



# Commercial Air Transportation Rules and Regulations

**Missoula County Airport Authority**

Missoula Montana Airport (KMSO)  
5225 W Broadway Street  
Missoula, MT 59808  
406-728-4381



## Table of Contents

- 1. Introduction ..... 3
  - 1.1. Purpose ..... 3
  - 1.2. Applicability ..... 3
  - 1.3. Definitions..... 4
- 2. Signatory Airlines (Reserved for Future Use) ..... 4
  - 2.1. Requirements ..... 4
    - 2.1.1. Badging ..... 4
    - 2.1.2. Reporting and Record Keeping ..... 4
    - 2.1.3. Insurance – Indemnity ..... 4
    - 2.1.4. Compliance..... 4
  - 2.2. Airport Use ..... 4
  - 2.3. Passenger Terminal Use ..... 4
  - 2.4. Aircraft Parking Positions ..... 4
  - 2.5. Maintenance, Repairs and Alterations ..... 4
  - 2.6. Fees ..... 4
  - 2.7. Exemptions ..... 4
  - 2.8. Prohibited Acts..... 4
  - 2.9. Environmental, Health and Safety ..... 4
  - 2.10. Hazardous Substances – Pollution Liability ..... 4
- 3. Non-Signatory Airlines ..... 5
  - 3.1. Requirements ..... 5
    - 3.1.1. Badging ..... 5
    - 3.1.2. Reporting and Record Keeping ..... 5
    - 3.1.3. Insurance – Indemnity ..... 6
    - 3.1.4. Compliance..... 8
  - 3.2. Airport Use ..... 8
  - 3.3. Passenger Terminal Use ..... 9



3.3.1.	Non-Signatory Airline .....	9
3.3.2.	Charters .....	10
3.4.	Aircraft Parking Positions .....	10
3.5.	Maintenance, Repairs and Alterations .....	11
3.6.	Fees .....	12
3.6.1.	Terminal Use Fees .....	12
3.6.2.	Landing Fees .....	12
3.6.3.	Other Fees .....	13
3.7.	Exemptions .....	13
3.8.	Prohibited Acts .....	13
3.9.	Environmental, Health and Safety .....	14
3.10.	Hazardous Substances – Pollution Liability .....	14
4.	Definitions .....	17

# 1. Introduction

## 1.1. Purpose

The Missoula County Airport Authority (MCAA) has established Commercial Air Transportation Rules, Regulations for the Missoula Montana Airport (Airport) to promote the safe, equitable and efficient use of limited airport facilities, including terminal buildings, airfield surfaces, aircraft parking aprons and generation of revenues needed for airport development, maintenance, and operations.

These Commercial Air Transportation Rules, Regulations and Fees (hereinafter "Regulations") apply to all individuals or entities operating as a Non-Signatory or Charter Air Transportation Company at the Airport.

The adoption of these Regulations is not intended, nor should it be construed, to grant any property right or expectation to any person or entity whatsoever. MCAA expressly reserves the right to amend or revise these Regulations at any time and in any respect. MCAA reserves the right to limit or restrict access to any area of the Airport, without the issuance of prior notice, for reasons including, but not limited to, safety and security of the general public, construction or renovation work at the Airport, acts of God, or nonpayment of fees.

Any regulations or parts of regulations specifically relating to Aircraft at the Airport that are in conflict with these Regulations are hereby superseded by these Regulations, but only to the extent of the conflict.

Any person or entity which invests time or financial resources in the provision of Commercial Air Transportation services at the Airport does so at their own risk and shall have no right or standing to make any claim whatsoever against MCAA by reason of any subsequent amendment to these Regulations, any amendment to an agreement, or any limitations or restriction of access to the Airport.

## 1.2. Applicability

Any person or entity proposing to provide Commercial Air Transportation services at the Missoula Montana Airport must fully comply with the most recently adopted Commercial Air Transportation Rules and Regulations and/or supplemental contract terms (if applicable). The Regulations contained herein supersede and cancel all other previous Commercial Air Transportation Rules and Regulations set forth by MCAA.

### 1.3. Definitions

These Commercial Air Transportation Definitions incorporate, by reference, the defined words and acronyms identified in Section 4. Additional words and phrases used in this document but not defined herein shall have the meanings as set forth in the Bond Ordinance, in any FAA statute or regulation, or if not so set forth, shall have their usual and customary meaning.

## 2. Signatory Airlines (Reserved for Future Use)

**Please refer to the most recently approved Airline Use Agreement (AUA)**

### 2.1. Requirements

- 2.1.1. Badging
- 2.1.2. Reporting and Record Keeping
- 2.1.3. Insurance – Indemnity
- 2.1.4. Compliance

### 2.2. Airport Use

### 2.3. Passenger Terminal Use

### 2.4. Aircraft Parking Positions

### 2.5. Maintenance, Repairs and Alterations

### 2.6. Fees

### 2.7. Exemptions

### 2.8. Prohibited Acts

### 2.9. Environmental, Health and Safety

### 2.10. Hazardous Substances – Pollution Liability

## 3. Non-Signatory Airlines

### 3.1. Requirements

#### 3.1.1. Badging

All employees of NON-SIGNATORY AIRLINE that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by AUTHORITY, Transportation Security Administration or other entity having security jurisdiction at the Airport. NON-SIGNATORY AIRLINE employees and contractors will surrender security badges upon request by AUTHORITY. Physical security media (badges and keys) remain the property of AUTHORITY. NON-SIGNATORY AIRLINE and their employees and contractors shall comply with all security related audits, inspections, and screenings. NON-SIGNATORY AIRLINE will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges. NON-SIGNATORY AIRLINE shall be invoiced on a regular basis for badging fees as set forth in the AUTHORITY's Access Control Card Application. Fees shall be paid within 30 days of invoice. NON-SIGNATORY AIRLINE shall also comply with all requirements under the AUTHORITY's Airport Security Plan.

#### 3.1.2. Reporting and Record Keeping

As a condition of its operation at the Airport, a NON-SIGNATORY AIRLINE (other than Affiliate Airlines), shall report monthly to the AUTHORITY, on or before the fifth day of each month, in addition to its landed weights, the total number of passengers enplaned and the total number of passengers deplaned from its aircraft at the Airport during the preceding month, and the volume of freight, mail and other cargo enplaned and deplaned for the preceding month. All such data, including landed weights, are subject to verification by the AUTHORITY and a NON-SIGNATORY AIRLINE shall cooperate in any such audit of its reports undertaken by the AUTHORITY. The AUTHORITY will use its best efforts to avoid undue interference with a NON-SIGNATORY AIRLINE's normal operations during the course of any such audit.

NON-SIGNATORY AIRLINE shall at all times maintain and keep books, ledgers, accounts, or other records, wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to this Resolution. Such records shall be retained by NON-SIGNATORY AIRLINE for a retention period as set forth in Federal Aviation Regulation 14 CFR Part 249. NON-SIGNATORY AIRLINE shall make such records available to the AUTHORITY upon reasonable request. NON-SIGNATORY AIRLINE shall produce such books and records at the offices of the NON-SIGNATORY AIRLINE within thirty (30) calendar days of AUTHORITY'S notice to do so.

The AUTHORITY may audit by a certified public accountant the records of NON-SIGNATORY AIRLINE annually. The AUTHORITY shall pay the cost of audit, including the transportation, food, and lodging necessary for an auditor selected by AUTHORITY through a competitive Request for Qualifications process; except that the total cost of said audit shall be borne by NON-SIGNATORY AIRLINE if NON-SIGNATORY AIRLINE has failed to maintain true and complete books, records, accounts, and supportive source documents in accordance with this Resolution or if the audit finds a deficiency greater than five percent (5%). In the event the records as reported in such audit are greater than those reported by NON-SIGNATORY AIRLINE to AUTHORITY for the same period, NON-SIGNATORY AIRLINE agrees to pay to AUTHORITY immediately any deficiency owed to AUTHORITY, together with interest at the rate of fifteen percent (15%) per annum thereon from the date the deficiency was due until paid in full.

### 3.1.3. Insurance – Indemnity

Each NON-SIGNATORY AIRLINE during the term hereof commercial Aviation Liability and auto liability insurance for claims for property damage, bodily injury, or death resulting from NON-SIGNATORY AIRLINE's activities at the Airport in amounts not less than those specified herein. Each such policy shall be provided by financially sound insurance companies of recognized responsibility and shall be evidenced by a certificate of coverage kept current and on file with the AUTHORITY. Each such policy shall name the AUTHORITY as an additional insured and provide that it may not be adversely or materially changed, altered, or canceled by the insured or the insurer during its term without first giving the AUTHORITY thirty (30) days written notice in advance.

The procuring of such policy or policies of insurance shall not be construed to be a limitation upon NON-SIGNATORY AIRLINE's liability under the hold harmless

agreements set forth in this Agreement, nor as full performance of NON-SIGNATORY AIRLINE's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, NON-SIGNATORY AIRLINE's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of NON-SIGNATORY AIRLINE, its officers, agents or employees in its operations at the Airport.

Insurance for aviation liability:

- In an amount not less than one hundred million dollars (\$100,000,000) per occurrence, combined single limit and passenger personal injury not less than twenty-five million dollars (\$25,000,000) per occurrence and in the annual aggregate with respect to non-passenger personal injury for airlines operating aircraft of sixty (60) seats or more;
- Not less than seventy-five million dollars (\$75,000,000) per occurrence and passenger personal injury not less than twenty-five million dollars (\$25,000,000) per occurrence and in the annual aggregate with respect to non-passenger personal injury for airlines operating aircraft of between twenty (20) and fifty-nine (59) seats;
  - Not less than forty-five million dollars (\$45,000,000) for airlines per occurrence and passenger personal injury not less than twenty-five million dollars (\$25,000,000) per occurrence and in the annual aggregate with respect to non-passenger personal injury operating aircraft of nineteen (19) or fewer seats.

Insurance limits for auto liability insurance covering owned, hired and non-owned vehicles used and operated by NON-SIGNATORY AIRLINE shall be subject to a limit of liability of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate.

NON-SIGNATORY AIRLINE shall purchase and maintain during the term Workman's compensation insurance as required by Montana law.

NON-SIGNATORY AIRLINE shall purchase such other insurance as is required by Montana State law for Air Transportation Companies operating in the State of Montana.

A NON-SIGNATORY AIRLINE will be deemed by its use of the Airport or any portion thereof, to have agreed to indemnify, defend and hold harmless the AUTHORITY, its members, officers, agents, employees and contractors from and against any and all claims, action, demands, suits, judgments, fines, damages, loss and liability, together with all costs and expenses incidental to the investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert's fees) of any nature whatsoever, which may be incurred by, charged to or recovered from the foregoing arising out of or incident to the NON-SIGNATORY AIRLINE's use of the Airport or the acts or omissions of the NON-SIGNATORY AIRLINE's officers, agents, employees, contractors, licensees or invitees, regardless of where the injury, death or damage may have occurred, or arising from or based upon the violation or alleged violation of this Resolution or any Federal, State or Local laws, statutes, ordinances or rules or regulations by the NON-SIGNATORY AIRLINE, its officers, agents, employees, contractors, licensees or invitee. The AUTHORITY will give the NON-SIGNATORY AIRLINE prompt notice of any such claims or actions.

These provisions shall have no application to claims, actions, damages, loss or liability which are caused solely by the negligent or willful acts or omissions of the AUTHORITY, its members, officers, agents, employees, or contractors.

#### 3.1.4. Compliance

NON-SIGNATORY AIRLINE shall comply with all applicable statutes, rules and regulations, whether Federal, State or local, including those of the AUTHORITY, while operating on, or occupying space at the Airport and shall require their officers, agents, employees and business invitees to so comply.

### 3.2. Airport Use

Subject to compliance with the provisions of this Resolution and the Rules and Regulations of the AUTHORITY, NON-SIGNATORY AIRLINE shall be entitled to use the Airport in common with others authorized to do so. The use of the Airport by NON-SIGNATORY AIRLINE shall constitute consent to the terms and conditions of this Resolution. Such rights shall include:

- The landing and taking off of its aircraft from the runways;
- The ground movement of its aircraft on the taxiways;

- The parking, loading, unloading, servicing, and fueling of its aircraft in such areas as are directed or approved by the Airport Director;
- The right to do any act and perform any function directly and reasonably related to the NON-SIGNATORY AIRLINE'S conduct of air transportation at the Airport. However, such use shall not include the performance of services for other airlines or agencies in the absence of the prior written approval of the Airport Director and shall not be construed to include the conduct of any other business on the Airport whether or not related to, or affiliated with, Air Transportation;

The right to purchase fuels, lubricants, and any and all other goods and services required in NON-SIGNATORY AIRLINE'S conduct of air transportation at the Airport, and which are to be delivered, consumed, or performed at the Airport, from any person, firm, or corporation that is operating on the Airport with permission of the AUTHORITY;

No other uses or operations are permitted under this Resolution without the prior written consent of the AUTHORITY.

### 3.3. Passenger Terminal Use

#### 3.3.1. Non-Signatory Airline

Subject to compliance with the provisions of this Resolution and to the Rules and Regulations of the AUTHORITY, NON-SIGNATORY AIRLINES who conduct Scheduled Air Transportation at the Airport shall have the right to use Terminal and the Aircraft Parking Positions appurtenant thereto in common with others authorized to do so, on a non-exclusive use basis, with the consent of the Airport Director or his designee.

The Airport Director may grant a NON-SIGNATORY AIRLINE who conducts Scheduled Air Transportation at the Airport use of certain passenger Terminal space or facilities on a joint use basis, as the case may be; provided, however, that such use may be revoked upon thirty (30) days' written notice in advance. In no case would a NON-SIGNATORY AIRLINE have preferential or exclusive use space over a Signatory Airline.

The Use granted to a NON-SIGNATORY AIRLINE pursuant to this Paragraph is limited as follows: such NON-SIGNATORY AIRLINE may not, without prior approval of the Airport Director or designee, park or store aircraft at an Aircraft Parking Position adjacent to the Passenger Terminal for a period or time exceeding the time that is customarily required for its scheduled operation, or at any other Aircraft Parking

Position for a period of time exceeding twenty-four (24) hours. Such NON-SIGNATORY AIRLINE will remove its aircraft from such Aircraft Parking Position immediately when instructed by the Airport Director, or his designee.

Notwithstanding any use granted herein, the AUTHORITY shall have the right to enter any portion of the Airport, including premises that may be used by a NON-SIGNATORY AIRLINE, to perform any of its obligations as owner and operator of the Airport or pursuant to the exercise of any of its governmental functions. The AUTHORITY further reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, modernize, rehabilitate or otherwise alter or modify any portion of the Airport, including any premises that may be used by NON-SIGNATORY AIRLINE, for the purpose of maintaining or constructing improvements, modifications or expansions to the Airport or to the passenger Terminal. The AUTHORITY will use its best efforts to provide reasonable notice in advance of any such action and to provide reasonably convenient and equivalent alternative accommodation and adequate means of ingress and egress thereto.

### 3.3.2. Charters

An Air Transportation Company that does not provide scheduled service to the Airport shall be required to contract with a SIGNATORY, NON-SIGNATORY or GROUND HANDLING COMPANY who conducts Scheduled Air Transportation at the Airport in order to use the Passenger Terminal.

A SIGNATORY, NON-SIGNATORY or GROUND HANDLING COMPANY that contracts with an Air Transportation Company for use of the Passenger Terminal as permitted above shall be responsible for complying with all requirements and fees outlined in this Resolution and all AUTHORITY rules and regulations.

## 3.4. Aircraft Parking Positions

From time to time, NON-SIGNATORY AIRLINES who conduct Scheduled Air Transportation at the Airport may request permission to park their aircraft at an Aircraft Parking Position for the purpose of overnighing such aircraft, or for some other purpose reasonably related to NON-SIGNATORY AIRLINE'S conduct of Scheduled Air Transportation at the Airport. In such circumstances, the AUTHORITY may grant NON-SIGNATORY AIRLINE temporary use of an Aircraft Parking Position designated by the AUTHORITY for that purpose. The AUTHORITY

may, at its discretion, impose reasonable and non-discriminatory fees as well as reasonable time or other restrictions on such use.

NON-SIGNATORY AIRLINE agrees to remove its aircraft immediately from an Aircraft Parking Position when instructed by the Airport Director of an emergency requiring such removal. In this circumstance, NON-SIGNATORY AIRLINE may move its aircraft to an unoccupied Aircraft Parking Position designated by the Airport Director at no additional cost to the NON-SIGNATORY AIRLINE.

Should NON-SIGNATORY AIRLINE occupy an Aircraft Parking Position longer than is customarily required for its scheduled operation and the occupancy of said Aircraft Parking Position interferes with another Air Transportation Company's scheduled service, AUTHORITY may request NON-SIGNATORY AIRLINE to remove such aircraft. NON-SIGNATORY AIRLINE agrees to relocate said aircraft expeditiously.

As soon as permitted by appropriate authorities, NON-SIGNATORY AIRLINE shall remove any of its disabled aircraft from the Airfield or from a Terminal Aircraft Parking Position and shall place such disabled aircraft at a location designated by the Airport Director, at the leased premises of a fixed base operator, or at an off-Airport location. For the purposes of this Resolution, a disabled aircraft is one which is unable to move under its own power. NON-SIGNATORY AIRLINE will make every reasonable attempt to remove its disabled aircraft as expeditiously as possible.

### 3.5. Maintenance, Repairs and Alterations

A NON-SIGNATORY AIRLINE occupying space in the Airport's Terminal shall keep such space in a neat, clean and orderly condition and shall, at its sole expense, provide janitorial service and ordinary maintenance and repair to such space and to the trade fixtures and equipment therein. In addition, such NON-SIGNATORY AIRLINE shall be responsible for keeping its Aircraft Parking Positions in a neat, clean, and orderly condition, free from litter, debris, refuse, or petroleum products. In the event that a NON-SIGNATORY AIRLINE fails to perform its obligations hereunder, the AUTHORITY may do so and such NON-SIGNATORY AIRLINE will reimburse the AUTHORITY for the cost thereof. The AUTHORITY may enter upon any area of the Airport, including any space licensed to a NON-SIGNATORY AIRLINE, for the purpose of insuring compliance with the provisions of this Resolution or for accomplishing any necessary maintenance or repairs.

A NON-SIGNATORY AIRLINE occupying space in the Terminal shall make no alterations, additions or improvements to such space without the prior written approval of the Airport Director.

## 3.6. Fees

### 3.6.1. Terminal Use Fees

A NON-SIGNATORY AIRLINE who conducts Scheduled Air Transportation at the Airport choosing to use the Terminal without renting any space from the AUTHORITY shall pay to the AUTHORITY fees for the use and occupancy of space in the Airport passenger Terminal of at least 130% of the rate that Signatory Airlines pay. Signatory Airline rates are calculated annually pursuant to the Airline Use Agreement and such rates are set forth in the attached Schedules 1 and 2.

Terminal Use Fees will be based on the most recently published and approved MCAA Rates and Charges Schedule.

### 3.6.2. Landing Fees

For the use of the Airfield, a NON-SIGNATORY AIRLINE (other than Affiliate Airlines) who conducts Scheduled Air Transportation at the Airport, shall pay the AUTHORITY a landing fee at the then current Signatory Airline rate plus 30%. Signatory Airline rates are calculated annually pursuant to the Airline Use Agreement and such rates are set forth in the attached Schedules 1 and 2. The NON-SIGNATORY AIRLINE shall report to the AUTHORITY, on forms acceptable to the AUTHORITY, on or before the fifth day of each month, the total number of landings (by type of aircraft) at the Airport operated by or on behalf of that NON-SIGNATORY AIRLINE in the calendar month just concluded, together with the Maximum Certificated Landed Weight of each such aircraft. The AUTHORITY may, but shall not be required to, render an invoice for such Landing Fees. Landing Fees for such month shall be due and payable by the NON-SIGNATORY AIRLINE within twenty (20) calendar days of month's end.

Landing Fees will be based on the most recently published and approved MCAA Rates and Charges Schedule.

### 3.6.3. Other Fees

AUTHORITY may pass through reasonable and lawful fees, charges, tolls, and/or assessments relative to the operation of the Airport which it is lawfully obligated to pay and which may be imposed upon it, or over which it has no power of control, provided however, that the AUTHORITY may pass through only the actual costs of those fees, charges, or assessments. Increases in existing fees are not bound by this section.

AUTHORITY may assess and collect reasonable and non-discriminatory fees and charges for Airport Equipment not enumerated in this Resolution but provided by AUTHORITY and accepted by NON-SIGNATORY AIRLINE. Please refer to the most recently published and approved MCAA Rates and Charges Schedule.

### 3.7. Exemptions

The fees set forth in the most recently published and approved MCAA Rates and Charges Schedule shall not apply to aircraft based at the Missoula Montana Airport and using the airport for non-commercial purposes.

### 3.8. Prohibited Acts

A NON-SIGNATORY AIRLINE shall not use or permit the use by parties authorized by the NON-SIGNATORY AIRLINE of the space or facilities of the Terminal, the Aircraft Parking Positions, or the Airfield for any purpose other than those authorized hereby and shall not do or permit to be done anything that would affect the tax-exempt status of Airport Revenue Bonds.

Neither the AUTHORITY, nor any NON-SIGNATORY AIRLINE affected by this Resolution will discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the use of any of the facilities provided for the public at the Airport.

A NON-SIGNATORY AIRLINE shall not do, or permit its officers, agents, employees, contractors, licensees or invitees to do, anything that will endanger the life, health or well being of any person, damage or threaten to cause damage to any real or personal property, including property of the Airport or the AUTHORITY, or fail to take any action required of it by the terms of this Resolution or by the AUTHORITY's Rules and Regulations.

NON-SIGNATORY AIRLINE shall, in its conduct of Air Transportation at the Airport, furnish services to the public on a reasonable and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that NON-SIGNATORY AIRLINE shall have the right to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

### 3.9. Environmental, Health and Safety

As a condition of its operation at the Airport, NON-SIGNATORY AIRLINE shall ensure that its operations, equipment, and premises at the Airport shall comply with all applicable federal, state, and local environmental, health, and safety laws and regulations (collectively referred to herein as "environmental" regulations or requirements) and requirements in applicable permits. NON-SIGNATORY AIRLINE shall comply with all applicable conditions and requirements in environmental permits, licenses, orders, or agreements whether held by it or by the AUTHORITY. Federal, state, and local environmental regulatory agencies have authority to conduct inspection of Airport, and NON-SIGNATORY AIRLINE shall cooperate with AUTHORITY and such agencies to facilitate inspections, and to make non-confidential records available to such agencies as required by law.

NON-SIGNATORY AIRLINE shall allow inspections and audits to be conducted by AUTHORITY, its contractors, or consultants, for the purpose of determining whether NON-SIGNATORY AIRLINE'S and Airport's operations and facilities are in compliance with applicable environmental laws and regulations. NON-SIGNATORY AIRLINE agrees to make available to AUTHORITY, its contractors or consultants, non-confidential records that may be reasonably required to assist in such inspections and audits. AUTHORITY agrees to provide reasonable advance notice of said inspections or audits, provide an opportunity for NON-SIGNATORY AIRLINE to accompany AUTHORITY, provide an opportunity for split samples should sampling be required, and provide the opportunity for NON-SIGNATORY AIRLINE to provide input to AUTHORITY in regard to any findings.

### 3.10. Hazardous Substances – Pollution Liability

For purposes of this Resolution, "Hazardous Substances" means asbestos and any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, any so-called Superfund law, or any similar federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

NON-SIGNATORY AIRLINE will not produce, handle, store, release, or dispose of hazardous substances on Airport except as expressly authorized by prior written permission from AUTHORITY. Failure of NON-SIGNATORY AIRLINE to abide by the terms of this paragraph may be restrained by injunction.

NON-SIGNATORY AIRLINE will give written notice to the AUTHORITY before storing, using, or disposing of any Hazardous Substances on the Airport. The notice will identify the Hazardous Substance, describe the manner in which it will be stored, used, or disposed of, and describe the manner in which any excess quantities of the Hazardous Substance or byproducts arising from the Hazardous Substance will be disposed of by NON-SIGNATORY AIRLINE. If AUTHORITY objects to the storage, use, or disposal of a Hazardous Substance on the Airport, it may demand that NON-SIGNATORY AIRLINE refrain from or cease the activity objected to and may demand that NON-SIGNATORY AIRLINE take any appropriate steps to remove the Hazardous Substance from the Leased Property.

All Hazardous Substances on the Airport will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances.

NON-SIGNATORY AIRLINE must notify AUTHORITY of any of the following by NON-SIGNATORY AIRLINE: (1) spills that are required under applicable environmental laws to be reported to governmental authorities (above de minimis quantities that are not immediately and fully cleaned up), (2) notices received from any third party to NON-SIGNATORY AIRLINE regarding breaches by NON-SIGNATORY AIRLINE of any nature of any environmental laws or regulations at the Airport, (3) disposal or release of Hazardous Substances on the Airport by NON-SIGNATORY AIRLINE (unless said release is in conformance with environmental laws), (4) any discovery of Hazardous Substances released on the Airport, or (5) of any notice received that was sent by a governmental authority or private party alleging that a disposal or release of Hazardous Substances on the Airport may have occurred. NON-SIGNATORY AIRLINE will promptly deliver to AUTHORITY copies of and provide complete access to any

and all non-confidential documents or information in its custody, control or possession, regarding said incident including any such non-confidential documents or information received from, or submitted by the NON-SIGNATORY AIRLINE to, the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Airport or the operations being conducted on the Airport. AUTHORITY agrees to protect all confidential and/or proprietary information to the extent provided in such documents to AUTHORITY, except as required by a court of competent jurisdiction or law.

To the full extent permitted by applicable law, the NON-SIGNATORY AIRLINE will defend, indemnify, and hold the AUTHORITY harmless from any and all costs, expenses, damages, assessments, remediation, claims, liabilities, fines, judgments, penalties, costs, suits, procedures, violations of environmental laws or regulations, and actions of any kind, including but not limited to attorney fees, arising out of any storage, use, spills, discharges, or releases of Hazardous Substances on the Airport caused by the fault, conduct, act, omission and/or negligence of NON-SIGNATORY AIRLINE and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the NON-SIGNATORY AIRLINE shall continue for as long as the AUTHORITY remains responsible for any spills, discharges, or releases of Hazardous Substances. This indemnity shall not apply to the extent said use, spills, discharges, or releases are caused by the fault, conduct, act, omission and/or negligence of the AUTHORITY or caused by a third party with whom NON-SIGNATORY AIRLINE had no contractual relationship (including a pre-existing subsurface condition).

If NON-SIGNATORY AIRLINE fails to comply with any applicable environmental laws, regulations or rules, AUTHORITY may, after first providing written notice and opportunity for NON-SIGNATORY AIRLINE to address, take necessary measures to ensure compliance with environmental requirements all at NON-SIGNATORY AIRLINE's expense.

Upon termination of its operations at the Airport, the NON-SIGNATORY AIRLINE will remove or remediate Hazardous Substances released or deposited on Airport, including in the soil and groundwater, by NON-SIGNATORY AIRLINE and/or its employees, agents, contractors, guests and/or invitees such that it conforms with applicable clean-up requirements under applicable environmental laws.

The provisions of this paragraph will survive any termination of NON-SIGNATORY AIRLINE's operations at the Airport.

## 4. Definitions

**"Affiliate Airline"** shall mean any Air Transportation Company that (i) is a parent or subsidiary of a Signatory or Non-Signatory Airline, or (ii) operates at the Airport under a trade name of a Signatory or Non-Signatory Airline and uses the Signatory or Non-Signatory Airline's two-letter designator code for its flights serving the Airport, or (iii) operates at the Airport using a trade name of a parent or subsidiary of the Signatory or Non-Signatory Airline and uses the two-letter designator code of such parent or subsidiary for its flights serving the Airport.

**"Aircraft Parking Position"** - an area of paved ground surface designated by the AUTHORITY as available for parking or temporarily storing aircraft on the Airport.

**"Airfield"** - the area at the Airport used for the landing, taking-off, and taxiing of aircraft; consisting, among other things, of runways, taxiways, approach and safety zones, hold aprons, lighting and navigation easements and facilities, and related appurtenances, as it and they exist at the time of execution hereof and as it may, from time to time, be altered in the future.

**"Airfield Cost Center"** – costs for operating the Airfield including related debt service, if any.

**"Airport"** - Missoula Montana Airport, including all its surface and sub-surface structures and appurtenances, its approach and runway safety zones, its easements and facilities, whether or not located within the Airport's physical boundaries as it exists at the time of execution hereof and as it may, from time to time, be altered in the future.

**"Airport Director"** - the chief administrator for the AUTHORITY or his designee.

**"Airport Equipment"** - those facilities and/or equipment owned by the AUTHORITY and provided to Air Transportation Company for a fee, and which may include, but not be limited to, baggage makeup conveyors or devices, baggage claim conveyors or devices, passenger loading bridges, 400 hertz or other ground electrical power systems, or preconditioned air devices or systems. A list and associated fees can be found in Exhibit A.

**"Airport Revenue Bonds"** - bonds, notes, or other evidence of indebtedness authorized and issued by the AUTHORITY for the purpose of financing or re-financing the modernization, expansion, renewal or replacement, or further development of the Airport, which bonds, notes, or other evidence of indebtedness are secured primarily, if not solely, by a pledge of Revenues derived from the operation of the Airport. Airport Revenue Bonds shall not include special facility revenue bonds issued for the benefit of less than all Air Transportation Companies operating at the Airport.

**"Air Transportation Company"** - A company for hire engaged in the business of one or more of the following: transporting persons, property, cargo, and mail, by aircraft.

**"AUTHORITY"** - The Missoula County Airport Authority including such person or persons as may be authorized by AUTHORITY to act for the AUTHORITY with the respect to all matters pertaining to this Resolution.

**"CHARTER"** any air service that is not part of an Air Transportation Company's published schedule and operated for specific unscheduled itineraries.

**"Debt Service"** - the amount required during any period for the accrual of principal of, interest on, and premium, if any, and other fees and amounts associated with all series of existing and future Airport Revenue Bonds or other debt, all as set forth in any Bond Ordinance.

**"Enplaned Passengers"** - all local boarding, interline transfer, and intra-line transfer revenue passengers at the Airport,

**"Federal Aviation Administration" or "FAA"** - the agency of the United States government created pursuant to the Federal Aviation Act of 1958, as amended, or any successor agency, or additional agency having jurisdiction of Air Transportation and oversight of airports involved in the conduct of Air Transportation including the Transportation Security Administration.

**"Fiscal Year"** - that twelve-month period commencing each July 1st and concluding the next succeeding June 30th which conforms to the AUTHORITY's annual accounting period for its general accounting purposes at the time of entering into this Agreement.

**"Ground Handling Company"** - a business which services an Air Transportation Company's aircraft while it is on the ground and parked at a terminal gate at the Airport.

**"Landing Fee"** - the unit rate, measured in dollars and cents per thousand pounds of Maximum Landing Weight, as set forth on Schedule 2.

**"Maximum Landing Weight"** – the maximum weight at which an aircraft type may be landed at the Airport by an aircraft operator as approved by FAA for that aircraft type.

**"Non-Signatory Airline"** - an Air Transportation Company that has not executed an AIRLINE USE AGREEMENT and who is subject to the terms of this Resolution.

**"Rules and Regulations" or "Primary Guiding Documents"** - the body of requirements published and placed into effect from time to time by the AUTHORITY for the governance of the Airport, its tenants, licenses, and invitees, while on Airport property.

**"Scheduled Air Transportation"** - the conduct of air transportation by an Air Transportation Company (holding a certificate granted pursuant to Federal Aviation Regulations, Part 121), a foreign air carrier (holding a certificate granted pursuant to Federal Aviation Regulations, Part 129), or a commuter air carrier (holding a certificate granted pursuant to Federal Aviation Regulations, Part 135) according to schedules that are published periodically in advance, both



in specialized printed publications and in major computerized reservation systems, which schedules are available to travel agents and to the general public.

**"Signatory Airline"** - an Air Transportation Company that has executed an AIRLINE USE AGREEMENT with the AUTHORITY and rents a minimum of 1000 square feet of Exclusive Use Premises.

**"Terminal"** - means that area of the Airport including, but not limited to, passenger holdrooms or concourses, ticketing and baggage claim areas, concessions areas, Airline and Authority offices and work areas, and sidewalks and roadways immediately adjacent thereto.

**"Terminal Cost Center"** - costs for operating the Terminal including related debt service, if any.

**"Use Resolution"** - this Resolution adopted by the Board of Commissioners of the Missoula County Airport Authority that sets forth the rates and fees which apply to Non- Signatory Airlines.