



Missoula County Airport Authority
5225 W Broadway Street
Missoula, MT 59808
(406) 728-4381

Minimum Standards

DRAFT

Missoula County Airport Authority

Missoula Montana Airport (MSO)

Date Published:

Table of Contents

1. INTRODUCTION.....	1
1.1. Purpose.....	1
1.2. PMCD General Provisions.....	1
1.3. PMCD Definitions.....	1
1.4. Exclusive Rights.....	1
1.5. Pioneering Period.....	1
1.6. Applicability.....	1
1.7. Amendments.....	2
2. GENERAL REQUIREMENTS	3
2.1. Introduction.....	3
2.2. Experience/Capability.....	3
2.3. Agreement.....	3
2.4. Payment of Rents, Fees, and Charges.....	3
2.5. Leased Premises	3
2.6. Economic Non-Discrimination.....	5
2.7. Licenses, Permits, Certifications, and Ratings.....	5
2.8. Employees.....	5
2.9. Aircraft, Equipment, and Vehicles	6
2.10. Hours	6
2.11. Security.....	6
2.12. Insurance.....	6
2.13. Indemnification and Hold Harmless.....	7
2.14. Enforcement.....	8
2.15. Taxes.....	8
2.16. Multiple Activities.....	8
3. COMMERCIAL OPERATOR PERMIT	9
3.1. Introduction.....	9
3.2. Application.....	9
3.3. Approved Permit.....	9
3.4. Existing Operator with an Existing Agreement.....	9
4. FIXED BASE OPERATOR	10
4.1. Introduction.....	10
4.2. Scope of Activities.....	10
4.3. Leased Premises	11
4.4. Fuel Storage Facility.....	11
4.5. Fueling Reports.....	12
4.6. Fueling Equipment	12
4.7. Equipment	12
4.8. Hours	13
4.9. Employees.....	13
4.10. Standard Operating Procedures	13
4.11. Aircraft Removal.....	14
4.12. Prohibited Services and Activities.....	14

5. AIRCRAFT MAINTENANCE OPERATOR (SASO)	15
5.1. <i>Introduction</i>	15
5.2. <i>Leased Premises</i>	15
5.3. <i>Licenses and Certification</i>	15
5.4. <i>Employees</i>	15
5.5. <i>Equipment</i>	15
5.6. <i>Hours</i>	15
5.7. <i>Defueling</i>	15
6. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)	16
6.1. <i>Introduction</i>	16
6.2. <i>Leased Premises</i>	16
6.3. <i>Licenses and Certifications</i>	16
6.4. <i>Employees</i>	16
6.5. <i>Equipment</i>	16
6.6. <i>Hours</i>	16
7. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)	17
7.1. <i>Introduction</i>	17
7.2. <i>Leased Premises</i>	17
7.3. <i>Licenses and Certifications</i>	17
7.4. <i>Employees</i>	17
7.5. <i>Equipment</i>	17
7.6. <i>Hours</i>	17
7.7. <i>Insurance Disclosure Requirement</i>	17
8. AIRCRAFT SALES OPERATOR (SASO)	18
8.1. <i>Introduction</i>	18
8.2. <i>Leased Premises</i>	18
8.3. <i>Dealership</i>	18
8.4. <i>Licenses and Certifications</i>	18
8.5. <i>Employees</i>	18
8.6. <i>Hours</i>	18
9. AIRCRAFT STORAGE OPERATOR (SASO)	19
9.1. <i>Introduction</i>	19
9.2. <i>Leased Premises</i>	19
9.3. <i>Hours</i>	19
10. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)	20
10.1. <i>Introduction</i>	20
10.2. <i>Leased Premises</i>	20
10.3. <i>Licenses and Certifications</i>	20
10.4. <i>Employees</i>	20
10.5. <i>Equipment</i>	20
10.6. <i>Hours</i>	20
11. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)	21
11.1. <i>Introduction</i>	21
11.2. <i>Limitations</i>	21
11.3. <i>Leased Premises</i>	21

11.4. <i>Employees</i>	21
11.5. <i>Equipment</i>	21
11.6. <i>Hours</i>	21
11.7. <i>Licenses and Certifications</i>	21
12. NON-COMMERCIAL HANGAR OPERATOR	22
12.1. <i>Scope of Activity</i>	22
12.2. <i>Leased Premises</i>	22
12.3. <i>Ownership Structure</i>	22
12.4. <i>Insurance</i>	23
13. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)	24
13.1. <i>Introduction</i>	24
13.2. <i>Location</i>	24
13.3. <i>Employees</i>	24
13.4. <i>Equipment</i>	24
13.5. <i>Hours of Activity</i>	24
13.6. <i>Commercial Use Agreement</i>	24
14. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)	25
14.1. <i>Insurance</i>	25
14.2. <i>Indemnification and Hold Harmless</i>	26

1. INTRODUCTION

1.1. Purpose

The purpose of these Minimum Standards (Minimum Standards) is to encourage and promote: (a) the consistent provision of high quality Commercial General Aviation Aeronautical Activities (Activities) at the Missoula Montana Airport (Airport); (b) the orderly development of General Aviation land and high quality General Aviation Improvements at the Airport; (c) the safety, security, and efficiency at the Airport, and (d) the economic health of General Aviation Operators at the Airport.

These Minimum Standards specify the standards and requirements which must be complied with by any entity desiring to engage in Activities at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be made by the Authority.

1.2. PMCD General Provisions

These Minimum Standards incorporate, by reference, the Primary Management and Compliance Documents (PMCDs) General Provisions set forth in Appendix A of the Rules and Regulations

1.3. PMCD Definitions

These Minimum Standards incorporate, by reference the defined words and acronyms identified in Appendix B – Definitions and Acronyms of the Rules and Regulations and are capitalized whenever used in these Minimum Standards. Words or acronyms that are not defined or identified shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

1.4. Exclusive Rights

Granting rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement in accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the Authority as a condition to receiving federal and/or state funds. The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Authority not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the Authority should neither expect nor request that other entities be excluded who also desire to engage in the same or similar Activities and are willing to meet these Minimum Standards. The opportunity to engage in Activities shall be made available to those entities willing and able to comply with these Minimum Standards and as land and Improvements may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the Authority and the public, as determined by the Authority in its sole discretion.

1.5. Pioneering Period

When specific Activities (e.g., product, service, or facility) are not currently being provided at the Airport, the Authority may enter into an Agreement under terms and conditions that may be less than those outlined in the Minimum Standards for a limited period of time (known as the pioneering period).

1.6. Applicability

Unless provided for herein or within an Agreement, no entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards, unless the Authority has approved an exemption or variance consistent with Appendix A-17 of the Rules and Regulations.

New Operators and Agreements – These Minimum Standards shall apply to any new Operator desirous of engaging in Activities at the Airport and new Agreements (with new or existing Operator’s) relating to the leasing and/or occupancy of land or Improvements for the purposes of engaging in Activities.

- Any entity currently engaging in Activities without an Agreement shall have six months from the date of adoption, to comply with these Minimum Standards.

Existing Operators and Agreements – These Minimum Standards shall not apply to any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement.

- If an existing Operator desires, under the terms of an existing Agreement, to engage in additional Activities, the existing Operator shall comply with these Minimum Standards.
- These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the Authority from entering into or enforcing an Agreement or amendment thereto that requires an Operator to exceed these Minimum Standards.

1.7. Amendments

If these Minimum Standards are amended after an Operator enters into an Agreement, Operator shall not be required to comply with the amended Minimum Standards, except as provided for in Operator’s Agreement or until:

- such time as Operator’s existing Agreement is amended,
- the Authority approves an assignment of Operator’s Agreement to another entity, or
- Operator enters into a new Agreement with the Authority.

2. GENERAL REQUIREMENTS

2.1. Introduction

Operator engaging in Activities at the Airport shall comply with or exceed the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

2.2. Experience/Capability

Operator shall, in the judgment of the Authority, demonstrate before and throughout the term of the Agreement the following:

- the capability of consistently providing the required Commercial General Aviation products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports, and
- the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the Authority; developing and maintaining the required land and Improvements; procuring and maintaining the required vehicles, Equipment, and/or aircraft; employing required Employees; and engaging in the Activities.

2.3. Agreement

Entity shall not engage in Activities at the Airport without an Agreement authorizing such Activities. Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

2.4. Payment of Rents, Fees, and Charges

Operator shall pay the rents, fees, or other charges on time, as specified by the Authority for engaging in Activities. The Authority may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the Authority by any legal means available to the Authority under any Agreement and as provided by Legal Requirements.

2.5. Leased Premises

Operator shall lease or Sublease Contiguous land and/or lease, Sublease, construct, or have immediate access to Improvements for the Activities as required in these Minimum Standards.

Construction of any Improvements must be approved in advance by the Authority, in accordance with the Authority's requirements, and any Agency having jurisdiction. Please reference 04. Development Guidelines for more information.

Contiguous Land - Operator must lease an area of Airport land and facilities that are of adequate space and appropriate size, share, and location to provide for its specific Commercial Aeronautical Service (s) (activity). While the specific minimum square footage requirements are described below for particular types of Commercial Aeronautical Services, all Operators must lease and maintain sufficiently sized facilities to accommodate their particular operations as proposed and as conducted. All required improvements and facilities must be located on the Operator's leased (or subleased) property, which shall be contiguous unless the Authority determines that sufficient contiguous space is unavailable and that the proposed use by the Operator of noncontiguous space shall not cause operational issues for the Authority, Operator, or other Airport users.

Facilities, Improvements and Maintenance – Commercial Operators must receive written approval from the Authority prior to commencing any construction and/or paving land within its leased or subleased premises and must comply with any terms and conditions in their Agreement with the Authority that covers such activities. (See 04. Development Guidelines Sections for more information).

All improvements, facilities and structures within a Operator’s leased or sub-leased premises must meet the appropriate building, accessibility, fire codes and comply with all applicable requirements contained therein, including without limitation the authority having jurisdiction’s Fire Code and NFPA 409. (See 04. Development Guidelines and 02. Rules and Regulations for more information).

All paving and other construction on a Commercial Operator’s leased or subleased premises shall be permanent and fire resistant and must be compatible with the design, material, landscaping, and Airport Layout Plan (“ALP”) of the Airport as well as all applicable FAA Advisory Circulars. (See 04. Development Guidelines for more information).

All buildings on an Operator’s leased premises with indoor access for customers must fully comply with current accessibility standards (ADA) and be properly lit and conditioned to accommodate customers in the applicable climate/weather conditions; contain restrooms; and, except for Aircraft Storage Operators, lobby/waiting space for customer use.

Unless otherwise specified in an Agreement, Operators are responsible for trash removal, sewage, grass mowing, landscape maintenance (including weed removal) utility line maintenance, and pavement maintenance within its leased or subleased premises, including the areas around structures and buildings. The Authority prohibits the piling and storage of crates, boxes, containers, refuse, and surplus property. (See 02. Rules and Regulations Sections for more information).

Unless otherwise specified in an Agreement, Operators are responsible for removing snow and ice within their leased or subleased premises. All snow removal activities shall be conducted in adherence with the Airport’s approved Snow and Ice Control Plan (“SICP”). (See 02. Rules and Regulations for more information).

Ramp/Paved Tiedowns – Ramp associated with hangars shall be no less than 125% of the square footage of the largest hangar of the Contiguous development and able to accommodate the movement of aircraft into and out of the hangar and the staging and parking of aircraft. Ramp (including paved Tiedowns) must be:

- contiguous and separated by no more than a Taxi Lane which allows entity to taxi or tow aircraft without traversing a Taxiway or public roadway;
- of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently and/or anticipated to utilize the Operator’s Leased Premises;
- able to accommodate the Operator’s aircraft fleet; and
- located so as to provide unimpeded movement of aircraft in and out of other facilities and/or operating to and from Taxi lanes or Taxiways.

If Operator utilizes a hangar for storing Operator’s aircraft fleet and Operator does not handle or store customer aircraft, Tiedowns are not required.

Vehicle Parking – Paved vehicle parking shall be sufficient to accommodate all vehicles and Equipment currently utilizing the Operator’s Leased Premises on a daily basis.

- Leased Premises that require public access shall have direct Landside access.
- Paved vehicle parking shall be located in close proximity to Operator’s primary facility and on the Leased Premises.
- On-street vehicle parking is not permitted.

Hangars – Hangars identified throughout these Minimum Standards shall accommodate the largest intended aircraft type with adequate opening/clearances sized at 105% (minimum of 3 feet clearance) for wingspan and tail height respectively. Unless otherwise stipulated in these Minimum Standards.

Self-Service Maintenance –Operators may engage in self-service maintenance on aircraft owned, leased, and/or operated by (under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (see Section 4 of these Minimum Standards).

2.6. Economic Non-Discrimination

To ensure Authority’s compliance with the Assurances, Operator shall (1) furnish products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and (2) charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased. In addition to identifying the Operator’s product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator. Operator shall post its schedule of product, services and facility pricing in a prominent place, readily accessible and/or visible to the general public. In the event of a complaint and upon request, Operator shall submit a schedule of product, service, and facility pricing to the Authority within 14 calendar days.

2.7. Licenses, Permits, Certifications, and Ratings

Operator and Operator’s employees shall obtain and comply with, at Operator’s or employee’s sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of Operator’s Activities as required by the Authority or any other duly authorized Agency having jurisdiction prior to engaging in Activities at the Airport.

- Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, copies of all licenses, permits, certifications, or ratings that are required to be posted.
- Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Authority within 14 calendar days.

Operators engaged in Activities at the Airport, whether using or occupying Airport land and/or Improvements, shall adhere to the practices recommended by the FAA, Legal Requirements and directives issued by the Authority.

Entities engaged in Activities defined herein shall obtain a Commercial Operator Permit (Permit) as outlined in Section 3 of these Minimum Standards prior to engaging in Activities.

Entities not based at the Airport and conducting occasional Activities at the Airport including, but not limited to, aircraft charter, flight training, and aerial photography, are not required to obtain a Permit unless further required by these Minimum Standards.

2.8. Employees

Operator shall employ and designate a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator’s Activities, Employees, and Leased Premises.

- The designated person shall have experience managing similar Activities.
- Operator shall give due consideration to notification from the Authority of dissatisfaction with the designated person’s performance and shall take all reasonable action to eliminate the cause of such dissatisfaction, which may include replacement of the on-site manager.

During Operator’s hours of Activities, a qualified, experienced, and professional on-site supervisor(s) shall be Readily Available and authorized to represent and act on Operator’s behalf with respect to Operator’s Activities. It shall be the responsibility of Operator to maintain close supervision over Operators employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

Operator shall have in its employ, on duty, and be immediately available during hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the

reasonable demands of customers for each of the Operator's Activities. Operator shall control the conduct, demeanor, and appearance of Operator's employees.

2.9. Aircraft, Equipment, and Vehicles

Aircraft, Equipment, and vehicles required in these Minimum Standards must be fully operational, in compliance with applicable Legal Requirements, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. Aircraft, Equipment, and vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance so long as:

- appropriate measures are being taken to return the Aircraft, Equipment, or vehicle to service as soon as possible and
- at least one of the required Aircraft, Equipment, and/or vehicle is available at all times in a fully operational manner.

2.10. Hours

Operator shall clearly post the hours during which products, services, and facilities are available, along with contact information for after-hours assistance, using appropriate and professional signage. Unless otherwise specified in these Minimum Standards or in an Agreement, Operator's Activities shall be available as necessary to meet reasonable customer demand, which may include weekdays, weekends, holidays, or on-call support.

2.11. Security

Operator shall designate a person responsible for the coordination of all security procedures and communications and provide point-of-contact information to the Authority including the name of the primary and secondary contacts. One of the contacts shall be available (by telephone) on a 24-hour basis.

Operator shall develop and maintain a Security Plan for Operator's Leased Premises and Activities.

- Upon request, Operators that are required to comply with a Transportation Security Administration (TSA) security program must demonstrate written compliance with all relevant and applicable TSA requirements to the Authority within 14 calendar days.

Operator must comply with applicable reporting requirements as established by the Authority, FAA, TSA, and any other Agencies.

2.12. Insurance

Operator shall procure, maintain, and pay all premiums throughout the term of Agreement for the insurance minimum coverages and limits required by Legal Requirements and set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for Operator's Activities.

- The insurance company underwriting the required policies shall be authorized to write such insurance in the State of Montana (with a Best rating of A or above) or be approved in writing by the Authority.
- When coverages or limits set forth in Attachment A (Minimum Insurance Requirements) are not commercially available, appropriate replacement coverages or limits must be approved in writing by the Authority at least 30 calendar days before Operator is scheduled to commence Activities.
- The Authority reserves the right to require more, or different types of insurance coverage based on entity's individual risks or exposures associated with Operator's Activities.

All insurance policies, which Operator is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.

- "MISSOULA COUNTY AIRPORT AUTHORITY and/or, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired,

borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the MISSOULA COUNTY AIRPORT AUTHORITY.”

- “Such insurance, as to the interest of the MISSOULA COUNTY AIRPORT AUTHORITY only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to MISSOULA COUNTY AIRPORT AUTHORITY and/or individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer’s liability.”
- “Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to MISSOULA COUNTY AIRPORT AUTHORITY.”

Companies issuing required insurance policies shall have no recourse against the Authority or Airport for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator. Certificates of insurance for the insurance coverages required by Legal Requirements and set forth in these Minimum Standards shall be delivered to the Authority upon execution of any Agreement, or when the Authority gives approval to conduct Activities. Thereafter, Operator shall provide certificates of insurance to the Authority every 12 months. In addition, Operator shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs. (See section 15 below and 02. Rules and Regulations for more information).

2.13. Indemnification and Hold Harmless

Operator shall defend, indemnify, save, protect, and hold harmless the Authority and/or individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the Authority for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the Authority and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the Authority’s or the negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator’s partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Operator’s Leased Premises, whether or not due to Operator’s own act or omission; (c) any condition created in or about the Operator’s Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Operator’s obligations under any Agreement. In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of Montana’s principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Operator or Operator’s employees, vendors, suppliers, contractors, or any other entity associated with Operator or in the event any of these entities violates any environmental law, the Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Authority individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to the Authority individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Montana’s governmental immunity act or similar statutory provision.

2.14. Enforcement

In the event an entity fails to comply with these Minimum Standards, the Authority shall send a written statement of violation to such entity at its last known address. The entity shall have 14 calendar days within which to (a) provide a written statement to the Authority explaining why the violation occurred and to advise the Authority that the violation has been corrected or (b) when and how the violation will be corrected. The Authority, in its sole discretion, has the right to suspend the entity's Activities and/or revoke the entity's privileges at the Airport, as the Authority deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the Authority. The entity shall pay for any costs incurred by the Authority, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

2.15. Taxes

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Operator's Activities conducted at the Airport.

2.16. Multiple Activities

When Operator engages in more than one Activity at the Airport, the minimum standards and requirements (including the insurance coverages and limits) for the combined Activities shall be established by the Authority. The minimum standards and requirements for the combined Activities shall not be:

- less than the highest standard or requirement for each element (e.g., land, facilities, employees, vehicles, Equipment, aircraft, etc.) within the combined Activities, or
- greater than the cumulative standards or requirements for all of the combined Activities.

3. COMMERCIAL OPERATOR PERMIT

3.1. Introduction

All qualified and experienced entities desirous of engaging in Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to complying with these Minimum Standards.

Commercial General Aviation Aeronautical Activities (Activities) may be proposed that do not fall within the categories designated herein. In such a case, appropriate minimum standards shall be established by the MISSOULA COUNTY AIRPORT AUTHORITY (Authority) on a case-by-case basis.

3.2. Application

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the Commercial Operator and Lessee Application (Application) and submit the Application to the Authority and obtain approval from the Authority prior to engaging in the desired Activities. Applicant shall submit all the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the Authority to properly and fully evaluate the Application and facilitate an analysis of the prospective operation.

No Application will be deemed complete that does not provide the Authority with the information, data, and/or documentation necessary to enable the Authority to make a meaningful assessment of Applicant's desired Activities and determine whether the Applicant's desired Activities will comply with all applicable Legal Requirements and be compatible with the Airport Layout Plan.

Following review and approval by the Authority and subject to the Applicant complying with all requirements, the Authority will approve the application which will serve as the Commercial Operator Permit.

3.3. Approved Permit

The Permit will be valid for the period indicated in the Permit as long as Operator meets the following requirements.

- The information submitted by Operator is and remains current. Operator shall notify the Authority in writing within 21 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the Permit.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activities identified in the Permit. For Lessees, the Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the Permit, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the Authority the option to terminate the Permit and/or the Agreement.

3.4. Existing Operator with an Existing Agreement

No Change in Scope of Activities – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Legal Requirements.

Change in Scope of Activities – Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the Authority prior to conducting new Activity not permitted under an existing Agreement or Permit.

4. FIXED BASE OPERATOR

4.1. Introduction

A **Fixed Base Operator (FBO)** is engaged, at a minimum, in each of the following Activities (which are defined further in Section 3.2 of these Minimum Standards):

Activities	Notes
Aviation fuels and lubricants	May only be provided by an FBO.
Ground service, support and amenities	
Aircraft parking and storage	
Aircraft maintenance	

An FBO may provide other specialized aeronautical services on its leasehold subject to the approval of the Airport Director, including the sale of new or used aircraft, the sale or rental of all types of consumer products normally related to the ownership or operation of aircraft, and any other services normally, performed by similar FBOs at other airports in the United States. These requests will be reviewed and approved on a case-by-case basis.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, FBO shall comply with the following minimum standards set forth in this Section.

4.2. Scope of Activities

Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by FBO’s Employees using the FBO’s aircraft, vehicles, Equipment, and resources.

Aviation Fuels – FBO shall sell, deliver, and/or dispense, upon request, the following aviation fuels and lubricants into all General Aviation, Air Carrier, government, and military aircraft using the Airport.

Aviation Fuels and Lubricants	Notes
Jet fuel	Shall comply with the quality specifications outlined in ASTM D 1655 (Jet fuel)
Avgas	Shall comply with the quality specifications outlined in ASTM D 1910 (Avgas)
Lubricants	Including engine oils, hydraulic fluids, etc.
Response time	Fifteen (15) minutes from time of customers’ request during required hours, except in circumstances or situations beyond the control of the FBO

FIXED BASE OPERATOR

Ground Service, Support and Amenities – FBO shall provide, upon request, the following aircraft ground services for General Aviation, government, and military aircraft using the Airport:

Ground Service, Support and Amenities	Notes
Marshalling and Parking	For all arriving and departing aircraft utilizing the FBO facilities
Recovery and Towing	Including assistance in removal of disabled aircraft
Oxygen and Nitrogen	
Compressed air	
Lavatory service	
De-Icing Service	Optional
Potable water	
Ground power	
Cleaning/washing service	At airport designated locations
Concierge services	Ground transportation (limousine, shuttle, rental car, taxi, etc.), accommodations, and catering arrangements
Cabin services	Includes ice, coffee, cabin supplies, etc.
Baggage handling	To and from vehicles and aircraft

Aircraft Parking and Storage – FBO shall develop, own, and/or lease aircraft parking and storage facilities, consistent with the requirements stipulated in Section 3.3 of these Minimum Standards, for the purpose of subleasing to Based Aircraft and overnight parking and storage of Transient Aircraft.

Aircraft Maintenance – FBO shall provide, upon request, Aircraft Maintenance in accordance with Section 4 of these Minimum Standards for the following General Aviation and Air Carrier aircraft.

4.3. Leased Premises

FBO shall have adequate land and Improvements to accommodate all FBO Activities and all approved Sublessees Activities. An FBO must lease (directly, and not through a sublease) an area of not less than 80,000 square feet which must include adequate land, apron, hangar(s), facilities (terminal, office, and shop), aircraft and vehicle parking to accommodate all activities of the FBO and any approved sublessee(s).

Buildings should be properly lighted and conditioned to accommodate a mix of uses, including the following: a public lobby/customer service area; pilot lounge; flight planning area; public restrooms; conference room; flight training; offices; aircraft hangar bays for aircraft storage/maintenance; aircraft maintenance shop; equipment storage; and parts storage space; (ii) mobile aircraft fueling vehicle parking area; and (iii) a public automobile parking area.

4.4. Fuel Storage Facility

FBO shall own or lease an above ground fuel storage facility, in a location on the Airport approved by the Authority, with a total storage capacity not less than the following:

Fuel Storage Facility	Standard	Notes
Jet fuel (gallons)	40,000	Or 3 days peak supply (excluding special events), whichever is greater
Number of tanks / Size of each tank	2 / 20,000 or 4 / 10,000	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time to meet demand
Avgas (gallons)	10,000	
Number of tanks / Size of each tank	1 / 10,000	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time to meet demand
Mogas (number of tanks / gallons)	1 / 500	For vehicles and Equipment

FIXED BASE OPERATOR

Fuel Storage Facility	Standard	Notes
Waste fuel (gallons)	500	FBO shall have adequate and proper storage for waste fuel

FBO shall demonstrate that satisfactory arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers, whichever is greater. FBO shall provide the Authority with a written Spill Prevention, Control, and Countermeasure (SPCC) Plan that meets Legal Requirements for FBO’s fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the Authority at least 30 calendar days prior to any scheduled changes in operations. Ensuring the quality of the fuel is the sole responsibility of FBO.

4.5. Fueling Reports

On or before the 10th calendar day of the subsequent month, FBO shall: (a) provide a summary report to the Authority identifying the number of gallons of aviation fuel by fuel type and (b) pay the associated fees due to the Authority.

Upon request, records and meters shall be made available for review by the Authority or its designated representative. In the case of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail and the FBO shall promptly pay all additional fees due and owing the Authority, plus interest on the unpaid balance at an annual rate of 10% from the date originally due.

4.6. Fueling Equipment

FBO shall have the following fueling Equipment and associated capacities:

Fueling Equipment	Standard	Notes
Jet fuel		Equipped with metering devices that meet applicable Legal Requirements and bottom loading capabilities
Refueling Vehicle (number / minimum gallon capacity)	2 / 2,000	One Refueling Vehicle shall have over-the-wing and single point aircraft servicing capability
Avgas		Equipped with metering devices that meet applicable Legal Requirements and bottom loading capabilities
Refueling Vehicle (number / gallon capacity)	1 / 750	

4.7. Equipment

FBO shall have access to following ground support equipment:

Ground Support Equipment	Standard	Notes
Equipment for securing aircraft on the Ramp	Yes	Including ropes, chains, and/or other types of aircraft restraining devices and wheel chocks which are required to safely secure aircraft as described in AC 20-35 series
Towing vehicles	2	With tow bars /heads having a rated draw bar capacity sufficient to meet the towing requirements of the heaviest aircraft normally frequenting the FBO
Oxygen / Nitrogen cart	1	

Ground Support Equipment	Standard	Notes
Compressed air unit	1	
Lavatory service cart	1	
Potable water unit	1	
Air stair unit	1	Rated and sized for aircraft being serviced.
Ground power (AC/DC)	1	
Spill kits	As required	Includes necessary materials to contain and restrict a fuel spill and other Hazardous Materials from flowing into drains and other areas, in compliance with the FBO’s SPCC Plan.
Dry chemical fire extinguisher units	As required	Approved and regularly inspected units shall be maintained within hangars, on Ramp areas, at fuel storage facilities, and on Equipment and Refueling Vehicles.

4.8. Hours

Operator shall be open, and services shall be available, during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports and as outlined in Section 2.10 of these Minimum Standards.

Fueling, customer services, and ancillary services shall be continuously offered and available to meet reasonable demands of the public (for this Activity) seven days a week, 24 hours per day, including holidays.

Aircraft Maintenance shall be continuously offered and available to the public five days a week, eight hours a day and available after hours, on call, with response time not to exceed one hour.

4.9. Employees

Employees, while on duty, shall be clean, neat in appearance, and always properly uniformed. Uniforms shall identify the name of the FBO.

Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities. FBO shall have properly trained and qualified Employees (on each shift) to provide aircraft fueling, aircraft ground handling services, and passenger and crew services

FBO (or authorized Aircraft Maintenance Operator) shall have properly trained and qualified employees to perform Aircraft Maintenance on aircraft normally frequenting the Airport.

4.10. Standard Operating Procedures

FBO shall develop and maintain standard operating procedures (SOP) that shall include, at a minimum, a training plan, fuel quality assurance procedures and associated record keeping, emergency response procedures to fuel spills and fires, and aircraft ground handling procedures.

FBO's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling Vehicles, fueling Equipment, and fuel storage facilities.

FBO's SOP shall be submitted to the Authority no later than 30 calendar days before the FBO’s Activities are scheduled to commence and shall be resubmitted any time changes are made.

Fuel storage facilities and Refueling Vehicles shall be equipped and maintained to FBO’s SOP and shall comply with applicable Legal Requirements and industry best practices including, without limitation, those prescribed by:

- National Fire Protection Association (NFPA) Codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 “Handling/Storing of Hazardous Substances and Materials”; and

- Applicable Advisory Circulars (ACs) including AC 00-34 series *Aircraft Ground Handling and Servicing*, AC 150/5210 series *Painting, Marking and Lighting of Vehicles Used on an Airport*, and AC 150/5230 series *Aircraft Fuel Storage, Handling, and Dispensing on Airports*.

4.11. Aircraft Removal

Recognizing that Aircraft removal is the responsibility of the Aircraft Owner or Aircraft Operator, FBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the Airport or the Aircraft Owner or Aircraft Operator, to maintain the operational readiness of the Airport. FBO shall prepare an Aircraft removal plan and have the necessary Equipment Readily Available to remove general aviation aircraft normally frequenting the airport.

4.12. Prohibited Services and Activities

Except as incidental to its charter or other operations, FBOs shall not conduct or permit in-flight catering services, ground catering, restaurant, or lounge operations on or from the Premises without prior written consent of the Authority and with provisions for the payment of rent or percentage of rent as the Authority may prescribe. FBOs shall be further prohibited from engaging in commercial automobile leasing, commercial taxi or limousine services, or selling or distributing alcoholic beverages; or operating a paid public parking area or other service not previously authorized by the Authority. FBOs shall also be prohibited from providing services to aircraft operators who are required by Authority policies or rules to use the terminal building without advance approval from the Airport Director, in their reasonable discretion.

5. AIRCRAFT MAINTENANCE OPERATOR (SASO)

5.1. *Introduction*

An **Aircraft Maintenance Operator** is engaged in providing Aircraft Maintenance for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

5.2. *Leased Premises*

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than 5,000 square feet of ground space and 2,000 square feet of floor space.

5.3. *Licenses and Certification*

The Operator shall be certified by the FAA as a Repair Station (as defined by 14 CFR Part 145).

5.4. *Employees*

Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities.

5.5. *Equipment*

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles and equipment.

Operator shall have sufficient materials and/or supplies available to support the Activities.

5.6. *Hours*

Operator shall be open, and services shall be available, during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports and as outlined in Section 2.10 of these Minimum Standards.

Operator shall be available to meet the reasonable demands of customers for the Activities.

5.7. *Defueling*

Operator may only defuel customer's aircraft, if necessary, for Aircraft Maintenance purposes. Employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321.

Additionally, Operator may refuel the defueled aircraft following provision of required Aircraft Maintenance.

Defueling and refueling shall not be construed to permit Operator to engage in the sale or dispensing of fuels as this Activity is specifically reserved for an FBO (see Section 3 of these Minimum Standards).

Operator conducting defueling and refueling of aircraft shall have adequate and proper fuel storage, provide the Authority with an SPCC Plan for defueling, refueling, and fuel storage, and conform with Sections 3.5 and 3.10 of these Minimum Standards.

6. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

6.1. *Introduction*

An **Avionics or Instrument Maintenance Operator** is engaged in the maintenance or alteration of one or more of the items described in 14 CFR Part 43 – Appendix A (i.e., aircraft radios, electrical systems, or instruments) for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

6.2. *Leased Premises*

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than 5,000 square feet of ground space and 2,000 square feet of floor space.

6.3. *Licenses and Certifications*

The Operator shall be certified by the FAA as a 14 CFR Part 145 Repair Station. Employees shall be property certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

6.4. *Employees*

Operator shall employ the number of Employees as required by 14 CFR Part 145.

6.5. *Equipment*

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles and equipment.

Operator shall have sufficient materials and/or supplies available to support the Activities.

6.6. *Hours*

Operator shall be open, and services shall be available, during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports and as outlined in Section 2.10 of these Minimum Standards.

Operator shall be available to meet the reasonable demands of customers for the Activities.

7. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

7.1. *Introduction*

An **Aircraft Rental Operator** is engaged in the rental of aircraft to the public and a **Flight Training Operator** is engaged in providing flight instruction to the public. These Minimum Standards apply to Operator's that lease or Sublease land or Improvements on the Airport (including the storage of aircraft).

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

7.2. *Leased Premises*

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than 5,000 square feet of ground space and 2,000 square feet of floor space.

7.3. *Licenses and Certifications*

Employees performing flight training duties shall be certified by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided.

Flight training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

7.4. *Employees*

Operator shall employ instructors capable of providing on-demand flight and ground school instruction sufficient to enable students to pass the FAA examinations for applicable ratings.

7.5. *Equipment*

Operator shall have properly equipped aircraft available for rental or flight training, as applicable. All aircraft shall be owned, leased, and/or operated by (under the full and exclusive control of) Operator.

7.6. *Hours*

Operator shall be open, and services shall be available during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports and as outlined in Section 2.10 of these Minimum Standards.

Operator shall be available to meet the reasonable demands of customers for the Activities.

7.7. *Insurance Disclosure Requirement*

Any Operator conducting aircraft rental or flight training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the Authority.

8. AIRCRAFT SALES OPERATOR (SASO)**8.1. Introduction**

An **Aircraft Sales Operator** is engaged in the sale of more than three new and/or used aircraft during a 12-month period. This excludes individuals selling personally owned aircraft unless the individual purchase's aircraft for the primary purpose of resale.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

8.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities

8.3. Dealership

Operator, who is an authorized factory sales franchise, dealer, or distributor shall have available or shall make available with reasonable advance notice at least one current model demonstrator of aircraft in each of its currently authorized product lines.

8.4. Licenses and Certifications

Employees shall be certified by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all aircraft offered for sale.

8.5. Employees

Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities.

8.6. Hours

Operator shall be open, and services shall be available during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports and as outlined in Section 2.10 of these Minimum Standards.

Operator shall be available to meet the reasonable demands of customers for the Activities.

9. AIRCRAFT STORAGE OPERATOR (SASO)**9.1. Introduction**

Aircraft Storage Operator – Operator that owns (or leases) an aircraft storage facility and/or associated office or shop space and sells (or Subleases) such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

9.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than 5,000 square feet of ground space and 2,000 square feet of floor space.

9.3. Hours

Operator shall be open, and services shall be available during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports and as outlined in Section 2.10 of these Minimum Standards.

Operator shall be available to meet the reasonable demands of customers for the Activities.

AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

10. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

10.1. Introduction

Aircraft Charter Operator – Operator, with Based Aircraft, engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 119/125/135)

Aircraft Management Operator – Operator, with Based Aircraft, engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

10.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than 5,000 square feet of ground space and 2,000 square feet of floor space.

10.3. Licenses and Certifications

Aircraft Charter Operators shall have and provide copies to the Authority of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the Authority within three calendar days.

10.4. Employees

Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities.

10.5. Equipment

Aircraft Charter Operator shall provide, either owned or underwritten lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy aircraft for the type of aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument conditions.

10.6. Hours

Operator shall be open, and services shall be available, during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports and as outlined in Section 2.10 of these Minimum Standards.

Operator shall be available to meet the reasonable demands of customers for the Activities.

11. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

11.1. Introduction

Independent Aircraft Maintenance Operator – Operator engaged in providing limited Aircraft Maintenance for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator. In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

11.2. Limitations

- As determined by the Authority in its sole discretion, if an Aircraft Maintenance Operator is fully meeting the demand for Aircraft Maintenance, Independent Maintenance Operators may be prohibited at the Airport.
- An Independent Maintenance Operator shall only provide Aircraft Maintenance to Based aircraft and shall not solicit Transient aircraft for any reason. However, at the request of an FBO or Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient aircraft.

11.3. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than 5,000 square feet of ground space and 2,000 square feet of floor space.

11.4. Employees

Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities.

11.5. Equipment

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, Equipment, and, if appropriate, one certified and continuously airworthy aircraft.

Operator shall have sufficient materials and/or supplies available to support the Activities.

11.6. Hours

Operator shall be open, and services shall be available during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports and as outlined in Section 2.10 of these Minimum Standards.

Operator shall be available to meet the reasonable demands of customers for the Activities.

11.7. Licenses and Certifications

Independent Maintenance Operator shall be properly certified by the FAA, current, and hold the appropriate ratings for the work being performed.

12. NON-COMMERCIAL HANGAR OPERATOR

Definition: A Non-Commercial Hangar Operator is an Entity which develops, constructs, and/or owns (subleases) a hangar structure(s) for the primary purpose of storing an Aircraft which is either owned or leased for private (not for hire), personal, and/or recreational purposes or for commercial activities other than activities offered by Fixed Base Operators as defined in § 4.1.

In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Operator (“Operator”) at the Airport shall comply with the following Minimum Standards.

12.1. *Scope of Activity*

Operator shall use the Leased Premises primarily to store and maintain Aircraft owned and/or leased and utilized by Operator for non-commercial purposes, unless specifically authorized in the Operator’s Lease Agreement.

No Commercial Activity of the type performed by Fixed Base Operators, as set forth in § 4.1 shall be permitted on or from the Leased Premises.

Operator desirous of conducting non-commercial self-fueling Activities must receive prior written consent of the Authority prior to initiation of such practice and must adhere to all applicable Regulatory Measures.

Operator shall not be permitted to dispense, sell, or otherwise distribute fuels, propellants, or lubricants to any Entity other than itself.

Operator shall not be permitted to sublease land, hangar, apron, office, or shop space to any Entity for any purpose without the written consent of the Authority.

12.2. *Leased Premises*

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities as agreed to by the Authority.

12.3. *Ownership Structure*

12.3.1. Hangar development may be accomplished by an Individual, Entity, or Association. If a hangar is developed by an Association;

12.3.1.1. Association membership will be contingent upon ownership interest in the Association of a proportionate share of the non-commercial hangar facility which shall consist of not less than one individual T-Hangar, or an equal portion of the "common" hangar area which is consistent with the total number of members/shareholders.

12.3.1.2. All members/shareholders of the Association must be declared to the Authority at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the Authority from time to time. The Association shall appoint (be represented by) one individual.

12.3.1.3. The hangar facilities developed and utilized by the Association will be exclusively for storage of Aircraft owned by the member(s)/shareholder(s) of the Association.

12.3.1.4. The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the improvements located thereupon.

12.3.1.5. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholder for the Association’s compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership.

NON-COMMERCIAL HANGAR OPERATOR (SASO)

- 12.3.1.6. All Association members/shareholders declared to the Authority in accordance with section 12.3.1.2 hereof shall remain jointly and severally liable to the Authority for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the Authority.

12.4. Insurance

Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in their Lease Agreement.

13. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

13.1. Introduction

This Section pertains to SASOs engaged in one or more of the following Activities.

Limited Aircraft Services and Support is defined as limited aircraft, engine, or accessory services and support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.).

Experimental Aircraft Services and Support is defined as construction assistance to owners of experimental and/or amateur-built Aircraft (as defined in 14 CFR Section 21.191).

Miscellaneous Commercial Services and Support is defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.

Temporary/Other Air Transportation Services for Hire is defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipeline patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

13.2. Location

Operator shall only provide services in locations designated and approved in writing by the Authority. These locations (including any Improvements) must meet applicable Legal Requirements for the type of services being provided.

13.3. Employees

Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities.

13.4. Equipment

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, Equipment, and, if appropriate, one certified and continuously airworthy aircraft.

Operator shall have sufficient materials and/or supplies available to support the Activities.

13.5. Hours of Activity

Operator shall be open, and services shall be available, during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports.

Operator shall be available to meet the reasonable demands of customers for the Activities.

13.6. Commercial Use Agreement

A Specialized Aviation Service Operator (SASO) that does not lease land or improvements from the Missoula Montana Airport (MSO), or from an existing MSO lessee or sublessee for commercial purposes (hereafter referred to as a "Mobile SASO"), shall be required to enter into a Use Agreement with the Airport prior to initiating or conducting any commercial aeronautical activities at MSO. The Use Agreement shall establish the operator's rights, privileges, obligations, insurance requirements, fees, and operating conditions necessary to ensure safe, efficient, and compliant operations on Airport property.

14. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the Authority.

14.1. Insurance

14.1.1 Operator shall keep and maintain all insurance required by law.

14.1.2 Operator shall procure, maintain, and pay premiums during the term of the Agreement for insurance of the types and the minimum limits set forth by the Authority for each Activity. The insurance company underwriting the required policy(s) shall be licensed or admitted to write such insurance in the state of Montana.

14.1.3 When more than one Activity is proposed, the minimum limits will vary (depending upon the nature of each Activity, in combination) but will not necessarily be cumulative in all instances. It will not be necessary for Operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each Activity; however, Operator will be required to obtain insurance for all exposures.

14.1.4 All insurance that Operator is required by the Authority to carry and keep in force shall name the Missoula County Airport Authority (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional insured.

14.1.5 Liability policies shall contain, or be endorsed to contain, the following provisions:

14.1.5.1 “The Missoula County Airport Authority (individually and collectively), representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or Vehicles owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by the Missoula County Airport Authority (individually and collectively), representatives, officers, officials, employees, agents, or volunteers shall be in excess of Operator’s and shall not contribute with it.”

14.1.5.2 “Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Missoula County Airport Authority (individually and collectively), representatives, officers, officials, employees, agents, or volunteers. Operator’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer’s liability.”

14.1.5.3 “Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 60 days prior written notice by certified mail, return receipt requested, has been given to the Missoula County Airport Authority”

14.1.6 The applicable insurance coverage shall be in full force and the above certificates, together with any certificates required for the specific Activity, shall be delivered to the Authority upon execution of any Agreement. Operator will furnish annual certificates and additional certificates whenever any changes are made.

14.1.7 While it is in the best interest of Operator to secure higher policy limits, it is important to emphasize that the limits stipulated for each Activity represent the minimum coverage and policy limits which must be maintained to engage in Activities at the Airport.

14.1.8 Operator shall, at its sole cost and expense, cause all improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, flood, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by the Authority, in writing.

14.1.9 Disclosure Requirement: Operator conducting Aircraft rental, sales, or flight training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter/student by Operator, as well as a statement advising that additional coverage is available to such renter/student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Authority.

14.2. Indemnification and Hold Harmless

14.1.10 Operator shall defend, indemnify, save, protect, and completely hold harmless the Authority (individually and collectively), representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the Authority (individually and collectively), representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction.

14.1.11 The Operator agrees to accept total responsibility and hold the Authority harmless in the event of an environmental contaminating accident or incident caused by Operator, its employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, Vehicles, or equipment.