

JACKSON HOLE AIRPORT BOARD
MINIMUM STANDARDS AND REQUIREMENTS
FOR THE CONDUCT OF
COMMERCIAL AERONAUTICAL ACTIVITIES

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AT
JACKSON HOLE AIRPORT
JACKSON, WYOMING**

TABLE OF CONTENTS

DEFINITIONS	3
I. GENERAL	6
1.1 Introduction	6
1.2 Statement of Policy	7
1.3 Application	8
1.4 Standards and Limitations	9
II. FIXED BASE OPERATOR	13
2.1 Definition	13
2.2 General	13
2.3 Fueling	14
2.4 Fuel Facility	14
2.5 Personnel and Operations	15
2.6 Equipment	15
2.7 Aircraft Airframe and Engine Repair and Maintenance	16
2.8 Minimum Improvements Required	16
2.9 Airfield Access and Security	16
2.10 Insurance Coverage	17
III. SPECIAL SERVICES OPERATOR	17
3.1 General Requirements	17
3.2 Airframe and Power Plant Repair	18
3.3 Avionics, Instrument and Propeller Repair	19
3.4 Other Commercial Aeronautical Activities	19
3.5 Multiple Commercial Aeronautical Activities	20
3.6 Temporary Special Service Operator	21
ATTACHMENTS	
I Minimum Insurance Requirements	XX
II. Application Requirements for Commercial Aeronautical Activities	XX
III. Standard Lease Clauses	XX

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DEFINITIONS

The following words and phrases, whenever used in the Airport Requirements, shall be defined as follows, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

All definitions contained in 49 U.S.C. § 40101 et. seq, as amended (“FAA Act”) shall be included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act unless from the context a different meaning is intended, or unless a different meaning is specifically ascribed to the use of such words or phrases.

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

Affiliate: Any Entity that shall directly or indirectly control, be under the control of, or be under common control with an Operator. “Control” for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

Agreement: An enforceable written contract, executed between the Board and an Entity, granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited to, term of the Agreement; rates and charges to be paid by the Entity; and the rights and obligations of the respective parties.

Air Carrier: Any Entity engaged in the scheduled operation of any Aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, whose operation is either intrastate and interstate and in compliance with all of the federal regulations governing or pertaining to such an operation.

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

Aircraft Maintenance: The repair, maintenance, alteration, preservation, and/or inspection of Aircraft (including the replacement of parts). “Major Repairs” include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. “Minor Repairs” include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft and their accessories. “Preventive Maintenance” means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations.

Air Operations Area (AOA): Any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of Aircraft.

Airport: The Jackson Hole Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan and/or the Interior Agreement, and as they may hereinafter be modified.

Airport Director: The individual charged by the Board with the duty to manage, supervise, control and protect the Airport, or his/her duly authorized representative.

Airport Manual: The Jackson Hole Airport Operating Procedures Manual, as the same exists or may hereafter be amended.

Airport Ordinance: Chapter 12.16 of the Ordinances of the Town of Jackson, which are applicable to activities on the Airport.

Airport Requirements: A compilation of documents adopted by the Board, including, but not limited to, these Minimum Standards and Requirements for the Conduct of Commercial Aeronautical Activities ("the Minimum Standards" or "Standards") and Rules and Regulations Governing the Operation of the Jackson Hole Airport, all as may be amended from time to time..

ALP (or "Airport Layout Plan"): The current FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc.

Applicant: An Entity desiring to use land and/or improvements at the Airport to engage in Aeronautical Activities, or to otherwise engage in a Commercial Activity on the Airport, who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

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

Board: The Jackson Hole Airport Board, a body corporate organized under the laws of the State of Wyoming, which is the operator and proprietor of the Airport.

Commercial Activity: Any activity (including Aeronautical Activities but excluding Air Carrier operations) conducted at or out of the Airport by any Entity in which any product or service is exchanged for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

Commercial General Aviation Operator: A Commercial Operator other than an Air Carrier.

Commercial Operator: An Entity engaging in an Activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations, the purpose of such Activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished.

Development Subzone: That area of the Airport designated in the Interior Agreement for construction of all improvements on the Airport, other than runways, taxiways, ramp areas, navigational aids, the control tower, and certain other structures.

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

Entity: A person, persons, firm, partnership, limited liability company, or partnership, corporation, unincorporated proprietorship, association, or other group, other than the Board, and includes any trustee, receiver, assignee, or other similar representatives.

Equipment: All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

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

FAA (or "Federal Aviation Administration"): The division within the Department of Transportation of the United States, which has the responsibility of promoting safety in the air and at airports, by both regulation and education.

FAR ("Federal Aviation Regulation"): Regulations established by the FAA which govern the operation of aircraft, airways, airports and airmen. Compliance with FARs is mandatory. All references to the FARs are to Title 14 of the Code of Federal Regulations.

Fuel: Any substance (solid, liquid or gaseous) used to operate any engine in an Aircraft or vehicle.

Fuel Handling: The transporting, delivering fueling or draining of Fuel or Fuel waste products.

General Aviation: All aviation with exception of air carriers (including cargo) and government. General Aviation Aircraft may be utilized for commercial and non-commercial purposes including business/corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Improvements: All buildings, structures, and facilities including pavement, concrete, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Interior Agreement: The Agreement between the United States Department of the Interior and the Jackson Hole Airport Board, originally dated April 27, 1983, as amended on July 19, 1985, July 30, 2003, May 18, 2011, and September 1, 2013, and as may be subsequently amended, under which the Airport exists within Grand Teton National Park.

Net: Operator pays all maintenance, utilities, insurance, and taxes associated with its Premises used, and Activities conducted under, an Agreement.

Noise Abatement Plan: The Noise Abatement Plan adopted by the Board as of March 14, 1985, and including the Jackson Hole Airport Noise Abatement Rule, also adopted by the Board on March 14, 1985, and as they may hereafter be amended.

Operator: An Entity that has entered into an Agreement with the Board to engage in Aeronautical Activities on or from the Airport.

Premises: The land and/or improvements used exclusively, or in some instances jointly, by an Operator under an Agreement for the conduct of Operator's Activities on or from the Airport.

Records: Accurate and complete records of all of Operator's activities and operations on the Airport, including books of account, records, subcontracts, subagreements and data.

Refueling Vehicle: Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.

Regulatory Requirements: Applicable federal, state, county, and local laws, codes, ordinances, policies, rules and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, and these Airport Requirements, all as may currently be in effect and may be subsequently amended.

Rules and Regulations: The published Rules and Regulations as duly adopted by the Board, as may be subsequently amended.

Standards: Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in certain Activities at the Airport.

Standard Agreement Clauses: The standard contract clauses adopted by the Board, and annexed to these Minimum Standards as **Attachment III**, which are to be inserted in all Agreements for Commercial Aeronautical Activities at the Airport, unless the Board determines that good cause has been shown for their exclusion.

Sub-Agreement (or "Subcontract"): An enforceable Agreement entered into between an Entity, and an Operator, that transfers rights or interest in the Operator's Premises, and/or Agreement.

Subzone Use Rule: The Jackson Airport Subzone Use Rule, originally adopted June 9, 1988, as amended April 20, 1993, and as hereafter may be amended, which sets forth permissible uses of land within the Development Subzone.

Tiedown: An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points are located.

I. GENERAL

1.1 Introduction

- 1.1.1 The Board is the operator and proprietor of the Jackson Hole Airport, Jackson, Wyoming. The Board is authorized to construct, maintain and operate Airport facilities, to lease or let any portion of the Airport upon terms it deems satisfactory, and to adopt and enforce rules and regulations for Airport operation. § 10-5-101 *et seq.* W.S. (1977).
- 1.1.2 Operation of the Airport is subject to numerous Regulatory Requirements, and contractual Agreements. These include Chapter 12.16 of the Ordinances of the Town of Jackson and an "Agreement Between The United States Department Of The Interior And The Jackson Hole Airport Board" dated April 27, 1983, as amended. Under the Airport Ordinance, it is unlawful for any person to conduct commercial operations from or upon the Airport without having first entered into a written lease or contract with the Board "on such terms as may be established by the Board to conduct such operation." The Interior Agreement requires the Board to take measures beyond those taken at most airports. These include the regulation of prices and enforcement and periodic revision of the Airport's Noise Abatement Plan, including the insertion of noise provisions in all Agreements involving Aircraft operations.

- 1.1.3 In addition, the Board has adopted Airport Requirements that must be adhered to by all Airport Operators, tenants and users of the Airport.
- 1.1.4 The following Minimum Standards, and the Contract and Lease Standards and Clauses (the "Agreement Clauses," are adopted by the Board as guidelines, in part to address the above authorities and restrictions. They are also established to foster, encourage and ensure the adequacy, quality, stability, and orderly development of commercial activities and businesses available to the public at the Airport. The Standards and Agreement Clauses are designed to safeguard the public interest by guarding against irresponsible, unsafe, and inadequate services and activities. To this end, the Standards and Clauses are intended to be incorporated by reference and made applicable through the Board's Agreements with Commercial General Aviation Operators.
- 1.1.5 The Standards and Clauses are not all-inclusive. Operators of Commercial Activities at or from the Airport will remain subject to applicable Regulatory Requirements, including Airport Rules, the Airport Noise Abatement Plan and the Interior Agreement. The Board reserves the right to require, in any Agreement other more restrictive requirements when under the circumstances, such additional requirements are necessary and reasonable.
- 1.1.6 The Interior Agreement limits improvements constructed on the Airport to a Development Subzone This is an extreme restriction on available ground for Airport development. Requests for development will, therefore, be carefully considered by the Board, in accordance with its Business Rule and Subzone Use Rule, to protect the public interest in the wise use of available land over the long term of the Interior Agreement.
- 1.1.7 To encourage provision of adequate services within the limited space available, the Standards and Agreement Clauses permit certain non-tenant Operators to operate on and from the Airport. Such operators shall be required to meet applicable Standards, but shall be allowed to operate from off-Airport offices.
- 1.1.8 These Standards, and the Agreement Clauses, may be revised, supplemented or amended by the Board from time to time as conditions require. Prior to such amendment, existing Operators shall be given written notice of proposed changes and provided an opportunity to respond. Standards and the Agreement Clauses are not retroactive, and do not affect any written Agreement executed prior to their adoption, unless and to the extent any such Agreement provides for compliance with new or amended standards, or unless such existing Agreement is subsequently amended.
- 1.1.9 These Standards and the Agreement Clauses shall be utilized by the Board without unjust discrimination in granting privileges for the operation of Commercial Activities on or from the Airport. The Board may nonetheless grant reasonable waivers or exceptions to any Standard or Agreement Clause, in its discretion, upon good cause shown, and upon a finding that such waiver or exception is in the public interest. The granting of any such privilege shall not be construed as an exclusive right.

1.2 Statement of Policy

- 1.2.1 A fair and reasonable opportunity, without unjust discrimination, shall be afforded to all Applicants to qualify for use of available Airport land and improvements and furnishing of Aeronautical Activities at the Airport subject, however, to applicable Standards, Airport Requirements, and Regulatory Requirements.
- 1.2.2 Contingent upon qualification, land and/or space availability, meeting the Applicable Standards, Airport Requirements and Regulatory Requirements, execution of an Agreement with the Board,

and payment of the prescribed rates and charges, an Operator shall have the right and privilege of engaging in and conducting the Activity or Activities selected by it on the Airport as specified in an Agreement. The granting of such right and privilege, shall not be construed in any manner as affording the Operator any Exclusive Right of use of the facilities of the Airport, other than use of those Premises which may be granted exclusively to it, and then only to the extent provided in an Agreement. The Board reserves and retains all rights for use of the Airport by others who may desire to use the same, pursuant to applicable Regulatory Requirements pertaining to such use.

- 1.2.3 The Board further reserves the right to designate the specific Airport areas in which Aeronautical and non-Aeronautical Activities may be provided. Such designation shall be expressly subject to the terms and conditions of the Interior Agreement and all other applicable Regulatory Requirements.
- 1.2.4 The Board shall be free, in the future, to renegotiate the Interior Agreement on such terms and conditions as it deems appropriate and in the public interest, without any consent or approval on the part of any Operator or other person. Operators shall be bound by the terms of any such renegotiated Interior Agreement to the extent it, in any way, modifies, changes or affects the rights of the Board or Operators under these Standards and/or the Agreements between them.
- 1.2.5 All Agreements shall be subordinate to the provisions of any other existing or future agreement between the Board and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 1.2.6 The provisions of all Agreements, and the use of the Airport granted to Operator thereunder, will be expressly limited by any existing or subsequent rule or plan adopted by the Board in connection with the efforts of the Board to mitigate noise impacts in accordance with its obligations under the Interior Agreement.
- 1.2.7 Whenever in these Standards an Operator is required to maintain Records, they shall be kept in a form satisfactory to the Board and shall be complete in sufficient detail so as to make possible a reliable audit by the Board, shall be maintained within Teton County, Wyoming, and shall be available for inspection and copying by the Board at all reasonable times, subject to the degree of confidentiality permissible under applicable law.
- 1.2.8 The rights and/or responsibilities of an Operator under these Standards may not be assigned or subcontracted, in whole or part, without the express written approval of the Board. Unless expressly provided to the contrary, no such assignment or Subcontract shall relieve any Operator from performance of the responsibilities assigned or Subcontracted, nor shall it diminish such responsibilities in any way.

1.3 Application

An Applicant shall submit an application form to the Airport Director, including the following information and, thereafter, shall submit such additional information as may be requested by the Board:

1.3.1 Contents of Application

- 1.3.1.1 As a prerequisite to the granting of an operating privilege for a Commercial Aeronautical Activity on the Airport, an Applicant must submit a detailed description of the scope of the intended Activity, and the means and methods to be employed to meet the applicable operating Standards and Airport Requirements, to provide a high quality service to the

aviation community and general public in the Airport air service area. The description shall include but not be limited to, the following:

1. The name, address and telephone number of the Applicant.
2. The requested or proposed date for commencement of the Activity and the proposed term of conducting the same.
3. The Activity and/or services to be offered.
4. The size and position of the facilities needed.
5. The number of Aircraft to be provided (as applicable), including Aircraft numbers; copies of Aircraft ownership documents, and lease Agreements for Aircraft not owned by the Applicant.
6. The number of Employees (including the names and qualifications of each person, if available).
7. The hours of proposed operation.
8. The number of types of insurance coverage to be maintained.
9. List of all large equipment.
10. Proposed fee schedule to the public.

1.3.2 Financial Responsibility and Capability. The Applicant must provide a statement, satisfactory to the Board, in evidence of financial responsibility, from a bank or trust company, or from such other source that may be acceptable to the Board and readily verified through normal banking channels. The Applicant must also demonstrate financial capability to initiate operations, and rental of improvements and appurtenances that may be required commensurate with the concept of the proposed operation (if any), and shall also indicate Applicant ability to provide working capital to carry on the contemplated operations, once initiated. The demonstration of financial capability will include a cash flow and a profit and loss projection for the first five years of the proposed operation.

1.3.3 Managerial Responsibility and Capability. The Applicant shall furnish the Board with a statement of past experience in the specified Activity and/or services to be supplied by Applicant on the Airport, together with a statement that it has the managerial ability to perform the same. A list of personnel to be used for the operations and experience of the personnel, shall also be provided.

1.3.4 Authorization for Release of Information. The Applicant shall provide a written authorization for FAA, DOT and all aviation or aeronautic commissions, administrators, or departments of all states in which the Applicant has engaged in aviation business, to supply the Board with all information in their files relating to the Applicant or its operation. The Applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.

1.4 Standards and Limitations

1.4.1 Requirement of a Written Agreement. Prior to the commencement of operations, an Applicant will be required to enter into an Agreement with the Board, which will recite the terms and conditions under which the Applicant will conduct business on the Airport as an Operator, including but not limited to: term of Agreement; rates and charges; the rights, privileges and obligations of the respective parties; and, other relevant covenants. All such, Agreements shall be on a Net basis. All rates and charges shall be paid in advance, on or before the first of the month, commencing with the first full month of operation after the effective date of the Agreement, or as otherwise provided in the Agreement. Neither the Agreement clauses, nor the conditions set forth in these Standards represent a complete recitation of the provisions to be included in Agreements. If any requirement of such an Agreement conflicts in any way with these Standards, the most stringent requirement shall apply.

- 1.4.2 Airport Requirements. Prior to the approval of any Commercial Activity, an Applicant will be required to comply with the Airport Requirements, the purpose of which is to provide a documented basis for directing and evaluating applications to conduct Commercial Activities and utilize Airport Premises, and the planning, engineering, and architectural design of Apron, building, hangar or other facilities to be constructed for the proposed operations of the Applicant.
- 1.4.3 Insurance
- 1.4.3.1 At all times when conducting operations on or from the Airport, an Operator shall procure, maintain, and pay premiums for insurance of the types and in the minimum limits set forth in **Attachment I** to these Standards for the respective categories of Aeronautical Activities in which it is engaged. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Wyoming.
- 1.4.3.2 Where more than one Aeronautical Activity is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) Activities are chosen, it is not necessary for an Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of Activity; however, if one of the selected Activities requires passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, an Operator shall be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of Activities will be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with an Applicant at the time of application or otherwise during Agreement negotiations.
- 1.4.3.3 All insurance which an Operator is required by the Board to carry and keep in force, shall include the Board and its employees, officers and agents as additional-named insured. Each Operator shall furnish evidence of compliance with this requirement to the Airport Director with proper certification that such insurance is in force and will furnish additional certification as evidence of material changes in insurance not less than ten (10) days prior to any such change. Material change shall include, but not necessarily be limited to, a reduction in coverage scope or amount. In the event of cancellation of coverages, thirty (30) days' advance notice of cancellation shall be conveyed to the Airport by the insurance company. Current proof of insurance shall be continually provided to the Airport throughout the term of the Agreement.
- 1.4.3.4 The applicable insurance coverages shall be in force during the period of any construction of facilities for an Operator's use and/or prior to its entry upon the Airport for the conduct of its business.
- 1.4.3.5 An Operator shall also furnish evidence of compliance with Wyoming Statutes with respect to Workmen's Compensation and Unemployment Insurance, where applicable.
- 1.4.4 Physical Facilities and Use of Land. If Operator proposes to exclusively utilize any land area on the Airport, and the same is approved by the Board, the following shall apply:
- 1.4.4.1 Any construction on the Airport must be undertaken with the prior approval of the Board and must meet all the requirements of the Interior Agreement, Subzone Use Rule and all other applicable Airport Requirements and Regulatory Requirements. Due to the limited

amount of ground to construct improvements on the Airport, any request for construction will be carefully considered by the Board to assure the best use of limited land over the term of the Interior Agreement, in the best interest of the public.

- 1.4.4.2 In the absence of an Agreement to the contrary, an Operator shall maintain all improvements which it occupies in a functional, sightly and high quality manner. All utility and trash removal costs shall be Operator's responsibility.
- 1.4.5 Rates and Charges Schedule. All rates and charges which an Operator shall be obligated to pay to the Board shall be included in the Agreement. **Attachment IV** to these Standards shall contain the current Rates and Charges Schedule, which schedule is subject to change by the Board from time to time.
- 1.4.6 Rates and Charges to the Public.
 - 1.4.6.1 The Interior Agreement requires that rates and charges for public services at the Airport must be fair and reasonable. Reasonableness shall be judged primarily by comparison with current rates and charges charged at airports of comparable character, under similar conditions, with due consideration for length of seasons, availability and cost of labor and materials, a reasonable rate of return on capital invested (if any), and other factors affecting pricing at the Jackson Hole Airport.
 - 1.4.6.2 The rates and charges for fueling Aircraft, tie-down, Aircraft storage and other services shall be determined by the Operator, subject to the prior written approval of the Board and subject to the requirement that all such rates and charges shall be reasonable and not unjustly discriminatory, basis to all users of the services.
- 1.4.7 Motor Vehicles on Airport. Each Operator will control the transportation of pilots and passengers of transient General Aviation Aircraft using Operator's facilities and services. An Operator performing this service with motor vehicles driven on the Airport runway-taxiway-ramp system shall do so only in strict accordance with applicable Airport Requirements, Regulatory Requirements and the Airport Manual. Each Operator shall procure and maintain for any motor vehicles which are operated on the Airport, proper Motor Vehicle Liability Insurance in the amount specified in **Attachment I**.
- 1.4.8 Sub-Agreements. In the event an FBO or SASO desires to subcontract with another to provide one or more Commercial Aeronautical Activities, the Operator shall provide a copy of the proposed Sub-Agreement, and obtain prior written approval from the Board. The Applicant shall meet or exceed all applicable Standards and Airport Requirements for Commercial Activities on the Airport. The applicant shall also pay the Board the applicable rates and charges as set forth in **Attachment IV**, which are subject to change from time to time.
- 1.4.9 Special Requirements Relating to Operations Over Grand Teton National Park
 - 1.4.9.1 The Airport is located entirely within a unit of the national park system, and all flight operations which take off or land at the Airport occur over the national park. Each Operator shall comply with the National Parks Air Tour Management Act of 2000, and any regulations or management plans adopted thereunder, to the maximum extent that Operator's Aeronautical Activity conducted from the Airport requires such compliance, as determined by the federal agency having jurisdiction.

1.4.9.2 As and to the maximum extent required by the Interior Agreement, no scenic, charter (including Aircraft Management) air taxi, training or instructional flights shall be made over noise-sensitive areas of Grand Teton National Park except when instrument operations are required to or from the north by weather conditions or for instrument flight training, or are desirable for night time operations and except when required to utilize VOR low-altitude airways. The above instrument operations not specifically required by weather conditions must be conducted under IFR and cleared through FAA ARTCC. Airways must be minimum enroute altitude prescribed for the airway, and Aircraft must maintain at least that altitude over the noise sensitive areas of the Park.

1.4.10 Indemnification and Hold Harmless. An Operator shall defend, indemnify, protect and hold harmless the Board, the Town of Jackson, the County of Teton, and their representatives, officers, employees and agents, from any and all claims, demands, damages, fines, judgments, penalties and causes of action, including judicial and administrative proceedings and arbitration, which are at any time received or incurred by the Board, its officers, employees or agents, caused by the intentional, negligent or unlawful acts of the Operator, its agents, employees, officers, customers or contractors. In the event a party indemnified hereunder is in part responsible for the loss, the Operator shall not be relieved of the obligation to indemnify, but such liability shall be shared in accordance with the principals of comparative fault. Nothing herein shall constitute a waiver of any protection available to the Board under the Wyoming Governmental Immunity Act or similar statutory provision.

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II. FIXED BASE OPERATOR

2.1 Definition. A Fixed Base Operator (“FBO”) is any Entity who shall enter into a written Agreement with the Board, and guarantees to provide on the Airport, and serve the public, with the following minimum services and facilities, in a first-class manner, as more fully described below:

- (1) Aircraft Ground Services, Support, and Amenities, including:
 - a. Fueling and lubricating
 - b. Aircraft marshalling
 - c. Aircraft ramp parking and tie-down service
 - d. Aircraft storage
 - e. Aircraft towing
 - f. Crew and passenger lounge facilities
 - g. Public rest rooms and telephone
 - h. Loading, unloading and towing
 - f. Hangar storage of Aircraft
 - g. Oxygen, nitrogen and compressed air services
 - h. Potable water services
 - i. Aircraft ground power (including AC and DC capabilities)
 - j. Aircraft cleaning services
 - k. Lavatory services
 - l. Aircraft deicing
 - m. Ground transportation, accommodation, and catering arrangements

- (2) Aircraft Airframe and Powerplant Maintenance and Repair

2.2 General

- 2.2.1 FBO shall provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash, waste and other materials, including but not limited to used oil, solvents and other waste. The piling or storage of crates, boxes, barrels and other containers will not be permitted on the Premises.

- 2.2.3 The FBO shall keep and maintain true and accurate Records of all of its activities and operations on the Airport, including gallons of Fuel delivered to the Airport and sold and/or into-planed at the Airport (segregated by general aviation and air carrier volumes) and make them available to the Board for inspection, copying and audit.

- 2.2.4 Recognizing that Aircraft removal is the responsibility of the Aircraft owner/operator, the FBO shall be prepared to lend removal assistance within 30 minutes, and upon request, in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft Removal Plan, and have equipment readily available, to remove Aircraft normally frequenting the Airport

2.3 Fueling

- 2.3.1 FBO shall demonstrate, to the satisfaction of the Board, that arrangements have been made with a reputable aviation gasoline and lubricant distributor who will provide Operator with an enforceable agreement, to purchase Fuel and oil in such quantities as are necessary to meet the requirements set forth herein. Aviation Fuels delivered to the Operator by a vendor will be considered by the Board to be Fuels dispensed by the Operator under the purview of the minimum rates and charges established as a part of these Standards.
- 2.3.2 FBO shall provide at least one brand and two grades of aviation Fuel including Avgas and Jet A. MOGAS, when and if provided, shall meet the designated FAA specifications for the type of Fuel being provided and shall be supplied only to those Aircraft that have been certified under the appropriate supplemental certificate to use such Fuel.
- 2.3.3 FBO will meet all scheduled Air Carrier Aircraft requiring such Fuels and lubricating oils, to enable such Aircraft to meet all turnaround times and schedules.
- 2.3.4 FBO shall provide, at its own expense, a minimum of three (3) 5,000 gallon metered, filter equipped Refueling Vehicles for dispensing Jet A and two (2) 1,000 gallon metered, filter equipped Refueling Vehicles for dispensing Avgas. Refueling Vehicles shall be properly maintained, operated and equipped in accordance with applicable FAA, Board, local fire district and National Fire Protection Association (NFPA) codes and standards.
- 2.3.5 In conducting refueling operations, FBO shall meet all applicable fire codes and other Regulatory Requirements, utilize appropriate bonding techniques to reduce the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with Fueling, refueling, and servicing Aircraft. All FBO Fueling services and systems shall be subject to inspection for fire and other hazards by the Airport Director and the appropriate Federal, State and local agencies.
- 2.3.6 In all matters relating to Aircraft Fueling safety and servicing, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing", the American Petroleum Institute quality control standards, and A4A 103, all as may be amended from time to time, shall be used as a basis for all Airport Fueling operations. In the event of conflict between such documents and the Standards set elsewhere herein, the Standards set forth herein shall control.

2.4 Fuel Facility.

- 2.4.1 The FBO shall have available aviation Fuel storage tanks of sufficient size to provide the services required by these Standards, but in no event having available capacity of less than 50,000 gallons for Jet A and 10,000 gallons for Avgas.
- 2.4.2 Fuel storage tanks shall be underground, unless otherwise authorized or required. Such installations shall be in a location consistent with the ALP and Subzone Use Rule and approved by the Board, and shall comply with applicable Regulation Requirements, including proof of liability and financial responsibility as required by the EPA. A Spill Prevention and Cleanup Plan shall be prepared by the FBO in accordance with applicable Regulatory Requirements, and shall be placed on file at the Airport Directors office. The FBO shall be liable, and indemnify the Board, for all leaks, spills, or other damage done through the use and dispensing of Fuel.
- 2.4.3 Unless specified to the contrary in an Agreement, the FBO shall, at its sole expense, maintain its fuel facility, all improvements thereon, and all appurtenances thereto, in a presentable condition

consistent with good business practice and equal or better in appearance and character to other similar improvements on the Airport.

- 2.4.5 Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the Fuel is the responsibility of the FBO dispensing the fuel into Aircraft. The FBO shall maintain current Fuel reports on file and available for auditing at any reasonable time by the Airport Director, the Board or the FAA.

2.5 Personnel and Operations.

- 2.5.1 FBO shall employ or shall have readily available at the Airport properly trained, qualified and certified personnel in sufficient numbers to reasonably satisfy the public demand for fueling and Aircraft line services (to the limits of the physical capabilities of the Airport and facilities available to the Operator) and capable of servicing both General Aviation and Air Carrier Aircraft. The FBO shall have on duty during the minimum required hours of operation, no fewer than four (4) properly trained and qualified employees, to provide Aircraft fueling, parking, ground services support, and customer service.
- 2.5.2 FBO shall provide services seven (7) days a week from 6:00 a.m. to 9:00 p.m. from June 1st to October 1st, and from December 15th to March 31st, and from 6:00 a.m. to 8:00 p.m. during the balance of each calendar year; however, FBO need not remain open on December 25th and January 1st of each year, except for purposes of furnishing aviation Fuel and oil for Aircraft.
- 2.5.3 Personnel used to dispense Aircraft fuels and lubricants shall be trained in the proper recognition of Aircraft fuel tank markings, kinds and grades of Aircraft fuels and lubricants, and safety precautions necessary for fuel handling. Minimum training shall be at a level functionally equivalent to NATA's Safety First Program, or such other program as the Airport Director may approve. Such personnel must either be in uniform while servicing Aircraft or wear sufficient distinguishing clothing so that the public may know which person is authorized to dispense petroleum products.
- 2.5.4 FBO shall develop and maintain Standard Operating Procedures (SOP). FBO's SOP shall include, at a minimum, a training plan, Fuel quality assurance procedures and associated record keeping, and 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 Airport Director no later than 30 calendar days before the FBO's Activities are scheduled to commence and it shall be resubmitted any time changes are planned.

2.6 Equipment

- 2.6.1 The FBO shall provide adequate loading, unloading and towing equipment to safely and efficiently move general aviation Aircraft and store them in times of all reasonably expected weather conditions. The FBO shall be responsible for moving all general aviation Aircraft located on the ramp, as requested by the Airport Director, in a reasonable amount of time (not to exceed six (6) hours), to allow for snow removal. Such moving and handling of the Aircraft shall be the sole responsibility of the FBO.
- 2.6.2 Adequate paved tie-down equipment, including ropes, chains and other types of restraining devices and wheel chocks for a typical General Aviation Aircraft utilizing the Airport will be provided by the FBO.

- 2.6.3 The FBO shall provide adequate equipment, when needed, for washing general aviation Aircraft, inflating Aircraft tires, changing Aircraft engine oil, servicing oleo struts, recharging or energizing Aircraft batteries and starters, deicing Aircraft, cleaning the interior of Aircraft servicing aircraft lavatories, and servicing oxygen and nitrogen equipment and all other minor repair and maintenance.

2.7 Aircraft Airframe and Powerplant Repair and Maintenance

- 2.7.1 The FBO shall be capable of providing and assisting with Minor Maintenance and Preventive Maintenance on the airframe, powerplants and associated systems of General Aviation Aircraft up to 25,000 lbs. maximum takeoff weight, and shall provide at a minimum:
- 2.7.1.1 Sufficient facilities to house, and shall have adequate equipment and machine tools, tractors, tow bars, jacks, lifts, dollies, and other equipment, manuals, supplies and parts for the required services and equivalent to that required of an FAA-approved repair station; and
- 2.7.1.2 At least two Airframe and Power Plant Mechanics, certified under 14 CFR Part 65, one of which must be available eight hours of the day, five days per week. On-call requirements must be met as necessary 24 hours per day, 7 days per week.

2.8 Minimum Improvements Required

- 2.8.1 The Board must determine if the land and/or facilities proposed are available for use as an FBO, and whether their use as an FBO is in the best interest of the public, considering the limited size of the Development Sub-Zone defined in the Interior Agreement. If it is determined that development of land or use of facilities for an FBO is in the best interest of the public, then consistent with the Interior Agreement, the Board will determine, on a case by case basis, whether the minimum facilities and/or ground are available for utilization by the FBO.
- 2.8.2 An FBO's building facilities shall be of adequate (considering among other things, the Airport building height restriction) size for all Commercial Aeronautical Activities engaged in, providing at least 3,000 square feet of properly lighted and heated, floor space for public lounge, waiting rooms, pilot briefing area, rest rooms and telephone (and such additional office space which is necessary for the conduct of FBO business) and a minimum of 20,000 square feet for repair shop and hangar space. The FBO shall make hangar storage available to the transient aircraft. An FBO may utilize additional off-Airport office space for its Activities if such off-Airport location does not diminish the operational effectiveness or level of service of the FBO
- 2.8.3 An FBO shall provide on-site or ensure reasonable access to adequate hard surfaced, vehicle parking space with sufficient accommodations for employees and customers.
- 2.8.4 Rest rooms shall be conveniently located, heated and ventilated and accessible to general aviation passengers and crews and will be maintained in a clean and sanitary manner.
- 2.8.5 All paving and building shall be of permanent construction and shall be in compliance with the design, materials and landscaping requirements determined by the Board.

- 2.9 Airfield Access and Security.** Airfield access and Airport security shall be maintained at all times in accordance with the Airport Manual and as otherwise required by the Airport Director. FBO participation in sharing an equitable cost of the Airport Security Program is mandatory.

- 2.10 **Insurance Coverage.** FBO shall provide certificates of insurance providing the coverage and in the amounts specified in **Attachment I**, hereto, "Schedule of Minimum Insurance Requirements".

III. **SPECIALIZED AVIATION SERVICES OPERATOR (SASO)**

3.1 **General Requirements**

- 3.1.1 SASO's are encouraged to be sublessees of an FBO. If suitable facilities cannot be obtained in this manner, a SASO may apply to the Board for construction of a facility in an area designated by the Subzone Use Rule for such purpose, if sufficient land is reasonably available in accordance with the Interior Agreement and Airport Requirements, and subject to the terms of an Agreement with the Board. Because development at the Airport is limited by the Interior Agreement, the Board shall permit non-tenant SASO's to operate on the Airport to the extent they can do so under these standards.
- 3.1.2 A SASO shall perform one or more of the following Aeronautical Activities, in a first class manner, and on a non-exclusive basis, and comply with the requirements described in this and other applicable sections of these Standards, subject to the terms and conditions of the Agreement between the Operator and the Board:
- Avionics, Instrument and Propeller Repair.
 - Airframe and Power Plant Repair.
 - Other Commercial Aeronautical Activities.
- 3.1.3 A SASO shall be considered to be doing business on or from the Airport, and shall be required to comply with these Standards, and enter into an Agreement with the Board, if the SASO:
- 3.1.3.1 proposes to conduct a Commercial Activity at the Airport either from its own facility approved for construction by the Board or from facilities under a sublease from an Airport tenant;
- 3.1.3.2 base its Aircraft at the Airport for use in any Commercial Aeronautical Activity;
- 3.1.3.3 base its personnel at the Airport for use in any Commercial Aeronautical Activity;
- 3.1.3.4 advertises in any way the availability of a Commercial Aeronautical Activity at or from the Airport; or
- 3.1.3.5 use any part of the Airport either directly or through an agent, for the advertisement, booking or contracting of a Commercial Aeronautical Activity.
- 3.1.4 **Operating Space Requirements**
- 3.1.4.1 A SASO shall lease from the Board (or sublease from an FBO or other tenant with the approval of the Board) a facility suitably provided with heating and accommodations for customers and visitors including access to restrooms.

A SASO shall provide on-site or ensure reasonable access to, adequate hard surfaced on-site vehicle parking area of sufficient size to accommodate both customer and employee vehicles.

3.1.5 Non-Tenant Requirements. In lieu of the requirements of 3.1.4 above, and where authorized for a particular class of SASO:

3.1.5.1 The SASO shall have a principle business address off the Airport, and a principal business telephone number and regular hours of operation. The SASO shall notify the Board of any changes in its business hours, address or telephone number.

3.1.5.2 A document preparation fee of \$100.00 plus an Airport fee shall be charged as set forth in the written Agreement between the Operator and the Board.

3.1.6 Records. A SASO shall keep and maintain true and accurate Records of its Activities on the Airport. The Board may conduct an audit of an SASO's Records at any reasonable time and at Board expense.

3.1.7 Insurance. Each SASO shall provide certificates of insurance providing the coverages and in the amounts specified in **Attachment I**, hereto, "Schedule of Minimum Insurance Requirements."

3.2 Airframe and Powerplant Maintenance and Repair

3.2.1 General. An Airframe and Powerplant Maintenance Repair Facility Operator is an entity which holds applicable certificates and ratings from the FAA and which provides one or a combination of airframe and power plant repair services. This category of service will also include the sale of aircraft parts and accessories. An Operator desiring to provide these services must hold an FAA Repair Station Certificate issued under 14 CFR Part 145, with appropriate ratings, and provide as a minimum the following:

3.2.2 Operating Space Requirements

3.2.2.1 An Operator shall have 10,000 square feet of hangar space for the airframe and powerplant maintenance and repair services to be performed.

3.2.2.2 An Operator shall have 500 square feet of shop space to house the equipment, parts, machine tools, jacks, lifts, dollies, testing equipment and supplies to perform maintenance in accordance with manufacturer's recommendations and to meet the needs of the various types of aircraft normally based at and transiting the Airport, and to that required for FAA certification as an Approved Repair Station under 14 CFR Part 145.

3.2.2.3 An Operator desiring to offer aircraft painting services shall provide a separate enclosed painting area of sufficient size (considering among other things the Airport building height restriction) to accommodate the largest anticipated aircraft to be painted. Such facility shall be required to meet all current and future Regulatory Requirements which pertain to this type of facility and operation.

3.2.3 Scope of Services

3.2.3.1 An Operator shall provide service a minimum of 8 hours a day, 5 days a week. When its facility is not manned, the Operator must have arrangements to handle customer inquiries.

3.2.3.2 An Operator shall provide a minimum sufficient trained personnel in such numbers as are required to meet the standards set forth in this category but no less than (a) one (1) person

currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe and power plant rating with an Aircraft Inspector authorization and (b) one other person not necessarily rated.

3.3 Avionics, Instrument or Propeller Repair

3.3.1 General. An Avionics, Instrument or Propeller Repair facility Operator is an Entity engaged in the business of and providing a facility for the repair of aircraft radios and electrical systems, instruments, propellers and other accessories for aircraft. This category includes the sale of aircraft parts and accessories of the type repaired. An Operator desiring to provide these services must hold an FAA Repair Station Certificate issued under 14 CFR Part 145, with appropriate ratings, and provide as a minimum the following:

3.3.2. Operating Space Requirements

3.3.2.1 An Operator shall have 5,000 square feet of hangar space for the avionics, instrument, or propeller repair services to be performed.

3.3.2.2 An Operator shall have 500 square feet of shop space to house the equipment, parts, testing equipment and supplies to perform services in accordance with manufacturer's recommendations and to meet the needs of the various types of aircraft normally based at and transiting the Airport.

3.3.3 Scope of Services

3.3.3.1 An Operator shall provide service a minimum of 8 hours a day, 5 days a week. When Operator's facility is not manned, the Operator must have arrangements to handle customer inquiries.

3.3.3.2 An Operator shall provide sufficient trained personnel in such numbers as are required to meet the standards as set forth in this category, but not less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed.

3.3.3.3 An Operator shall obtain and keep in force and effect a ready source of supply of exchange or replacement (new and/or used) parts to the extent necessary to meet the reasonable needs of the Operator's customers.

3.3.3.4 An Operator shall obtain and maintain the repair station certificates as required by the FAA, which are applicable to the service or services being offered. Each Operator may furnish one, or if desired, any combination of the specialized aircraft repair service.

3.4 Other Commercial Aeronautical Activities

3.4.1 General. Entities desiring to engage in the specialized Commercial Aeronautical Activities, other than a scheduled air carrier, or as otherwise provided in these Standards, including but not limited to aircraft charter, aircraft management, flight training, aircraft rental, banner towing and aerial advertising, aerial photograph or survey, fire fighting or fire patrol, power line patrol, air cargo, or any other operations specifically excluded from Part 135 of the Federal Aviation Regulations, shall be required to meet the Standards applicable to the class or classes of activity described elsewhere in these Standards, which, in the Board's determination, come closest to the proposed activity, and/or are necessary to protect the public interest. At a minimum, such Activities shall be required to meet the following:

- 3.4.2 Ground Space and Improvements Tenant Operator. See Section 3.1.4 which is incorporated by reference. If necessary, the Board shall establish additional Standards to be met by the Operator.
- 3.4.3 Non-Tenant Requirements. In lieu of the requirements of paragraph 3.9.2 above, Operator may operate as a non-tenant subject to the requirements of Section 3.1.5 above.
- 3.4.4 Scope of Services. An Operator shall:
- 3.4.4.1 Have in its employ one person having a current Commercial Pilot Certificate with appropriate ratings for the Aircraft to be flown, if appropriate.
 - 3.4.4.2 Provide service during its established regular hours of operation, as submitted to the Board.
 - 3.4.4.3 Provide one properly certificated airworthy Aircraft owned or leased (with lease furnished to the Board) meeting all the requirements of the FAA and applicable regulations of the State of Wyoming with respect to the type of activity to be performed, if appropriate.
 - 3.4.4.4 If necessary, the Board shall establish additional scope of services Standards to be met by the Operator.

3.5 Multiple Commercial Aeronautical Activities

- 3.5.1 General. A person or entity desiring to engage in multiple Commercial Aeronautical Activities must as a condition of the right to engage in any combination of Activities, meet the Minimum Standards relevant to each of them.
- 3.5.2 Ground Space and Improvements. The Minimum Standards for each Commercial Aeronautical Activity proposed will be reviewed to insure the combined ground space and improvements required for the proposed Activity adequately serves the needs of the Airport and the public.
- 3.5.3 Scope of Services. An Operator shall:
- 3.5.3.1 Have in its employ, and on duty during its established and required hours of operation, trained personnel in such numbers as are required to meet the Standards for each Commercial Aeronautical Activity the Operator is performing. Multiple responsibilities may be assigned to meet personnel requirements for each Commercial Aeronautical Activity being performed.
 - 3.5.3.2 Adhere to the hours of operation required for each Commercial Aeronautical activity for which the Operator is responsible.
 - 3.5.3.3 Provide all Aircraft for the specific Activities to be engaged in provided; however, multiple uses can be made of all Aircraft to meet these requirements.
 - 3.5.3.4 Provide all services specifically required for each Activity during the hours of operation.
 - 3.5.3.5 Provide the equipment required to meet the Minimum Standards as herein provided for each Commercial Activity for which the Operator is responsible.

- 3.5.4 Insurance Coverage. Operator shall provide certificates of insurance providing the coverages and in the amounts specified in **Attachment 1**, hereto, provided, however, that Operator shall provide the greatest coverage applicable to any of the services it provides. See paragraph 1.5.4.2 above.

3.6 Temporary Special Service Operator

- 3.6.1 General. The Board recognizes that Aircraft owners and operators using the Airport may require specialized assistance with the maintenance of their Aircraft and/or flight training of their pilots. When assistance is not available on the Airport through an existing Operator, due to either the specialized nature of the maintenance and/or flight training requirements, the Board may permit an Aircraft owner or operator to solicit and utilize the services of a qualified Entity to provide such services. In addition to the general requirements set forth in Section I above, each Entity performing temporary specialized Aeronautical services at the Airport shall comply with the following Minimum Standards:
- 3.6.2 Scope of Activity. An Operator shall conduct Activity on or from the Airport in a high quality manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar activities.
- 3.6.3 Permit. An Operator shall obtain from the Board a 30-day temporary permit prior to engaging in Activity on the Airport.
- 3.6.4 Licenses and Certifications. An Operator shall have and provide to the Board evidence of all federal, state and local licenses and certificates that are required for the type of Activities proposed to be conducted on the Airport.

**ATTACHMENT I (MINIMUM INSURANCE REQUIREMENTS)
(As Amended June 2014)**

	Fixed Base Operator	Aircraft/Avionics/Instrument Maintenance	Other SSO

COMMERCIAL GENERAL LIABILITY (Combined Single Limit)

Each Occurrence	\$50,000,000	\$10,000,000	\$1,000,000

VEHICULAR LIABILITY (Combined Single Limit)

Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
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HANGAR KEEPER'S LIABILITY

Each Occurrence	\$50,000,000	\$10,000,000	\$5,000,000
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ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)

Each Occurrence	\$5,000,000	N/A	N/A
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INSURANCE DEFINITIONS

- Commercial General Liability** shall include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.
- Vehicular Liability** shall include bodily injury and property damage for all vehicles (owned, non-owned, or hired).
- Hangar Keeper's Liability** shall include property damage for all non-owned aircraft under the care, custody and control of the Operator, and shall apply only if such aircraft are under Operator's care, custody or control.

ATTACHMENT III

STANDARD AGREEMENT LEASE CLAUSES

JACKSON HOLE AIRPORT

(Effective June 19, 2014)

The following clauses are intended to be contained, as a minimum, in all Agreements and Agreement/Leases between the Airport Board and any Operator engaged in commercial aeronautical activity on the Airport. These clauses may be amended or omitted by the Board, in its discretion, in the best interests of the Airport, to better comport with the subject matter of the Agreement/Lease, or for other good cause shown.

3.5 Indemnification of the Board. Operator shall and hereby agrees to indemnify and forever save the Board, its successors, assigns, or legal representatives, board members, agents and employees free and harmless from and against:

3.5.1 Any and all liability, penalties, losses, damages, costs and expenses, causes of action, claims, or judgments arising from or growing out of any injury or injuries to any person or persons or any damage or damages to any property as a result of any accident or other occurrence during the term of this Lease to the extent occasioned by any act or acts, omission or omissions of the Operator, its officers, employees, agents, servants, subtenants, concessionaires, licensees, or contractors arising from or growing out of the use, maintenance, occupation, or operation of the Premises during the term of this Lease; provided, however, Operator shall not have any duties with respect to this paragraph 3.5.1 as to any loss covered by the insurance obtained or which was required to have been obtained by the Board under this Lease.

3.5.2 All legal costs and charges, including reasonable attorneys' fees, incurred in and about such matters described in paragraph 3.5.1 and the defense of any action arising out of the same or in discharging the Premises or any part thereof from any and all liens, charges, or judgments which may accrue or be placed thereon by reason of any act or omission of the Operator.

3.5.3 Any liability on account of or in respect or any mechanic's lien or liens in the nature thereof for work and labor done or materials furnished at the instance and request of the Operator in, on, or about the Premises (if any) and, accordingly, Operator will either satisfy any such lien or, if Operator disputes the validity thereof, will defend any action for the enforcement thereof (and if Operator loses any action, will cause such lien to be satisfied and released).

3.6 New Government Regulation. In the event the Board is required to make additional direct expenditures in connection with the implementation of any future federal or state regulation imposed upon the Board as a result of Operator's operation, the Board may call a conference for the purpose of discussing and determining methods of compliance and recovery from Operator and others similarly situated, of costs so incurred, and Operator agrees to attend and negotiate in good faith regarding its participation in recovery of such costs.

3.7 Costs of Operation. Operator shall contract for the provision of all water, sewer, telephone and utility services to the Premises and shall pay all costs associated with such initial and continuing services, except to the extent that such services were provided to the Premises on the date of this Lease. All

costs of operations on the Premises, including payment and discharge of taxes and assessments of any kind on Operator's business and the Premises shall be the responsibility of Operator.

3.9 Maintenance and Inspection of Records.

3.9.1 Operator shall keep and maintain true and accurate accounts, records, books and data (collectively, the "Records"), from all transactions in connection with the Operator's business conducted in and from the Premises. Such Records shall be kept in a form and manner reasonably satisfactory to the Board.

3.9.2 Insofar as the Records relate in any way to Operator's rights or duties under this Lease, they shall be available at the Operator's office at the Airport and the Board and its agents shall have the right at all reasonable times and during ordinary business hours to inspect, audit and examine such Records. All information contained in and copies made by the Board during any such inspection shall be kept confidential by the Board, to the maximum extent permitted by law.

3.9.3 Operator shall furnish copies of all Records required to be kept herein, to the Board at the Airport, within 15 days after being requested to do so.

3.9.4 Operator shall report to the Board such statistical information on Operator's business activities as the Board may reasonably require, together with the number of its customers referred from or picked up at the Airport by individual non-tenant, off-airport rental car agencies. Reports shall be submitted monthly on a form provided by the Board. Portions of statistical information which the Operator may designate as confidential commercial or financial data, and which may in the Board's determination be considered to be such data and be exempt from disclosure under the Wyoming Public Records Act, shall be kept confidential by the Board to the maximum extent permitted by law.

3.10 Special Noise Abatement Duties of Operator.

3.10.1 Operator shall have the special obligation to make all pilots operating Operator's equipment in and out of the Airport aware of the Airport Noise Abatement Plan as the same presently exists or shall hereafter be amended. Operator shall take appropriate action against any employees of Operator for operations contrary to said Noise Abatement Plan in all cases where there exists no valid reason of safety or otherwise, for noncompliance.

3.10.2 Operator shall insert in all subcontracts involving aircraft operations, and shall take reasonable measures to prohibit the origination of commercial scenic or charter flights, as well as aircraft training operations, over noise sensitive areas of Grand Teton National Park, except when instrument operations are required to or from the north by weather conditions or for instrument flight training, or are desirable for nighttime operations and except when required to utilize Victor (VOR-Federal) airways; provided, however the above instrument operations not specifically required by weather conditions must be conducted under Instrument Flight Rules (IFR) and cleared through FAA Air Traffic Control, and Victor airways must be intercepted outside the noise sensitive areas of the Park at the minimum en route altitude prescribed for the airway and aircraft must maintain at least that altitude over the noise sensitive areas of the Park.

3.10.3 All aeronautical operations by Operator, its agents and employees shall comply with the provisions of this paragraph 3.10 unless, in the judgment of the pilot in command, operations in compliance with that paragraph, under the circumstances then existing, would result in an unreasonable risk of harm to

person or property, and there is no prudent or feasible alternative to deviation from the standard contained in said paragraph.

3.10.4 Operator shall distribute to pilots departing its facility a copy of the Airport's current noise abatement procedures, and cooperate with the Board to implement such additional noise abatement procedures as may be adopted in the future.

3.10.5 Because the Airport is located entirely within a unit of the National Park System, and all flight operations which take off or land at the Airport occur, at least in part, over the National Park, the Operator shall comply with the National Parks Air Tour Management Act of 2000, and any regulations or management plans adopted pursuant to that Act, to the maximum extent that Operator's activities conducted from the Airport requires such compliance, as determined by the federal agency having jurisdiction.

3.12 Signs. No exterior signs, logos or advertising displays identifying Operator or its assigns, subtenants or customers shall be painted on or erected in any manner upon the Premises, or in or on any additions upon the Premises, without the prior written approval of the Board, which approval shall not unreasonably be withheld. Any such signs, logos or advertising shall conform to the Interior Agreement and to reasonable standards established by the Board with respect to type, size, design, materials and location. All signs shall comply with all applicable county and state regulations.

3.13 Payment of Taxes. Operator shall timely pay all real and personal property taxes related to its possession and operations hereunder; all local, state and federal income, payroll, aviation fuel and other taxes related to its operations hereunder; all sales and other taxes measured by or related to its sales and service revenues hereunder; all license fees; and any and all other taxes, charges, exactions or levies of any nature, whether general or special, which may at any time be imposed by any local, state or federal authorities having jurisdiction over Operator, or that become a lien upon Operator, the Board or the Premises by reason of Operator's possession or activities under this Lease or other agreement with the Board.

3.14 Security. Operator shall be solely responsible for, and shall comply with, all applicable requirements of the Board's Security Plan and the regulations of the Transportation Security Administration of the United States Department of Homeland Security, with respect to security of the gates, doors or other entryways leading to the Premises, and to the Airport's air operations area from the Premises.

7.4 Assignment by the Board. The Board may assign its interest herein, without the consent of Operator, to any successor operator or proprietor of the Airport. The Board shall give prior written notice to Operator of any such assignment of its rights and obligations hereunder.

8.1 Rules and Regulations; Reimbursement for Violations.

8.1.1 With respect to its occupation and operations of the Premises and services provided therein, Operator, its directors, officers and employees shall observe and obey all duly adopted applicable laws, rules, regulations promulgated by any local, state and federal agency (including but not limited to the Federal Aviation Administration, the Transportation Security Administration and the Environmental Protection Agency), and reasonable Minimum Standards presently existing or hereafter amended, so long as such amendment does not materially interfere with the rights granted to Operator under this Lease. Operator agrees that all rights granted under this Lease are limited by any existing or subsequently adopted rules limiting the number of flights, prescribing methods of operations or otherwise dealing with noise abatement at the Airport.

8.1.2 Should Operator, or Operator's board members, officers, agents, employees, subtenants, assigns, contractors, or subcontractors violate any local, State, or Federal law, rule, or regulation applicable to the Airport, and should said violation result in a damage award, citation, or fine against the Board, then Operator shall fully reimburse the Board for said damage award, citation, or fine and for all costs and expenses, including reasonable attorney's fees, incurred by the Board in defending against or satisfying the award, citation or fine. Any such amounts due to the Board shall be payable as Additional Rent.

8.2 Lease Subordinate.

8.2.1 This Lease is expressly subject to the terms and conditions of the Interior Agreement, and to all applicable laws. To the extent anything herein conflicts with the Interior Agreement or applicable law, the provisions of the Interior Agreement, or the applicable law, shall control.

8.2.2 The Board shall be free in the future to renegotiate the Interior Agreement on such terms and conditions as it deems appropriate and in the public interest, without consent or approval of Operator or any other person, and Operator shall be bound by the terms of such renegotiated Agreement.

8.2.3 The Board shall be under no obligation to exercise any option to renew the Interior Agreement. Notwithstanding any other provision herein to the contrary, all rights granted Operator herein shall expire upon expiration or termination of the Board's authority to operate the Airport at its present location within Grand Teton National Park, and the Board shall have no liability to Operator for such termination or expiration prior to the basic or extended term of this Lease.

8.2.4 This Lease shall be subordinate to any existing or future Agreement between the Board and the United States or the State of Wyoming relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal or state funds for development of the Airport.

8.3 Non-Discrimination. The Operator, in its operations and its use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law, shall abide by the provisions of the non-discrimination provision contained in the Interior Agreement, and shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

8.5 Minority Business Enterprise.

8.5.1 It is the policy of the Board that minority business enterprises, including firms owned and controlled by minorities and/or women, as defined in 49 C.R.F. Part 24, shall have maximum opportunity to participate in the performance of its Leases.

8.5.2 In the performance of this Lease, Operator hereby assures that no person shall be excluded from participation, denied benefits or otherwise discriminated against by Operator in connection with the award and performance of any contract, including leases covered by 49 C.F.R. Part 23 on the grounds of race, color, national origin or sex.

8.5.3 Operator assures that it will include this section 8.5 in all subleases and cause all sub-tenants to similarly include clauses in further subleases.

8.7 Liens. Operator shall not allow, and shall immediately cause to be removed any and all liens of any nature on the Premises, whether arising out of or imposed because of any construction, repair, work or labor performed or materials furnished by Operator or any of its contractors, subcontractors or suppliers upon the Premises, arising out of or because of Operator's business at or from the Airport, or otherwise. For all contracts initiated after the date of this Lease involving construction or repair to the Premises in an amount in excess of \$50,000, Operator shall require the posting of payment and performance bonds in a form satisfactory to the Board in the amount of the contract price.

8.9 Relocation by the Board. In the event that proper development of the Airport requires that any part of the Premises be devoted to a different use not in direct competition with Operator, the Board shall have the right, upon one hundred eighty (180) days advance written notice to Operator, and without cost or expense to Operator, to relocate all or a part of the Premises. Said relocated Premises shall be of no less area, and as conveniently located as is reasonable, considering all demands for space at the Airport. All of Operator's trade fixtures shall, without cost or expense to Operator, be relocated or replaced, and this Lease shall continue in effect with respect to such relocated Premises. The Board shall reimburse Operator for net rental income, if any, directly attributable to an interruption in business operations caused by any such relocation.

8.10 Fees and Charges.

8.10.1 Operator shall be entitled to charge such prices for Premises rental, supplies and services, in accordance with the initial fee schedule approved by the Board. The initial fee schedule is set forth in the attached **Exhibit** ____.

8.10.2 The fee schedule shall not be changed by Operator until notice of the proposed change has been submitted in writing to the Board for review. The Board, within 15 days or within two days after the next immediate Board meeting, whichever is later, but in no event later than 30 days after receipt of a proposed change, shall inform Operator in writing whether such change has been approved or disapproved. The Board shall approve any such price increase that it finds to be fair and reasonable. In making its determination as to the reasonableness of charges, the Board may take official notice of charges being made by other fixed-base operators in the Intermountain area and the requirements of the Interior Agreement. If the Operator does not receive notice from the Board within such 30 days, the proposed change shall be deemed to have been approved. Such notice shall be considered given to the Board at the time the proposal is hand delivered to the Airport Director and to the Operator upon mailing by the Board.

8.10.3 If Operator does not agree with the action of the Board, Operator may appeal the decision at the next regular meeting of the Board at which time the Board shall hear and consider such evidence and exhibits as may be presented. The Operator agrees to abide by the decision of the Board.

8.12 Availability of Governmental Facilities. In the event the existence, maintenance or operation of air navigation aids or other facilities supplied or operated by the United States or the State of Wyoming at or in conjunction with the Airport are discontinued, the Board shall have no obligation to furnish such

8.14 Inconvenience during Construction. From time to time during the term of this Lease it may be necessary for the Board to initiate and carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Airport and its facilities, regardless of the desires of Operator, which programs may inconvenience or temporarily interrupt Operator's operations at the Airport. In carrying out any such program, the Board shall use reasonable efforts to avoid any unnecessary,

inconvenience and/or interference to Operator's operations in and from the Premises and to minimize the impact on Operator's operations. Operator acknowledges and agrees that:

8.14.1 it shall not hinder or interfere with any such program of the Board;

8.14.2 the Board reserves the right to, but shall not be obligated to, carry out any such program; and

8.14.3 the Board, its officers, employees, agents and contractors shall not be liable to Operator by reason of such inconvenience or interruption, and for and in further consideration of this Lease, and Operator waives any right to claim damages or other consideration as a result. Nothing herein shall constitute a waiver of any claim for physical damage to Operator.

8.15 Additional Reserved Rights.

8.15.1 The Board reserves for itself and for the use and benefit of the public, and Operator acknowledges and accepts the Premises subject to, a right of flight for the passage of aircraft in the airspace above the Premises, together with the right to cause in said airspace such noise, vibration, exhaust and fumes as may be inherent in the operation of aircraft now known or hereafter used for landing at, taking off from or operating on the Airport.

8.15.2 Operator shall not erect or permit the erection of any structure or object, nor permit the growth of any tree above the elevation set in the Interior Agreement. Operator shall not make use of the Premises in any manner which might interfere with the landing of, taking off or operation of aircraft from the Airport or otherwise constitute a hazard. In the event any covenants of this paragraph are breached, the Board reserves the right to enter upon the Premises and remove any offending structure or object, or cause the abatement of any interference or hazard, all at the expense and risk of Operator.

IX. MISCELLANEOUS PROVISIONS

9.1 Headings. The section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

9.2 Time of Essence. Time is of the essence in this Lease.

9.3 Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Premises or to enforce compliance with this Lease for failure to observe any of its covenants, the prevailing party shall be paid reasonable attorneys' fees and costs to be allowed by the court.

9.4 Non-Wavier. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Lease shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

9.5 Limitation of Benefit. This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

9.6 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the Board or Operator in their rights and obligations contained in valid covenants, conditions or provisions.

9.7 Effect of Lease. All covenants, conditions and provisions in this Lease shall extend to and bind the successors of either party, the assigns of the Board and the permitted assigns of Operator. Due to the special and unique nature of this Lease, whereby the Board is operating the Airport for the purpose of serving public needs, the parties agree that each and every term and covenant in this Lease is material, and that default in any one shall be deemed to be a default in this Lease.

9.8 Non-Exclusive Right. The Board has and may allow certain portions of the Airport to be used by other fixed-base or other operators at any time, and Operator shall not interfere in any manner with said other fixed-base operator(s) or with the facilities granted to such operator(s). Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Board reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities specified herein, or any other activities of an aeronautical nature. The Board reserves the right, during the term hereon, to reduce and reallocate space leased for the exclusive use of Operator in any case where the failure to do so might reasonably constitute the granting by Board to Operator of such an exclusive right.

9.9 Notices. Notices and demands provided for herein shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

9.10 Appeal of Director's Decisions. Whenever the Airport Director is authorized by this Lease to make discretionary decisions affecting Operator, the Operator shall be entitled to appeal such decision to the Board. Any such appeal shall be in writing, shall be filed with the Board within thirty days of the complained of decision, shall clearly state each basis for appeal, and shall include copies of any documents upon which the appeal is based. The pendency of an appeal shall not relieve the Operator from compliance with the decision of the Airport Director appealed.

9.11 Governing Law. This Lease shall be governing by and construed in accordance with the laws of the State of Wyoming, and any action to enforce or interpret its provisions shall be brought in a court in and for Teton County, Wyoming.

9.12 Entire Lease. This Lease embodies the entire Lease between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and Leases, whether written or oral. This Lease may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

9.13 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of Airport landlord and tenant.

9.14 Operator Representations. Operator represents that it is the owner of, or fully authorized to use any and all services, processes, machines, articles, marks, names, or slogans used by Operator in its operations under this Lease. Operator shall save and hold the Board, its Board members,

officers, employees, agents, and representatives, free and harmless against any loss, liability, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of its operations under, or in connection with, this Lease. Operator, and those individuals executing this Lease on behalf of Operator, represent and warrant that they are familiar with W.S. §6-5-102 through 107, dealing with bribery unlawful compensation and official misconduct and that they are aware of no violations of the provisions thereof with respect to this Lease or operations to be conducted hereunder. With respect to Operator, the undersigned warrants and represents he/she is authorized to execute this Lease on Operator's behalf, and Operator shall be bound as a signatory to this Lease by his/her execution of this Lease.

ATTACHMENT II

APPLICATION REQUIREMENTS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

The Applicant/Proposed Operator for a Commercial Aeronautical Activity shall submit, in written form, to the Airport Director, P.O. Box 159, Jackson, Wyoming 83001, the following information, and any additional information which may be requested by the Airport Board:

A. GENERAL INFORMATION

1. Name, address, telephone number, fax number and E-Mail address (if any). If Applicant is not a natural person (*e.g.*, a corporation, LLC, LLLP, etc.) indicate type of entity, state of organization, and whether entity is authorized to conduct business in Wyoming.
2. Detailed description of the scope of the intended Commercial Activities, and the means and methods to accomplish the Activities.
3. The requested/proposed date of commencement of Activities.
4. Descriptions of buildings or improvements proposed to be constructed or facilities to be leased (if applicable); identification of estimated ramp and vehicle parking needs.
5. List of specific aircraft to be utilized (owned/or leased), including aircraft numbers. Also, copies of aircraft ownership documents, or lease agreements for aircraft not owned by the Operator.
6. Copies of all Operating Certificates, Specifications, Certificates and Licenses required for the Activity contemplated.
7. Hours of proposed operations, and location of office to be maintained.
8. Number, type and amount of insurance coverage to be maintained.
9. Proposed Schedule of prices to be charged to the public.
10. Number of full and part time personnel to be employed.
11. List of all large equipment proposed for use on the Airport (if any).

B. FINANCIAL CAPABILITY

1. The Applicant shall provide a financial statement, satisfactory to the Airport Board, as evidence of his financial responsibilities and capability, which may be readily verified through normal banking channels.
2. The Applicant must demonstrate financial capability to initiate the proposed Activities, and shall also indicate its ability to provide working capital to carry on the proposed Activities once initiated.

C. EXPERIENCE

1. The Applicant shall furnish to the Airport Board a statement of its experience and qualifications related to the Commercial Activity it intends to perform.
2. Applicant shall provide a list of personnel to be used for the Activities and the experience of key personnel, including but not limited to its manager and chief pilot (if any).

D. AUTHORIZATION FOR RELEASE OF INFORMATION. Provide a written authorization for the FAA and all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant has engaged in Commercial Aeronautical Activity to supply the Board with all information in their files relating to the Applicant and its operation. The Applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.

E. OTHER Applicant shall supply such other information and documents as the airport Board may reasonably require.