postage pre-paid, e-mail, or delivered in person. Any other means are not acceptable unless the Airport Manager and Tenant both concur. Notification of any change in the address shall be the responsibility of each Party.

34. General Provisions.

- a. Entire Agreement – This document contains the entire agreement between the parties hereto, and no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by both parties hereto.
- b. Applicable Law – This Lease shall be deemed to have been executed and entered into the State of Florida and this Lease, and any dispute arising hereunder shall be governed, interpreted and construed according to the laws of the State of Florida.
- c. Headings – The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.
- d. Binding Effect – All the covenants, stipulations and agreements in this Lease shall extend to and bind the legal representatives, successors and assignees of the respective parties hereto.
- e. Venue – Venue for any legal action brought by any party to this Lease to interpret, construe, or enforce this Lease shall exclusively be in the county or circuit court depending on applicable jurisdiction for the 18th Judicial Circuit Court in and for Brevard

County, Florida, and jurisdiction shall be vested exclusively in such court. Any trial shall be non-jury.

- f. Attorneys' Fees – In the event of litigation with the exception of eviction proceedings including appellate proceedings, or any mediation, arbitration, or administrative action or proceeding arising out of this Lease, each party shall bear the expense of its own attorneys, expert witnesses and its own costs, including court costs.
- g. Severability – In the event that any covenant, condition, or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either Landlord or Tenant in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Lease.
- h. Effective Date – The effective date of this Lease is the date on which the last of the parties hereto executes this Agreement.

TENANT REPRESENTS THAT HE/SHE HAS CAREFULLY REVIEWED THE TERMS AND CONDITIONS OF THIS LEASE AND IS FAMILIAR WITH SUCH TERMS AND CONDITIONS AND AGREES TO FULLY COMPLY WITH THE SAME. TENANT FURTHER ACKNOWLEDGES THAT THIS LEASE IS A LEGAL AND BINDING CONTRACT.

TENANT:

LANDLORD:

Signature

Airport Manager

Date

Date

Witness Signature

Witness Signature

Printed Name

Printed Name

Contact Phone

Contact Phone

ATTACHMENT A (COMMERCIAL)
BASIC TENANT INFORMATION

The following "Basic Information is provided herein by Tenant as of the Commencement Date and is made an integral part of this Lease. Tenant expressly represents that the information is true, accurate and complete as of the date it was provided and shall remain so through the Term of this Lease unless otherwise modified or corrected in writing. Tenant further represents and agrees that Tenant has a continuing obligation to keep all the Basic Information current and that the failure to do so constitutes a material violation of this Lease by Tenant.

Premises: _____

TENANT Name: _____

TENANT Address: _____

TENANT Phone: _____ Home: _____ Work: _____ Cell: _____

E-Mail Address: _____

Emergency Contact Information:

Name: _____

Phone Numbers: Home: _____ Work: _____ Cell: _____

E-mail address(es): _____

SASO Category (if applicable) _____

**Attachment B
Insurance Matrix**

Type of Use	¹ Comprehensive Airport Liability	² Hangar Keepers Liability	³ Aircraft & Passenger Liability	⁴ Environmental Liability	⁵ Commercial Auto Liability	Workers' Compensation
Fixed Base Operator (FBO)	\$2,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000/occ / \$2,000,000 aggregate	\$1,000,000/occ	Statutory Limits (Florida)
Aircraft Maintenance and Repair	\$1,000,000 per occurrence	\$1,000,000/occurrence	\$1,000,000/occurrence if pick up or delivery service performed, or any test flights	\$1,000,000/occ / \$2,000,000 aggregate	\$1,000,000/occ	Statutory Limits (Florida)
Aircraft Component/ Avionics or Instrument Maintenance	\$1,000,000 per occurrence	\$500,000/occurrence – or comparable bailee coverage for personal property of others in shop owner's care, custody or control	\$1,000,000/occurrence if pick up or delivery service performed, or any test flights	Not Applicable	\$1,000,000/occ	Statutory Limits (Florida)
Aircraft Rental	\$1,000,000 per occurrence	Not Applicable	\$1,000,000 per occurrence	Not Applicable	\$1,000,000/occ	Statutory Limits (Florida)
Flight Training	\$1,000,000/occurrence specifically including negligent instruction	Not Applicable	\$1,000,000 per occurrence	Not Applicable	\$1,000,000/occ	Statutory Limits (Florida)
Aircraft Sales	\$1,000,000/occurrence specifically including negligent instruction	\$1,000,000/occurrence if aircraft are being sold on consignment	\$1,000,000/occurrence if demonstration flights are performed	Not Applicable	\$1,000,000/occ	Statutory Limits (Florida)
Commercial Aircraft Storage	\$1,000,000 per occurrence	\$1,000,000/occurrence required if SASO takes care, custody or control of non-owned aircraft	\$1,000,000/occurrence with \$100,000/person, maintenance	\$1,000,000/incident / \$2,000,000 aggregate – applicable for SASO that performs fuel and/or maintenance.	\$1,000,000/occ	Statutory Limits (Florida)
Air Taxi/Charter Ops	\$1,000,000 per occurrence	Not applicable	\$1,000,000 per occurrence	\$1,000,000/incident / \$2,000,000 aggregate – applicable for SASO that performs fuel and/or maintenance.	\$1,000,000/occ	Statutory Limits (Florida)
⁶ Specialized Aviation Service Ops SASO	\$1,000,000 per occurrence	Not applicable	\$1,000,000 per occurrence	\$1,000,000/incident / \$2,000,000 aggregate – applicable for SASO that performs fuel and/or maintenance.	\$1,000,000/occ	Statutory Limits (Florida)
Ultralights,	Not Applicable	Not Applicable	\$1,000,000 per occurrence	Not Applicable	Not Applicable	Not Applicable
Flying Club	Not Applicable	Not Applicable	\$1,000,000/occurrence Shall include endorsement for airport premises liability	Not Applicable	Not Applicable	Not Applicable
Private Owner Storage	Not Applicable	Not Applicable	\$1,000,000/occurrence Shall include endorsement for airport premises liability	Not Applicable	Not Applicable	Not Applicable

¹ Comprehensive Airport Liability to include coverage for airport operations (premises/operations), products and completed operations, contractual liability, fire legal liability, personal injury.
² Hangar Keepers Liability to include coverage for property damage to non-owned aircraft while in the care, custody or control while not in motion.
³ Aircraft & Passenger Liability to include coverage for flight operations – Aggregate as stated above to include \$100,000/person, \$300,000/occurrence and \$100,000 property damage
⁴ Environmental Liability applicable to any operation that performs fueling, or generates or handles hazardous substances including waste oil, solvents, detergents, waste fuel and used oil filters
⁵ Commercial Auto for vehicles operated on Airport property in furtherance of SASO activities, with coverage for bodily injury & property damage for owned, non-owned and leased/rented/hired vehicles.
⁶ Specialized Aviation Service Operations SASO include, but are not limited to: sightseeing, crop dusting, aerial photography or surveying, firefighting activities, blimp operations

ATTACHMENT C
AUTHORIZED USERS OF PREMISES

The following individuals will be considered Authorized Users of the Premises, and not a TENANT of the Premises. TENANT must certify all individuals listed below by signature and date. These Authorized Users do not have the same rights, privileges, obligations, or authorities as the TENANT, and do not have rights of survivorship. The TENANT is responsible for the Authorized Users complying with all the applicable terms of this lease. As specified in the "Definitions" of this Lease, **an Authorized user is limited to the following: A Qualified Aeronautical User who is: 1) Aircraft Co-Owner, named on official FAA registration documents; 2) A named member of Tenant's immediate family, who is also a Qualified Aeronautical User; or a 3) single individual, only if a Qualified Aeronautical User, and named in Attachment C, whom Tenant desires to have independent access to and use of Premises.**

Premises: _____

Authorized User(s):

Name: _____ Date: _____

Signature: _____ Phone: _____

Address: _____ City/State/Zip: _____

Relationship to Tenant: _____ Verified By: _____

Signature (Tenant Certifies Above-Named Individual as an Authorized User) Date

Name: _____ Date: _____

Signature: _____ Phone: _____

Address: _____ City/State/Zip: _____

Relationship to Tenant: _____ Verified By: _____

Signature (Tenant Certifies Above-Named Individual as an Authorized User) Date

Removal of Authorized User

Authorized User Name: _____

Tenant Signature: _____ Date: _____

Verified By: _____

Authorized User Name: _____

Tenant Signature: _____ Date: _____

Verified By: _____

**VALKARIA AIRPORT (X59)
NON-COMMERCIAL AIRCRAFT STORAGE LEASE**

It is agreed by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, (henceforth referred to as "Landlord" or "County"), and:

_____, (henceforth referred to as "Tenant") that Landlord leases to Tenant and Tenant leases from Landlord, commencing this _____ (day) of _____ (month), 20____ (year), that the hangar unit identified as _____ "the Premises," which is located within a Brevard County-owned hangar facility at the Valkaria Airport, designated "X59," (henceforth referred to as "Airport"), for the purpose of noncommercial storage of aircraft (identified in Section 3. "Definitions" – "Designated Aircraft"), and documented in Attachment A, in accordance with and subject to all terms and conditions set forth in this Non-Commercial Aircraft Storage Lease, (henceforth known as "Lease"), which shall be binding upon Landlord, Tenant, and those individuals expressly identified as "Authorized Users" in Section 2 of this Lease and named in Attachment C. Landlord and Tenant may be referred to in this Lease individually as "Party" or "Entity," or collectively as "Parties," or "Entities."

1. Definitions.

For the purpose of this Lease, the definitions contained in Article I of Valkaria Airport Rules and Regulations 2018, the Federal Aviation Act of 1958, applicable FAA, or Florida Department of Transportation rules and regulations, and in any later amendments to any of such documents shall be considered as included herein. If there is any conflict or inconsistency between the definitions set out in any of the above-stated documents and those set out in this Lease, Federal laws shall prevail.

Abandon: means to forsake, desert, give up and/or surrender one's claim or right, license, use, or privilege.

Adjustment Date: means the first day of October, so long as this document remains in effect.

Aeronautical Activity: as defined by FAA Order 5190.6B and any subsequent amendment as any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. It includes, but is not limited to: 1) air taxi and charter operations; 2) scheduled or nonscheduled air carrier services; 3) pilot training; 4) aircraft rental and sightseeing; 5) aerial photography; 6) crop-dusting; 7) aerial advertising and surveying; 8) aircraft sales and service; 9) aircraft storage; 10) sale of aviation petroleum products; 11) repair and maintenance of aircraft; 12) sale of aircraft parts; 13) parachute activity; 14) ultralight activities; 15) sport pilot activities; and 16) military flight operations.

Aeronautical Services: means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport by a person who has a lease or agreement from the Airport to provide such services.

Aeronautical Use: means 1) storage of active aircraft; 2) final assembly of aircraft under construction; 3) non-commercial construction of amateur-built or kit-built aircraft; 4) non-commercial maintenance, repair, or refurbishment of aircraft, but not indefinite storage or non-operational aircraft; 5) storage of aircraft handling equipment, e.g., tow bars, glider tow equipment, workbenches and tools, and materials used in the servicing, maintenance, repair, or outfitting of aircraft.

Agreement: a negotiated and legally binding arrangement between parties.

Aircraft: means a device that is used or intended to be used for flight in the air, including, but not limited to: an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, UAV, or remotely-piloted vehicle.

Airport: means Valkaria Airport, Identifier X59.

Airport Layout Plan: means the current Airport Layout Plan and each of its elements as approved by the FAA.

Airport Manager: means the person duly appointed by the governing body of the Board of County Commissioners of Brevard County, Florida as the "Manager of the Airport" and the "Manager's Designee."

Airport Master Plan: means the Valkaria Airport Master Plan (AMP) as approved by the Board of County Commissioners of Brevard County, Florida.

Aircraft Movement Area (AMA): means the runways, taxiways and other areas of the Airport that are utilized for taxiing, takeoff, and landing of Aircraft.

Air Operations Area (AOA): means all Airport areas where Aircraft can operate, either under their own power or while in tow. The AOA includes runways, taxiways, and apron areas.

Airport Rules and Regulations: means the Brevard County Policy BCC-79 Rules and Regulations for Valkaria Airport (X59), Minimum Standards, and the Rates and Charges Adjustment Plan (RCAP), or any amendments thereto, attached and incorporated herein.

Airworthy: means an aircraft that can be flown in full accordance with Federal Aviation Regulations.

Apron or Ramp: means those areas of the Airport within the AOA designated for loading, unloading, servicing, or parking operational Aircraft.

Authorized Area: means a specified location, approved by the Airport Manager, as accessible to authorized persons only.

Authorized User: means a Qualified Aeronautical User who is expressly identified in Attachment C of Lease documents as being approved by Tenant as someone who may access or use the Premises for aeronautical purposes without being accompanied by Tenant. An Authorized User is limited to the following persons: 1) Aircraft co-owner named on FAA registration documents; 2) a named member of Tenant's immediate family; or 3) a single individual, only if a Qualified Aeronautical User as named in Attachment "C", whom Tenant desires to have independent access to and use of Premises.

AWOS: means Automated Weather Observing System; a fully configurable Airport weather system that provides continuous, real time information and reports on Airport weather conditions.

Base Index: means the CPI for the month of June in the year prior to the then current Adjustment Date. For example, for the first Adjustment Date the Base Index shall mean the CPI for the previous month of June.

BOCC: means Brevard County Board of County Commissioners, a political subdivision of the State of Florida.

Code: means the code of laws of any Local, State, or Federal Agency, as may be amended from time-to-time.

Commencement Date: means the date upon which Tenant takes physical possession of the leased Premises.

Commercial Activity: means any activity conducted with intent to profit, whether resulting in a profit, loss or gain, including fundraising.

Commercial Aeronautical Activity: means any Aeronautical Activity intended to secure earnings, income, compensation, or profit, whether such objectives are accomplished.

Common Access Area: means that area of the Airport designated by the Airport Manager, which is outside the AOA, for common and non-exclusive use outside the Airport perimeter fence, by persons authorized to have public access and use of the Airport, and includes without limitations, the parking areas and roadways.

Co-Owner: means an individual named on FAA aircraft registration.

County: means the Board of County Commissioners of Brevard County, Florida or its designee.

CPI: means the Consumer Price Index when used for the calculation of adjustment of Lease amount and will be obtained from the Department of Labor website in July of each year, or per individual Lease terms.

CTAF: means the Common Traffic Advisory Frequency for the Airport.

Days: means calendar days including weekends and all holidays.

Derelict Aircraft: means any aircraft that is not in a flyable condition or cannot reasonably be made flyable within six (6) months, does not have a valid airworthiness certificate and/or registration issued by the Federal Aviation Administration and is not in the process of being actively repaired. Active repair shall not exceed six (6) months.

Designated Aircraft: means every Aircraft that is both: 1) stored on the Premises; and 2) expressly and separately identified as a Designated Aircraft in Attachment "A" of Lease documents.

Directive: means ministerial instructions and guidance serving to govern and direction operational matters. Directives can be used for both internal and external guidance. All Directives will be approved by the Airport Manager.

Employee: means an individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied, and has recognized rights and duties. Also called worker.

Entity: means a person, persons, firm, partnership, limited liability corporation, unincorporated proprietorship, association, or group.

FAA: means the Federal Aviation Administration.

FAR: means Federal Aviation Regulation.

FBO/SASO: means aviation businesses or Fixed Base Operators/Specialized Aviation Services Operations and are duly licensed and authorized by written agreement with the Airport owner to provide aeronautical activities and services at the Airport under strict compliance with such agreement and pursuant to the Airport's Minimum Standards.

Fire Department: means that Fire Department having jurisdiction over the Airport.

Fire Extinguisher: means a portable, manually-operated, regularly inspected and maintained unit, utilizing extinguishing agents that are expelled under pressure.

Flammable Liquids: means a liquid that is combustible and can burn or cause a flame.

Flying Club: means a non-profit or not-for-profit entity (e.g., a corporation, association, or partnership) organized for the express purpose of providing its members with Aircraft for their personal use and enjoyment. Per FAA Order 5190.6B: 1) the ownership of Flying Club Aircraft must be vested in the name of the Flying Club, or owned by all its members and the property rights of the members of the Flying Club shall be equal; 2) 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; 3) Flying Clubs may not offer or conduct Aircraft rental operations; 4) only members of the Flying Club may operate the Aircraft.

Franchise: means a written, negotiated contractual agreement between the Airport, or BOCC and an Entity which is enforceable by law. Wherein said agreement grants a concession or otherwise authorizes the conduct of certain aeronautical services or activities.

Fuel: means the aviation petroleum product used to operate piston or jet turbine engines.

Fuel Operations: means the dispensing of aviation fuel directly into Aircraft or dispensing the same from a separate medium such as a fuel truck or self-fueling facility.

Gross Weight: means the maximum allowable gross landing weight of Aircraft as determined by the FAA or other governmental agency having jurisdiction to define gross weight in the respective context.

Helicopter: means a rotorcraft that, for its horizontal motion depends principally on its engine-driven rotors.

Improvements: means all buildings, structures, and facilities. Improvement may include pavement, fencing, signs, and landscaping that is constructed, installed, or placed on, under, or above any leased area.

Invited Guest: means an individual, not an Authorized User, or commercial aviation operator, or other person authorized under the Airport Rules and Regulations, and the Airport Minimum Standards who is invited by the Tenant to enter the Premises while accompanied and escorted on and off the Airport property by the Tenant. Invited Guest shall always remain within twenty-five (25) feet and within line-of-sight of Tenant while on Airport property. Tenant shall be allowed no more than eight (8) Invited Guests at one time.

Law Enforcement Agency: means any law enforcement agency having jurisdiction over the Airport.

Lease: means a contract between the Airport owner/operator and an Entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The Lease must be in writing, executed by both parties, and enforceable by law.

Maintenance: means the inspection, overhaul, repair, preservation, and replacement of parts of an Aircraft, excluding preventive maintenance.

Minimum Standards: means the standards which are established by the Airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

Motor Vehicle: means a self-propelled device in, upon or by which a person or property may be transported, carried, or otherwise moved from point-to-point except Aircraft or devices moved exclusively upon stationary rails or tracks.

Movement Area: means runways, taxiways, and other areas of the Airport which are used for taxiing, hover-taxiing, air-taxiing, take-off, or landing of Aircraft, exclusive of loading ramps and Aircraft parking areas.

NFPA: means the National Fire Protection Association.

NOTAM: means a Notice to Airmen published by the FAA.

Non-Profit: means activities undertaken for philanthropic, religious, charitable, benevolent, humane, public-interest, or similar purpose.

Operator: means both commercial and non-commercial operators.

Ownership Interest: means the ownership of an Aircraft with the authority to control and dispose of the Aircraft, rather than a leasehold interest.

Park: means to put, or leave, or let a Motor Vehicle, or Aircraft stand, or stop in any location whether the operator thereof leaves or remains in such vehicle or Aircraft when such standing or stopping is not required by traffic controls or by conditions beyond the control of the operator.

Permit: means Leases, space-use permits, special event permits, concession agreements, landing fee agreements, or other written grants of permission authorized by the Board of County Commissioners to use the Airport, or part thereof, for the conduct of commercial activity or non-commercial activity not otherwise authorized in a lease agreement.

Person: means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and includes any trustee, receiver assignee, or similar legal representative thereof.

Policy: means a general principle or plan by which the BOCC is guided in its management or public affairs. The BOCC will approve all policies.

Possessory Interest: means an immediate right of possession and control, for the sole purpose of aircraft maintenance, not to exceed a period of six (6) months.

Preventive Maintenance: means a simple or minor preservation operations of Aircraft and the replacement of small standard parts not involving complex assembly operations as delineated in Code of Federal Regulations (CFR) Title 14 Part 43.

Private Vehicle: means a vehicle transporting individual(s) or property for which no charge is paid directly or indirectly by the passenger(s) or by any other individual(s) or Entities.

Public Areas: means a specified location maintained or planned for community use to the extent of activities that are allowed as any "community use."

Public Parking Facilities: means all vehicle parking facilities provided for the public at the Airport outside of the Air Operations Area (AOA).

Qualified Aeronautical User: means an individual who is in possession of a current government-issued pilot certificate, requisite medical certificate, and a valid government-issued photo identification, and if pilot certificate is not current, individual is under supervision of a current, certified instructor/examiner in the process of a biennial flight review for currency.

Ramp: See Apron.

Restricted Area: means any area of the Airport inside the fenced portion of the Airport property, for the purpose of restricting entry.

Rotorcraft: means a heavier-than-air Aircraft that depends principally for its support in-flight on the lift generated by one or more rotors.

Runway: means a restricted area used solely for take-off and landing of Aircraft.

Special Event Permit: As defined in **Section 14 – Valkaria Airport Rules and Regulations.**

Sponsor: means a local, municipal or state government body or a private Entity obligated to the federal government to comply with the assurances contained in grant agreements or property conveyance instruments.

Taxi-Lane or Taxiway: means those portions of the AOA authorized or designated in the Valkaria Airport Master Plan (AMP), and Airport Layout Plan (ALP), for the surface maneuvering of Aircraft.

Tenant: means the entity named herein and who executes a lease or agreement with the BOCC.

Tie-Down: means to secure an Aircraft to the ground or paved surface by means of rope or chain devices to prevent movement.

Touch-and-Go: means an operation by an Aircraft that lands and departs on a Runway without stopping or exiting the Runway.

Transient Aircraft: means an Aircraft not using the Airport as its permanent base of operations.

Ultralight Aircraft: means an Aircraft as defined in FAR Part 103.

Unicom: means the Universal Communications Frequency.

Variable Index: means the CPI for the month of June prior to the then current Adjustment Date.

Weapon: means any dirk, knife, metallic knuckles, slingshot, billie, tear-gas gun, chemical weapon or device, gun, blackjack, any explosive device or other deadly weapon or substantiating instrument that can be utilized to coerce, intimidate, or injure an individual.

2. Authorized User.

- a. An Authorized User is subject to the terms and conditions of this Lease to the same extent as the Tenant but has no right of use or occupancy of the Premises under this Lease greater than or independent than that of the Tenant and may not continue to use or occupy the Premises in the event Tenant's right to use or occupy the Premises under this Lease is terminated for any reason.
- b. An individual does not qualify as an Authorized User unless the individual is specifically identified in Attachment C and is compliant with the totality of this Lease.
- c. The authority of an individual identified as an Authorized User to access and use the premises 1) may be withdrawn at any time by Tenant upon written notice to Landlord; or 2) may be terminated by Landlord in accordance with this Lease; and in either event, the individual's name shall be removed from Attachment C as an Authorized User.
- d. No other person shall have authority to independently access and use the Premises; however, nothing herein shall preclude the Tenant from having an invited guest accompany Tenant in use of the Premises.
- e. Total number of Authorized Users is limited to 6 (six) for non-commercial leases.

3. Designated Aircraft.

- a. At all times during the term of this Lease, Tenant shall hold either separately or jointly, an Ownership Interest in the Designated Aircraft. All Designated Aircraft shall be expressly and specifically identified in Attachment A of this Lease.
- b. The identity of the Designated Aircraft may be modified by Tenant upon written notice to Landlord using Attachment A of this Lease.
- c. The storage of an aircraft in the Premises other than a Designated Aircraft shall constitute immediate grounds for termination of this Lease.

d. Hangar shall not be vacant more than ninety (90) consecutive days. Hangar vacancy more than ninety (90) consecutive days will be considered a material breach of this Lease and will result in termination of Lease.

i) **Exception:** The occupancy requirement does not apply if Tenant's primary residence is out of the State of Florida.

4. Basic Information.

a. Tenant shall complete Attachment A which is included as a part of this Lease. Tenant expressly represents that the information provided in Attachment A is true, accurate and complete as of the commencement date of this Lease and shall remain so through the term of this Lease unless otherwise modified or corrected in writing.

5. Documentation.

a. At any time, the Airport Manager may request that Tenant provide documentation confirming or evidencing status of the Designated Aircraft. Failure to provide such documentation shall constitute immediate grounds for termination of this Lease.

b. The documentation may include, without limitation, any of the points detailed in Airport Rules and Regulations 2018 and any subsequent amendments thereto.

c. Any information acquired by Landlord regarding the aircraft registration and N-number of a Designated Aircraft may be used by the Landlord, from time to time, to verify that Tenant holds an Ownership Interest in the Designated Aircraft stored on the Premises, and this information may be shared with other government agencies having authority for requests of aircraft registration information. Documents provided to Landlord that contain any such information constitute material available to the general public upon request in accordance with Florida's public records laws.

6. Term.

a. The term of this Lease (the "Term") shall begin on the Commencement Date and shall continue from that date for a maximum term of six (6) months, after which the Lease will continue on a month-to-month basis, or until either Landlord or Tenant terminates the tenancy as provided herein or the Term of this Lease expires, or this Lease is deemed to be cancelled.

7. Rent

a. **Monthly Rent** - Tenant shall pay to Landlord rent in the sum of \$ _____ per month (the "monthly rent"), which shall be due and payable in advance on the first day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next Working Day. The amount of rent shall include applicable taxes and shall be determined according to the Rates and Charges Adjustment Plan, which is Attachment B of this Lease.

b. **Adjustment to Rents** - Landlord, as approved by the Board of County Commissioners of Brevard County, Florida, may adjust the amount of the monthly rent and/or the additional rent to be paid under this Lease after the lease term, but any such adjustment shall not become effective until Landlord gives Tenant at least thirty (30) days written notice of such adjustment, with the exception of the Annual Adjustment described in subsection (c) below.

c. **Annual Adjustment** - the base rent shall be automatically adjusted annually on the Adjustment Date. For purposes of this Lease, the Landlord and the Tenant recognize and agree that the purchasing power of the United States dollar is evidenced by the (CPI) published by the Federal Government. The capitalized terms used herein are set forth in Section 1, "Definitions" of this Lease. Effective on each Adjustment Date, base rent shall be increased only in the same proportion as the CPI. The increases will be calculated as follows: 1) subtract one point zero (1.0) from a fraction, the numerator of which shall be the Variable Index, and the denominator of which shall be the Base Index; then 2) multiply the result obtained in 1) above by the base rent

immediately prior to the Adjustment Date. Notwithstanding the foregoing, in no event shall the new base rent be less than the previous years' base rent.

- d. **Additional Charges** – If the monthly rent and any other sums then due and payable are not paid by 5:00 p.m. on the fifth (5th) Day of each month, tenant shall be assessed a late charge in accordance with the RCAP. If any check given by Tenant to Landlord for payment of the monthly rent, or any other sum due under this Lease is returned for insufficient funds, a “stop payment” or any other reason, Tenant shall be assessed an additional return check fee based in accordance with the RCAP.
- e. All hangars in which there is heavy electric usage (e.g. car charging, a/c, welding, etc.) and does not pay its own electric bill, shall incur an additional charge per the Rates and Charges Adjustment Plan.
- f. All payments shall be made to Landlord at the Airport Terminal Office during normal business hours, or mailed to: **Valkaria Airport, 1 Pilots Place, Malabar, FL 32950**

8. Security Deposit.

- a. At or before the Commencement Date, Tenant shall pay Landlord a security deposit in an amount equal to one month's rent including applicable taxes. Landlord shall use the amount on deposit as reasonably necessary to do any of the following: 1) Use deposit toward any unpaid balance by Tenant; 2) Repair damages to the Premises, exclusive of ordinary wear and tear; 3) Clean the Premises if necessary. Landlord shall refund Tenant the balance of the security deposit after such deductions within thirty (30) days after the expiration of this Lease. If deductions have been made, Landlord shall provide Tenant with an itemized account of each deduction including the reasons for and the dollar amount of each deduction. 4) If the amount owed and due to Landlord under this Lease is in excess of the security deposit, Tenant shall remain liable to Landlord for such excess. **Tenant's Security Deposit will not be accepted in lieu of last month's rent.**

9. Acceptance of Premises.

- a. Tenant accepts the Premises on an “AS IS” basis and useable as an aircraft storage hangar. Landlord disclaims, and Tenant accepts such disclaimer, of any warranty, either expressed or implied, of the condition, use, or fitness respecting the Premises, including, but not limited to, the hanger structure, the hanger doors, security lock, site drainage, electrical service, and equipment necessary to secure an aircraft; and Tenant assumes full responsibility to furnish any additional or replacement equipment necessary to properly secure and store any aircraft. Tenant acknowledges the opportunity to inspect the Premises with Landlord prior to effecting this Lease to note exceptions to the condition of the Premises. Any exceptions noted during the inspection are denoted on a Premises inspection form and recognized by both parties.

10. Fire Extinguisher.

- a. Tenant shall provide and maintain a 4-A:40-B:C Fire Extinguisher on the Premises at all times. The Fire Extinguisher shall be inspected and serviced annually in accordance with Airport Rules and Regulations.

11. Vehicle Parking.

- a. Tenant may park one operable vehicle immediately adjacent to the Premises when Tenant is in the Premise. Vehicle(s) may be stored in the Premises provided Aircraft can still fit safely in the Premise. Storage of vehicle(s) is acceptable provided both the vehicle(s) and Aircraft can enter and/or exit the Premises without having to move either the vehicle or aircraft to do so. Storage of any vehicle(s) is secondary to the primary storage of Aircraft.
- b. Tenant shall not park any vehicle in a manner that interferes with aircraft operations, or 1) On any Airport Operations Area; 2) Within 15' of any fire hydrant per Florida Statute 316.1945(b)2 3) In any designated Fire Lane.; 4) Double-park on any portion of Airport property.

12. Gate Access Card.

- a. On or before the Commencement Date, Landlord, at its expense, shall issue one (1) gate access card to Tenant. Tenant may obtain additional access cards for Tenant or any Authorized User of the Premises for a fee in accordance with the RCAP. Tenant and any Authorized User are responsible for the safekeeping of all gate access cards and their return at the termination of this Lease. Unauthorized use of a gate access card by a person other than Tenant or an Authorized User is an Airport security violation and a material violation of this Lease, resulting in Lease termination. Lost, stolen or damaged cards may be replaced in accordance with fee schedule found in the RCAP.

13. Right of Access.

- a. During the Term of this Lease, Tenant and any Authorized User of the Premises shall have a right to use the portion of the Airport identified herein as the Airport Movement Area specifically for access to and from the Premises. Invited Guests must, at all times: 1) Be escorted on and off airport property by Tenant; 2) Remain within twenty-five (25) feet and within line-of-sight of Tenant. This right of use is nonexclusive and subject to all applicable Airport Rules and Regulations. This right of use automatically expires upon the expiration or termination of this Lease and/or non-compliance with Airport Rules and Regulations and issuance of a trespass warning.

14. Use and Maintenance of Premises.

- a. Under the terms of this lease, commercial activity is strictly prohibited.
- b. The Premises shall be used solely for non-commercial Aeronautical Activity and/or non-commercial Aeronautical Use.
- c. Conducting commercial business of any kind is a material breach of this lease and will result in termination for cause pursuant to section 28(b). Tenant will have thirty (30) days to vacate the premise.
- d. Tenant shall adhere to the Airport Rules and Regulations 2018, and any subsequent amendments thereto.

15. Prohibited Activities/Items:

- a. Storage of derelict aircraft.
- b. Painting and fueling of aircraft or other vehicles or equipment is strictly prohibited inside the Hangar.
- c. No hazardous materials in limits excessive of normal household use quantities shall be stored or used on the Premises.
- d. Any electrical device/appliance that could overload the circuit breaker is strictly prohibited. Such prohibited electrical appliances or combination of appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, stoves, and freezers or refrigerators greater than fourteen (14) cubic feet. Flexible cords shall not be affixed to the hangar or structure or under floor coverings. Extension cords are permitted only with portable devices/appliances while in immediate, short-term use.
- e. The storage of items is limited to those that do not interfere in any way with aeronautical use of the hangar.
- f. No signs or advertising matter of any type may be placed upon the outside of the Premises or any portion of the outside portions of the hangar facility without first receiving express, written permission from the Airport Manager in accordance with Airport Rules and Regulations 2018.

16. Maintenance of Premises.

- a. Tenant shall maintain the Premises in a clean, safe and secure condition at all times; shall properly dispose of trash; shall not deliberately or negligently damage or allow damage to the Premises that will lessen its value to Landlord; and, at the end of this Lease, shall return the Premises to Landlord in a clean and habitable condition, reasonable wear and tear excepted.
- b. Tenant shall ensure that any pre-flight fuel samples are not disposed of on the floor, apron, or ground. Tenant shall dispose of pre-flight fuel samples in their own waste fuel storage container and dispose of the contents properly at a site that is either off-airport property or clearly designated as being for fuels.
- c. Tenant shall provide a drip pan under the engine of the Designated Aircraft or any vehicle allowed to be temporarily parked in the Premises. A drip pan is defined as a metal or other material plate that is impervious to petroleum or other fluids with a lip on the outer edge to prevent the fluids from running off.
- d. Absorbent floor materials such as carpeting, cardboard, or similar materials are specifically prohibited for use within the Premises except as permitted in writing by the Airport Manager.
- e. Tenant is obligated to report any damage on airport premises to Airport Manager immediately regardless if damage was done other than by Tenant. This shall include any hangar, fixture, structure, or item on airport premises.

17. Compliance.

- a. In accessing, using and maintaining the Premises, Tenant shall at all times comply with all applicable federal, state, county and local laws, statutes, grant assurances, rules, regulations, codes, ordinances, resolutions including but not limited to Chapter 18. Brevard County Code and the Airport Rules and Regulations and applicable FAA Regulations and Grant Assurances in effect at any time during this Lease.
- b. Tenant hereby acknowledges having received and read the current version of the Airport Rules and Regulations and Attachment B.

Tenant Initials

18. Inspection.

- a. If the Premise requires a lock, the Airport shall provide a combination lock with keyed bypass. The combination to Premise will be on file and maintained by the Airport. If Tenant wishes to change its combination, written notice will be required from Tenant and airport staff will change the combination for Tenant. At no time is Tenant permitted to change its own combination. Replacement locks will be provided by the Airport consistent with fees listed in the RCAP. Changes to lock combinations or substitution of Airport provided lock by anyone other than Airport staff is considered a material violation of this Lease and is subject to termination.
- b. Landlord shall have the right to access or inspect the Premises, with or without the Tenant being present, at any time, or in case of emergency for the purpose of making any inspection it may deem necessary to the enforcement of any of the conditions of this Lease, Airport Rules and Regulations, FAA Grant Assurances, Federal or State law, or for any health and safety issues. For these situations, where, in the judgment of Landlord, it is necessary or desirable to temporarily remove the aircraft or other property from the Premises, Landlord shall have the right, with or without notice to the Tenant, to temporarily move the aircraft or any property using methods of removal deemed suitable by Landlord.
- c. Landlord will have access to the Premises for routine repair, or maintenance performed by Airport staff or contractors, with or without Tenant being present. If the repair or maintenance

requires the temporary movement, relocation, or removal of the aircraft or property on the Premises, Tenant shall be given a reasonable period of time to move aircraft or property, and thereafter Landlord shall have the right to move the aircraft or property at the hourly rate approved for the Airport.

- d. Landlord shall exercise ordinary care in the movement, relocation, or removal of aircraft or property, and may temporarily store said aircraft or property outside. Landlord shall assume no liability for damage to any aircraft or property moved under the provisions of this section of this Lease, provided the Landlord has exercised ordinary care of the aircraft or property.

19. Operation of Aircraft

- a. Tenant is responsible for operation of the aircraft in accordance with the applicable federal, state, city, and Airport rules, regulations, and laws as well as all FAA regulations as applicable. Failure to comply with this provision of this Lease will be considered a violation of this Lease and will be subject to termination.

20. Assumption of Risk.

- a. All aircraft and other personal property stored at the Airport are at the Tenant's sole risk. Landlord assumes no liability for loss or injury to persons or property.
- b. Nothing in the Lease shall be construed as obligating Landlord to maintain and operate the public portions of the Airport during the entire term of this Lease. Tenant has been advised and understands that the United States government has the right and power to discontinue and terminate all public airport activities at any time it deems necessary or advisable, for any reason whatsoever, and upon such discontinuance and termination, Landlord will not be liable to Tenant for any damages. Landlord shall not be obligated to abate any rent payments during any discontinuance or termination of use of the Airport that is ordered by the State of Florida or the United States Government for public health, safety, or security reasons. However, the Tenant shall have the right to terminate this lease effective on the date of such discontinuance or termination in accordance with the notice requirements of this Lease.

21. Indemnification.

- a. Tenant shall indemnify, defend, and hold harmless Landlord, and its officers and employees from and against any and all loss, cost, damage, expense and liability, of every kind and description, including but not limited to, attorney's fees and litigation costs, which in whole or in part arises out of the use or occupancy of the Premises or Airport by Tenant and Authorized User, Invited Guest, or except for any such injury or damage arising out of the sole negligence of Landlord, its officers, agents, or employees.
- b. Tenant shall release and hold harmless the Landlord, Brevard County and its employees and agents, from any and all loss, injury, damage to persons or property, or other liability of any nature occasioned by, but not limited to, fire, theft, vandalism, rain, flood, windstorm, hail, earthquake, hurricane, tornado, collision, or from any other cause, whether such cause be a direct, indirect or merely a contributing factor in producing said loss, injury, damage, or liability, except for any injury or damage arising out of the sole negligence of Landlord, its officers or employees.
- c. **Environmental Indemnification:** The Landlord assumes no liability for and the Tenant expressly agrees to indemnify and hold the Landlord harmless in respect of any and all costs, liabilities, expenses, losses, claims, damages, injuries, or obligations arising from or in connection with the use, storage, treatment, disposal, discharge, release, or other handling during the term of this Lease on the Premises of any hazardous substances, hazardous wastes, toxic substances, or other pollutants as now or in the future defined under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA")) 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. §6901 et seq., or any other Federal, State of

Florida, or local law or regulation pertaining to the protection of the environment or employee safety and health, including but not limited to any and all liabilities or obligations in the nature of remedial action(s) that may be required of the Landlord as a consequence of the Tenant's activities on the Premises during the time that this Lease shall be in effect. The Tenant shall not be responsible for any such claims, expenses, or damages resulting from any such claims pertaining to the protection of the environment or employee health and safety brought onto the Premises by any person other than the Tenant after the date that the Tenant vacates the Premises.

- d. It is agreed by the parties hereto, that specific consideration has been received by the Tenant under this Lease for this hold harmless indemnification provision.
- e. The representations, covenants, and indemnifications contained in this Paragraph 21 shall survive the termination of this Lease. The Landlord and Tenant agree that the costs, liabilities, expenses, losses, claims, damages, injuries, or obligations referred to above include reasonable attorney's fees.
- f. Nothing contained in this Lease shall be construed as a waiver of the Landlord's right to sovereign immunity under Section 768.28 Florida Statutes, or other limitations imposed on the Landlord's potential liability under state or federal law. Nothing herein shall be construed as the Landlord's consent to be sued by third parties.

22. Insurance.

- a. **General:** The TENANT hereby covenants that it has, and will maintain in force and effect, for the duration of this Lease the required policies of insurance as specified in Attachment B of the Valkaria Minimum Standards from a financially solvent insurance carrier(s) authorized to provide insurance in the state of Florida. LANDLORD in no way represents that the types and limits of insurance are adequate to protect the TENANT's interests and liabilities, and that the specified amounts stated therein are minimum requirements. There are no exceptions to this requirement. For example, the lack of storage of an aircraft on the Premises is not an exemption to this requirement.
- b. The TENANT shall provide a valid Certificate of Insurance ("COI") to the LANDLORD demonstrating that the aforementioned insurance requirements have been met prior to the Lease becoming effective, during hangar inspection, and whenever there has been any change in insurance, such as modifying coverage or a change in the insurance provider.
 - i) The COI(s) shall indicate that the policy has been endorsed to cover the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as an additional insured, and that the County shall be provided within thirty (30) days' written notice of any material change, cancellation, non-renewal, or other conditions.
 - ii) TENANT shall deliver a copy of the policy(ies) or a Certificate of Insurance to office of the Airport Manager prior to TENANT occupying the Premises.
- c. Tenant understands that the receipt of any required insurance certificate(s) by the Airport does not constitute agreement that the insurance requirements of this Lease have been met. Absence of enforcement on the part of the Airport to obtain certificate(s) or other evidence of insurance from Tenant shall not be deemed a waiver by the Airport. Non-conforming insurance shall not relieve Tenant from its obligation to provide insurance specified herein
- d. Non-fulfillment of the insurance conditions herein, including but not limited to failure to procure or maintain, or the cancellation or other termination of any insurance policy issued in compliance with this Lease shall constitute a material breach of this Lease. The failure to cure such a breach within seven (7) days of receipt of written notification will result in termination of this Lease.
- e. Tenant must provide proof of insurance to the Landlord's satisfaction, prior to occupying the Premises.

23. Occupant Responsibility

- a. Tenant is jointly and severally liable for all Lease obligations. If any Authorized User, Invited Guest, agent, or occupant violates the Lease Agreement, Tenant is considered to have violated the Lease and is subject to lease termination.

24. Construction Activities.

- a. Tenant acknowledges and understands that construction activities may be undertaken by Landlord from time to time at the Airport as part of its further development and that such activity, when it occurs, may generate a certain amount of noise or temporary inconvenience.

25. Subletting and Assignment.

- a. Lessee shall have no right to assign his interest in this Lease or to sublet all or any portion of the hangar for any period or sublet the Premises or any part thereof or permit the use of the Premises or any part thereof by any Party. Any of the foregoing acts shall be voidable and shall constitute a default hereunder. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law.

26. Special Events.

- a. See Airport Rules and Regulations for obtaining a special event permit if required. The failure to obtain a special event permit and/or FAA approval when applicable is a material breach of this Lease.

27. Unresolved Disputes.

- a. Any grievance or complaint arising from this Lease that Tenant may have will first be resolved in discussion with the Airport Manager. Disputes unresolved at that level shall be resolved by the Assistant County Manager of Brevard County, Florida or their designee. While this paragraph confirms existing administrative practice, nothing herein is intended to grant Tenant any right to an administrative hearing, or to provide any right to a hearing prior to termination for nonpayment of rent, or material breach of this Lease.

28. Cancellation, Termination, or Non-Renewal of Lease Term.

- a. Termination or Non-Renewal Without Cause – Landlord or Tenant may terminate this Lease or not renew this Lease Without Cause upon thirty (30) days prior written notice to the other Party.
- b. Termination for Cause - Upon the occurrence of an event of default set forth in this Lease and in Airport Rules & Regulations and Airport Minimum Standards, Landlord may terminate this Lease for cause in addition to any other remedies provided to Landlord, either, under applicable law.
- c. Cancellation of Lease –
 - i) This Lease automatically expires or is deemed cancelled upon the death of Tenant; the surviving spouse, heirs, or estate of the Tenant shall be allowed a reasonable period of time, not to exceed three (3) months, solely to arrange for the removal of Designated Aircraft and other personal property items and to otherwise vacate the Premises, provided that all rent is kept current during this period but shall not otherwise be allowed use of the Premises.
 - ii) This Lease is subject to cancellation by Landlord upon direction of the County Commissioners of Brevard County, Florida.
 - iii) Holding Over – In the event that the Tenant shall not immediately surrender the Premises on the expiration date of the initial lease term, the Tenant shall, by virtue of the provisions hereof become a tenant-by-the-month. Such monthly tenancy shall commence with the first day after the end of the term above described. Tenant shall, as a monthly tenant, be subject to all terms, conditions, covenants and agreements of this Lease.

29. Default by Tenant.

- a. **General** - The happening of any one of the following events (each, an "Event of Default") shall be considered a material breach and default by Tenant under this Lease:
- i) **Monetary Default** - If default shall be made in the due and punctual payment of any monthly rent, additional rent or additional payments or charges within ten (10) days after written notice thereof to Tenant; or
 - ii) **Non-Curable Default** - means a default that by its nature cannot be cured, including but not limited to: (i) breach of a representation. (ii) an intentional breach. (iii) a breach constituting gross negligence or willful misconduct (which, as used in this Lease, shall include active or passive fraud, dishonesty or bad faith), and (iv) a breach of this Lease if there have been any two (2) prior breaches within a rolling twelve (12) month period, whether or not such violations were cured. In the event of a non-curable default, the Landlord may automatically terminate this Lease, and the Tenant shall have seven (7) days to vacate Premises from the date that the written notice is delivered describing the violation and ordering the Tenant to vacate and return possession of the Premises to the Landlord.
 - iii) **Curable Default** - If the Tenant causes a curable violation in the performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions set forth in this Lease, the violation shall constitute an event of default. In the event of a curable default, the Airport Manager will deliver a written notice to the Tenant which shall specify the noncompliance and include a statement that, if the noncompliance is not corrected within a reasonable time period, not to exceed thirty (30) days from the date that the written notice is delivered, the Landlord shall terminate the Lease.
 - iv) **Bankruptcy, Voluntary** - If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state, or other statute, law or regulation, or if Tenant shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or shall make any general assignment for the benefit of creditors; or
 - v) **Bankruptcy, Involuntary** - If a petition shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation, and shall remain undismissed or unstayed for ninety (90) days, or if any trustee, receiver or liquidator of Tenant, or of all or substantial part of Tenant's properties, shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated and unstayed for ninety (90) days.

30. Remedies, Cumulative.

- a. In the Event of Default, Landlord, in addition to any and all other rights, shall be entitled to enjoin such a breach or violation of this Lease by Tenant and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach or violation as though reentry, summary proceedings, and other remedies were provided for in this Lease.

31. Non-Waiver.

- a. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to do so in the event of a continuing or subsequent delinquency or default. The Landlord's acceptance of rent does not waive any uncured delinquency or default of this Lease by Tenant.

32. Landlord's Interest Not Subject to Liens.

- a. The Landlord is a political subdivision of the State of Florida and its interests may not be subjected to a lien, mortgage, or other type of security interest. All persons to whom these presents may come are put upon notice of the fact that the Tenant shall never, under any circumstances have the power to subject the interest of the Landlord in the Premises to any construction, mechanics' or materialmen's lien, mortgages, security interests, or liens of any kind. All persons who may hereafter, during the term of this Lease, furnish work, labor services, or materials to the Premises, upon the request or order of the Tenant, or any person claiming under, by, or through the Tenant, must look wholly to the resources of the Tenant for payment and not to the Landlord, its interest, or its property.
- b. The Tenant shall not permit or suffer to be filed or claimed against the Premises during the term of this Lease, any lien or liens of any kind arising out of the action of the Tenant; and if any such lien be claimed or filed, the Tenant covenants to cause the Premises to be released from such claim, or lien, either through the deposit into appropriate to pay such taxes and, upon written request. The Tenant shall immediately reimburse the Landlord for the amount thereof (including all interest and penalties attributable thereto) plus interest at the rate of prime plus 5% per annum. This provision shall survive the expiration of this Lease.

33. Subordination Clause.

- a. This Lease shall be subordinate to the provisions on any existing or future agreement between the Landlord and the United States or the State of Florida relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Florida.

34. Non-Discrimination.

- a. Pursuant to Title VI of the Civil Rights Act of 1964, Tenant agrees Tenant does not discriminate on the grounds of race, creed, sex, age, disability, or national origin, and will not permit discrimination against any person or groups of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations. Landlord reserves the right to take such action as the United States may direct to enforce the provisions of this covenant, or as it may find necessary.

35. Notices.

- a. Notices provided for in this Lease shall be sufficient if sent by certified, registered, regular United States mail postage pre-paid, e-mail, or delivered in person. Any other means are not acceptable unless the Airport Manager and Tenant both concur. Notification of any change in the address shall be the responsibility of each Party.

36. General Provisions.

- a. Entire Agreement - This document contains the entire agreement between the parties hereto, and no term or provision hereof may be changed, waived, discharged or terminated unless the same is in writing executed by both parties hereto.
- b. Applicable Law - This Lease shall be deemed to have been executed and entered into the State of Florida and this Lease, and any dispute arising hereunder shall be governed, interpreted and construed according to the laws of the State of Florida.
- c. Headings - The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.
- d. Binding Effect - All the covenants, stipulations and agreements in this Lease shall extend to and bind the legal representatives, successors and assignees of the respective parties hereto.

- e. Venue – Venue for any legal action brought by any party to this Lease to interpret, construe, or enforce this Lease shall exclusively be in the county or circuit court depending on applicable jurisdiction for the 18th Judicial Circuit Court in and for Brevard County, Florida and jurisdiction shall be vested exclusively in such court. Any trial shall be non-jury.
- f. Attorney's Fees – In the event of litigation, with the exception of eviction proceedings, including appellate proceedings, or any mediation, arbitration, or administrative action or proceeding arising out of this Lease, each party shall bear the expense of its own attorney's, expert witnesses and its own costs, including court costs.
- g. Severability - In the event that any covenant, condition, or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of any such covenant, condition or provision does not materially prejudice either Landlord or Tenant in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.
- h. Effective Date: The effective date of this Lease is the date on which the last of the parties hereto executes this Agreement.

TENANT REPRESENTS THAT HE/SHE HAS CAREFULLY REVIEWED THE TERMS AND CONDITIONS OF THIS LEASE AND IS FAMILIAR WITH SUCH TERMS AND CONDITIONS AND AGREES TO FULLY COMPLY WITH THE SAME. TENANT FURTHER ACKNOWLEDGES THAT THIS LEASE IS A LEGAL AND BINDING CONTRACT.

TENANT:

LANDLORD:

Signature

Airport Manager

Date

Date

Witness Signature

Witness Signature

Printed Name

Printed Name

Contact Phone

Contact Phone

ATTACHMENT A (NON-COMMERCIAL)
BASIC TENANT INFORMATION

The following "Basic Information is provided herein by Tenant as of the Commencement Date and is made an integral part of this Lease. Tenant expressly represents that the information is true, accurate and complete as of the date it was provided and shall remain so through the Term of this Lease unless otherwise modified or corrected in writing. Tenant further represents and agrees that Tenant has a continuing obligation to keep all of the Basic Information current and that the failure to do so constitutes a material violation of this Lease by Tenant.

Premises: _____

TENANT Name: _____

TENANT Address: _____

TENANT Phone: _____ Home: _____ Work: _____ Cell: _____

E-Mail Address: _____

Emergency Contact Information:

Name: _____

Phone Numbers: Home: _____ Work: _____ Cell: _____

E-mail address(es): _____

Designated Aircraft

("N" Number): _____ Manufacturer: _____ Model: _____

Registered Owner of Aircraft: _____

If leased aircraft, name of all TENANT's with possessory interest: _____

Designated Aircraft #2 (If Applicable)

("N" Number): _____ Manufacturer: _____ Model: _____

Registered Owner of Aircraft: _____

If leased aircraft, name of all TENANTs with possessory interest: _____

Designated Aircraft #3 (If Applicable)

("N" Number): _____ Manufacturer: _____ Model: _____

Registered Owner of Aircraft: _____

If leased aircraft, name of all TENANTs with possessory interest: _____

ATTACHMENT C
AUTHORIZED USERS OF PREMISES

The following individuals will be considered Authorized Users of the Premises, and not a TENANT of the Premises. TENANT must certify all individuals listed below by signature and date. These Authorized Users do not have the same rights, privileges, obligations, or authorities as the TENANT, and do not have rights of survivorship. The TENANT is responsible for the Authorized Users complying with all the applicable terms of this lease. As specified in the "Definitions" of this Lease, an Authorized user is limited to the following Qualified Aeronautical Users: **1) Aircraft Co-Owner, officially named on official FAA registration documents; 2) A named member of Tenant's immediate family; 3) A single individual, only if a Qualified Aeronautical User, as named in Attachment C, whom Tenant desires to have independent access to and use of Premises.**

Premises: _____

Authorized User(s):

Name: _____ Date: _____

Signature: _____ Phone: _____

Address: _____ City/State/Zip: _____

Relationship to Tenant: _____ Verified By: _____

Signature _____ (Tenant Certifies Above-Named Individual as an Authorized User) Date _____

Name: _____ Date: _____

Signature: _____ Phone: _____

Address: _____ City/State/Zip: _____

Relationship to Tenant: _____ Verified By: _____

Signature _____ (Tenant Certifies Above-Named Individual as an Authorized User) Date _____

Removal of Authorized User

Authorized User Name: _____

Tenant Signature: _____ Date: _____

Verified By: _____

Authorized User Name: _____

Tenant Signature: _____ Date: _____

Verified By: _____

**RATES AND CHARGES
ADJUSTMENT PLAN (RCAP)**



**Owned and Operated by:
Brevard County Board of County Commissioners**

1. Introduction

In consideration of the rates and charges established and imposed at Valkaria Airport, emphasis should be placed on meeting the policy guideline established by the Federal Aviation Administration (FAA) governing airport financial practices in FAA Order 5190.6A, "Airport Compliance Handbook." The Order states that airport operators have a legal obligation to establish and maintain fair and reasonable rates and charges that will "...make the airport as self-sustaining as possible under the circumstances existing at the particular airport..."

Primary goals and objectives for the Airport's Rates and Charges policy should include:

- Operate and manage the Airport in a business-oriented manner;
- Develop and support a diversified and financially solvent customer base of tenant and users; and
- Establish, maintain, and enhance a strong financial cash-flow condition.

This will be accomplished by establishing the following criteria:

- Policy guidance;
- Legal requirements;
- Method of establishing Fair Market Value (FMV); and
- Methods and frequency of escalation of rates and charges to ensure the Airport is earning fair value on public investments and is maximizing its potential for financial self-sufficiency.

2. Existing Rates and Charges

The Airport currently has several activities that, through a series of rates and charges, generate revenue to support its operation. Current rates and charges are shown in Table A. Common activities with which established rates or fees are associated include:

A. Land Leases

Aeronautical Land Leases – defined as the land contiguous to the airfield, lease by enterprises that have a need to have access to the airfield. Some aeronautical land leases at Valkaria Airport have involved only raw or semi-improved property where the lessee is responsible for any structures and infrastructure improvements (e.g., Mosquito Control, etc.) Other aeronautical land leases such as the T-hangar facilities, involve both County-owned land and improvements such as hangars and associated parking.

Non-Aeronautical Land Leases – defined as all other land leased by enterprises on airport property that do not have a need to have access to the airfield or are not property where the lessee is typically responsible for any structures and infrastructure improvements. (Golf Course, Fire Department, etc.)

B. Aircraft Tenants

Monthly Hangar Rentals – per month rate is charged for storage of aircraft in T-Hangar.

Monthly Apron Tie-Down Fees – per month rate is charged for long-term, outdoor parking of aircraft on Airport property.

Remote Storage Area (Monthly) – monthly rate is charged for storage of Derelict Aircraft, or other vehicles. There is no tie-down option.

Overnight Tie-Down Fees – per night fee charged for transient aircraft that utilize the airport on a night-by-night basis.

C. Aviation Fuel – Self-Service

100 Low-Lead - \$4.49

Jet-A - \$3.89

D. Miscellaneous Fees and Charges

Gate Card – Initial Gate Card for access to the Airport Operational Area.

Commercial Lease – Additional \$100 / month fee in addition to base Lease rate.

TABLE A
Current Rates and Charges
(As of July 2018)

LAND LEASE	LEASE RATE
Aeronautical	\$0.18 per sq. foot
Non-Aeronautical	10% FMV/Land or Asset Value
AIRCRAFT STORAGE	RENTAL RATE
Large Hangar*	\$1111.28
Medium Hangar*	\$526.64
Standard T-Hangar*	\$263.32
Half T-Hangar*	\$131.66
Tie-Down (monthly)*	\$32.10
Tie-Down (nightly)*	\$5.00
FUEL	MARK-UP
100LL	Cost + \$0.50 per gallon
Jet-A	Cost + \$0.50 per gallon
MISCELANEOUS FEES & CHARGES	COST
Gate Access Card (initial)	\$10 – Hangar Tenants Inc. in lease
Gate Access Card (replacement)	\$10.00
Late Payment of Rent	\$50.00 per month

**All Hangar and Tie-Down Rents listed, include applicable tax.*

3. Policy Guidance

Regarding rental rates, the Federal Aviation Administration (FAA) is unilaterally opposed to excessively low (or no) rent for land which in a sense, belongs to the public, regardless whether it is considered aviation use or non-aviation use.

In addition, FAA Order 5190.6A, "Airport Compliance Requirements," states: "FMV (Fair Market Value) for any lease of non-aeronautical revenue production ...under the Surplus Property Act of 1944, as amended, must be established. Appraisal ...is one acceptable method of establishing FMV."

The main issues to be considered in any agreement are assurances that any contract or lease adheres to the following criteria:

- Compliance with 1958 Airport Quitclaim Deed requirements between the United States of America, (Administrator of General Services) and Brevard County, Florida, Board of County Commissioners;
- Lease does not grant or deny rights to use the airport facilities contrary to the requirement of law and applicable to the United States Government; and
- Lease must not negatively impact current or future aeronautical use or restrict the owner's ability to meet obligations to the United States Government, (including Fair Market Value requirements).

Note: Public lands will not be made available for private enterprise without obtaining a fair market return. No private individual or firm, has a right to the use of publicly-funded airport land for personal gain without paying their fair share of maintenance, development, and operation of the facility.

4. Rate Requirements

A fair market annual rental value (FAA Guidance: 8%-12% FMV) should be assessed for grounds within the leasing area. Non-Aeronautical land lease valuations will be established by assessing lessees 10% of appraised value at the time of lease origination, subject to conditions and terms and approval by the Brevard County Board of County Commissioners. See Table.

- Regardless of rates or methods used, they must remain non-discriminatory.
- Fuel flowage fees should be applied to all fuel delivered to the Airport.

5. Methods of Establishing Fair Market Value (FMV)

Land Lease – Fair Market Value rent shall be based upon current appraisal methodology performed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) using comparable airport properties. Such leases must bring a fair market return to the airport.

Hangar – Hangar rates will be established by comparing other airports in the area and weighing their rates and amenities available, as shown in **TABLE B** and **TABLE C**.

TABLE B

Comparison of Monthly Rent of T-Hangars and Tie-Down

Airport	Half Hangar	Full Hangar	Medium Hangar	Large Hangar	Tie-Down
Valkaria	\$131.66 500' Sq.	\$263.32 1000' Sq.	\$526.64 2000' Sq.	\$1,111.28 6400' Sq.	\$32.10
Arthur Dunn		\$325.		N/A	\$35
TICO		\$375.00		\$2,500. +	\$80
Merritt Island		\$300.00	\$600.00 +		\$60-\$80
Sebastian		\$350.00		\$1,500.00 +	\$50 + Tax

Note: Taxes included unless otherwise noted

***Prices as of January 2018**

TABLE C
Comparison of Services and Amenities

Services & Amenities	Valkaria	Arthur Dunn	TICO	Merritt Island	Melbourne	Sebastian
Drinking Water	Y	Y	Y	Y	Y	Y
Vending Machines	N	Y	Y	Y	Y	Y
Tire Air	N	Y	Y	Y	Y	Y
FBO	N	Y	Y	Y	Y	Y
Fuel	100LL	Y	Y	Y	Y	Y
	Jet A	Y	Y	Y	Y	Y
Power Plant Service	Y	Y	Y	Y	Y	Y
Electronics Service	N	N	Y	Y	Y	N
Airframe Service	Y	Y	Y	Y	Y	Y
Published Approach	Y	Y	Y	Y	Y	Y
Approach Aids	Y	Y	Y	Y	Y	Y
Runway Lighting	Y	Y	Y	Y	Y	Y
Restaurant	N	N	Y	Y	Y	Y

6. Methods and Frequency of Escalation of Rates and Charges to Ensure the Airport is Earning Fair Market Value on Public Investments and is Maximizing its Potential for Financial Self-Sufficiency.

Since the annual cost of satisfactorily operating and maintaining an airport will most likely increase throughout the term of the lease, provisions should be made to ensure that fair market rental value rates remain current throughout the life of the lease. Accordingly, rental rates should be adjusted at a minimum of five-year increments. An escalating clause or other means of automatically adjusting must be incorporated into long-term leases to provide for this adjustment. A local, state or federal cost of living index can be utilized as the basis for determining the increase. The following is a sample clause:

“Lessor and Lessee recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index (CPI) for All Urban Consumers. In 2018,

and every year thereafter, the parties hereto will compare the price index for said year with the price index for the previous year and the annual rental payments shall be increased in the same proportion as said price index has increased with the price index for 2018.”

7. Alternative Acceptable Methods of Adjusting Lease Rates

This lease rate shall be subject to review and re-evaluation at the end of each fiscal year. Rent will be adjusted upward only, not to exceed the Consumer Price Index (CPI) during the twelve (12) month period; or “Land less improvements will be appraised every five (5) years and the adjusted rental will be based on 10% percent of appraised value.

8. Schedule of Rate Adjustments

When the Consumer Price Index (CPI) is used for the calculation of adjustment of lease amount it will be obtained from the Department of Labor website in July of each year, or per individual lease terms. Brevard County Mosquito Control (BCMC) and The Habitat Golf Course annual rate adjustments will be in accordance with their respective leases with the Airport. The Board of County Commissioner’s may, from time to time, adjust rates and charges. For adjustments refer to Table D.

- **All hangar rental rates are subject to annual CPI adjustments**
- **The Airport will complete a five (5) year review of Rates and Charges to remain competitive. The next review will be on October 1, 2023.**

**Table D-1
SCHEDULE OF CHARGES
(FY-2018)**

Services	Charges
Fuel Flowage Fee	\$0.20 per gallon
Aircraft Tow	\$50
Crash Removal (On-Site)	\$200 + Hourly Rate
Airport Staff – Hourly Rate	\$40 / hr.
Signage → ≤ 3 x 3 (Non-profit = No Charge)	\$20 month / sign
Special Event Application Fee	\$300
Special Event Fee	TBD
Special Event Deposit (Refundable)	\$300
Lock Replacement	\$50
Electric Overage - per A/C Unit / Appliance	\$50/month
Electric Vehicle Charging	\$5/day or \$70/Month-Unlimited Charging Per Vehicle
Overnight RV/Camper Parking	\$25/day
Commercial Leases	\$100 more than non-commercial leases
Terminal Space**	
Small Conference Room	\$25 / half-day \$50 / full day
Large Conference Room	\$50 / half-day \$100 / full day
Observation Deck	\$100 / half-day \$200 / full day
Picnic Area OR Pavilion Area	\$50 / half-day \$100 / full-day

**** Special Event Fee includes terminal space rental location for recurring events of more than 10 per year. Additional Fees may apply for Airport staff if event takes place after hours.**

Note: All prices shown include 7% tax

The adjustment schedule for Rates and Charges is detailed in **Table D-2**.

TABLE D-2
Adjustment Schedule of Rates and Charges – (FY 2018)

Land Lease	Base Price	Scheduled Adjustment
Future Aeronautical Leases	≥ 10% FMV	Increase annually by CPI and/or every five years appraised to re-establish FMV
Future Non-Aeronautical Leases	≥ 10% FMV	Same as Above
Commercial Leases	\$100 Fee / Month	As Needed
Aircraft Storage		
Large Hangar	\$1,222.40	Annual by CPI
Medium Hangar	\$579.30	Annual by CPI
Standard T-Hangar	\$289.65	Annual by CPI
Half T-Hangar	\$144.82	Annual by CPI
Tie-Down (Monthly)	\$45	As Needed
Tie-Down (Nightly)	\$5	As Needed
Remote Parking Area	\$32.10	As Needed
Fuel		
Aviation Fuel	≥ \$0.50 per gallon	As Needed
Miscellaneous Fees & Charges		
Gate Access Card	\$20 ea.	As Needed
Tie-Down Lines	\$20 / set.	As Needed
Aviation Oil	\$15/qt.	As Needed
Late Payment of Rent	\$75 per month	As Needed
Non-Sufficient Funds		
	Amount	Charges
	\$0 - \$50.	\$25
	\$50.01 - \$300	\$30
	Over \$300	\$40 OR 5% of face value of check

Note: All prices shown include 7% tax

EXHIBIT G

**VALKARIA AIRPORT
RAMP SPACE TIE-DOWN LICENSE AGREEMENT**

This license agreement (hereafter called "Agreement") is between the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "Airport" or "Licensor"), and Licensee who has signed below and provides the conditions under which the Airport permits Licensee's use of the Airport's designated Tie-Down space for the Licensee's operational and airworthy aircraft.

WHEREAS, Licensor owns and operates a general aviation public airport known as Valkaria Airport (X59) and offers Tie-Down space for operational aircraft within the ramp area of the Airport Operational Area. A specific Tie-Down space may or may not be assigned; and

WHEREAS, Licensee desires to utilize Tie-Down space in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for value received and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License. The Licensor hereby grants the Licensee, a non-exclusive, personal and revocable license (hereafter the "License") solely for the purpose of access to the Tie-Down area at the Valkaria Airport for the storage of Licensee's operational aircraft.
2. The Airport reserves the right to move Licensee's aircraft should the need arise.
3. The Tie-Down area shall be used only for the storage of the aircraft described in this Agreement.
4. Licensee shall keep the Tie-Down area clean and free of debris at all times.
5. Licensee agrees to and shall comply with Airport Rules & Regulations and any federal, state, local, or government agency laws.
Licensee Initials: _____
6. The Licensee understands and agrees that the Airport does not warrant the ability of the Tie-Down area to withstand any level of storm event or inclement weather conditions.
7. The Licensee has sole responsibility for securing their aircraft.
8. The Licensee shall evacuate all property from Tie-Down area when official tropical storm or hurricane warnings are issued by the National Weather Service. Licensee shall bear the responsibility of any damages occurring for the failure to evacuate said property.
9. The Airport is not responsible for any damage or loss sustained by the Licensee. Brevard County does not provide security or insurance coverage for aircraft stored items in the Tie Down area.
10. The Licensee shall strictly adhere to all environmental regulations. The Licensee agrees to properly handle and dispose of all used oil, contaminated fuel, or other environmentally hazardous substances used by the Licensee in or on the Tie-Down area. The Licensee shall dispose of used oil and filters in the designated receptacles provided by the Airport and only in those receptacles. It is the Licensee's sole responsibility to clean up any spill of oil, fuel, or other environmental hazardous substances from beneath the Licensee's aircraft, whether the spill is intentional or not. The clean-up of such a spill shall be to the satisfaction of the Airport Manager and any appropriate county, state, or federal inspectors.
11. The Licensee shall indemnify Brevard County and hold Brevard County harmless for any and all liability, claims, damages, expenses, (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of, or connected with the Licensee's use, maintenance, operation, or control of the Tie-Down area occupied by the Licensee.

12. The Licensee agrees to hold Brevard County harmless for Acts of God, fire, theft, or other damage or loss to the Licensee's aircraft while located on the Airport's Tie-Down area.
13. The Licensee hereby covenants that Licensee has, and will maintain in force and effect for the length of this agreement a policy of Aircraft and Passenger Liability Coverage for bodily injury and property damage arising out of the ownership, maintenance or use of the covered aircraft, including Premises Liability coverage on the aircraft described below, in the amount of \$1,000,000 (one million dollars). The Licensee shall provide a certificate of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to this Agreement being executed. The certificates of insurance shall indicate that the policy has been endorsed to cover the County as an additional insured and that this policy may not be cancelled or modified without thirty (30) days prior written notice to the County.
14. Term. The term of this Agreement and the rights granted herein, shall be effective upon the date of execution of this License by the parties and shall continue for a period of thirty (30) days thereafter ("the Term"). The term of this Agreement shall automatically renew for subsequent thirty (30) day periods unless either party delivers written notice of intent to terminate to the other party at least thirty (30) days prior to the termination of the current term. Licensor reserves the right to terminate this Agreement for any reason upon thirty (30) days written notice to Licensee at the address shown below.
15. Revocation. This License may be immediately revoked by the Licensor before expiration of the Term, if, in the sole discretion of the Licensor, the Licensee's continued use of the Tie-Down area violates this Agreement, violates any applicable law or regulation, or causes interference with the Licensor's management of the Airport.
16. Upon termination of this Agreement the Licensee shall immediately surrender possession of the space and remove, at Licensee's sole expense, the aircraft therefrom, leaving the space in the same condition as when received. If Licensee's aircraft is not removed at the end of the thirty (30) day notice period, Licensee's aircraft is considered abandoned and the Licensor has the right to relocate Licensee's aircraft from the Airport to a storage facility or dispose of abandoned property pursuant to Chapter 705, Florida Statutes. Relocation and storage of the aircraft shall be solely at the expense of the Licensee.
17. The Licensee understands and agrees that the current Tie-Down Agreement cost is \$42.06 for the Tie-Down space + \$2.94 tax for a total monthly cost of \$45.00. Total payment shall be made to BOCC. This Agreement shall remain in effect on a month-to-month basis so long as monthly payments are made by Licensee. Failure to make timely payments may result in termination of this Agreement and possible legal action.
18. The monthly Tie-Down Agreement cost is payable in advance and is due on the first (1st) day of each month. No bill or invoice will be sent to the Licensee. It is the Licensee's responsibility to ensure that payment is received by the Airport at 1 Pilots Place, Malabar, FL 32950, not later than the first (1st) day of each month. Accounts are considered late if payment is not received by the fifth (5th) of each month, and a late fee of \$10.00 shall be assessed. Licensee will not be charged for any calendar month his/her space is vacated. Licensee must notify Airport staff upon return to the Airport.
19. No Recording. This License shall not be recorded in the official records of Brevard County, Florida by either party.
20. No Interest in the Airport. This License is the grant of a personal right to the Licensee and shall not be construed to create any real property interest in the Licensor's property.
21. Assignment. This License may not be assigned, transferred or devised to any other person, corporation, partnership or entity.
22. Acceptance. This License Agreement constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof.

Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.

23. Venue and Governing Law. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury. This License Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
24. All notices shall be sent to the Airport Manager or the Licensee at the addresses indicated below. The Licensee shall notify the Airport Manager of any change of address within ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Licensee from any obligation imposed by this Agreement.

IN WITNESS WHEREOF, the Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the date on which the last of the parties hereto executes this Agreement.

LICENSEE

Licensee Signature

Name: _____

Address: _____

Email: _____

Telephone: _____

Cell Phone: _____

Property Type: _____

Tag/Registration #: _____

LICENSOR

Manager Valkaria Airport

1 Pilots Place

Malabar, FL 32950

Date: _____

EXHIBIT H

**VALKARIA AIRPORT
REMOTE PARKING LICENSE AGREEMENT**

This license agreement (hereafter called "Agreement") is between the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "Airport" or "Licensor"), and Licensee who has signed below and provides the conditions under which the Airport permits Licensee's use of the Airport's Remote Parking Area for Licensee's Aircraft Trailer, or Derelict Aircraft.

WHEREAS, Licensor owns and operates a general aviation public airport known as Valkaria Airport (X59), which includes a Remote Parking Area for storage of aircraft transport trailers and derelict aircraft; and

WHEREAS, Licensee desires to utilize the Remote Parking Area in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for value received and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License. The Licensor hereby grants the Licensee, a non-exclusive, personal and revocable license (hereafter the "License") solely for the purpose of access to the Remote Parking Area at the Valkaria Airport for the storage of: i) One Trailer designed for Aircraft transport or other aeronautical utility; or ii) One Derelict Aircraft per agreement. NOTE: There are no tie-down fixtures in the Remote Parking Area.
2. The Airport reserves the right to move either the Licensee's Trailer or the Derelict Aircraft should the need arise.
3. No commercial activity of any kind shall be conducted by the Licensee in, from, or around the assigned space.
4. Licensee shall keep the space clean and free of debris at all times.
5. Licensee agrees to and shall comply with Airport Rules & Regulations and any federal, state, local, or government agency laws. **Licensee Initials:** _____
6. The Licensee understands and agrees that the Airport does not warrant the ability of the assigned Remote Parking Space to withstand any level of storm event or inclement weather conditions.
7. The Licensee has sole responsibility for securing their Trailer or Aircraft and for removal of the property prior to any significant weather event.
8. The Licensee shall evacuate all property from assigned Remote Parking Area when official tropical storm or hurricane warnings are issued by the National Weather Service. Licensee shall bear the responsibility of any damages occurring for the failure to evacuate said property.
9. The Airport is not responsible for any damage or loss sustained by the Licensee. Brevard County does not provide security or insurance coverage for stored items in the Remote Parking Area.
10. The Licensee shall strictly adhere to all environmental regulations. The Licensee agrees to properly handle and dispose of all used oil, contaminated fuel, or other environmentally hazardous substances used by the Licensee in or on the Remote Parking Area. The Licensee shall dispose of used oil and filters in the designated receptacles provided by the Airport and only in those receptacles. It is the Licensee's sole responsibility to clean up any spill of oil, fuel, or other environmental hazardous substances from beneath the Licensee's remotely stored property, whether the spill is intentional or

not. The clean-up of such a spill shall be to the satisfaction of the Airport Manager and any appropriate county, state, or federal inspectors.

11. The Licensee shall indemnify Brevard County and hold Brevard County harmless for any and all liability, claims, damages, expenses, (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of, or connected with the Licensee's use, maintenance, operation, or control of the Remote Parking Area occupied by the Licensee.
12. The Licensee agrees to hold Brevard County harmless for Acts of God, fire, theft, or other damage or loss to the Licensee's aircraft while located on the Airport's Remote Parking Area.
13. Term. The term of this Agreement and the rights granted herein, shall be effective upon the date of execution of this License by the parties and shall continue for a period of thirty (30) days thereafter ("the Term"). The term of this Agreement shall automatically renew for subsequent thirty (30) day periods unless either party delivers written notice of intent to terminate to the other party at least thirty (30) days prior to the termination of the current term. Licensor reserves the right to terminate this Agreement for any reason upon thirty (30) days written notice to Licensee at the address shown below.
14. Revocation. This License may be immediately revoked by the Licensor before expiration of the Term, if, in the sole discretion of the Licensor, the Licensee's continued use of the Remote Storage Area violates this Agreement, violates any applicable law or regulation, or causes interference with the Licensor's management of the Airport.
15. Upon termination of this Agreement the Licensee shall immediately surrender possession of the space and remove, at Licensee's sole expense, the property therefrom, leaving the space in the same condition as when received. If Licensee's property is not removed at the end of the thirty (30) day notice period, Licensee's property is considered abandoned and the Licensor has the right to relocate Licensee's property from the Airport to a storage facility or dispose of abandoned property pursuant to Chapter 705, Florida Statutes. Relocation and storage of property shall be solely at the expense of the Licensee.
16. The Licensee understands and agrees that the current Remote Parking Agreement cost is \$32.10 per month which includes tax and is subject to change without notice. Payment shall be made to **BOCC**. This Agreement shall remain in effect on a month-to-month basis so long as monthly payments are made by Licensee. Failure to make timely payments may result in termination of this Agreement and possible legal action.
17. The monthly Remote Parking Agreement cost is payable in advance and is due on the first (1st) day of each month. No bill or invoice will be sent to the Licensee. It is the Licensee's responsibility to ensure that payment is received by the Airport at **1 Pilots Place, Malabar, FL 32950**, not later than the first (1st) day of each month. Accounts are considered late if payment is not received by the fifth (5th) of each month, and a late fee of \$5.00 shall be assessed. Licensee will not be charged for any calendar month his/her space is vacated. Licensee must notify Airport staff upon return to the Airport.
18. No Recording. This License shall not be recorded in the official records of Brevard County, Florida by either party.

19. No Interest in the Airport. This License is the grant of a personal right to the Licensee and shall not be construed to create any real property interest in the Licensor's property.
20. Assignment. This License may not be assigned, transferred or devised to any other person, corporation, partnership or entity.
21. Acceptance. This License Agreement constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.
22. Venue and Governing Law. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury. This License Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
23. All notices shall be sent to the Airport Manager or the Licensee at the addresses indicated below. The Licensee shall notify the Airport Manager of any change of address within ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Licensee from any obligation imposed by this Agreement.

IN WITNESS WHEREOF, the Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the date on which the last of the parties hereto executes this Agreement.

LICENSEE

LICENSOR

Licensee Signature

Manager Valkaria Airport

Name: _____

1 Pilots Place

Address: _____

Malabar, FL 32950

Email: _____

Telephone: _____

Cell Phone: _____

Date: _____

Property Type: _____

Tag/Registration #: _____

EXHIBIT I

Tim Shea, AVCON Inc.

Tim Shea worked with the controlling documents and made comments throughout the development process. His numerous comments were incorporated as appropriate.

Brian Foster 11/19/2018

All seems to be acceptable to me.

Frank Gallagher 11/20/18

I have had the opportunity to review the Airport Controlling Documents and they look good. I thank you and the County for your continued good work on behalf of our airport.

Chris Larsen 11/12/18

I reviewed the documents and they look satisfactory to me. Please let me know when the county expects to adjust the hanger rents and implement the new leases. I will make the necessary adjustments on my end. Hoping this can happen yet this calendar year. Do you believe that will be the case?

Dan Beard (IRFC) 11/25/18

I forwarded the documents to the rest of the (IRFC) Board members and had a chance to read the documents this weekend. I believe our club already meets all requirements for a flying club so the changes will not affect us other than price adjustments, and X59 is still the best deal around.

Judi Oswald 11/25/2018

I have reviewed the proposed controlling documents and, except for a few grammatical errors, have found the documents to be sound. I feel that you and your team have done an excellent job of providing new documents to cover Valkaria Airport.

Sam Mazza 11/17/18

1) Will there be any incentive for paying rent annually vs monthly? My hangar in VA was one month free when I paid for the entire year.

RESPONSE: Not at this time.

2) Do non-profit groups (such as EAA) pay for recurring monthly use of conference rooms? If so, is there a discount for signing up for recurring use?

RESPONSE: Yes, there is a note on the RCAP that states "Special Event Fee includes terminal space rental location for recurring events of more than 10 per year. Additional Fees may apply for Airport staff if event takes place after hours."

3) Will security cameras be used on the airport property? Will recurring tests/evaluations of those cameras and recording systems be conducted to ensure proper functionality?

RESPONSE: Yes. These systems are working and tested.

4) Section 5.1 Statement of Concept briefly discusses painting. What are the minimum standards for painting operations, particularly to protect aircraft and equipment in nearby hangars?

RESPONSE: No person shall paint or wash an aircraft in a hangar without prior written approval from airport management.

5) Will Tie-down spaces be numbered or identified by number? If so can those spaces be rented exclusively to tie-down tenants? This provides the tenant a guaranteed space on the tie-down area and ensures transient aircraft fill the all spaces and prevent a monthly tenant access.

RESPONSE: No. Tie down spaces are not assigned due to the daily transient aircraft utilizing any available parking space.

6) Paragraph 17 of the Ramp Space Tie-Down Agreement states "The Licensee understands and agrees that the current Tie-Down Agreement cost is \$46.73 for the Tie-Down space + \$3.27 tax for a total monthly cost of \$50.00. The Valkaria RCAP document states "*All Hangar and Tie-Down Rents listed, include applicable tax." Which is correct? All documents should use the same formulas.

RESPONSE: Corrected tie-down agreement to \$45 to match RCAP.

7) Table C of the Ramp Space Tie-Down Agreement states Valkaria X59 has published approaches. Unless approaches have been published in the last month, I do not believe this is true. I understand approaches are sought for the airport, but have not been approved.

RESPONSE: RNAV approaches are currently under development and will be posted when completed.

8) The term "weapons" is defined in several locations, but not used to define permission to be present on property or control preventing such. Are lawful weapons allowed to be brought on property by individuals legally licensed to have them?

RESPONSE: See Airport Rules and Regulations Section 21.

Brian Johnston 11/8/18

Under article 9 - flight training, Section 9.2 Item 1 should be changed: Instead of reading: A Flight Training Operator shall meet all the appropriate requirements under CFR Title 14, Part 61,141 and/or 142...

It should read: A Flight Training Operator shall meet all the appropriate requirements under CFR Title 14, Part 61 **OR** Part 141 and/or 142...

RESPONSE: Comment noted.

Article 14 Operation of Flying Clubs, Section 14.2 item 1: It should be changed to read: Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft. Flying clubs may not conduct aircraft flight instruction except for regular members and only to conduct aircraft check outs or recurrent training, **not for the purpose of obtaining a Pilot Certificate or rating.** Only members of the flying club may operate the aircraft.

If training is provided for the purpose of obtaining a Pilot Certificate or rating then the Flying club must meet all of the provisions of Article 9 for flight training providers.

RESPONSE: All commercial entities will be held to the minimum standards for all of the activities that they are conducting. If a flying club is providing flight training to its members then it will be required to meet the minimum standards for flying clubs in

addition to the standards for flight training specified under Article 9 including requirements for training under 14 CFR 61,141, and/or 142.

Brian Johnston 11/13/18

The former agenda regarding the Valkaria Airport under Rules and Regulations, item number 21, regarding Firearms, should be changed to only to read: **"Pursuant to Brevard County Policy BCC-05 no person except for those persons to the extent authorized by Federal Law and/or Florida Statutes (F.S.), may carry or transport any firearm, or weapon on the Airport.."**

Please eliminate the first phrase at the beginning: "With the exception of Airport Staff,"
There is no justifiable reason for anyone to have a firearm on a public airport ramp except for Law Enforcement officials. The Airport staff and Managers have no reason to have a firearm on the airport property.

RESPONSE: Comment noted. Airport staff complete annual wildlife and firearm training from an FAA qualified airport wildlife biologist and are routinely required to manage wildlife concerns for the safety of pilots and their aircraft.

James Ratte 11/20/18

Rules & Regulations

SECTION 17: PERSONAL CONDUCT

It should be written into the leases that the landlord or its designee should also follow the same regulations in how it treats its tenants.

RESPONSE: Comment noted. These documents address rules and regulations for airport users and tenants.

SECTION 21: FIREARMS AND WEAPONS

Personal firearms should not be carried by airport staff in the their personal vehicles on airport property. Should the airport staff require a forearm, it should be county issued, properly and securely stored within the airport office. They should also have current firearms training.

RESPONSE: Comment noted. Airport staff complete annual wildlife and firearm training from an FAA qualified airport wildlife biologist and are routinely required to manage wildlife concerns for the safety of pilots and their aircraft.

SECTION 32: ALCOHOLIC BEVERAGES AND CONTROLLED SUBSTANCES

On several occasions I have personally witnessed the airport manager (Steve Borowski) consume beer (at lunch) and then drive back to the airport and perform his duties.

RESPONSE: Comment noted. Airport Manager denies these allegations.

SECTION 38(h). – AERONAUTICAL – GENERAL RULES

Pilots of ultralight aircraft do not have registration documents, do not require a medical certificate and there is no FAA license required. This paragraph requires 4 conditions, of which 3 are not applicable under Ultralight Aircraft Operations. This should be amended.

RESPONSE: The document is correct. The first sentence of this section states "To the extent required by the FAA..."

Minimum Standards

ARTICLE 4 – ACTION ON APPLICATION

30 days or 120 days?

RESPONSE: Documents have been corrected to 30 days.

SECTION 8.3 FACILITIES

Is it 850 or 250 square feet?

RESPONSE: Documents have been corrected to 850 square feet.

Commercial Lease

SECTION 5 – TERM

Term should be on a annual basis.

RESPONSE: County policy stipulates initial lease terms shall not exceed 6 months and thereafter revert to a month to month basis. This conforms to requirements to reasonable public access or the opportunity to get a lease/agreement.

SECTION 6 – RENT (c) Adjustment to rent

Signing a lease guarantees a rate, the landlord should not be able to increase rent until the rental term is up for renewal.

RESPONSE: Documents have been revised to add "after the lease term" to this section for clarity.

SECTION 6 – RENT (g) Electric Overage

Determined how? And by how?

RESPONSE: Determined by airport staff based on installed appliances and paid in accordance with the RCAP.

SECTION 10 – VEHICLE PARKING (a)

This is a commercial lease, where the landlord is charging additional fees. It should be reasonable to assume that a commercial operation will have more than one person working at that hangar, and therefore more than one vehicle will be present.

RESPONSE: Comment noted. Only one vehicle is permitted to be parked in front of a hangar on an active taxi-way/lane and only while tenant is present. All other vehicles need to be parked in the parking lot.

SECTION 13: PROHIBITED ACTIVITIES/ITEMS

(d) How is this determined? There is no definition, no defined method to assess charges in a FAIR manner.

RESPONSE: See response to commercial lease section 6(g).

SECTION 13: PROHIBITED ACTIVITIES/ITEMS

(f) *On a commercial lease, one should be able to place signage on the hangar for those flying in to locate the business. Additionally there should be NO additional charge to do so.*

RESPONSE: Comment noted. Hangars are already numbered to accommodate transient aircraft customers.

SECTION 16: INSPECTION

(b) (c) *According to Line Item B, the landlord has the right to enter a hangar, with or without a tenant being present. Further, landlord reserves the right to move an aircraft within or outside of a hangar for any purpose they deem necessary. Then in Line Item C, the landlord is NOT RESPONSIBLE FOR DAMAGE? If the landlord is moving an aircraft within my leased space, without my presence, clearly the landlord is responsible. If a landlord, management, or its designated representative is going to move an aircraft within a tenants leased hangar, what assurances do I have of THEIR QUALIFICATIONS to do so? All aircraft cannot be handled in the same manner: for example places that cannot be touched, pushed or pulled without causing damage. Aluminum is thin, and fabric covered aircraft especially need to be handled very carefully.*

RESPONSE: "Landlord shall exercise ordinary care..." Also, see section 19(b) Indemnification for clarification.

SECTION 22: CONSTRUCTION ACTIVITIES

It should be stated that construction companies operating on the airport should be operating "safely", and movement restricted to "safe speeds." Personally I have had construction equipment come around the corner, very close to the corner of the hangar at speeds that are unsafe. In two cases, I've have had aircraft in front of my hangar while preparing to board the aircraft.

RESPONSE: Comment noted. This shall be a consideration in future contracts.

SECTION 26: CANCELLATION, TERMINATION, OR NON-RENEWAL OF LEASE TERM. A. TERMINATION OR NON-RENEWAL WITHOUT CAUSE

If the landlord is able to terminate a lease without cause, why bother with a lease with a term limit? Would you rent a home where the owner / landlord could change the terms with 30 days notice?

RESPONSE: Comment noted. See response to commercial lease section 5.

Non-Commercial Lease

SECTION 6: TERM

All airport leases within the county are annual, not a 6 month lease. In addition, insurance (required by the county) is NOT offered on 6 month terms. Insurance is only quoted on a 12 month term.

RESPONSE: See response to commercial lease section 5.

SECTION 7: RENTS

(b) adjustment to rent: *If the landlord can "adjust" the rent charges with 30 days written notice, yet we are signing a lease as designated in Item 6 above, what is the point in signing a lease with a specified rental rate?*

RESPONSE: See response to commercial lease section 6(c).

SECTION 7: RENTS

(e) *How is this determined? There is no definition, no defined method to assess charges in a FAIR manner.*

RESPONSE: See response to commercial lease section 6(g).

SECTION 11: VEHICLE PARKING

If there is more than one tenant (co-leasing) each tenant should be allowed a vehicle.

RESPONSE: See response to commercial lease section 10(a).

SECTION 12: GATE ACCESS CARD

Gate access cards have been known to just stop working. Personally I have had two quit working and need replacement. According to Item 12, I am going to be charged for a new card? In addition, if we are raising fees for with all these new charges, the management must ENSURE the gates are operational, and the gate cards CAN be issued. More often than not, management is not able to program gate entry cards due to equipment that is not operational.

RESPONSE: Defective cards may be exchanged for working cards. Damaged/lost cards will incur charges per the RCAP.

SECTION 13: RIGHT OF ACCESS

My family and minor grand children have been around aircraft their entire lives. Under this stipulation, I would not be allowed to bring my wife and grandchildren flying, while obviously being on the ground to monitor them, let alone be within 25'

RESPONSE: All tenants will comply with section 13 Right of Access.

SECTION 18: INSPECTION

(b) (c) *According to Line Item B, the landlord has the right to enter a hangar, with or without a tenant being present. Further, landlord reserves the right to move an aircraft within or outside of a hangar for any purpose they deem necessary. Then in Line Item D, the landlord is NOT RESPONSIBLE FOR DAMAGE? If the landlord is moving an aircraft within my leased space, without my presence or knowledge, CLEARLY the landlord is responsible. If a landlord, management, or its designated representative is going to move an aircraft within a tenants leased hangar, what assurances do I have of THEIR QUALIFICATIONS to do so? All aircraft cannot be handled in the same manner: for example places that cannot be touched, pushed or pulled without causing aircraft damage. Aluminum is thin, and fabric covered aircraft especially need to be handled very carefully.*

RESPONSE: See response to commercial lease section 16(a), note the requirement for using "reasonable care".

SECTION 21: INDEMNIFICATION

(a) *Once again, if the landlord deems it necessary to move an aircraft within a tenants hangar (without the tenant being present), any damage is directly attributable by the landlord taking action to move the aircraft.*

RESPONSE: See response to commercial lease section 16.

SECTION 24: CONSTRUCTION ACTIVITIES

It should be stated that construction companies operating on the airport should be operating "safely", and movement restricted to "safe speeds." Personally I have had construction equipment come around the corner, very close to the corner of the hangar at speeds that are unsafe. In two cases, I've have had aircraft in front of my hangar while preparing to board the aircraft.

RESPONSE: See response to commercial lease section 22.

SECTION 28: TERMINATION, CANCELLATION, OR NON-RENEWAL OF LEASE TERM

If the landlord is able to terminate a lease without cause, why bother with a lease with a term limit? Would you rent a home where the owner / landlord could change the terms or force you out with 30 days notice?

RESPONSE: Comment noted. See also response to section 26.

Ramp-Space Tie-Down Lease Agreement

NUMBER 18: *Section 18: No proof of payment is possible without posting payment against an invoice. Since an invoice is not being generated (at least a "Statement" is generated with hangars, then tenants have no proof of payment posting.*

RESPONSE: Canceled checks or cash receipts have routinely been used for this purpose without issue.

Remote Parking Agreement

NUMBER 2: *If the airport wishes to move a trailer, notification should be given FIRST, allowing the owner to move the trailer. Previously, management has cut the lock of my trailer, USED my trailer for personal reasons and without notification. Inside the trailer contained a clients set of wings. Had those been damaged, the county WOULD be responsible. Upon requesting a new lock I was handed \$5 and told to go buy a lock on my own.*

RESPONSE: Comment noted. Airport Manager denies this allegation.

RCAP

TABLE C – DRINKING WATER

Valkaria does not have potable water. Signs are placed around the hangars stating it is not potable. That same water is used in restroom facilities.

RESPONSE: Bottled water is available in the airport office.

TABLE D1 - Fuel Flowage Fee

If the required fuel (stated by the engine manufacturer) is not available within the airport grounds, a fuel flowage fee should NOT be charged!

RESPONSE: Comment noted. Fuel flowage fees are a charge imposed routinely at the vast majority of airports. Further, the fuels available at Valkaria Airport are acceptable fuel for the overwhelming majority of small aircraft.

Aircraft Tow

Valkaria Airport does NOT have the equipment or qualified aircraft handlers to move aircraft!

RESPONSE: Comment noted. When such services are required, situationally appropriate steps may be taken to tow or remove aircraft.

Crash Removal

Contracted to whom? There are only 3 staff members, no equipment or qualified staff to perform to this task.

RESPONSE: Comment noted. See also response to "aircraft tow".

Signage

Signage where? On the fence as was previously allowed? Or signage on a hangar?

RESPONSE: Anywhere on the airport property.

Special Event Fee

How do you pass this with a To Be Determined?

RESPONSE: This is determined based on the event. All non-aeronautical events must pay fair market value based on the event location, duration, and other conditions relevant to the individual events.

Electric Overage

How is this determined? What is the definition? How is this monitored to determine an overage is occurring?

RESPONSE: See response to commercial lease section 6 (g).

Electric Vehicle Charging

How will this be monitored? At what rate per kilowatt hour are you charging? This rate is double the rate of any local commercial charging station, and those stations provide the chargers. Valkaria Airport has no charging stations.

RESPONSE: Airport staff will monitor this visually. All charges are in accordance with the RCAP. The method of charging will be for services via the individual hangars or at the terminal. This is not a generally available service but could be desired by individual tenants or other customers.

Commercial Leases

This rate should be half for half hangars.

RESPONSE: Comment noted.

Picnic/Pavilion Area

This rate is ridiculous. Other facilities within Brevard County have more amenities for the same price, and have seating for 30 to 60 people. Valkaria Airport has one picnic table, no parking for that amount of vehicles, and NO amenities!

RESPONSE: Comment noted. Parks and Rec charges \$125 per day with a \$100 deposit for a similarly sized pavilion at Wickham Park. The pavilion in question has 2 picnic tables with electrical outlets and the proposed fee is less than other similar venues around the county and those do not include a view of an airport.

TABLE D-2

Tie-Down Lines & Aviation Oil

Valkaria Airport does not, and has not offered these products or services.

RESPONSE: Tie-downs and aviation oil have been and are currently available for purchase from the airport office.