

**Exhibit B**  
**Operators Agreement**

**Springfield-Robertson County Joint Airport Board**  
**Specialized Aviation Service Operators (SASO) Agreement**  
**with Company Name**

This Operator's Agreement, made and entered into as of the Day/Month/Year by and between the Springfield-Robertson County Joint Airport Board (SRCJAB), whose mailing address is 4432 Airport Road, Springfield, Robertson County, Tennessee 37172, party of the first part, and Company Name, whose mailing address is Company Address, hereinafter referred to as "Operator".

**Witnesseth**

Whereas, Operator has made a written proposal to the Airport Board in compliance with the application procedures set forth in the [Minimum Standards](#) for Specialized Aviation Service Operators (SASO) at the Springfield-Robertson County Airport (the "Minimum Standards") to continue various SASO Operations; and,

Whereas, the Airport Board has determined at a specially conducted meeting on Day/Month/Year, that the application is in compliance with the procedures set forth in the Minimum Standards, and after negotiations has accepted the application and subsequently voted to award the Operator the Specialized Aviation Service Operator's Agreement. The parties desire to set forth in writing the terms and conditions under which certain SASO operations may be conducted by Operator.

Now, therefore, in consideration of the foregoing and the mutual covenants hereinafter contained, the parties agree as follows:

**I. Terms**

The primary term of this agreement shall be for a term of number (#) years commencing on Day/Month/Year, and terminating at midnight on Day/Month/Year. At the end of the primary term, both parties may jointly determine to extend this agreement for an additional number (#) years based upon mutual agreement between them and upon terms to be agreed upon in writing before the end of the initial term. Operator agrees to give the SRCJAB written notice of at least ninety (90) days of its desire to enter into negotiations for an additional term. Nothing in this section shall be construed to be a unilaterally exercisable option or automatic extension of the primary term and conditions of this agreement. The term of this agreement shall run concurrently and not exceed any extension of the Commercial Lease Agreement.

**II. Premises**

The real estate and appurtenance to be leased to Operator by separate Lease Agreement herewith shall be utilized in connection solely with the operations hereby granted. Additionally, Operator shall have the nonexclusive use of all existing and future airport facilities, subject to the same restrictions imposed upon the public at-large.

### **III. Authorized Business and Service Standards**

Operator shall be permitted to provide only the following Specialized Aviation Service Operations at the Airport in accordance with the requirements of the [Minimum Standards](#) during the term of this agreement:

#### **a) SERVICE PROVIDED**

The Operator shall be an independent contractor and shall not be an agent, servant, or employee of the SRCJAB.

The Operator shall furnish good, prompt, and efficient service on a fair, reasonable, and nondiscriminatory basis. The Operator shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for the Operator.

Operator's compliance with the Minimum Standards and the Assurances shall be evaluated at least annually by the SRCJAB on each anniversary of each term of this agreement.

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

### **IV. Rents and Fees**

Lessee covenants and agrees to pay rent to the Lessor, at its office, without demand or prior notice, a monthly rental, payable on the tenth (10th) day of each month, and a proportional sum thereof for any partial month that the Lessee shall have possession. The monthly rental shall be at the rates described on Schedule 1 on the Lessee's Specialized Aviation Service Operators (SASO) Commercial Lease Agreement.

### **V. Fuel Purchases**

The SRCJAB agrees to sell aviation fuel to 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.

### **VI. Operations to Comply with Applicable Laws**

Operators shall fully and completely observe, obey, and comply with the Minimum Standards. Operator shall also observe, obey, and fully comply with all applicable federal, state, and local governmental rules and regulations related thereto. Operator shall also comply with all contracts previously entered into by the SRCJAB with the FAA and the State of Tennessee for the improvement and development of the airport including those assurances requires by public agency sponsors for Airport Improvement Programs.

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.

Operator shall maintain for public inspection current copies of the following documents:

- a) Full copies of all insurance policies, declaration sheets and evidence of the current payment of premiums as required of the Minimum Standards;
- b) Full copies of all licenses of both the Operator and all employees of the Operator.

## **VII. Environmental Protection Statutes**

The Operator shall accede to, abide by, and comply with all federal environmental protection regulations and appropriate Tennessee regulations (e.g., disposal of contaminants, 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 Section 17 of the Minimum Standards.

## **VIII. Termination**

The SRCJAB may provide written notice to Operator to cancel and terminate this agreement, in its entirety, upon or after the happening of any one or more of the following Events of Default:

- a) If the Operator shall make a general assignment for the benefit of creditors;
- b) If the Operator shall file voluntary or there shall be filed an involuntary petition in bankruptcy;
- c) If the Operator shall consent to the appointment of a receiver of all or substantially all of the Operator's property;
- d) If the Operator shall voluntarily abandon and discontinue its operation at the airport for a period of thirty (30) consecutive days;
- e) If any of the Operator's Lease(s) shall expire or terminate for any reason; This Operators Agreement may be terminated even if the Lessee is otherwise in compliance with this Operators Agreement in the event that the Operator's rights under the separate Lease Agreement have been terminated, such that a breach of either document constitutes a breach of both agreements with the possibility of termination of both agreements.
- f) If the Operator shall not have in full force and effect all insurance required by the terms of this agreement and Minimum Standards, as amended;
- g) If Operator does not have employees with current FAA licensure for the service being rendered;
- h) If the Operator fails to render money payments due or fails to comply with any covenants, terms and conditions or, the Minimum Standards or the Assurances and such default is not cured within (30) days after the date of such notice.

## **IX. Indemnification, Release, and Liability**

The Operator assumes all risk, and shall release, protect, defend, and indemnify, and save harmless the SRCJAB, its officers, agents and employees, from and against any and all liability, claims, causes of action,

losses, costs, expenses, and/or demands by, or on behalf of, any person, firm, or corporation arising out of the Operator's use, occupancy, and conduct of business, or from any work or activity whatsoever done by the Operator, its agents, servants, or employees during the term of the Operator's Agreement.

The SRCJAB shall not be liable for any damages to fixtures, equipment, contents, or furnishings of the Operator caused by fire or any hazard, regardless of the nature or cause of such fire or other hazard, and Operator does hereby expressly release the SRCJAB from all liability for any such damages.

Operator shall, at all times, be regarded as an independent contractor and shall not at any time act as an agent for the SRCJAB.

## **X. Notices**

All notices or demands provided for or which may be given by either party to the other under the terms of this Operator's Agreement shall be in writing, signed by the party giving the notice or making the demand, and shall be deemed validly served or delivered upon physical delivery or facsimile, or upon deposit in the United States mail, registered, return receipt requested, postage and registration fees prepaid, addressed as follows:

Springfield-Robertson County Joint Airport  
Board 4432 Airport Road  
Springfield, Tennessee 37172

**Owners Name**, Operator

**Business Name**

**Business Address**

## **XI. Assignment**

This Operator's Agreement shall not be assignable by the Operator, in whole or in part, nor shall Operator allow or permit another person, corporation, company, or entity to perform any right or undertake any duty permitted to the Operator by this Operator's Agreement, unless approved by the SRCJAB, which approval shall be in the sole discretion of the Airport Board. Such approval shall not be required if any SASO operation permitted hereby is undertaken by **Business Name**. Transfers to those other than **Business Name**, their spouse, or children shall be deemed an assignment requiring the approval of the Airport Board.

## **XII. Applicable Law**

The terms and provisions of this Operator's Agreement shall be interpreted in accordance with the laws of the State of Tennessee. In the event of any dispute between the parties, exclusive venue for such dispute shall be in the State Courts in Robertson County, Tennessee.

## **XIII. Proper Authority**

The Operator represents and warrants that the officers executing this Operator's Agreement on behalf of the Operator have full power and authority to do so.

## **XIV. Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

## **XV. Subordination**

This Operators Agreement is subject and subordinate to the following agreements:

- a) During any time of war or national emergency, the Lessor shall have the right to provide use and possession of the landing area or any building or any part thereof of said airport to the United States Government for governmental use, and if such agreement is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of said agreement to the United States Government shall be suspended.
- b) This Lease is and shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States of America relative to the operation or maintenance of said Springfield-Robertson County Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of federal funds for the development of the Springfield-Robertson County Airport.
- c) The Lessor specifically reserves the right to further develop or improve the aircraft movement areas, buildings, or any facilities of the airport as it sees fit, regardless of the desire or views of Lessee and without interference or hindrance, and further reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, including the right to prevent Lessee from modifying any leased structure upon the airport or within the obstruction limits of said airport establishment by the FAA and/or the Division of Aeronautics of the State of Tennessee which in the opinion of the Lessor would limit the utility of the airport or constitute a hazard to aircraft.
- d) This Operators Agreement does not represent or imply exclusive rights to the airport.

Springfield-Robertson County Airport

Business Name

By: \_\_\_\_\_  
Name, Chairman

By: \_\_\_\_\_  
Owners Name

Date Signed \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Owners Name

Title: \_\_\_\_\_

Date Signed \_\_\_\_\_