

**SPRINGFIELD-ROBERTSON COUNTY
JOINT AIRPORT BOARD**



SPRINGFIELD, TENNESSEE

**MINIMUM STANDARDS
FOR OPERATORS OF AERONAUTICAL
ACTIVITIES
AT
SPRINGFIELD-ROBERTSON COUNTY AIRPORT
(M91)**

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Table of Contents

CHAPTER I - INTRODUCTION AND APPLICABILITY	5
SECTION 1 - PURPOSE STATEMENT	5
SECTION 2 - SERVICE OPERATORS.....	5
SECTION 3 - SERVICE GAPS.....	6
SECTION 4 - APPLICABILITY	6
CHAPTER II - AERONAUTICAL BUSINESS PERMITS AND FEES	7
SECTION 1 - AERONAUTICAL BUSINESS PERMIT.....	7
SECTION 2 - PERMIT FEES.....	7
SECTION 3 - PERFORMANCE	7
CHAPTER III – AIRPORT OPERATIONS, MINIMUM STANDARDS	8
SECTION 1 – BUSINESS ACTIVITIES	8
SECTION 2 – APPLICATIONS.....	8
SECTION 3 - NON-TRANSFERABLE.....	11
SECTION 4 - REFUSE.....	11
SECTION 5 - CONSTRUCTION.....	11
SECTION 6 - OPERATIONS AREA.....	11
SECTION 7 - GENERAL CASP, SASO and FBO STANDARDS	12
SECTION 8 – CASP and SASO CATEGORIES, STANDARDS and DEFINITIONS	16
(0) AVIATION FUEL SALES	18
(1) AIRCRAFT CHARTER.....	18
(2) AIRCRAFT MAINTENANCE AND REPAIR SERVICES	19
(3) AERIAL APPLICATIONS	22
(4) AIRCRAFT RENTAL.....	21
(5) FLIGHT TRAINING.....	24
(6) INDEPENDENT FLIGHT INSTRUCTOR.....	25
(7) GLIDER/SAILPLANE FLIGHT TRAINING	26
(8) SKY DIVING/PARACHUTING.....	25
(9) AIRCRAFT SALES	27
(10) PARTS AND ACCESSORIES SALES	28
(11) AIRCRAFT OUTSIDE STORAGE.....	28
(12) AIRCRAFT INSIDE STORAGE – NEW CONSTRUCTION.....	28

(13) AIRCRAFT STRIPPING AND PAINTING FACILITY	28
(14) AVIONICS SHOP	29
SECTION 9 – SUB-LESSORS PERMITTED TO CONDUCT AERONAUTICAL ACTIVITIES.....	30
SECTION 10 - FLYING CLUBS	31
SECTION 11 – TEMPORARY CASP OPERATIONS	32
SECTION 12 – THROUGH THE FENCE OPERATIONS	33
SECTION 13 – PERSONAL AIRCRAFT SALES	33
SECTION 14 – WAIVER OF CHAPTER III PROVISIONS	33
SECTION 15 – REPAIR, RESTORATION, REPLACEMENT	34
SECTION 16 – EFFECT ON EXISTING LEASES.....	34
SECTION 17 – WAIVER PIONEERS	34
SECTION 18 – COMPLIANCE INSPECTIONS	34
SECTION 19 – NON-EXCLUSITIVITY.....	34
SECTION 20 – NON-AIRWORTHY OR NEGLECTED AIRCRAFT.....	35
SECTION 21 – PROPER HEATING & COOLING OF AIRPORT OWNED FACILITIES	35
CHAPTER IV – GOVERNMENT AGREEMENTS	36
SECTION 1 – WAR OR NATIONAL EMERGENCY	36
SECTION 2 – LEASE SUBORDINATE TO GOVERNMENT LEASE	36
SECTION 3 – DISADVANTAGED BUSINESS ENTERPRISE.....	36
CHAPTER V – AIRPORT MASTER PLAN.....	36
SECTION 1 – CASP APPROVAL NOT REQUIRED	36
CHAPTER VI – RESERVATION OF RIGHTS TO INDIVIDUAL USERS.....	37
SECTION 1 – EXPLANATION OF RIGHTS AND DUTIES IMPOSED.....	37
CHAPTER VII – RESERVATION OF RIGHTS OF THE AIRPORT OWNER	38
APPENDIX A	39
COMMERCIAL AERONAUTICAL SERVICE PROVIDER.....	39
APPLICATION.....	39
APPENDIX B	43
COMMERCIAL AERONAUTICAL SERVICE PROVIDER.....	43
SUPPLEMENTAL APPLICATION.....	43
APPENDIX C	49
APPLICATION FOR TEMPORARY CASP	49

CHAPTER I - INTRODUCTION AND APPLICABILITY

SECTION 1 - PURPOSE STATEMENT

A. INTENT. In establishing these Minimum Standards, the Airport Board's goal is to assure an adequate minimum level of quality of service to General Aviation users and Commercial Operators, to foster competition, promote the growth of General Aviation use and services while actively working to enhance commercial air service development at the Airport, and to avoid unfair and prohibited discrimination among similar commercial aeronautical service providers. The Minimum Standards shall be applied objectively and uniformly according to Federal Aviation Administration (FAA) [Airport Compliance Order 5190.6B](#) and Tennessee Department of Transportation (TDOT) [Department of Aeronautics Division](#).

B. AUTHORITY. These Minimum Standards are subordinate and subject to the provisions of any agreement between the Airport Board and the United States government relative to the operation and maintenance of the Airport, the execution of which has been, or may in the future be, required as a condition precedent to the transfer of federal rights or property to the Airport Board for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with provisions of the Federal Aviation Act of 1958, as amended. The issuance of a final agency order finding a provision of the Minimum Standards inconsistent with any such agreement with the FAA shall operate to invalidate the affected provision of these Minimum Standards. The invalidity of any provision of the Minimum Standards shall not affect validity of any other provision of the Minimum Standards, and the remainder shall be construed and enforced as if the invalid provision were never included in the Minimum Standards.

SECTION 2 - SERVICE OPERATORS

The standards and requirements in this policy are minimums. All Operators are encouraged to exceed the minimums.

A. PRIVILEGE. Contingent upon its qualifications, its meeting the Minimum Standards, the approval of the prospective Operator's application by the Airport Board, the execution of a Specialized Aviation Service Operator (SASO) Lease and a Commercial Aeronautical Service Provider (CASP) Permit, and the payment of applicable rentals, fees, and charges, the Operator shall have the privilege of providing the commercial aeronautical or other service(s) for which it has been approved. The Operator may not provide any commercial aeronautical service other than what is authorized in its lease and/or its permit.

B. NON-EXCLUSITIVITY. The granting of such privilege, however, shall not be considered in any manner as affording the Operator any exclusive right of use of the Airport premises and facilities other than those premises which may be leased exclusively to it and then only to the extent provided in a written Agreement. The Airport Board reserves the right for use of the Airport by others who may desire to use the same, pursuant to applicable federal, state, and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The Airport Board further reserves the right to designate the specific Airport areas in which the specific Aeronautical Activity may be conducted and to relocate existing Operators to another location on the Airport. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport. Should relocation of existing Operator(s) occur, responsibility and allocation of costs for relocation will be determined by agreement with the Operator(s) to be relocated and be based on benefits to and/or impact derived or resulting from the move on the Operator(s) and the Airport.

SECTION 3 - SERVICE GAPS

If the Airport Board determines there is a service not provided at the Airport or one that is being provided by an Operator(s) at a level not meeting the Airport Board's expectation and there may be or are applicants seeking to provide the particular commercial aeronautical service at the Airport, the Airport Board may select a CASP through a competitive solicitation or request for proposals. Should there be no interested or qualified applicants to provide a service, the Airport Board may provide the service itself.

SECTION 4 - APPLICABILITY

A. GENERAL. These Minimum Standards shall apply to any new Agreement or any extension of the term of an existing Agreement for the occupancy or use of Airport property for Commercial Aeronautical Activities. If any person or entity desires, under the terms of an existing Agreement, to expand or materially change its Aeronautical Activities, the Airport Board shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards.

B. LIMITS. These Minimum Standards are not retroactive unless provided for in an existing Agreement, in which case these Minimum Standards shall be applied to the extent permitted by such Agreement. These Minimum Standards shall not be deemed to modify any existing Agreement that requires a person or entity to meet more restrictive standards, nor shall they prohibit the Airport Authority from entering into or enforcing an Agreement that requires a person or entity to meet more restrictive standards.

In exchange for the privilege to engage in commercial aeronautical activities or to use the Airport, all operators agree to comply with the Springfield-Robertson County Airport Rules and Regulations as they are and as amended by the Airport Board from time to time.

CHAPTER II - AERONAUTICAL BUSINESS PERMITS AND FEES

SECTION 1 - AERONAUTICAL BUSINESS PERMIT

A. REQUIREMENT. No commercial aeronautical activity shall be conducted by any person at the Airport without said person being in possession of a valid Aeronautical Business Permit. Issuance of such permit does not entitle the holder to possess, occupy, or exclusively use any portion of the Airport; grant any exclusive right to conduct any business or activity; or authorize any conduct prohibited by the Minimum Standards.

B. APPLICATION. Except as specifically stated otherwise in this chapter, an application for an Aeronautical Business Permit is subject to approval by the Airport Board as indicated in the Airport Minimum Standards. Each application package shall contain the following:

- (1) A complete Aeronautical Business Permit application
- (2) All required information identified in the Airport Minimum Standards
- (3) Any and all additional information requested by the Airport Manager

C. DISPLAY. Any person conducting commercial aeronautical activity shall conspicuously display their Aeronautical Business Permit in their business office on the Airport premises.

D. DURATION. Each permit shall remain active and in effect for a period of two years so long as the permittee complies with all of its terms, conditions, and covenants. Operators shall submit requests for permit renewal no less than two (2) months prior to its expiration date.

SECTION 2 - PERMIT FEES

The Airport Board reserves the right to charge administrative and or permit fee for the issuance of Aeronautical Business Permits. If applicable, such fee will be identified in the Agreement.

SECTION 3 - PERFORMANCE

A. NON-WAIVER OF DEFAULT(S). The waiver by the Airport Board of any breach by the permittee of any term, covenant, or condition of any permit shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of the permit. No term, covenant, or condition thereof can be waived except by the written consent of the Airport Manager, and forbearance or indulgence by the Airport Board, in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by permittee, and until complete performance by permittee of the term, covenant, or condition, the Airport Board shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.

B. NO PARTNERSHIP. The Airport Board is neither a joint venture with, nor a partner or associate of, the permittee with respect to any matter provided for in the permit. Nothing herein contained shall be construed to create any such relationship between the parties or to subject the Airport Board to any obligation of the permittee whatsoever. The permit is a license to provide a commercial aeronautical service, not a lease.

CHAPTER III – AIRPORT OPERATIONS and MINIMUM STANDARDS

SECTION 1 – BUSINESS ACTIVITIES

A. INTERESTED PARTIES. The Airport Board encourages anyone interested in providing commercial aeronautical services at the Airport to complete the application for Commercial Aeronautical Services Provider (CASP) found in Appendix A. This application includes a list of proposed businesses, necessary and requisite documentation, and insurance requirements to become a Springfield-Robertson County Airport CASP.

B. PERMITTING. Subject to applicable orders, certificates or permits of the FAA, or their successors, Grant Agreements with the FAA or State Department of Aviation and the laws of the state, no person shall use the Airport or any portion thereof or any of its improvements or facilities as a primary base for operations for commercial, business or aeronautical activities who has not first obtained the permit required for such use from the Airport Board and entered into such written leases and sub-leases and other agreements as may be required by the Airport Board. Notwithstanding any other provision of these regulations and standards and any CASP lease agreement now or hereafter approved by the Airport Board, the requirements of the former shall prevail.

SECTION 2 – APPLICATIONS

A. CONSIDERATION. The Airport Board will review and consider all applications based on the needs of the airport. If additional information or information clarification is required, the Airport Board will make said request(s) in writing and mail such to the address provided on the application.

B. APPLICATION PROCESS. Any applicant wishing to obtain a non-exclusive franchise to establish an FBO or SASO activity on, or from, the Airport shall be furnished a copy of these Minimum Standards, as amended. The applicant shall then file an application in writing with the SRCJAB Chairman via Airport Manager, setting forth in reasonable detail all of the following:

- The full legal name, physical address, and email address of the applicant
- A narrative describing the aeronautical activity to be provided, proposed land use, and proposed facility use
- The requested or proposed date for commencement of the activity
- The estimated cost of any structure or facility to be furnished, if contemplated, and the proposed specifications for the same
- A full and complete narrative overview of the proposed aeronautical activity and the use of any property that may be sought to be leased from the SRCJAB by the applicant
- A narrative fully describing the types and amounts of insurance coverage to be provided by the applicant
- Three business references

C. DENIAL. The Airport Board may deny any application, or reject any bid or proposal to operate any activity on the airport if, in its opinion, it finds any one or more of the following:

(1) The applicant does not meet the qualifications, standards and/or requirements established by governing regulations and/or these Minimum Standards.

(2) The applicant's proposed operation(s) or projected construction will create a safety hazard.

(3) The granting of the application will require the Airport Board to spend airport funds, or supply labor and/or materials. Or, the Airport Board would have to solicit funding from the City or County for which neither are willing or able to spend or supply.

(4) There is no appropriate, adequate or available space or building on the Airport to accommodate the applicant at the time of the application.

(5) The proposed operation, Airport development, or construction is not in conformity with the Springfield-Robertson County Airport Layout Plan.

(6) The development or use of the area/space requested by the applicant will result in unsafe congestion of aircraft or buildings or will unduly interfere with the safe operations of any existing CASP already approved for operation on the Airport, or prevent free access to an existing CASP's operations.

(7) The applicant has supplied the Airport Board or any other associated person or persons with any false information, has misrepresented any material fact, and/or has failed to make full disclosure in his/her application or its accompanying supporting documents.

(8) The applicant has within the last ten (10) years violated any governing Airport Rules and/or Regulations and/or Minimum Standards at any other airport, or any the Federal Aviation Regulations or any other statutes, ordinances, laws, orders, rules or regulations applicable to fair business practices or this Airport.

(9) The applicant has defaulted in the performance or conduct of any previous or current lease(s) or other agreement(s) with the Airport Board within the last five (5) years.

(10) The applicant's credit report contains negative information.

(11) The applicant does not appear to be a person(s) of satisfactory business responsibility and/or reputation or appears to be legal liability to the Airport Board.

(12) The applicant does not have, or appear to have, access to the operating funds necessary to conduct the proposed operation.

(13) The applicant has committed any felony or crime involving moral turpitude.

(14) The applicant is unable to obtain sufficient insurance, financial sureties, or guarantors to protect the interest of the Airport Board, the State, the FAA, or other appropriate governmental entities.

NOTICES and PUBLIC HEARING. Upon the filing of proper written application with the SRCJAB, the application shall, if possible, be considered at or within ninety (90) days of a fully compliant application to the Chairman. The applicant shall receive reasonable notification of the time and place of the SRCJAB meeting to consider the application. Public notice shall be given of the filing of all applications both at the next regularly scheduled meeting of the SRCJAB, and pursuant to the provisions of the Tennessee Code Annotated.

Upon consideration of the application, the SRCJAB shall determine, in its discretion, either at the hearing, or within ninety (90) days thereafter, whether or not the applicant meets the standards and qualifications as herein established, and whether or not such operator's application should be granted in whole or in part, and upon what terms and conditions, and advise the applicant in writing of the disposition of the matter.

OPERATING AGREEMENT. Upon approval of any such application as submitted or modified, the SRCJAB shall then have prepared an Operating Agreement setting forth the specific terms and conditions of the agreement reached between the SRCJAB and the FBO or SASO under which the operation shall be conducted. The operating agreement shall then be executed by the applicant and, after approval of the same by the SRCJAB. In no event may an operating agreement, including options to renew, exceed those limitations imposed by the laws of the State of Tennessee. No Operating Agreement shall be assignable without the prior express written approval of the SRCJAB.

The full and complete performance of the Operating Agreement is conditioned on the continued full compliance with the Minimum Standards, and as amended in the future, of each authorized aeronautical activity. The Operating Agreement shall refer to and incorporate these Minimum Standards by reference. Failure to comply with the Minimum Standards, as amended, shall

constitute grounds for termination or cancellation of the right to operate. A breach of any accompanying lease shall also be considered to be a breach of this agreement.

Nothing contained herein shall be construed to prohibit the Airport Board from granting or denying, for any reason it deems sufficient, an application to do business at or otherwise use the Airport.

SECTION 3 - NON-TRANSFERABLE

No right, privilege, permit, or license to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold, or otherwise transferred or conveyed in whole or in part without the prior express written consent of the Airport Board. No lease, or portion thereof, may be assigned or sublet without prior written approval of the Airport Board and all assignees or sub-leases approved by the Airport Board shall comply with *Springfield-Robertson County Airport Rules and Regulations and Minimum Standards*.

SECTION 4 - REFUSE

No person shall throw, dump, or deposit any waste, refuse or garbage on the Airport grounds. All waste refuse and/or garbage shall be placed and kept in closed garbage cans or containers. All CASP operations areas shall be kept safe, neat and clean at all times and refuse disposed of in accordance with Chapter II, Section 2, G of the *Springfield-Robertson County Airport Rules and Regulations*.

SECTION 5 - CONSTRUCTION

No building, structure, tie down, ramp, paving, taxi area or any other improvement or addition on the Airport shall be placed or constructed, enacted, altered or removed without submission of a Tenant Alteration Application (TAA). The application is required prior to such work being approved in writing from the Airport Board. The Airport Board may, at its discretion, require a work bond, letter of credit, or other surety to guarantee the work. The form of such bond, letter of credit or surety shall be subject to the approval of the Airport Board's attorney. The Airport Board may consider conformity to the *Springfield-Robertson County Airport Master Plan and Airport Layout Plan* prior to the approval or denial of any construction or further development.

SECTION 6 - OPERATIONS AREA

No person is authorized to operate, or conduct permitted aeronautical services business activities at the Airport on any area except that which has been approved in writing by the Airport Board.

SECTION 7 - GENERAL FBO, CASP and SASO STANDARDS

A. COMPLIANCE. Each CASP shall enter into an agreement with the Airport Board which shall include an agreement on the part of the CASP to accept, be bound by, comply with and conduct its business operations in accordance with these minimum standards and to agree that their permit, granted by the Airport Board to carry out business at the Airport, shall be subject to such compliances.

B. RULES COMPLIANCE. An FBO, CASP or SASO must abide by all laws, rules, regulations, requirements, directives, guidelines, advisors, terms and conditions required to be met by the SRCJAB by the Environmental Protection Agency, the National Fire Protection Association, the local and state fire marshals, the Tennessee Department of Transportation,, the Federal Aviation Administration, and any other applicable federal, state, county or city agency in regard to the use, storage, disposal, or transportation of pesticides, or other dangerous chemicals, the storage, dispensing and transportation of aircraft fuel, the storage, dispensing and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation and conduct of the FBOs or SASOs business, and the general safety, security and operation of the airport.

C. CONDUCT and SOLICITATION. The Operator shall control the conduct and demeanor of its personnel, as well as to conduct of its business operations in a safe, orderly, efficient, and professional manner so as not to unreasonably disturb, endanger, or offend any customers, tenants, or competitive operators and maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the airport. The operator will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which they would be incompatible with the best interest of the public or the airport. The SRCJAB has the right to resolve all such disputes, disagreements, or conflicts and the SRCJAB's determination will be binding upon all SASOs operating at the airport.

No operator or person(s) shall solicit on behalf of the Springfield-Robertson County Airport for any purpose on the airport without the approval of the SRCJAB or Airport Manager. Solicitation is strictly prohibited directly to employees and SRCJAB Members for personal favors and/or gain, which may be reasonably inferred as influencing the airport employee or board member's official airport duties that may influence the official voting body. All official airport business requiring a SRCJAB decision must be presented in writing to the Airport Manager for review before submitting request for approval.

D. UNATHORIZED USE of AIRPORT PROPERTY. An FBO or SASO may not park vehicles, trailers, motor homes, mobile homes, or any other vehicle or trailer on airport property without prior written approval of the Airport Manager or SRCJAB. An FBO or SASO may not make use of airport property for overnight accommodations.

E. SUBCONTRACTOR and/or SUBTENANT AGREEMENTS. Subject to the prior written approval of the SRCJAB and the terms of its Operating Agreement with the "SRCJAB", an operator providing aeronautical services may enter into an agreement with the subcontractor

and/or subtenant, pursuant to which the subcontractor and/or subtenant shall have the right to provide all, or part, of the aeronautical and non-aeronautical services set forth in the Operating Agreement between the operator and the SRCJAB. Subcontractors and subtenants shall be subject to all conditions, rules and regulations that apply to operations, provided however that the SRCJAB does not require each subcontractor or subtenant to also meet the minimum land, building, personnel and aircraft requirements set forth hereinafter. The SRCJAB may permit the multiple uses of land, buildings, personnel and aircraft by an operator and its sublessee and/or subcontractor where it is reasonable and feasible.

F. BUSINESS OFFICE. Except in cases of CASPs offering T-hangar or inside hangar aircraft storage only, each CASP is required to provide and maintain an office which shall be staffed and open to the public during normal business hours of each normal business day. Such office shall be the operator's office or place of business on the Airport. Only one office shall be required of each CASP. No CASP, its employees, agents, officers, or other persons connected with the business shall use the office area or other facilities of any other CASP without consent of said CASP and the Airport Board or Airport Manager.

G. INFRASTRUCTURE. Unless otherwise provided in a lease agreement with the Airport Board, the CASP shall, at its own expense, provide, construct, install, equip, and maintain all utilities, buildings, structures, ramps, tie-down areas, taxiways, fences and all other facilities and improvements required or approved by the Airport Board for the CASP to carry on the activities or services authorized by the Airport Board.

H. UTILITIES AND FEES. The CASP shall pay when due all charges for water, gas, sewer, power, telephone service and all other utilities and services supplied to their operations at the Airport. The CASP shall also promptly pay, when due, all rentals, fees and payments to the Airport Board.

I. OPERATIONS AREA(S). The CASP shall conduct its business operations strictly within the areas assigned it by the Airport Board and its operations shall not in any way interfere with the operations of other CASPs, agencies, or other businesses operating on the Airport; the use of the Airport by the general public; or with any common use areas. The CASP shall not use any common-use areas except as authorized by these standards or by the Airport Board or Airport Manager.

J. SERVICES. The Operator shall furnish to all persons so requesting, any and all aeronautical services usually and customarily provided by SASOs, and the Operator hereby expressly agrees that all such services and activities shall be furnished on a nondiscriminatory basis. Discounts, rebates, or similar types of price reductions to volume purchasers shall be allowed. That in the event of breach of any of the above nondiscrimination covenants, the SRCJAB shall have the right after notice and a hearing to terminate this Operator's Agreement.

K. ENVIRONMENTAL PROTECTION. The Operator shall accede to, abide by, and comply with all federal environmental protection regulations and appropriate Tennessee regulations and respective agencies, Environmental Protection Agency, the National Fire Protection Association, the local and state fire marshals, the Tennessee Department of Transportation, the Federal

Aviation Administration, and any other applicable federal, state, county or city agency in regard to the use, storage, disposal, or transportation of pesticides, or other dangerous chemicals, the storage, dispensing and transportation of aircraft fuel, the storage, dispensing and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the SASOs or (e.g., disposal of contaminates fuels, waters, etc.). The Operator shall provide a fuel and/or chemical spill plan and a copy of each amendment thereto, to the Airport Manager, in compliance with the Chapter 3 Section 4 of the Minimum Standards and Chapter II Section 2-G Airport Rules and Regulations.

L. CONSTRUCTION. Plans, specifications, an Airport Application for Land Lease and/or Construction, and an FAA Form 7460-1 shall be submitted for any CASP-required construction to the Airport Board for review and approval within 120 days of issuance of the CASP Permit. Thereafter, construction thereon shall commence within 60 days from the date of FAA and Airport Board approval of both the plans and specifications. Unless otherwise provided in a CASP's lease agreement, the deadline provided in this paragraph may be extended by the Airport Board for good cause upon CASP request. All construction shall comply with applicable building codes and other ordinances, and the proper permits shall be secured, and fees paid by the CASP.

M. OBSTRUCTION HAZARDS. The SRCJAB reserves the right to take any action it considers necessary to protect the airport against obstruction as well as the right to prevent any operator from erecting or permitting to be erected any building or other structure on or adjacent to the airport, which in the opinion of the SRCJAB would limit the usefulness of the airport or constitute a hazard to aircraft. Springfield-Robertson County Joint Airport Board may prohibit or limit any given type, kind or class of aeronautical or non-aeronautical use of the airport if such action is necessary to serve the civil aviation needs of the public and the safety of the airport.

N. LAND USE. Any land, building, paved areas, and other infrastructure that may be leased to an FBO or SASO may only be used and occupied solely for the purpose of operating a Fixed Based Operation and/or SASO and no other. Any leased airport property cannot be sublet or divided, except for parking aircraft in box hangars, T-hangars, or tie down spaces without the prior written permission of the SRCJAB. Should the FBO or SASO become deceased, be adjudged to be incompetent, or the business declared bankrupt or become insolvent, the leased property and the executed Operating Agreement shall not be considered as a part of the FBO or SASOs estate of an asset of any appointed or assigned guardian, trustee, or receiver. In such cases the FBO or SASOs lease will immediately terminate and all rights and property returned to the SRCJAB.

O. SPILL PLAN. An FBO or SASO using or selling fuel, chemicals, lubricants or other products considered by federal, state, or local authorities to be pollutants or hazardous shall provide a fuel and/or chemical spill plan for prior approval by SRCJAB and appropriate environmental agencies prior to the FBOs or SASOs use/sale of such products.

P. COOPERATION. A CASP shall cooperate with the Airport Board and Airport Manager in the operations, management and control of the Airport; shall do all things necessary to advance and/or

promote the Airport; and shall assist to develop the Airport into an attractive, efficient and modern facility.

Q. HOLD HARMLESS. The CASP agrees to indemnify, defend, save and hold harmless the Airport Board, its agents, officers, representatives, and employees from and against any and all actions, penalties, liability, claims, demands, damages, or losses arising directly or indirectly out of acts or omissions of the CASP, its agents, officers, representatives, employees, servants, guests, or visitors.

R. INSURANCE. The CASP shall secure, at its expense, public liability, and property damage insurance on which the Airport Board and its agents, officers, representatives, and employees shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business permits or renewals or extensions thereof. Such policies shall be in an amount equal to or greater than that minimum set by the Airport Board and shall be placed with a reputable company approved by the Airport Board. Copies of all such policies of insurance shall be delivered to the Airport Board and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation of the CASP's liability to the Airport Board and if the Airport Board or any of its authorized agents, officers, representatives, or employees become liable for an amount in excess of the insurance, the CASP agrees to indemnify, defend, save, and hold harmless the Airport Board, its agents, officers, representatives, and employees for the whole thereof.

S. PRICING. The CASP shall furnish all services authorized or approved by the Airport Board on a fair, and not unlawfully discriminatory basis to all persons and shall charge at its leasehold for hangar space, T-hangar rentals, tie-downs, and/or products and service fair, reasonable, and not unlawfully discriminatory prices for each unit of service. The CASP may however, make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law. Rates charged by a CASP shall be filed and kept current with the Airport Board.

T. AIRCRAFT PARKING. The CASP shall park and store the aircraft used in its operations and its customers' aircraft only on areas assigned by the Airport Board unless alternate arrangements for such parking or storage are made with another CASP or the Airport Manager.

U. NON-DISCRIMINATION. All CASPs will assure that they will undertake an affirmative action program as required by [14 CFR Part 152, Subpart E](#), to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. All CASPs will assure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

V. TERMINATION. The Airport Board may, at its discretion, terminate any permit or other agreement authorizing the CASP to conduct any services or business at the Airport, which said termination shall automatically revoke the CASP's permit, for any cause or reason provided in these standards or of the terms of any agreement between the Airport Board and the CASP, and in addition thereto, upon the happening of any one or more of the following:

- (1) Filing of a petition, voluntarily or involuntarily, for the adjudication of the CASP as bankrupt.
- (2) The CASP making any general assignment for the benefit of creditors.
- (3) Abandonment or discontinuance of any permitted operation at the Airport by the CASP or the failure to conduct operations on a full-time basis without the prior approval of the Airport Board.
- (4) Failure of the CASP to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these minimum standards and the terms, covenants and conditions in any lease or agreement entered into pursuant thereto on the part of the CASP to be performed, kept, or preserved, within thirty (30) days from the date written notice from the Airport Board has been mailed or delivered to the CASP's place of business at the Airport.
- (5) Failure to promptly pay to the Airport Board, when due, all rents, charges, fees, and other payments which are payable to the Airport Board by the CASP.
- (6). Operation of the business of the CASP so as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or any pilots, students, or passengers.
- (7) The discovery that the CASP has misrepresented, misstated, falsified, withheld, or failed to make full or accurate disclosure of any information.

SECTION 8 – OPERATOR CATEGORIES, STANDARDS AND DEFINITIONS

A. CONDITION. No person or entity shall use the Airport as a CASP until such person or entity has obtained a business permit from and has executed a written lease agreement with the Airport Board. All CASPs shall carry such liability and property damage insurance coverage as set forth in requirements and standards.

B. DEFINITIONS.

CASP shall be a person or entity that carries on or conducts one or more of the below listed categories of services at the Airport, meets the applicable regulations and standards for each service provided, and adheres to all general CASP Minimum Standards.

Fixed Base Operator (also referred to as an "FBO") is a person, firm, or corporations performing any of the functions or furnishing any of the services listed herein on a commercial basis. No person, firm, or corporation may act in the capacity of an FBO without a valid operating agreement with the SRCJAB authorizing such activity at the airport. The Fixed Base Operator shall be an independent contractor and not an agent, servant, or employee of the SRCJAB.

Airport Tenant is a person, firm, corporation or entity leasing or using airport property solely for the purpose of storing an aircraft and is not engaged in or providing any aviation-related

commercial activity or service at the airport. An airport tenant is not authorized to function as or provide the services of an FBO or SASO.

SASO (Specialized Aviation Service Operator) is a Commercial Operator that engages in any one or combinations of the following Aeronautical Activities, as authorized (permitted) by the SRCJAB: aircraft maintenance and repair services; avionics, instrument, and/or propeller maintenance, repair, or overhaul service; aircraft rental/light training; aircraft sales; aircraft charter, air taxi, air ambulance, or management; commercial hangar operator; skydiving/parachuting or any other Commercial Aeronautical Activities including, but not limited to, limited aircraft services and support, miscellaneous commercial services and support, and air transportation services for hire.

Commercial Operator is a person or company approved by the SRCJAB to engage in an aeronautical activity at the airport that has entered into a lease agreement with SRCJAB.

(1) A Full-Service CASP is defined as a CASP providing Aviation Fuel Sales and any other two (2) of the below categories.

(2) A CASP provides anyone (1) or more of the following categories, but not fuel sales.

Permissible aviation activities subject to the minimum standards for commercial and independent operators include but are not limited to:

- ❖ Aircraft Power Plant Maintenance and Airframe Repair
- ❖ Aircraft Mobile Maintenance * Note: requires airport managers approval for security access
- ❖ Aircraft Parts and Sales
- ❖ Avionics Sales, Installation and Repair
- ❖ Aircraft Sales
- ❖ Aircraft Brokerage/Dealership
- ❖ Aircraft Rental
- ❖ Air Charter/Air Taxi
- ❖ Flight Training/Independent Flight Instruction
- ❖ Aerial Applications (crop dusting)
- ❖ Aircraft Stripping, Painting, and Interior Refurbishment
- ❖ Aerial Photography, Surveys and Banner Towing
- ❖ Skydiving/Parachuting
- ❖ Aircraft Washing & Detailing
- ❖ Flying Clubs
- ❖ Glider/Sailplane Flight Instruction

C. CATEGORIES

AVIATION FUEL SALES

a. The Springfield-Robertson County Airport provides aviation fuel service(s) to the public on the Airport, with self-serve available 24 hours a day, 7 days a week.

b. Appropriate grades of aviation fuel include: 100 Octane Low Lead and Turbine Fuel (JET-A)

c. Fuel dispensing equipment, meeting all applicable Federal, State and Airport Board requirements for such equipment, for all types of fuel dispensed.

d. The safe storage and handling of fuel in conformance with all Federal, State, and County requirements and fire codes pertaining to safe storage and handling of fuel. See [NFPA 407](#) and [FAR advisory circular 150/5230](#) as amended.

e. Adequate grounding wires will be installed, continuously inspected and maintained at all fueling locations, to eliminate hazards of static electricity.

f. An adequate supply of properly located fire extinguishers and other precautions or equipment required by applicable fire codes.

g. The SRCJAB agrees to sell aviation fuel to the Operator within the term of this Agreement at the Airport posted retail rate. A fuel discount program may be negotiated based on total number gallons purchased for the specialized service (if applicable). No fuel purchased by the Operator from the SRCJAB shall be for resale.

(1) AIRCRAFT CHARTER/AIR TAXI

Any Lessee who desires to engage in air taxi and/or charter service, and holds a FAR Part 135 certificate, shall provide at a minimum the following:

I. Land, Basic Requirements:

Lessee shall lease sufficient area to accommodate aircraft parking for all aircraft engaged in the air-taxi and/or charter service.

II. Buildings, Basic, Requirements:

Lessee shall lease or construct a building/space providing for an office and customer lounge or lease sufficient space in the terminal building to provide vital services.

III. Personnel, Basic Requirements:

FAA certified commercial pilot(s) who are appropriately rated to conduct FAR Part 135 operations.

IV. Aircraft, Basic Requirements:

One single aircraft leased or owned, meeting all the requirements of the Air-Taxi- Commercial Certificate held and instrument operations capability under FAR Part 135.

V. Hours of Operation:

The normal operating hours will be at the Lessee's discretion, but Lessee should be reasonably available to the public. On-call service during non-operating hours shall be provided.

VI. Insurance Coverage:

Aircraft Liability One Million (\$1,000,000.00) Dollars per occurrence, and
One Hundred Thousand (\$100,00.00) per seat.

Premises Liability One Million (\$1,000,000.00) Dollars per occurrence

Amounts of coverage held by Lessee shall be increased if warranted.

The Lessor reserves the right to change the required insurance coverage at any time by written notice to Lessee, the Lessee shall comply within thirty (30) days from the date of the written notice.

VII. Counter and Office:

Lessee shall provide counter and office facilities for servicing and ticketing passengers. The counter and office facilities shall be staffed with trained personnel.

Except as otherwise provided in any permit between the CASP and the Airport Board, a CASP conducting aircraft charter and/or air taxi service shall be required to meet the FAA operational requirements for their FAR part.

(2) AIRCRAFT MAINTENANCE AND REPAIR SERVICES

An Aircraft Maintenance and Repair Services Operator means a person providing one or more of the following services at the aircraft-based location or within a designated aircraft maintenance area on the Airport: airframe, engine or accessory over-haul; repair services on aircraft; and sales of aircraft parts and accessories. Operator shall provide proof of necessary and satisfactory arrangements for aircraft maintenance in accordance with any sales guarantee or warranty period.

Any Lessee who desires to engage in airframe and/or power plant repair service must provide at a minimum the following:

I. Land, Basic Requirements:

Lessee shall lease land to provide for buildings and parking of aircraft.

II. Buildings, Basic Requirements:

Lessee shall lease or construct a building/space providing for an office, customer lounge, storage and hangar repair.

III. Personnel, Basic Requirements:

One (1) person who holds an Airframe and Powerplant Certificate issued by the FAA available all hours of operation.

IV. Equipment Basic Requirements:

Lessee shall maintain sufficient equipment, including portable air tanks, auxiliary starting equipment, and aircraft towing equipment, supplies and an inventory of parts to perform maintenance in accordance with manufacturers' recommendations or the equivalent.

V. Hours of Operation:

The normal operating hours will be at the Lessee's discretion, but the Lessee should be reasonably available to the public.

VI. Insurance Coverage:

Premises Liability One Million (\$1,000,000.00) Dollars per occurrence

Hangar Keeper's Liability An amount adequate to cover any non-owned property in their control.

Coverage must include products liability for completed operations.

The limit of liability for hangar keeper's liability for any one accident is established as the total value of all aircraft in the care and custody of the Lessee.

Amounts of coverage held by Lessee shall be increased if warranted.

The Lessor reserves the right to change the required insurance coverage at any time by written notice to Lessee, and the Lessee shall comply within (30) days from the date of the written notice.

Except as otherwise provided in any permit between the CASP and the Airport Board, an Aircraft Maintenance and Repair Services Operator shall:

a. Either: (1) employ at least one (1) person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant (A&P), or aircraft inspector rating(IA); or (2) maintain a current FAR Part 145 Certificate.

b. Adequate enclosed shop space to house tools, jacks, lifts, and testing equipment to perform overhauls as required for FAA certification and repair of parts for aircraft

undergoing service.

c. Only conduct Aircraft Maintenance and Repair Services on piston aircraft weighing less than 12,500 pounds certificated maximum takeoff weight.

d. No conduct major aircraft alterations or repairs or business activities at any time inside hangars or other structures not designed for such function. Specific permit and/or fire codes shall determine what hangars or other structures shall be approved for major aircraft alterations or repairs.

e. Provide sufficient hangar space to house any aircraft upon which such services are being performed.

f. Ensure suitable storage space for aircraft awaiting repair, maintenance, or delivery.

h. Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and County regulations. (See *Springfield-Robertson County Airport Rules and Regulations*, Chapter II, Section 8, A, B)

g. (For Full-Service CASPs only) The necessary equipment and personnel to promptly remove from the public landing area (as soon as permitted by FAA, NTSB and other authorities) any disabled aircraft.

(3) AERIAL APPLICATIONS

Any Lessee who desires to engage in aerial application operations shall provide at a minimum the following:

I. Land, Basic Requirements:

Lessee shall lease land to provide for buildings, aircraft parking and tie-down, parking space for loading vehicles and equipment, and paved apron for loading, cleaning and servicing aircraft.

II. Buildings, Basic Requirements:

Lessee shall lease or construct a building/space providing for an office.

III. Personnel, Basic Requirements:

One (1) person who holds a current FAA Agriculture Aircraft Operator Certificate under Part 137 that shall be properly rated for the aircraft to be used and shall meet all applicable regulations of the state.

IV. Aircraft, Basic Requirements:

One (1) person who holds a current FAA Agriculture Aircraft Operator Certificate under Part 137 and all state regulations. The aircraft shall be owned by Lessee, or shall be leased by written agreement, and shall be on Lessee's leasehold.

V. Facilities, Basic Requirements:

A segregated chemical storage area protected from public access; a centrally drained, paved area for aircraft loading, washing, and servicing; a facility for handling liquid spray and mixing liquids; and adequate ground equipment for handling and loading of dusting materials. Lessee shall provide all EPA certificates for all chemicals to be used.

VI. Hours of Operation:

The normal operating hours shall be at the Lessee's discretion, but the Lessee shall be reasonably available to the public.

VII. Insurance Coverage:

Aircraft Liability	One Million (\$1,000,000.00) Dollars per occurrence
Minimum Premises Liability	One Million (\$1,000,000.00) Dollars per occurrence

The Lessor reserves the right to change the required insurance coverage at any time by written notice to Lessee, and the Lessee shall comply within thirty (30) days from the date of the written notice. The Lessor shall not require excessive coverage limits. Limits shall be comparable to similar airports in the area.

VIII. Environmental Safeguards:

The storage of pesticides and the washing of aircraft engaged on agricultural operations must be coordinated with the Tennessee Department of Environment and Conservation to ensure no contamination of the Springfield-Robertson County Airport groundwater and wetlands, and all other elements of the Springfield-Robertson County Airport's environment. The Lessee's facilities shall be located on the airport in the location that will provide the greatest safeguard to the public

(4) AIRCRAFT RENTAL

Any Lessee who desires to engage in aircraft rental shall provide at a minimum the following:

I. Land, Basic Requirements:

Lessee shall lease sufficient area to accommodate aircraft parking for all aircraft engaged in aircraft rental.

II. Buildings, Basic Requirements:

If adequate space is available from SRCJAB, the operator must lease adequate space as defined by SRCJAB at the airport for scheduling flights, telephone inquiries, ground school, and other

administrative needs. In the event adequate space for lease is not available, the operator must pay a monthly independent operator permit fee as determined by the SRCAB in lieu of payment for rented space. When rental space becomes available, it must be rented by the operator.

III. Personnel, Basic

One FAA certified commercial pilot who is appropriately rated to conduct single engine, and instrument flight training and ground school instruction for test flights.

IV. Aircraft, Basic Requirements:

Lessee shall own or lease one single engine aircraft suitably equipped for instrument flight instruction and rental.

V. Hours of Operation:

The normal operating hours will be at the Lessee's discretion, but Lessee should be reasonably available to the public.

VI. Customer Competency:

Anyone wishing to rent an aircraft must show lessee all legally required aeronautical certifications and proof of insurance. Check rides are required before the customer may solo the aircraft. Certifications and proof of insurance must be copied and kept on file by the operator of the aircraft leasing service.

VII. Insurance Coverage:

Aircraft Liability	One Million (\$1,000,000.00) Dollars per, and One Hundred Thousand (\$100,000.00) per seat
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Premises Liability	One Million (\$1,000,000.00) Dollars per occurrence
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Student pilots and pilots renting aircraft shall be covered under the above aircraft liability insurance.

Amounts of coverage held by Lessee shall be increased if warranted.

The Lessor reserves the right to change the required insurance coverage at any time by written notice to Lessee, the Lessee shall comply within thirty (30) days from the date of the written notice. The Lessor shall not require excessive coverage limits.

Except as otherwise provided in any permit between the CASP and the Airport Board, a CASP conducting aircraft rental activity shall provide:

a. Suitable office space at the Airport for consummating rentals and keeping proper records in connection therewith.

b. At least one airworthy aircraft suitably maintained and certified.

c. Adequate arrangements for parking the aircraft being rented.

d. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by local fire codes.

(5) FLIGHT TRAINING

Any Lessee who desires to engage in pilot flight instruction and aircraft rental shall provide at a minimum the following:

I. Land, Basic Requirements:

Lessee shall lease sufficient area to accommodate aircraft parking for all aircraft engaged in flight training and/or aircraft rental.

II. Buildings, Basic Requirements:

If adequate space is available from SRCJAB, the operator must lease adequate space as defined by SRCJAB at the airport for scheduling flights, telephone inquiries, ground school, and other administrative needs. In the event adequate space for lease is not available, the operator must pay a monthly independent operator permit fee as determined by the SRCJAB in lieu of payment for rented space. When rental space becomes available, it must be rented by the operator.

III. Personnel, Basic Requirements:

One FAA certified commercial pilot who is appropriately rated to conduct single engine, and instrument flight training and ground school instruction for ratings offered.

IV. Aircraft, Basic Requirements:

Lessee shall own or lease one single engine aircraft suitably equipped for instrument flight instruction.

V. Hours of Operation:

The normal operating hours will be at the Lessee's discretion, but Lessee should be reasonably available to the public.

VI. Insurance Coverage:

Aircraft Liability	One Million (\$1,000,000.00) Dollars per occurrence, and One Hundred Thousand (\$100,000.00) per seat.
Premises Liability	One Million (\$1,000,000.00) Dollars per occurrence

Student pilots and pilots renting aircraft shall be covered under the above aircraft liability insurance.

Amounts of coverage held by Lessee shall be increased if warranted.

The Lessor reserves the right to change the required insurance coverage at any time by written notice to Lessee, the Lessee shall comply within thirty (30) days from the date of the written notice. The Lessor shall not require excessive coverage limits.

Except as otherwise provided in any permit between the CASP and the Airport Board, a CASP conducting flight training activities shall provide:

- a. At least one training aircraft that:
 - i. Have a minimum of two seats
 - ii. Are maintained in accordance with Federal Aviation Regulations
 - iii. Are kept in a clean and presentable manner
 - iv. Are available for training and rental
- b. Equipment for IFR flight and training.
- c. Adequate office and classroom space separate from public areas.
- d. Adequate mock-ups, pictures, slides, film strips, or other visual aids necessary to provide proper ground school instruction.
- e. Certified Flight Instructors available for FAA for flight instruction.
- f. Adequate facilities or arrangements for storing, parking, servicing and repairing all its aircraft.
- g. Non-exclusive public vehicle parking is available customers and employees.

(6) INDEPENDENT FLIGHT INSTRUCTOR

An independent flight instructor providing a commercial aeronautical activity to the general public, and advertising to the general public will be permitted to conduct aircraft flight instruction provided that:

- a. A local jurisdiction Business License is obtained (if applicable).
- b. The Independent Flight Instructor conducts the commercial operation or activity is available to the general public.
- c. An Airport Business Permit is required in the form of a CASP.

d. Training or business activities are not conducted in the public areas of the Airport terminal building, or in the leased space of another CASP, or Tenant leased hangar without written approval of the Airport Board and/or Airport Manager. *Note: An Independent Flight Instructor is not required to have an office on the Airport.*

(7) GLIDER/SAILPLANE FLIGHT TRAINING

Except as otherwise provided in any permit between the CASP and the Airport Board, a CASP conducting flight training in motorized or non-motorized glider aircraft shall comply with these standards and provide:

- a. At least one training aircraft that is maintained in accordance with Federal Aviation Regulations.
- b. Adequate office and classroom space separate from public areas.
- c. Adequate mock-ups, pictures, slides, film strips, or other visual aids necessary to provide proper ground school instruction.
- d. Adequate facilities or arrangements for storing, parking, servicing and repairing all its aircraft.
- e. Non-exclusive public vehicle parking is available customers and employees.

(8) SKYDIVING/PARACHUTING

Except as otherwise provided in any permit between the CASP and the Airport Board, a CASP conducting skydiving operations shall comply with these standards and provide:

- a. An Airport Business Permit is required in the form of a CASP.
- b. CASP shall comply with all applicable Code of Federal Regulations (14 CFR) Part 105, relating to jumpers and riggers on parachuting equipment TSO-C23, on-airport parachuting operations, jump pilot training, aircraft maintenance programs, parachute rigging, and procedures for Federal Aviation Administration (FAA) authorization for flight operations with a door removed or modified.
- c. At least one properly equipped aircraft and maintained in accordance with Federal Aviation Regulations in accordance with part 91.409, 105.13
- d. Adequate facilities or arrangements for conducting skydiving/parachuting operations to include an approved landing zone that does not create an unsafe airport environment.

e. Non-exclusive public vehicle parking is available customers and employees.

f. business activities are not conducted in the public areas of the Airport terminal building, or in the leased space of another CASP, or Tenant leased hangar without written approval of the Airport Board and/or Airport Manager.

(9) AIRCRAFT SALES/BROKERAGE/DEALERSHIP

The CASP shall provide the office required by these regulations and standards and shall lease from the Airport Board or applicable CASP an area of sufficient size to permit the storage and/or display of all aircraft for sale or used in the aircraft sales business. All inventories must be insured with liability coverage acceptable to the Airport Board and include all aircraft that overnight at or are based at the Airport. CASP needing more than one service, such request will require airport board approval.

Any Lessee who desires to engage in the sale of the new or used aircraft shall provide at a minimum the following:

I. Land, Basic Requirements:

Lessee shall lease sufficient area to accommodate aircraft parking for all aircraft on display for sale.

II. Buildings, Basic Requirements:

Lessee shall lease or construct a building/space providing for an office.

III. Personnel, Basic Requirements:

One (1) person being a properly certified pilot with ratings appropriate for the types of aircraft to be demonstrated. The office shall be attended at all times during required operating hours.

IV. Services, Basic Requirements:

The dealer of new or used aircraft shall provide an adequate supply of parts for the type of aircraft sold. The dealer shall provide for the repair and servicing of the aircraft during the warranty periods by its own facilities or through a written agreement with a repair shop specializing in the make of the aircraft sold.

V. Hours of Operation:

The normal operating hours will be at the Lessee's discretion, but the Lessee should be reasonably available to the public.

VI. Insurance Coverage:

Minimum Premises Liability One Million (\$1,000,000.00) Dollars per occurrence

The above coverage shall be applicable to aircraft held for sale and demonstration by the Lessee but owned by others.

Amounts of coverage held by Lessee shall be increased if warranted.

The Lessor reserves the right to change the required insurance coverage at any time by written notice to Lessee, and the Lessee shall comply within thirty (30) days from the date of the written notice. The Lessor shall not require excessive coverage limits. Limits shall be comparable to similar airports in the area.

(10) PARTS AND ACCESSORIES SALES

The CASP must have a permit and conduct one or more additional CASP services listed in this section and provide suitable space for the storage of the parts and accessories for sale.

(11) AIRCRAFT OUTSIDE RAMP STORAGE

The CASP must have a lease to conduct one or more additional CASP services listed in this section, and provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the CASP in its operations and all aircraft that will be parked or stored by the operator.

(12) AIRCRAFT INSIDE STORAGE – NEW CONSTRUCTION

A CASP shall provide a storage building of sufficient size to accommodate a least ten (5) aircraft unless specific plans have been approved by the Airport Board. The CASP may have an office in the storage building. If no office is maintained, the CASP shall post in conspicuous places on the hangar facilities the name, address and telephone number of the CASP and of the person who shall be managing or operating the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access and construct said facilities in locations stipulated in the Airport Master Plan. Aircraft storage facilities will be constructed of equal quality to or better quality than existing storage facilities unless alternative, specific plans have been approved by the Airport Board. CASP must submit a Tennent Alteration Application (TAA) for approval by the Airport Board in writing.

(13) AIRCRAFT STRIPPING AND PAINTING FACILITY

Except as otherwise provided in any agreement between the CASP and the Airport Board, the CASP offering aircraft stripping and painting services to the public shall:

a. Provide a hangar sufficient to house any aircraft upon which such service is being performed. Also provide paved apron area in front of the hangar and office space with auto parking areas for customers and employees.

b. Provide suitable storage space for aircraft awaiting stripping, painting, or delivery.

- c. Provide adequate enclosed shop space to house necessary equipment and tools.
- d. Have available, competent and responsible personnel that are knowledgeable of all phases of aircraft stripping, preparation, and treatment of aluminum and painting.
- e. Comply with and abide by all standards, rules, regulations, and requirements of the FAA, Department of Environmental Quality, Environmental Protection Agency, OSHA, and any County, State or Federal government agencies having jurisdiction over aircraft stripping and painting operations.
- f. Comply with NFPA and the National Board of Fire Underwriters on "Paint Spraying and Spray Booth" regulations regarding the arrangement, construction, and protection of spray booths and the storing and handling of materials used in connection with aircraft painting, varnishing, and spray-painting operations.
- g. Not allow any stripping, painting, varnishing, doping, materials or agents, or other contaminants to flow into or be placed in any sewer system.
- h. Perform all aircraft stripping and painting operations inside the hangar or building.
- i. Properly treat and dispose of solutions, cleaning agents, lubricants and other hazardous materials and wastes in compliance with Federal, State and County regulations.
- j. Provide a written plan for adhering to all obligatory safety and environmental requirements.

(14) AVIONICS SHOP

Except as otherwise provided in any permit between the CASP and the Airport Board, a CASP offering avionics services to the public shall provide a minimum of 200 square feet of space to be used for shop, storage, and test equipment.

Any Lessee who desires to provide a radio, instrument, or propeller repair service shall provide at a minimum the following:

I. Land, Basic Requirements:

Lessee shall lease of land to accommodate the radio, instrument or propeller repair service.

II. Buildings, Basic Requirements:

Lessee shall lease or construct buildings/space providing lighted and heated space for an office, shop, and hangar.

III. Personnel, Basic

One (1) person having FAA repair station certificate and ratings for same.

IV. Hours of Operation:

The normal operating hours will be at the Lessee's discretion, but the Lessee should be reasonably available to the public.

V. Insurance Coverage:

Premises Liability	One Million (\$1,000,000.00) Dollars per occurrence
Hangar's Keeper's Liability	An amount adequate to cover any non-owned property in control.

The limit liability for hangar keeper's liability for any one accident is established as the total value of all aircraft in the care and custody of the Lessee.

Amounts of coverage held by the Lessee shall be increased if warranted.

The Lessor reserves the right to change the required insurance coverage at any time by written notice to Lessee, the Lessee shall comply within thirty (30) days from the date of the written notice. The Lessor shall not require excessive coverage limits. The limits shall be comparable to similar airports in the area.

SECTION 9 – SUB-LESSORS PERMITTED TO CONDUCT AERONAUTICAL ACTIVITIES

A. REQUIREMENTS. Each CASP proposing to sub-contract an aeronautical activity as a sub-lessor at the Airport shall meet the following requirements to the satisfaction of the Airport Board:

- (1) The sub-lessor should have previously conducted a similar aeronautical activity in an acceptable manner.
- (2) The sub-lessor must have the financial capability to support the activity.
- (3) The sub-lessor must reasonably meet applicable requirements of the FAA, State Department of Aviation or other Airport Board governing the proposed activity.
- (4) The sub-lessor must furnish suitable insurance acceptable to the Airport Board, including liability insurance and bonding to protect and hold the Airport Board, its officers, employees, agents and representatives, harmless from any liability arising out of the proposed activity.
- (5) No interest in the activity shall be transferred to another party without written consent of the Airport Board.

B. APPROVAL. The Airport Board shall have final approval with regard to any new activity to be conducted in or on Airport property.

SECTION 10 - FLYING CLUBS

A. GENERAL. In an effort to promote flying for pleasure, provide restoration and preservation of historic aircraft, development of skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques, the category of Flying Club is added to these standards. All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of required regulations and these standards. However, they shall be exempt from regular fixed based operator requirements upon satisfactory fulfillment of the conditions contained herein. The club shall be a non-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.

B. AIRCRAFT. The ownership of aircraft must be vested in the name of the flying club (or owned by all of its members). The aircraft shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any manner. The club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, insurance, and replacement, upgrading or expansion of its aircraft fleet.

C. LIMITATIONS. The club shall not conduct charter, air taxi, or rental operations. The flying club may permit its aircraft to be used for flight instruction, aircraft checkouts and/or FAA pilot certificate currency requirements in a club-owned aircraft as long as both the instructor providing instruction and person receiving instruction are members of the club owning the aircraft. A flight instructor may be compensated for flight instruction by credit against payment of dues and/or flight time. Only members of the flying club may operate the aircraft at any time. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics may be compensated by credit against payment of dues. Maintenance shall be subject to the provisions Chapter III, Section 8 of these Standards.

D. PROHIBITIONS. Flying Clubs may not hold themselves out to the public as fixed based operators, a specialized aviation service operation, maintenance facility or a flight school and are prohibited from advertisements as such or be required to comply with the appropriate airport minimum standards. All flying clubs and their members are prohibited from leasing, selling, or promoting any goods or services whatsoever to any person or firm other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment, except as otherwise authorized by the Airport Board or Airport Manager.

E. APPLICATION. Accompanying its initial application, the flying club shall furnish the Airport Board with a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors; and evidence of insurance in the form of a certificate

of insurance in an amount acceptable to the Airport Board, with the Airport Board, its officers, agents, representatives and employees named as additional insured with thirty (30) days' notice of cancellation required to be filed with the Airport Board. Evidence of insurance will be submitted to the Airport Manager on an annual basis, during the renewal month of said policy. The flying club should file periodic documents as required by the sponsor, including tax returns, insurance policies, membership lists, and other documents be available for review at any reasonable time by the Airport Board and/or Airport Manager.

F. VIOLATIONS. A flying club shall comply with all Federal, State, and local laws, regulations, ordinances and codes and airport rules and regulations and minimum standards that may apply. If a flying club violates any of the foregoing, or permits one or more members to do so, and the violation is not corrected to the satisfaction of the Airport Board, or as determined by the Airport Manager, the club will be required to terminate all operations on the Airport and vacate the Airport.

SECTION 11 – TEMPORARY CASP OPERATIONS

A. DEFINITION. Any commercial aeronautical activity operating on the airport property conducting temporary business without a commercial lease for the purpose of receiving payment for aeronautical services rendered.

B. APPLICATION. A commercial aeronautical business entity or person(s) seeking to gain airport access to provide services must first obtain a TEMPORARY CASP permit application from the Airport Manager. Depending on the type and duration of the service provided, additional information may be required for permit approval. The Airport Board reserves the right to charge an administrative and/or permit fee for all TEMPORARY CASP OPERATIONS.

C. CONDITIONS. No entity or person(s) shall use the Airport as a TEMPORARY CASP until such entity or person(s) has obtained a temporary business permit from the Airport Manager. Requirements include; proof of liability and property damage insurance coverage as set forth in requirements and standards business license or tax I.D., and an approved permit.

D. COMPLIANCE. All Temporary CASP's must comply with all FAA Federal Regulations, Airport Rules, Regulations, Policies and Airport Minimum Standards that apply. Any noncompliance of above mentioned is subject to having permit being revoked.

E. CASP SERVICES. Types of possible temporary CASP non-airport available commercial aeronautical services is; flight instruction, aircraft maintenance, aircraft recovery, aircraft rental, avionics, aircraft sales, aircraft parts & accessories, aircraft detailing, aircraft taxi/charter, aircraft painting, aircraft management, sightseeing/photography and aerial advertising.

SECTION 12 – THROUGH THE FENCE OPERATIONS

A. **DEFINITION.** AC 150/5190-7 Through the Fence (TTF) operations are defined by the Federal Aviation Administration (FAA) as any activity or use of real property of an aeronautical or nonaeronautical nature that is located outside (or off) of airport property but has access to the airport’s runway and/or taxiway system. corporations, businesses or private parties. Through-the-fence operations are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operations offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property.

B. **NO SPONSOR OBLIGATION.** The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property. The FAA views Through the Fence access as a privilege and not a right. Under existing federal law, there is no requirement for a public airport sponsor to provide access to the airport from private property adjacent to the airport.

C. **AGREEMENT.** This type of an arrangement has frequently been referred to as a “through-the-fence” operation even though a perimeter fence may not be visible. “Through-the-fence” arrangements can place an encumbrance upon the airport property and reduce the airport’s ability to meet its federal obligations. As a general principle, the FAA does not support agreements that grant access to the public landing area by aircraft stored and serviced offsite on adjacent property. Thus this type of agreement is to be avoided since these agreements can create situations that could lead to violations of the airport’s federal obligations.

SECTION 13 – PERSONAL AIRCRAFT SALES

Nothing contained herein shall prohibit any person from selling such person's own aircraft.

SECTION 14 – WAIVER OF CHAPTER III PROVISIONS

The Airport Board may, at its discretion, waive any portion or all of Chapter III of these regulations and standards for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention, fire-fighting or law enforcement operations but only to the extent permitted by the rules of the FAA and the laws of the State and local jurisdictions.

SECTION 15 – REPAIR, RESTORATION, REPLACEMENT

Nothing contained in these regulations and standards shall be construed to require the Airport Board to maintain, repair, restore or replace any structure, improvement, or facility which is damaged or destroyed.

SECTION 16 – EFFECT ON EXISTING LEASES

All lessees of land under written lease agreement at the Airport with the Airport Board at the time these regulations and standards become effective shall be required to comply with these regulations and standards unless granted a previous lease permission by the Airport Board.

SECTION 17 – WAIVER PIONEERS

Upon written application, and for good cause shown, as an inducement to the establishment and/or re-establishment of a particular aviation service(s), an existing Full Service CASP, an existing CASP, and/or an applicant for a specialized CASP may be granted a temporary modification of the Minimum Standards contained in Chapter III for a limited period of time (not to exceed one (1) year per written application); it being the express purpose of this provision to assist existing, as well as prospective CASPs in times of economic or financial distress to continue aviation service or to encourage the expansion of aviation services at the Airport where they do not now exist.

SECTION 18 – COMPLIANCE INSPECTIONS

The Airport Manager shall no less than annually conduct Compliance inspections of each CASP. Deficiencies, if any, will be reported to the offending CASP, who, in turn, shall be required to promptly make corrections.

SECTION 19 – NON-EXCLUSIVITY

Nothing in these Minimum Standards is to be considered as restricting or prohibiting the Airport Board from leasing land or available fixed improvements, on similar terms and conditions to other CASPs or from granting operating rights to one or more CASPs. The Airport Board will comply with Federal and State Grant Assurances by not providing exclusive use agreements for equipment, facilities, or fixtures (i.e. fuel tanks/farms, fueling equipment, etc.) which are acquired under grant or to which grant assurances apply. CASPS will be afforded the opportunity to negotiate mutual use agreements with the Airport Board for such equipment, facilities and/or fixtures.

SECTION 20 – NON-AIRWORTHY OR NEGLECTED AIRCRAFT

The Airport Manager may, at his discretion, require owners or lessors of non-airworthy or neglected aircraft to remove those aircraft from the Airport. Those owners or lessors may, at their option, restore the aircraft to an airworthy or acceptable condition. The Airport Manager's determination may be appealed per Chapter IV, Section 2, D and E of the *Springfield-Robertson County Airport Rules and Regulations*.

SECTION 21 – PROPER HEATING & COOLING OF AIRPORT OWNED FACILITIES

To ensure Airport Board owned facilities are adequately maintained and for those that have public access and use, they are comfortable for the public, the Airport Board has established the following heating and cooling (HVAC) minimum requirements:

(1) For aircraft storage areas and other non-occupied areas where HVAC equipment is available the minimum temperature in those areas is to be maintained at or above 50 degrees (F). This does not apply to unheated facilities including T-Hangars and storage units.

(2) For office and other occupied areas and for the entire terminal building the following temperatures are to be maintained:

a. When occupied, regardless of being open or closed, the actual air temperature within these areas will be no lower than 68 degrees (F) and no higher than 74 degrees (F).

b. When closed and unoccupied the minimum temperature is to be no lower than 64 degrees (F) and the maximum no higher than 80 degrees (F).

c. These temperatures are to be the actual air temperatures within the areas during all of the specified time periods. An example of this is if the Terminal opens at 06:30 and closes at 19:00 the air temperature is to be between 68 and 74 degrees (F) from 06:30 until 19:00 or until all persons have left the facility, whichever occurs last. Additionally, if there are meetings before or after those hours or the building is open for public use or special events those minimum and maximum temperatures are to be adhered for the entire time of use.

(3) Within the terminal the Airport manager will possess a key or have access to the utility and HVAC systems at all times.

(4) There are no minimums or maximums from the Airport owned T-hangars and because there is limited electrical service in those units, HVAC systems are not available and not authorized for installation therein.

CHAPTER IV – GOVERNMENT AGREEMENTS

SECTION 1 – WAR OR NATIONAL EMERGENCY

During time of war or national emergency, the Airport Board shall have the right to lease the Airport, or the landing area, or any part thereof to the United States Government for military use, and, any license the Airport Board granted under these rules and any lease and/or agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators agreement, lease or Airport Board.

SECTION 2 – LEASE SUBORDINATE TO GOVERNMENT LEASE

Any license, lease, or agreement the Airport Board entered into pursuant to these regulations and standards shall be subject and subordinate to the provisions of any existing or future agreement between the Airport Board and the United States Government, relative to the operation or the maintenance of the Airport, the execution of which has been, is, or may be required as a conditioned precedent to the expenditure of Federal funds for the development of the Airport.

SECTION 3 – DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the FAA and enforced by the Airport Board to the full extent practicable to utilize Disadvantaged Business Enterprises (DBE) in all aspects of contracting at the Airport.

CHAPTER V – AIRPORT MASTER PLAN

SECTION 1 – CASP APPROVAL NOT REQUIRED

The Airport Board may, without the knowledge, consent or approval of any CASP or other person permitted to do business or use part of the Airport, make changes in the Master Plan of the Airport, and in the Airport Board's planning and policies in connection with the development of the Airport, and in these regulations and standards. However, it is the Airport Board's intent to inform CASPs and other businesses of any such changes which are significant.

CHAPTER VI – RESERVATION OF RIGHTS TO INDIVIDUAL USERS

SECTION 1 – EXPLANATION OF RIGHTS AND DUTIES IMPOSED

Notwithstanding anything to the contrary contained herein, the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport facilities including but not limited to individual pilots, aircraft owners, and tie-down and T-hangar renters.

(1) Each individual user as defined herein shall meet and maintain all requirements, regulations, and standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety Bulletins, Advisory Circulars, State Aviation Law, and other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.

(2) It shall be the duty of each individual user of the Airport to fully inform themselves of, and to keep current on, all Federal, State, and Airport Board aviation regulations and standards and to completely and promptly comply therewith.

(3). Nothing contained herein shall restrict or limit the rights of individual users to conduct maintenance and repairs on their own aircraft which are allowed by FAA and/or these regulations or standards. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal, State, and local regulations, circulars, airworthiness directives, and requirements, and such maintenance and repairs shall be conducted within the area designated for owner maintenance or T-hangars leased by individual users of the Airport or by authorized repair facilities on the airfield. Aircraft maintenance conducted in T-hangars must be approved in writing by the Airport Manager. It should be understood, that this approval will be withheld if requestor has violated or is in violation of Chapter II, Section 2, Paragraph (d) and/or (e) of the *Springfield-Robertson County Airport Rules and Regulations*, or other safety related practices identified by the Airport Manager, Fire Marshall, or the Airport Board.

(4). All individual users shall comply with these regulations and standards regarding common use areas and will not allow or participate in any maintenance or repair activities or any part hereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time and as set forth in Chapter II, Section 6 of the *Springfield-Robertson County Airport Rules and Regulations*.

CHAPTER VII – RESERVATION OF RIGHTS OF THE AIRPORT OWNER/SPONSOR

SECTION 1 – EXPLANAITION OF RIGHTS RESERVED

The Springfield-Robertson County Airport Board, the operator of the Springfield-Robertson County Airport, reserves all rights and powers to adhere to all Federal and State laws, and all contracts it has entered into including, but not limited to, all Federal and State Grant Agreements with the FAA and State Department of Transportation for funding of improvements to the Airport. The Airport Board also reserves the right to make changes and modifications to the regulations and standards contained in and explained throughout this document at any time.

APPENDIX A

COMMERCIAL AERONAUTICAL SERVICE PROVIDER APPLICATION

All persons who desire to establish a commercial aeronautical operation to provide aviation-related services at the Springfield-Robertson County Airport must submit an application to do so with the Airport Board and receive approval prior to commencing any business activity(ies) within the boundaries of the Airport.

DIRECTIONS. Complete each item on this form as thoroughly and accurate as possible. When necessary, attach additional explanatory materials. Provided for your convenience is a Supplemental Application which gives a general list of additional information that may be required following the Airport Board’s initial review of your application. Let it be known and understood, the Airport Board reserves the right to request additional information and supporting material as deemed necessary to satisfy prerequisites for approval. All personal financial information, credit reports or other financial data obtained by or submitted pursuant to this application will be kept confidential as required by the State of Tennessee Open Records Act.

1. APPLICANT INFORMATION

Applicant Name
As it shall appear on documents

Intended Status of Operations

<input type="checkbox"/>	Sole proprietorship/individual	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Limited Liability Company (LLC)	<input type="checkbox"/>	Joint Venture		
<input type="checkbox"/>	Other (explain) _____				

Street Address As it shall appear on documents					
City		State		Zip Code	
Phone Number		Alternate Number			
Fax Number		Email Address			
Billing Address Check here if same as Address above <input type="checkbox"/>					
City		State		Zip Code	
Contact Name and Title		EIN Number			
Phone Number		Alternate Number			
Fax Number		Email Address			

2. PERSONAL AND FINANCIAL BACKGROUND INFORMATION

Please attach additional sheets as necessary to provide required details and/or explanations.

- | | YES | NO |
|---|--------------------------|--------------------------|
| A. <u>Has the applicant ever had a bond or surety canceled or forfeited?</u>
<i>If yes, attach a statement naming the bonding company, date, amount and reason.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. <u>Has the applicant ever been declared bankrupt?</u>
<i>If yes, attach a copy of the Petition.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. <u>Has the applicant ever been convicted of a felony?</u>
<i>If yes, provide date, court location, case number and details of conviction.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. <u>Has the applicant ever been involved in any litigation, liens, or claims against any airport, municipality or insurance, liability, or workers compensation?</u>
<i>If yes, attach detailed information on such.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| E. <u>Has the applicant ever had any credit problems?</u>
<i>If yes, explain.</i> | <input type="checkbox"/> | <input type="checkbox"/> |

3. PROPOSED BUSINESS

A. NATURE OR TYPE OF BUSINESS Check all activities/operations proposed to be conducted. Please refer to the Springfield-Robertson County Minimum Standards

Aircraft Support Services	Flight Operations	On-Demand Flying Services
<input type="checkbox"/> Aircraft Storage	<input type="checkbox"/> Air Carrier Operations	<input type="checkbox"/> Aircraft rental to the public
<input type="checkbox"/> Aircraft Painting	<input type="checkbox"/> Air Taxi Operations	<input type="checkbox"/> Flight School
<input type="checkbox"/> Aircraft Maintenance (major and/or minor)	<input type="checkbox"/> Transportation of Cargo	<input type="checkbox"/> Ground school or Flight Examiner
<input type="checkbox"/> Repair or reconditioning of used aircraft	<input type="checkbox"/> Transportation of Mail	<input type="checkbox"/> Aerial operations (ie. crop dusting)
<input type="checkbox"/> Aircraft parts sales	<input type="checkbox"/> Other (specify below)	<input type="checkbox"/> Corporate Flight Department
<input type="checkbox"/> Avionics sales, repair and/or installation		<input type="checkbox"/> Aircraft charter for any purpose
<input type="checkbox"/> Aircraft sales, leasing, and/or brokerage		<input type="checkbox"/> Aerial advertising
<input type="checkbox"/> Sale of aeronautical items and/or supplies (charts etc)		<input type="checkbox"/> Aerial photography or survey
<input type="checkbox"/> Aircraft Management		<input type="checkbox"/> Sightseeing flights
<input type="checkbox"/> Aircraft Detailing		
<input type="checkbox"/> Other (specify below)		<input type="checkbox"/> Other (specify below)

If 'Other' is checked above provide specifications here. _____

B. BUSINESS OWNERSHIP INFORMATION List all persons or companies that will own an interest in the proposed business, including financial institutions if applicable.

Name	_____	Phone Number	_____
Street Address	_____		
City	State	Zip Code	

Name	_____	Phone Number	_____
Street Address	_____		
City	State	Zip Code	

Name	_____	Phone Number	_____
Street Address	_____		
City	State	Zip Code	

C. BUSINESS OPERATIONS DESCRIPTION Provide responses to the below items on a separate document and attach to application upon submission.

1. Please provide a brief explanation of the type of commercial aeronautical operation(s) you propose to run and all services you will offer and to whom.
2. Identify specific needs, such as type and minimum size/square footage of land and/or existing facilities, including required utilities, pavements, ramp, etc. as applicable.
3. If proposing new construction, indicate any special consideration for equipment, drainage, lighting, etc. and describe the estimated cost of any structures and your planned method of financing such improvements. Attach a site plan and/or drawing as applicable.

NOTE: Prior to an official lease agreement with the Airport Board, the applicant must file a 7460-1 'Notice of Proposed Construction or Alteration' with the FAA and submit FAA's response to the Airport Board. If impacts to the Airport or its operations are indicated, the applicant must alleviate such to the satisfaction of the Airport Manager prior to commencing said lease, proposed construction and intended operations.

4. Identify your proposed commencement date of operations.
5. Will any part of the operations of this business require the storage, use or transport of volatile, hazardous or toxic chemicals or waste on Airport property? If yes, please explain in detail and what steps are being taken to secure the appropriate compulsory licenses.

4. APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

The applicant(s) hereby acknowledge that any business endeavor operated within the premise of the Springfield-Robertson County Airport must receive approval and be permitted prior to its commencement. Any expenditures and/or commitments made by the applicant(s) prior to receipt of approval and a permit by the Airport Board is at the sole risk of the applicant(s).

The applicant(s) hereby attest that the foregoing application is complete and accurate and respectfully request the Airport Board consider all therein and to grant approval and permission to perform the specified aeronautical activity(ies) at the Springfield-Robertson County Airport.

Title _____ Date _____
Applicant _____
Signature _____
Printed Name _____

Title _____ Date _____
Applicant _____
Signature _____
Printed Name _____

Title _____ Date _____
Applicant _____
Signature _____
Printed Name _____

APPENDIX B
COMMERCIAL AERONAUTICAL SERVICE PROVIDER
SUPPLEMENTAL APPLICATION

This form provides a general list of additional information that may be required following the Airport Board’s initial review of your application. (Appendix A).

DIRECTIONS. Legibly complete each item as applicable on this form as thoroughly and accurate as possible. When necessary, attach additional explanatory materials. Let it be known and understood, the Airport Board reserves the right to request this additional information and supporting material as it deems necessary to satisfy prerequisites for approval. All personal financial information, credit reports or other financial data obtained by or submitted pursuant to this application will be kept confidential as required by the State of Tennessee Open Records Act.

1. DECLARATION OF BUSINESS TYPE

A. SOLE PROPRIETORSHIP

Full Name _____

D/B/A _____

Address					
City		State		Zip Code	
Business Phone			Other/Cell Phone		
Social Security No.			Date of Birth		
Driver’s License No.			State of Issue		

B. PARTNERSHIP

Name of Partnership _____

Date of Organization _____

	General Partnership		Limited Partnership	
Statement of Partnership Recorded			Yes	No
Date		County of		
Book		Page		
Has Partnership previously done business in TN			Yes	No

Provide the information requested for each general partner.

Name				Share	
Address					
City		State		Zip Code	
Social Security No.			Date of Birth		
Driver's License No.			State of Issue		
Name				Share	
Address					
City		State		Zip Code	
Social Security No.			Date of Birth		
Driver's License No.			State of Issue		
Name				Share	
Address					
City		State		Zip Code	
Social Security No.			Date of Birth		
Driver's License No.			State of Issue		

C. JOINT VENTURE/CO-OP

Name of Organization _____

Date of Organization _____

Joint Venture/Co-op Agreement Recorded		Yes		No
Has Partnership previously done business in TN		Yes		No

Provide the information requested for each person participating in the Joint Venture or Co-operative entity.

Name				
Address				
City		State		Zip Code
Name				
Address				
City		State		Zip Code
Name				
Address				
City		State		Zip Code

D. CORPORATION

Name _____

State of Incorporation		Date of Incorporation	
Has TN authorized Corporation to do business in TN?			
	Yes		No
How is the Corporation is held?			
	Privately		Publicly
If publicly held, where and how is stock traded?			
If a private corporation, attach a separate sheet listing the name, title, address, number of voting and non-voting shares for each officer, Director, and Principal shareholder.			

List the name, title and address of each Officer of the Corporation

Name		Title	
Address			
City	State	Zip Code	
Name		Title	
Address			
City	State	Zip Code	
Name		Title	
Address			
City	State	Zip Code	
Name		Title	
Address			
City	State	Zip Code	

Business Information

Address		Phone	
City	State	Zip Code	

Service Agent Information

Name			
Address			
City	State	Zip Code	

Attach a copy of the Articles of Incorporation or other documentation creating the Corporation.

E. LIMITED LIABILITY COMPANY (LLC)

Name of Company _____

State of Company		Date of Company	
Is this LLC recorded?			
	Yes		No
Has the State of TN authorized the LLC to do business in TN?			
	Yes		No

List the name, title and address of all members of the LLC.

Name		Title	
Address			
City	State	Zip Code	
Name		Title	
Address			
City	State	Zip Code	
Name		Title	
Address			
City	State	Zip Code	
Name		Title	
Address			
City	State	Zip Code	

Attach a copy of the agreement that formed the LLC and was filed with the State or other agency that recorded the LLC. This agreement should, at a minimum, detail the division of management and responsibilities, rights of members to withdraw capital, and the responsibilities of members to contribute new capital as necessary.

2. ADDITIONAL INFORMATION

A. REFERENCES.

(1) Three (3) business references (including Bank references) with knowledge of debt and payment history.

(2) Three (3) credit references.

B. HELD PERMITS. Copies of any and all applicable licenses, permits, or certificates required to conduct this business (ie. FAA Part 135 Certificate of Air Agency Certificate).

C. BUSINESS PLAN. The organization's business plan or pro forma, to include at least the following:

- (1) Explanation of the type of commercial aeronautical operation the organization proposes to run and all services it will offer and to whom.
- (2) The number of personnel to be employed at the Airport
- (3) Any required utilities, pavements, ramp etc. the organization will need.
- (4) Hours of operation to include provisions, if available, for emergencies, after hours and federal holidays.
- (5) If a similar operation exists at the Airport, contract the organization's proposed operation with that one. Include financial data and differences if available and appropriate.
- (6) List of aircraft tail number(s) and type(s) to be utilized in the proposed operation.
- (7) If applicable, provide percent of intended sales or services to: aircraft/customers based at the Airport and those based elsewhere that may visit or fly into the Airport.

D. EXPERIENCE. Provide details of experience that at minimum includes the following:

- (1) Details as it relates to the type of business the organization proposes to develop.
- (2) Details of the persons who will be directly involved in this business.
- (3) Specifics as to dates of experience and resulting profit and loss.
- (4) Any other experience in the field of aviation services for which this application is being made.

E. FINANCIAL STATEMENTS. Provide copies of current financial statements of the organization. Provide explanation(s) for any adverse or suspect information.

F. INSURANCE. Provide copies of certificates of insurance and/or bonds, as applicable to the operations. Explain any insurance deductibles or self-insurance scenarios. If not applicable, please annotate such.

G. STATE AUTHORIZATION. Provide proof of authorization to the organization to conduct (do) business in the State of Tennessee.

3. APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

The applicant(s) hereby acknowledge that any business endeavor operated within the premise of the Springfield-Robertson County Airport must receive approval and be permitted prior to its commencement. Any expenditures and/or commitments made by the applicant(s) prior to receipt of approval and a permit by the Airport Board is at the sole risk of the applicant(s).

The applicant(s) hereby attest that this supplemental application is complete and accurate and respectfully request the Airport Board consider all therein and to grant approval and permission to perform the specified aeronautical activity(ies) at the Springfield-Robertson County Airport.

Title _____ Date _____
Applicant _____
Signature _____
Printed Name _____

Title _____ Date _____
Applicant _____
Signature _____
Printed Name _____

Title _____ Date _____
Applicant _____
Signature _____
Printed Name _____

APPENDIX C

APPLICATION FOR TEMPORARY CASP

All persons who desire to establish a Temporary CASP operation to provide aviation-related services at the Springfield-Robertson County Airport must submit an application to do so with the Airport Manager and receive approval prior to commencing any business activity(ies) within the boundaries of the Airport. Duration of Temporary CASP permit cannot exceed more than 90 days without Airport Board approval.

DIRECTIONS. Complete each item on this form as thoroughly and accurate as possible. When necessary, attach additional explanatory materials. Let it be known and understood, the Airport Manager reserves the right to request additional information and supporting material as deemed necessary to satisfy prerequisites for approval.

1. APPLICANT INFORMATION

Applicant Name

As it shall appear on documents

Intended Status of Operations

<input type="checkbox"/>	Sole proprietorship/individual	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Limited Liability Company (LLC)	<input type="checkbox"/>	Joint Venture		
<input type="checkbox"/>	Other (explain) _____				

Street Address <small>As it shall appear on documents</small>					
City		State		Zip Code	
Phone Number		Alternate Number			
Fax Number		Email Address			
Billing Address <small>Check here if same as Address above <input type="checkbox"/></small>					
City		State		Zip Code	
Contact Name and Title		EIN Number			
Phone Number		Alternate Number			
Fax Number		Email Address			

BUSINESS OWNERSHIP INFORMATION

Owner _____	Phone Number _____	
Street Address _____		
City _____	State _____	Zip Code _____
EIN Number: _____	Insurance Company: _____	Insurance Number: _____

2. PROPOSED BUSINESS

A. **TYPE OF SERVICE** *Check all activities/operations proposed to be conducted. Please refer to the Springfield-Robertson County Minimum Standards*

Aircraft Support Services	Flight Operations	On-Demand Flying Services
<input type="checkbox"/> Aircraft Storage	<input type="checkbox"/> Air Carrier Operations	<input type="checkbox"/> Aircraft rental to the public
<input type="checkbox"/> Aircraft Painting	<input type="checkbox"/> Air Taxi Operations	<input type="checkbox"/> Flight School
<input type="checkbox"/> Aircraft Maintenance (major, minor and/or mobile)	<input type="checkbox"/> Transportation of Cargo	<input type="checkbox"/> Ground school or Flight Examiner
<input type="checkbox"/> Repair or reconditioning of used aircraft	<input type="checkbox"/> Transportation of Mail	<input type="checkbox"/> Aerial operations (ie. crop dusting)
<input type="checkbox"/> Aircraft parts sales	<input type="checkbox"/> Other (specify below)	<input type="checkbox"/> Corporate Flight Department
<input type="checkbox"/> Avionics sales, repair and/or installation		<input type="checkbox"/> Aircraft charter for any purpose
<input type="checkbox"/> Aircraft sales, leasing, and/or brokerage		<input type="checkbox"/> Aerial advertising
<input type="checkbox"/> Sale of aeronautical items and/or supplies (charts etc)		<input type="checkbox"/> Aerial photography or survey
<input type="checkbox"/> Aircraft Management		<input type="checkbox"/> Sightseeing flights
<input type="checkbox"/> Aircraft Detailing		
<input type="checkbox"/> Other (specify below)		<input type="checkbox"/> Other (specify below)

If 'Other' is checked above provide specifications here. _____

3. PERMIT DURATION

Duration: _____
Date From/Date To

Time: _____

Location: _____ Tenant Name: _____

4. APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

The applicant(s) hereby acknowledge that any business endeavor operated within the premise of the Springfield-Robertson County Airport must receive approval and be permitted prior to its commencement. Any expenditures and/or commitments made by the applicant(s) prior to receipt of approval and a permit by the Airport Board is at the sole risk of the applicant(s).

The applicant(s) hereby attest that this temporary application is complete and accurate and respectfully request the Airport Manager consider all therein and to grant approval and permission to perform the specified aeronautical activity(ies) at the Springfield-Robertson County Airport.

Title	_____	Date	_____
Applicant Signature	_____		
Printed Name	_____		

Staff Use Only

Application, Insurance and Permit reviewed by:

Airport Manager: _____

Signature: _____ **Date:** _____