Minimum Standards for Commercial Activities at the University of Oklahoma-Max Westheimer Airport (OUN)

Approved by the University of Oklahoma

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Dated: 5/14/12

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REVISIONS

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Minimum Standards for Commercial Activities at the University of Oklahoma-Max Westheimer Airport (OUN)

A. INTRODUCTION

1. Preamble—The University of Oklahoma (hereinafter "University") owns and operates the University of Oklahoma-Max Westheimer Airport (hereinafter the "Airport"). As a condition of accepting federal funding grants through the Federal Aviation Administration’s (FAA) Airport Improvement Program (AIP), the University is obligated to comply with the Airport and Airway Improvement Act of 1982; Title 49 United States Code (USC), section 47107, et. seq.; the AIP Sponsor Assurances; FAA Advisory Circular (AC) 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, as amended; and the Surplus Property Act of 1944, as amended, to operate, maintain and expand the Airport for the public’s benefit and to make the facility available to varying types of commercial activities.

The following policies and guidelines (hereinafter the “Minimum Standards”) are applicable to a person or persons, partnership, company, trust or corporation (hereinafter the "Operator"), providing and engaging in one or more commercial activities at the Airport. These Minimum Standards are not intended to be all-inclusive. Therefore, the Operator will be subject to all applicable federal, state, and local laws, codes, ordinances, and/or Federal Aviation Regulations (FAR), including the Airport’s Rules and Regulations, pertaining to all such services and to the terms of its License to conduct business at the Airport.

A written agreement in the form of a specifically authorized lease, sublease, permit or written temporary permission (hereinafter the “License”), properly executed by the University and the Operator, is a prerequisite to conduct commercial activities at the Airport. Provisions of the License must be compatible with the Minimum Standards in effect at the time of issuance or as later amended and will not change or modify the Minimum Standards. Furthermore, these Minimum Standards are deemed to be included as part of all Licenses to conduct commercial activities at the Airport. The University reserves the right to amend and/or modify these Minimum Standards from time-to-time as deemed necessary by the University to reflect current economic, operational and market conditions associated with commercial activities to be conducted at the Airport.

2. Authority—Grant Assurance 22, Economic Nondiscrimination, of the AIP Sponsor Assurances, provides that the University may establish such reasonable, and not discriminatory, conditions to be met by all Operators conducting commercial activities at the Airport that are necessary for the safe and efficient operation of the Airport. The University may also prohibit or limit any type of commercial activity at the Airport if such action is deemed necessary for the safe operation of the Airport or determined to be necessary to serve the civil aviation demand of the general public and/or Airport users.

3. Intent and Purpose—These Minimum Standards were established taking into consideration 1) the current market served by the Airport within Oklahoma City
Metropolitan Statistical Area, City of Norman, Cleveland County and the Central Oklahoma region; 2) the role of the Airport as a Reliever Airport within the state and national air transportation systems; 3) the level and quality of aviation services provided at the Airport; and 4) the prospects of attracting new businesses and providing new and enhanced General Aviation goods and services at the Airport.

The adoption and implementation of these Minimum Standards is expected to result in the following:

a. Encouragement and/or promotion of the health, safety and welfare of the general public and Airport users;

b. Continued financial self-sufficiency of the Airport;

c. Orderly development of Airport property;

d. Delivery of high quality general aviation goods and services to Airport users;

e. Enhanced level of safety for tenants, Operators and Airport users;

f. Establishment of clear and concise guidelines of services provided by commercial Operators; and

g. Promotion of fair business competition among commercial Operators and to ensure that Operators are treated fairly and not subject to unjust discrimination.

B. STATEMENT OF POLICY

1. As the Sponsor of a federally obligated airport, the University, in establishing these Minimum Standards, agrees to grant the Operator the opportunity to engage in commercial activities so long as the Operator complies with policies and guidelines established in the Minimum Standards. Compliance with these Minimum Standards is mandatory for all Operators conducting commercial activities at the Airport. The University encourages Operators to exceed the “minimum” policies and guidelines established in the Minimum Standards. Operators will not be allowed to conduct activities on the Airport that do not meet the required “minimum.”

The University’s purpose in establishing Minimum Standards is to ensure that the general public and Airport users are provided safe, efficient and adequate access to general aviation goods and services. Application of these Minimum Standards shall be fair, reasonable, not discriminatory and will be carried out in an objective and uniform manner. Furthermore, compliance with the Airport’s Minimum Standards will be made part of the Operator’s License with the University to conduct commercial activities at the Airport. A copy of these Minimum Standards shall be provided to the Operator upon issuance of a License by the University.

The following statements reflect the University’s general policy regarding commercial activities conducted at the Airport by Operators.
a. The University reserves the right to adopt and enforce any and all laws, statutes, ordinances, rules, codes and/or federal regulations pertaining to commercial activities conducted at the Airport.

b. The University reserves the right to designate areas located on the Airport, in accordance with the Airport Master Plan and/or Airport Layout Plan, in which specific commercial activities may be conducted. 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.

c. An Operator may self-fuel and/or otherwise maintain, repair, clean, store, secure and perform miscellaneous services on its own aircraft by its own employees with resources provided by the Operator. Self-service activities must comply with all applicable local, state and federal laws and regulations. Furthermore, any person possessing a valid pilot certificate issued by the FAA shall be allowed to perform specific types of preventive maintenance on any aircraft owned or operated by the pilot provided the activity is conducted in a safe manner.

d. An Operator will not be granted Exclusive Rights to conduct commercial activities at the Airport. Granting of a License to an Operator shall not be construed as affording an exclusive right to conduct commercial activities and/or provide services at the Airport.

e. If at any time there are more applicants to provide a particular commercial activity than there is space and/or demand at the Airport for such activity, the University reserves the right to select an Operator through a competitive solicitation process or request for proposal. This policy statement shall only apply to new applicants and not Operators already conducting commercial activities at the Airport.

f. Should an Operator conduct multiple commercial activities at the Airport, the Operator will be required to meet the appropriate Minimum Standards for each commercial activity being conducted and/or service being offered. Furthermore, it will be the Operator’s responsibility to demonstrate to the University that the commercial activities are in compliance with these Minimum Standards.

g. The University reserves the right to authorize ‘through-the-fence’ operations to the extent allowed by FAA AC 150/5190-7, as amended, and FAA Order 5190.6B, FAA Airport Compliance Manual. Policies and guidelines applicable to through-the-fence operations can be referenced in Section H, Off-Airport Access, of these Minimum Standards.

2. The following administrative provisions are made applicable to the Operator in the establishment, application and enforcement of the Airport’s Minimum Standards.

a. Written Agreements—An Operator shall not conduct commercial activities at the Airport without a valid License. Application for a License to conduct commercial activities at the Airport shall follow the prescribed guidelines of
Section C. Application Process which includes supporting documentation of the commercial activity to be conducted. These Minimum Standards shall apply to all Licenses approved by the University.

b. New Commercial Activities—Any commercial activities for which there are no specific Minimum Standards shall be subject to the appropriate minimum standards for the activity or activities contemplated and will be established between the University and Operator at the time of application. The newly developed minimum standards shall be amended to these Minimum Standards and made part of the Operator’s License.

c. Variances—The University reserves the right to authorize variances from these Minimum Standards. The Airport Administrator, acting under the authority of the University, shall also be granted the authority to authorize variances from these Minimum Standards. Variances may include waiving or modifying certain policies and guidelines for good cause. The University, at its sole discretion, may also require an Operator to meet additional minimum requirements to conduct commercial activities for good cause. Furthermore, the University reserves the right to waive or modify any portion of these Minimum Standards for the benefit of any local, state or federal government agency performing public service, fire firefighting, law enforcement or military operations. Approved variances shall not adversely affect the authority, intent, purpose and/or policies contained within these Minimum Standards.

d. Amendments—The University, in its sole and absolute discretion, reserves the right to amend and/or modify these Minimum Standards from time-to-time as deemed necessary. Notice of amendments to these Minimum Standards shall be provided to all Operators in a timely manner and include identification of the policy and/or guideline to be amended, revised or excluded.

e. Interpretation and Enforcement—The Airport Administrator, acting under the authority of the University, shall be responsible for interpreting and enforcing these Minimum Standards. Decisions of the Airport Administrator may be appealed directly to the University’s Executive Vice President and Vice President of Administration and Finance for the Norman Campus. Furthermore, the Airport Administrator reserves the right to conduct periodic inspections and/or audits to ensure compliance with these Minimum Standards, as well as all applicable federal, state, and local laws, codes, ordinances, and/or FARs.

f. Severability—In the event that any of the adopted policies or guidelines made part of these Minimum Standards is held invalid or unenforceable by a court of competent jurisdiction, or is determined to create the potential for violation of the FAA’s Sponsor Assurances by the University, such holding or determination shall not invalidate or render unenforceable any other provision contained herein.

g. Violations and Appeals—The Airport Administrator, acting under the authority of the University, may take appropriate administrative action such as removal, dismissal, exclusion or eviction of any Operator who violates these Minimum Standards or applicable local, state and federal laws or regulations. Any
Operator that violates these Minimum Standards, laws or regulations will be notified of the violation, in writing, and given a reasonable time, not to exceed 30 days, to cease the violations and become compliant herewith. Failure to do so or if, in the Airport Administrator’s judgment, the Operator creates or contributes to a situation that threatens to pose a danger or hazard to people, property and/or airport operations, the Airport Administrator shall have the right to take direct administrative action, including without limitation, suspension, revocation or termination of the Operator’s License and shall notify the Operator, in writing, of any such action taken. An Operator may appeal the Airport Administrator’s determination directly to the University’s Executive Vice President and Vice President of Administration and Finance for the Norman Campus, if made in writing within 10 business days of receipt of the notice of action taken.

h. Indemnification—To the fullest extent permitted by Oklahoma law, Operators shall indemnify, defend and hold harmless the University, its Regents, officers, agents, employees shareholders, family, servants or visitors from and against all liability for damages, suits, claims, actions, losses and costs for personal injury or death or for property damage or loss to the extent arising out of, or resulting from, the Operators’ activity, acts or failures to act while upon Airport property, and shall pay all expenses in defending any claims against the University by reason of the Operator’s tenancy and activity.

C. APPLICATION PROCESS

1. Procedure—Prior to the approval of a License to conduct commercial activities at the Airport, the Operator must submit a detailed description, in writing, of the scope of the intended operation; financial and managerial responsibility and capability; experience of the Operator and key employees to conduct the proposed activities; and any additional information requested by the University. The University further reserves the right to waive and/or modify any of the following application documentation requirements.

2. Supporting Documentation—The Operator shall provide such information and documentation as the University reasonably requires including, but not limited to:

a. The name, address, telephone number, and any additional contact information appropriate for the Operator;

b. The founding documents of the Operator’s business organization (e.g., charter, registration, Bylaws, Articles of Incorporation, Articles of Organization, Certificate of Limited Partnership, Partnership Agreement) as may be applicable;

c. The requested or proposed date for commencement of the service and the term of conducting the same;

d. The commercial activity and/or services to be offered;
e. The amount, size and location of any land to be leased which must be in compliance with the Airport’s current FAA-approved ALP;

f. The number and type(s) of aircraft to be provided and/or maintained, if applicable;

g. The number of persons to be employed (including the names and qualifications of each manager or supervisor or other key personnel);

h. The hours of proposed operation;

i. FAA Certificates and/or Licenses held for proposed activities and/or services (include type and certificate number); and

j. Acknowledgment of the appropriate insurance requirements and/or a Certificate of Insurance for the contemplated commercial activity and/or service as set forth in Section D, paragraph 13, Insurance.

3. Financial and Managerial Responsibility and Capability—The Operator shall demonstrate to the University evidence of its financial responsibility from a recognized financial institution, bank, trust company or from such other source acceptable to the University and readily verified through normal banking channels. The Operator shall also demonstrate financial capability to initiate operations, to construct proposed improvements and to provide working capital to carry out the contemplated commercial activities and/or services. The Operator shall also demonstrate financial and managerial capability to conduct commercial activities which includes a cash flow analysis (showing profit and loss projections) for the first five years of operation.

4. Experience of the Operator and Key Personnel—The Operator shall furnish the University with a statement of past experience describing the managerial ability of the Operator and its principals, managers, supervisors and other key employees in providing the proposed commercial activity and/or services. If the proposed business is new, the Operator will provide the University with the pertinent experience and resumes of its managers, supervisors and other key employees engaged in the management and operation of the proposed activities.

5. Denial of Application—The University will process the application for a License and shall not unreasonably deny and/or unnecessarily delay consideration of the application. A temporary delay to implement a competitive solicitation process or request for proposal to select an Operator shall not be considered unreasonable. Grounds for denial of an application include, among other reasons that ensure or affect the lawful, safe, orderly and efficient operation of the Airport, the following:

a. Failure of the applicant to meet, for any reason, the required policies and guidelines established by these Minimum Standards;

b. The proposed commercial activities or development would create a safety hazard at the Airport;
c. Approval of the application would require the University to expend funds, or supply labor or materials, in connection with the proposed commercial activity or operation that the Airport is unable or unwilling to spend or supply, or the proposed activity or operation will result in a financial loss to the Airport;

d. No appropriate, adequate, or available land, space, or building exists at the Airport to accommodate the entire operation(s) of the applicant at the time of application, and none is contemplated to be available within a reasonable time thereafter;

e. The proposed activities and or development contained in the application are not compatible and/or consistent with the Airport’s Master Plan or Airport Layout Plan;

f. The proposed activity, operation, development or construction would create congestion for aircraft or buildings, or result in undue interference with the operations of another Operator at the Airport and/or any Airport user;

g. The applicant or any of its principals and/or officers made false and/or misleading statements in the course of applying for a License that they knew or should have known were false and/or misleading, or has failed to make full disclosure within submitted supporting documents;

h. The applicant, or any officer, director, employee or key personnel has a history and/or record of a) violating the laws, rules, statutes and/or Minimum Standards applicable to the Airport or any other airport, including but not limited to FARs; b) defaulting in the performance of a lease, License, permit or similar agreement at the Airport or any other airport, or c) conviction of a felony or misdemeanor;

i. Inability of the applicant to provide the required fiduciary performance and other bonds, security deposits, or other acceptable surety in the amount required by the University for the proposed operation, activity or development;

j. The inability or failure of the applicant to provide the appropriate insurance coverage for the proposed operation, commercial activity and/or service; and

k. The applicant has not submitted adequate information supporting the proposed commercial activity and/or service outlined in Section C, paragraph 2, Supporting Documentation.

An Operator whose application for a License has been denied by the University, or Airport Administrator, acting under the authority of the University, may appeal the determination directly to the University’s Executive Vice President and Vice President of Administration and Finance.

D. REQUIREMENTS APPLICABLE TO ALL OPERATORS

The following policies and guidelines apply to all Operators conducting commercial activities at the Airport. Minimum Standards specific to each type of operation and/or
commercial activity is referenced in Section E, Fixed Base Operator (FBO), Section F, Specialized Aviation Service Operator (SASO) and Section G, Single Service Operator (SSO), of these Minimum Standards.

1. Rules and Regulations—Operators shall abide by the Airport’s Rules and Regulations established by the University to ensure the safe, orderly and efficient operation of the Airport. Furthermore, Operator shall comply with all local, state and federal laws and regulations, including applicable FARs.

2. Experience and Background—Operators shall demonstrate their respective experience, background and financial capability to conduct commercial activities at the Airport in accordance with Section C of these Minimum Standards.

3. Combined Operations and Subleases—Operators may not operate themselves or sublease/assign to another, any business or other operation on the Airport for purposes that are incompatible with the Operators’ contracted commercial operations at the Airport or, in University’s sole and absolute discretion, inconsistent with the University’s operation of the Airport. Operators who desire to sublease space to another operator and/or applicant at the Airport must meet all reasonable University requirements, including but not limited to:

   a. Prior to subleasing space to another operator and/or applicant, the Operator must obtain the written permission of the University, which permission may be withheld at University’s sole discretion;

   b. The subleasing applicant shall submit an application in accordance with Section C of these Minimum Standards and receive written approval from the University to conduct the proposed commercial activity;

   c. The Operator and subleasing applicant shall mutually abide by the appropriate minimum insurance requirements, as specified in Paragraph 13, Insurance, to conduct the proposed commercial activity; and

   d. The combined operation and/or sublease shall comply with Sections E and F of these Minimum Standards, as applicable and allowed by the University.

4. Hours of Operation—Operators shall maintain appropriate hours of operation to meet reasonable public demand for the commercial activity and/or services offered at the Airport.

5. Personnel—Operators shall employ and have on duty trained personnel in such numbers and with such certificates and ratings as are required to meet reasonable public demand for the commercial activity and/or services offered at the Airport during the Operators’ hours of operation. Operators’ personnel shall also be neat, courteous and wear appropriate dress and/or uniforms applicable to the commercial activity and/or services offered. Furthermore, Operators shall employ a qualified on-site manager and assistant manager to be present during the Operators’ hours of operation.
6. Fees, Rates and Charges—Operators' fees, rates and changes shall be applied and collected in a fair and reasonable manner that does not discriminate against any Airport user.

7. Environmental Compliance—Operators shall comply with all applicable environmental laws, procedures (including, but not limited to, the Storm Water Pollution Prevention Plan [SWPPP] and Spill Response Plan) and accepted environmental best management practices (BMP). Operators shall not use or store hazardous materials on or at the Airport except as reasonably necessary in the course of the Operator's licensed activities at the Airport, and then only if such hazardous materials are properly labeled and contained. Copies of all applicable Material Safety Data Sheets (MSDS) for all hazardous materials stored at the Airport shall be maintained on site, shall be current at all times, and up to date copies thereof provided to the University and City of Norman Fire Department. Furthermore, the Operator shall not discharge, release, or dispose of any hazardous materials on the Airport, on local lands or within any local bodies of water.

Operators shall immediately notify the City of Norman Fire Department and the University Fire Marshal's Office (405.325.2983) of any fuel and/or hazardous material spills, releases or discharges at the Airport and promptly abate, remediate and remove any contamination. Reporting of spills, releases and/or discharges of hazardous materials by the Operator at the Airport is the sole responsibility of the Operator. The Operator shall also provide the University with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport or any alleged material noncompliance with applicable environmental laws by the Operator at the Airport within 10 days after such documents are generated or received by the Operator. The University shall, at any time, have the right to enter the Operator's premises to inspect, take samples for testing and otherwise investigate the premises for the presence of hazardous materials. Inspections normally will be coordinated with the Operator and scheduled during regular business hours, if practical.

Should the Operator use, handle, treat or store hazardous materials at the Airport, the Operator shall have an agreement with a waste transport or disposal company, approved by the Oklahoma Department of Environmental Quality (ODEQ), to identify and retain contractors to assist with spill response and to facilitate waste identification, transport, and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Operator and made available to the University for review upon request.

The Operator shall indemnify, defend and hold the University harmless from and shall be liable for and responsible to pay all environmental claims, costs, expenses and penalties that arise out of, or are caused in whole or in part, from the Operator's use, handling, treatment, storage, disposal, discharge, or transportation of hazardous materials on or at the Airport; the violation of any environmental law by the Operator; or the failure of the Operator to comply with this section. Should the University incur any costs or expenses (including attorney, consultant, and expert witness fees) arising from the Operator's use, handling, treatment, storage, discharge, disposal or transportation of hazardous materials on the Airport, the Operator shall reimburse the University for such costs upon demand and without delay.
8. Access, Security and Right-of-Entry—Operators shall control access to the Airport and maintain security to prevent unauthorized access to the Airport Operations Area including the Aircraft Movement Area and Non-Movement Area. The University reserves the right to install security devices in or on Operators’ premises as it deems necessary, at the University’s expense. Operators shall provide access to University staff, or its contractors, in the installation of security devices. Installation will be scheduled, in advance, between the University and Operator at a mutually beneficial time. Any devices installed shall not deny access to an Operator’s employees without the concurrence of the Operator. Furthermore, the University reserves the right to enter each Operators’ premises for any lawful purpose, provided that such entry does not unreasonably interfere with the Operator’s activities or services.

9. Facility Development—Operators who desire to construct new facilities at the Airport shall meet all reasonable University requirements and conditions, including but not limited to:

a. The Operator shall provide the minimum facility requirements as provided within Sections E, F and G of these Minimum Standards;

b. Operators’ facilities shall be located in those areas on the Airport specified for such use in accordance with the Airport’s Master Plan and/or Airport Layout Plan;

c. Operators’ facilities shall conform to all applicable statutes, ordinances, building codes, Rules and Regulations of the Airport, FARs, including Part 77, Objects Affecting Navigable Airspace, and other such rules or agencies with administrative jurisdiction over the Airport. Furthermore, conformity and/or compliance with all requirements of this section shall be the sole responsibility of the Operator;

d. Construction plans and specifications of the Operators’ facilities must be approved in writing by the University before construction commences to ensure compliance with these Minimum Standards and other applicable University policies, rules and regulations;

e. Upon completion of construction of new facilities, Operator shall provide the University with a complete set of detailed final plans, specifications and record drawings of the improvements as constructed;

f. Construction of new facilities shall be compatible with the design, materials, landscaping and aesthetics guidelines established as part of the University’s campus master plan, as amended; and

g. New construction of structures on the Airport and improvements or modifications made thereto shall become the property of the University upon termination and/or expiration of the Operator’s License.

10. Facility Improvements—Operators who desire to improve existing at the Airport shall meet all reasonable University requirements and conditions, including but not limited to:
a. The Operator shall provide the minimum facility requirements as provided within Sections E, F and G of these Minimum Standards;

b. Operators' shall not make any improvements or modifications to its facilities or adjacent airport property without prior written approval from the University;

c. Before any improvements or modifications to facilities can be initiated, Operators shall submit detailed construction plans and specifications to the University for review and approval to ensure compliance with these Minimum Standards, and other applicable University policies, rules and regulations;

d. Operators' facility improvements shall conform to all applicable statutes, ordinances, building codes, Rules and Regulations of the Airport, FARs, including Part 77, and other such rules or agencies with administrative jurisdiction over the Airport. Conformity and/or compliance with all requirements of this section shall be the sole responsibility of the Operator;

e. Upon completion of the facility improvements, the Operator shall provide the University with a complete set of detailed final plans, specifications and record drawings of the improvements as constructed;

f. Improvements or modifications made to buildings or structures on Airport property shall become the property of the University upon termination or expiration of the Operator's License; and

g. Improvements or modifications made to buildings or structures on Airport property shall be compatible with the design, materials, landscaping and aesthetics guidelines established as part of the University's campus master plan, as amended.

11. General Maintenance—Unless otherwise provided for in its License, Operators shall, at their own cost and expense, maintain, repair, and keep in good condition all facilities on the premises including:

a. Operators shall maintain all landscaping, lawn, grounds, greenbelts, pavement, lighting, and equipment on the premises. Trees and shrubbery located on the premises shall not limit the visibility for automobile and/or aircraft movement;

b. Operators shall maintain, in a good, working and workmanlike manner, the interior and exterior of all structures on the premises including electrical, mechanical, HVAC systems, plumbing, fire protection systems, roofs, floors, doors, walls, metal siding, paint, hangar doors, weather stripping and glass;

c. Operators shall clean debris and trash from driveways, taxiways, taxilanes, aprons, lawn, grounds, greenbelts and sidewalks to maintain unobstructed access to the premises at all times for authorized personnel, Airport users and emergency vehicles;

d. Operators shall not store any items on the exterior of the hangars and/or buildings on the premises without the prior written consent from the
University. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components shall not be parked, stored or left standing on the premises for a period in excess of thirty (30) days. If this period will be exceeded, prior written consent from the University will be required;

e. Operators shall install and maintain hand-held fire extinguishers in the interior of all buildings, aircraft aprons, tie-down areas and fuel storage areas, pursuant to applicable fire and safety codes; and

f. Operators shall not permit any action on the premises that has an adverse effect on, or interferes with the proper function of, any drainage system, sanitary sewer system or any facility installed for the protection or operation of the Airport;

g. Operators shall provide necessary arrangements for sanitation, handling and disposal of all refuse from the Airport in a timely manner to prevent overflowing. Trash and/or garbage receptacles located on the premises shall not be visible from any off-Airport public streets or roadways and shall be kept clean and sanitary at all times; and

h. Operators shall ensure the necessary utility meters are installed as required by utility service providers including, but not limited to, electrical, water, wastewater, natural gas, telephone, internet, cable and satellite services. Furthermore, Operators shall be responsible for the maintenance and repair of all utility service lines and fixtures on the premises to the extent the utility service provider will not perform such maintenance or repair.

12. Motor Vehicles on Airport—No vehicles except authorized University vehicles, Airport operations vehicles, FAA vehicles or emergency vehicles shall be permitted within the Airport Operations Area without the approval of the Airport Administrator. All vehicles operating in the Aircraft Movement Area shall be equipped with functioning two-way radios capable of communicating with the OUN Airport Traffic Control Tower (ATCT). Vehicles not equipped with two-way radios may enter the Aircraft Movement Area provided that such vehicle is escorted at all times by an authorized escort vehicle having radio contact with the ATCT.

Operators are permitted to make arrangements for the transportation of pilots and passengers of transient general aviation aircraft using the Operator’s facilities and/or services to and from the Operator’s aircraft tie-down area(s) and/or other areas on the Airport provided that the vehicles do not enter the Aircraft Movement Area. Operators providing transportation of its customers with motor vehicles driven on the Airport shall do so in accordance with the Airport’s Rules and Regulations and applicable federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures now in existence or hereafter modified or amended. Vehicle operators must have a valid state vehicle operator’s license of the class needed for the vehicle being operated and evidence of insurance, as required by local and state law as well as these Minimum Standards and the Airport’s Rules and Regulations, to operate a vehicle on the Airport. Operators take full responsibility and assume all liability for the actions of any party, supplier, member, agent, or individual that the Operator and/or University allow within the Airport Operations Area. Operators
granted a non-exclusive License to park and service aircraft within a defined aircraft parking apron area are prohibited from traveling outside the general aviation apron area without ‘follow-me’ escort vehicles.

Operators shall provide sufficient automobile parking facilities on its premises to accommodate employees and/or customers with no on-street parking. Furthermore, vehicles used by Operators within the Aircraft Movement Area shall be painted, marked and equipped with flashing lights and bear appropriate identification designating the Operator by whom the vehicle is owned. Markings, paint, identification and lights shall be displayed in a manner acceptable to the University.

13. Insurance—Operators shall maintain appropriate insurance coverage during the terms of a License based on the activity and/or service provided at the Airport, including, but not limited to, policy types and limits indicated in the Schedule below.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Policy Minimums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Liability and Property Damage (Premises Liability)*</td>
<td>$1,000,000 per occurrence; $1,000,000 aggregate</td>
</tr>
<tr>
<td>Hangarkeeper’s Liability**</td>
<td>$500,000 per aircraft; $1,000,000 aggregate (all aircraft)</td>
</tr>
<tr>
<td>Aircraft Liability</td>
<td>$1,000,000 per occurrence; $1,000,000 aggregate; $500,000 per passenger; $500,000 per student; $500,000 per renter</td>
</tr>
<tr>
<td>Products and Completed Operations Liability ***</td>
<td>$2,000,000 per occurrence; $2,000,000 aggregate</td>
</tr>
<tr>
<td>Products and Completed Operations Liability for the Sale of Aircraft</td>
<td>$2,000,000 per occurrence; $2,000,000 aggregate</td>
</tr>
<tr>
<td>Products and Completed Operations Liability for Repair and Services and Parts Not Installed</td>
<td>$1,000,000 per occurrence; $1,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability****</td>
<td>$1,000,000 per occurrence;</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>$500,000 per occurrence; $500,000 per employee; $500,000 disease policy limit</td>
</tr>
<tr>
<td>Environmental Liability</td>
<td>$1,000,000 per occurrence; $1,000,000 aggregate</td>
</tr>
</tbody>
</table>

(*) Includes bodily injury and/or property damage occurring on Operator’s premises.
(**) For Operators having care, custody and control of aircraft not owned by the Operator.
(***) For Operators offering fueling services in addition to other activities.
(****) Comprehensive auto liability for owned, non-owned and for-hire vehicles operated at the Airport.

Furthermore, insurance policies shall be issued by insurers licensed to do business in the State of Oklahoma and have a Best’s financial rating of A-VII or better. Furthermore, Operators’ Certificate of Insurance shall include the following provisions:
a. The University, its officers, agents, employees, and/or visitors shall be named as additional insureds;

b. Insurance coverage shall not be cancelled, changed or limits reduced without prior written notice to the University at least 30 days prior to cancellation, change or reduction of limits of the insurance;

c. An Operator shall not cancel, change or reduce the limits of the Operator’s insurance coverage within 30 days of the effective date of the Operator’s insurance policy;

d. Operators whose insurance coverage is cancelled, changed or limits reduced shall have 30 days in which to have coverage reinstated or provided through an approved insurance carrier. Operators whose insurance is cancelled or dramatically reduced should not be allowed to conduct any activities until satisfactory evidence is produced showing that they have adequate coverage as required hereunder. They should not be permitted to operate without insurance coverage; and

e. Operators who do not maintain the appropriate insurance coverage as required herein at all times during the term of their License to conduct commercial operations shall be considered in violation of these Minimum Standards and subject to immediate suspension and/or revocation of its License by the University.

Operators shall provide the University with a copy of the Operator’s Certificate of Insurance and/or policy(s) of insurance upon request.

E.  FIXED BASE OPERATOR (FBO)

1. Statement of Concept—A Fixed Base Operator (FBO) provides a wide-range of essential and specialized general aviation goods and services to Airport users. Minimum levels of services are established to ensure that basic needs for aircraft owners, pilots, passengers and Airport users are provided for.

2. Services Provided—General aviation goods and services offered by an FBO generally include the following:

   a. Aircraft Line Services such as:
      • Aircraft Fueling and Lubrication
      • Aircraft Parking and Tie-Downs
      • Aircraft Loading, Unloading and Towing
      • De-Icing and Engine Preheating
      • Food Catering Services
      • Strut and Tire Inflation
      • Oxygen
      • Lavatory Cart Service

   b. Airframe and Powerplant Maintenance and Repair;

   c. Flight Training;

   d. Aircraft Rental;
e. Aircraft Storage;
f. Ancillary Pilot and Passenger Services; and
g. 24-Hour Self-Service Fueling.

An FBO Operator may conduct airframe and powerplant maintenance and repair, aircraft rental and flight training directly or enter into an agreement with a University-approved Specialized Aviation Service Operators (SASO) identified in Section F of these Minimum Standards to conduct such activity and/or to provide such service. An FBO Operator may also conduct additional commercial activities identified in Section F including those activities highlighted above as well as aircraft sales, aircraft charter and air taxi service, specialized commercial flying services, mobile aircraft washing/detailing services and 24-hour self-service fueling upon meeting all minimum standards for the specified commercial activity.

3. Minimum Requirements—Operators shall meet the applicable requirements set forth in Section D as well as those pertaining to minimum facility requirements which include, among other requirements that ensure or affect the lawful, safe, orderly and efficient operation of the Airport, the following:

a. Terminal/Office Space: An FBO Operator shall maintain office space of sufficient size to accommodate reasonable demand and shall abide by applicable building codes and regulations. Basic pilot and passenger amenities shall include telephone, restrooms, flight planning, departure lounge/lobby area, as well as conference and/or office space.

b. Leased Premises: An FBO Operator shall lease an amount of land necessary to accommodate reasonable public demand.

c. Aircraft Tie-Downs: An FBO Operator shall have available sufficient tie-down space and maneuvering area necessary to accommodate reasonable transient and local aircraft demand.

d. Aircraft Hangars: An FBO Operator shall have available sufficient enclosed hangar storage space necessary to accommodate reasonable transient and local aircraft demand.

e. Equipment: An FBO Operator shall have available sufficient equipment necessary to accommodate reasonable demand to provide line services to large and small piston and turbine powered aircraft including, but not limited to, the following:

- Ground Power Starting Unit (GPU)
- Fire Extinguishers
- Oxygen and Water Carts
- Compressed Air
- Towing Equipment (Tug and Tow Bars)
- Washing and Cleaning Supplies
- Aircraft Lavatory Cart
- Hydraulic Jacks
- Equipment to Recover Disabled Aircraft
f. Fuel Storage Capabilities: An FBO Operator shall have available sufficient fuel storage facilities and capabilities necessary to accommodate reasonable public demand for 100LL aviation gasoline (100LL) and Jet A fuel.

4. Hours of Operation—An FBO Operator shall be open to the public seven (7) days per week, from 6:00 a.m. to 10:00 p.m. Hours of operation to conduct any additional commercial activities identified in Section F shall be sufficient to accommodate reasonable public demand.

5. Personnel—An FBO Operator shall be on-call 24 hours per day with after hour response times of one hour or less. Furthermore, an FBO Operator shall employ managerial and line staff necessary to accommodate reasonable public demand as set forth in Section D, paragraph 5, Personnel.

6. Insurance—An FBO Operator shall provide the University evidence of appropriate insurance coverage and policy minimums prior to conducting FBO activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to an FBO Operator includes the following:

   a. Comprehensive Liability and Property Damage (Premises Liability);
   b. Hangarkeeper’s Liability;
   c. Products and Completed Operations Liability;
   d. Workers Compensation;
   e. Environmental Liability; and
   f. Automobile Liability.

7. Fueling Operations—An FBO Operator shall assume full liability in conducting fueling operations at the Airport including training of line service and fueling personnel, operational safety, facility maintenance, fuel truck operations and installation of new fuel facilities. Furthermore, the University reserves the right to inspect an FBO Operator’s fuel storage facilities and equipment, permits, licenses, training documents and personnel certifications to ensure compliance with these Minimum Standards as well as the Operator’s Aircraft Fuel Dispensing Permit.

   a. Training: FBO personnel involved in the handling of aviation fuel shall be adequately trained and certified to conduct fueling operations at the Airport. FBO Operators shall require its line service and fueling personnel to attend initial training courses and periodic refresher training, as necessary. Permits, certifications, licenses and documentation of training line service and fueling personnel shall be provided to the University upon request without delay. FBO line service and fueling personnel shall be trained and/or certified, as applicable, including:

      - Static electricity sources, hazards and precautions;
      - Fire hazard properties of fuels;
      - Fire extinguishing principles, practices, location and use;
      - Locations of fire alarms and procedures;
      - Aircraft engine types and fuel requirements;
      - Aircraft recognition;
      - Prevention of mixing fuel grades;
b. Operational Safety: An FBO Operator shall conduct fueling operations at the Airport in accordance with FAA AC 150-5230-4A, Aircraft Fuel Storage, Handling, and Dispensing on Airport, as amended; all applicable codes and standards of the National Fire Protection Agency (NFPA); all applicable standards of the International Fire Code (IFC); all applicable specifications of the National Air Transport Association (NATA); all applicable quality control standards of the American Petroleum Institute (API); and all applicable codes, ordinances, statutes and regulations of the State of Oklahoma. Furthermore, an FBO Operator shall conduct fueling operations only on the Operator’s leased premises or other areas on the Airport approved by the University.

c. Maintenance: An FBO Operator shall also maintain its fueling facilities in a safe manner and promptly repair any damage to fueling facilities or components caused by the Operator’s personnel, suppliers or Airport users. An FBO Operator shall also be responsible for periodic and on-demand maintenance of its fueling facilities, components and apparatus. Maintenance of fueling facilities shall be conducted in accordance with all applicable local, state and federal codes, standards, regulations and manufacturer recommendations. Furthermore, an FBO Operator shall maintain a Spill Prevention, Control and Countermeasure (SPCC) Plan to coordinate the clean-up of a fuel spill.

d. Quality: An FBO Operator shall ensure that only non-contaminated fuel is delivered into aircraft and shall be free of microscopic organisms, water or other solid contaminants.

e. Fuel Trucks: FBO Operators shall be permitted to utilize fuel trucks having sufficient storage capacity necessary to accommodate reasonable local and transient aircraft demand. Furthermore, FBO Operators who utilize fuel trucks shall have and/or designate a dedicated fuel truck parking area on the Operators’ premises. The fuel truck parking area shall consist of a concrete and gravel surface and include a spill containment berm capable of containing fuel spills.

f. Installation of New Fuel Facilities: FBO Operators shall install any new fuel storage facilities within the Airport’s designated fuel farm. New fuel storage
tanks shall be located above ground and include sufficient spill containment infrastructure capable of adequately containing fuel spills. Furthermore, installation of new fuel tanks shall be conducted in accordance with all applicable codes, standards and specifications of the NFPA, IFC, NATA and API; all applicable codes, ordinances and statutes of the State of Oklahoma; and all applicable FARs.

F. SPECIALIZED AVIATION SERVICE OPERATORS (SASOs)

1. AIRCRAFT AIRFRAME AND POWERPLANT MAINTENANCE AND REPAIR SASO

   a. Statement of Concept—An Aircraft Airframe and Powerplant Maintenance and Repair (hereinafter “A&P”) SASO conducts major and minor maintenance and repair on aircraft engines and airframes for single, twin-piston and/or turbine powered aircraft as well as rotorcraft in accordance with applicable FARs. A&P SASOs also engage in the sale of new and used aircraft parts and accessories.

   b. Minimum Requirements—An A&P SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

      i. Facilities: An A&P SASO shall lease an amount of land necessary to accommodate reasonable public demand. Furthermore, an A&P SASO shall provide sufficient hangar, shop, maintenance, office and apron space necessary to accommodate reasonable transient and local piston and/or turbine aircraft demand. Airframe and powerplant maintenance and repairs shall be conducted inside an enclosed hangar, except those repairs and maintenance activities requiring less than 24 hours to complete. An A&P SASO shall also provide adequate parts, supplies and equipment necessary to conduct aircraft maintenance and repairs activities.

      ii. Insurance: An A&P SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting A&P activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to an A&P SASO includes the following:

          a. Comprehensive Liability and Property Damage (Premises Liability);
          b. Hangarkeeper’s Liability;
          c. Products and Completed Operations Liability for Repair and Services and Parts Not Installed;
          d. Workers Compensation; and
          e. Automobile Liability.

      iii. Hours of Operation: An A&P SASO shall be open to the public five (5) days per week, eight (8) hours per day.

      iv. Personnel: An A&P SASO shall employ managerial and maintenance staff necessary to conduct aircraft maintenance and repair activities as set forth in Section D, paragraph 5, Personnel. Furthermore, an A&P
SASO shall employ, at minimum, one (1) individual certificated by the FAA to conduct A&P and aircraft inspector activities in accordance with applicable FARs.

2. FLIGHT TRAINING SASO

a. Statement of Concept—A Flight Training SASO engages in dual flight instruction in fixed-wing and/or rotorwing aircraft as well as ground school instruction and FAA written examination preparation and administration.

b. Minimum Requirements—A Flight Training SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

i. Facilities: A Flight Training SASO shall provide an appropriate amount of office space to provide separate classroom, briefing and flight planning areas to accommodate reasonable public demand. A Flight Training SASO shall also operate and maintain, at minimum, one (1) FAA-certified and airworthy aircraft necessary to provide and conduct the appropriate level and type of flight instruction. Furthermore, a Flight Training SASO shall be granted the right to service its own aircraft in accordance with Section B, paragraph 1(c).

ii. Insurance: A Flight Training SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting flight training activities at the Airport as set forth in Section D, paragraph 13, *Insurance*. Insurance coverage applicable to a Flight Training SASO includes the following:

   a. Comprehensive Liability and Property Damage (Premises Liability);
   b. Aircraft Liability;
   c. Workers Compensation; and
   d. Automobile Liability.

iii. Hours of Operation: A Flight Training SASO shall be open during normal business hours that are necessary to accommodate reasonable public demand.

iv. Personnel: A Flight Training SASO shall employ managerial and support staff necessary to conduct flight training activities as set forth in Section D, paragraph 5, *Personnel*. Furthermore, a Flight Training SASO shall employ appropriately certificated flight instructors to provide the necessary flight and ground training offered by the Operator.

3. SPECIALIZED AVIATION REPAIR SERVICE SASO

a. Statement of Concept—A Specialized Aviation Repair Service (hereinafter “SARS”) SASO conducts maintenance and repair on aircraft propellers, radios, avionics, accessories, interior finishings and aircraft painting for piston and/or turbine powered aircraft as well as rotorcraft in accordance with
applicable FARs. SARS SASOs also engage in the sale of new and used aircraft parts and accessories.

b. Minimum Requirements—A SARS SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

i. Facilities: A SARS SASO shall lease an amount of land necessary to accommodate reasonable public demand. Furthermore, a SARS SASO shall provide sufficient hangar, shop, maintenance, office and apron space necessary to accommodate reasonable transient and local aircraft piston and/or turbine aircraft demand. Aircraft component maintenance and repairs shall be conducted inside an enclosed hangar, except those repair, maintenance and installation activities requiring less than 24 hours to complete. A SARS SASO shall also provide adequate parts, supplies and equipment necessary to conduct aircraft component maintenance, installation and repair activities.

ii. Insurance: A SARS SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting SARS activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to a SARS SASO includes the following:
   a. Comprehensive Liability and Property Damage (Premises Liability);
   b. Hangarkeeper’s Liability;
   c. Products and Completed Operations Liability for Repair and Services and Parts Not Installed;
   d. Workers Compensation; and
   e. Automobile Liability.

iii. Hours of Operation: A SARS SASO shall be open to the public five (5) days per week, eight (8) hours per day.

iv. Personnel: A SARS SASO shall employ managerial and maintenance staff necessary to conduct aircraft component installation, maintenance and repair activities as set forth in Section D, paragraph 5, Personnel. Furthermore, a SARS SASO shall employ, at minimum, one (1) individual certificated by the FAA to conduct aircraft component maintenance, installation, repair and aircraft inspector activities in accordance with applicable FARs.

4. AIRCRAFT SALES SASO

   a. Statement of Concept—An Aircraft Sales SASO engages in the sale and/or brokerage or new and used aircraft through a franchise, distributorship or licensed dealership of any particular aircraft manufacturer.

   a. Minimum Requirements— An Aircraft Sales SASO shall have a current Oklahoma Aircraft Dealer’s License. Furthermore, an Aircraft Sales SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:
i. Facilities: An Aircraft Sales SASO shall provide sufficient hangar, office, maintenance and apron space necessary to accommodate reasonable demand. This shall include accommodations for the servicing and/or repair of aircraft subsequent to the sale transaction to meet sale guarantees or warranty periods. An Aircraft Sales SASO shall also have available, or make on-call arrangements, at minimum, one (1) airworthy aircraft of the same class, model and type for sale. Furthermore, An Aircraft Sales SASO shall be granted the right to service its own aircraft in accordance with Section B, paragraph 1(c).

ii. Insurance: An Aircraft Sales SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting aircraft sales activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to an Aircraft Sales SASO includes the following:

a. Comprehensive Liability and Property Damage (Premises Liability);

b. Products and Completed Operations Liability for the Sale of Aircraft;

c. Aircraft Liability;

d. Workers Compensation; and

e. Automobile Liability.

iii. Hours of Operation: An Aircraft Sales SASO shall be open during normal business hours that are necessary to accommodate reasonable public demand.

iv. Personnel: An Aircraft Sales SASO shall employ managerial and sales staff necessary to conduct aircraft sales activities as set forth in Section D, paragraph 5, Personnel. Furthermore, an Aircraft Sales SASO shall employ the appropriately FAA-certificated personnel in such numbers and with such ratings as are suitable for each aircraft class, model and type that requires flight demonstration.

5. AIRCRAFT RENTAL SASO

a. Statement of Concept—An Aircraft Rental SASO engages in the rental and/or lease of aircraft to the general public.

b. Minimum Requirements— An Aircraft Rental SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

i. Facilities: An Aircraft Rental SASO shall provide sufficient office and apron space to accommodate reasonable public demand. An Aircraft Rental SASO shall also have available and maintain, at minimum, one (1) FAA-certified and airworthy aircraft necessary to fulfill the scope of the aircraft rental operation. Furthermore, an Aircraft Rental SASO shall be granted the right to service its own aircraft in accordance with Section B, paragraph 1(c).
ii. Insurance: An Aircraft Rental SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting aircraft rental activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to an Aircraft Rental SASO includes the following:

a. Comprehensive Liability and Property Damage (Premises Liability);
b. Aircraft Liability;
c. Workers Compensation; and
d. Automobile Liability.

iii. Hours of Operation: An Aircraft Rental SASO shall be open to the public seven (7) days per week, eight (8) hours per day.

iv. Personnel: An Aircraft Sales SASO shall employ managerial and support staff necessary to conduct aircraft rental activities as set forth in Section D, paragraph 5, Personnel. An Aircraft Rental SASO shall employ appropriately FAA-certificated personnel with such ratings as are required to perform check rides with prospective renters in each aircraft class, model and type available for rental. Furthermore, an Aircraft Rental SASO shall establish policies and procedures to ensure only FAA-certificated pilots are able to rent aircraft. The SASO’s rental policies shall be provided to the University.

6. AIRCRAFT CHARTER AND AIR TAXI SERVICE SASO

a. Statement of Concept—An Aircraft Charter and Air Taxi Service (hereinafter “Aircraft Charter”) SASO is a business engaged in providing unscheduled air transportation of person and/or cargo to the general public for hire, either on an on-call basis or in accordance with FAR Part 135, Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons On Board Such Aircraft.

b. Minimum Requirements—An Aircraft Charter SASO shall have and provide the University with a current or provisional FAR Part 135 Air Taxi Operator Certificate. Furthermore, an Aircraft Charter SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

i. Facilities: An Aircraft Charter SASO shall lease an amount of land necessary to accommodate reasonable public demand. Furthermore, an Aircraft Charter SASO shall provide sufficient hangar, office, terminal building and apron space necessary to accommodate reasonable aircraft and passenger demand. An Aircraft Charter SASO shall also have available and maintain, at minimum, one (1) FAA-certified and airworthy aircraft necessary to fulfill the scope of the aircraft charter operation. Furthermore, an Aircraft Rental SASO shall be granted the right to service its own aircraft in accordance with Section B, paragraph 1(c).

ii. Insurance: An Aircraft Charter SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting
aircraft charter activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to an Aircraft Charter SASO includes the following:

a. Comprehensive Liability and Property Damage (Premises Liability);
b. Aircraft Liability;
c. Workers Compensation; and

d. Automobile Liability.

iii. Hours of Operation: An Aircraft Charter SASO shall be available for charter operations seven (7) days per week, eight (8) hours per day. Furthermore, the Operator shall provide necessary availability of qualified flight crews and certified aircraft within a reasonable period of time.

iv. Personnel: An Aircraft Charter SASO shall employ managerial and flight crews necessary to conduct aircraft charter activities as set forth in Section D, paragraph 5, Personnel. An Aircraft Charter SASO shall employ appropriately FAA-certificated pilots and cabin crews with such ratings as are required to operate in accordance with the Operator’s Part 135 Air Taxi Operator Certificate. Furthermore, an Aircraft Charter SASO shall also employ qualified support staff and ground crews needed to process passengers, baggage and arrange for suitable ground transportation for its customers.

7. AIRCRAFT MANAGEMENT SASO

a. Statement of Concept—An Aircraft Management SASO engages in the management of another party’s aircraft involving one or more of the following services including pilot staffing and scheduling, records management, maintenance scheduling and aircraft registration for aircraft not operating under FAR Part 135. An Aircraft Management SASO also engages in brokering another party’s aircraft and/or scheduling passengers for air charter operations in the same aircraft.

b. Minimum Requirements—An Aircraft Management SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

i. Facilities: An Aircraft Management SASO shall provide sufficient office space to accommodate reasonable public demand.

ii. Insurance: An Aircraft Management SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting aircraft management activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to an Aircraft Management SASO includes the following:

a. Comprehensive Liability and Property Damage (Premises Liability);
b. Aircraft Liability;
c. Workers Compensation; and
d. Automobile Liability.
iii. Hours of Operation: An Aircraft Management SASO shall be open to the public five (5) days per week, eight (8) hours per day.

iv. Personnel: An Aircraft Management SASO shall employ managerial and support staff necessary to conduct aircraft management activities as set forth in Section D, paragraph 5, Personnel.

8. FLYING CLUB SASO

a. Statement of Concept—A Flying Club SASO engages in the promotion of aviation, aircraft and airports for its club members including flight training to improve pilot skill and leisure flying. A Flying Club SASO shall not conduct for-hire flight activities, rental and/or any commercial activity with the club’s aircraft.

b. Minimum Requirements—A Flying Club SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

i. Facilities: A Flying Club SASO shall have available and maintain, at minimum, one (1) FAA-certified and airworthy aircraft necessary to accommodate the operational activities of the flying club. Furthermore, a Flying Club SASO shall be granted the right to service its own aircraft in accordance with Section B, paragraph 1(c).

ii. Insurance: A Flying Club SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to flying club activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to a Flying Club SASO includes the following:

   a. Comprehensive Liability and Property Damage (Premises Liability);
   b. Aircraft Liability; and
   c. Automobile Liability.

iii. Personnel: A Flying Club SASO’s members shall conduct themselves in a manner consistent with standards set forth in Section D, paragraph 5, Personnel. A Flying Club SASO shall also make available appropriately FAA-certificated personnel with such ratings as are required to conduct flight instruction with the Club’s members.

iv. Documentation: A Flying Club SASO shall be a registered not-for-profit organization intended to provide aircraft for personal use and flight training to club members only and shall provide the University with the Club’s Bylaws and Rules and articles of incorporation. Furthermore, names and contact information of a Flying Club SASO’s members shall be submitted to the University on an annual basis or as requested by the Airport Administrator. A Flying Club SASO shall also provide documentation of the Club’s income, expenses and proof of ownership of the Club’s aircraft to the University upon request.
9. SPECIALIZED COMMERCIAL FLYING SERVICES SASO

a. Statement of Concept—A Specialized Commercial Flying Service (hereinafter “Specialized Service”) SASO engages in the following aviation activities including:

- Aerial photography and survey;
- Aerial firefighting;
- Sightseeing flights originating and terminating at the Airport;
- Aerial advertising;
- Power line, underground cable and/or pipeline patrol; and
- Any operations specifically excluded by FAR Part 135.

b. Minimum Requirements—A Specialized Service SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

i. Facilities: A Specialized Service SASO shall provide sufficient office and apron space to accommodate necessary loading, unloading, washing and servicing aircraft. A Specialized Service SASO shall also have available and maintain, at minimum, one (1) FAA-certified and airworthy aircraft necessary to accommodate the scope of the specialized service operation. Furthermore, A Specialized Service SASO shall be granted the right to service its own aircraft in accordance with Section B, paragraph 1(c).

ii. Insurance: A Specialized Service SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting specialized service activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to a Specialized Service SASO includes the following:

   a. Comprehensive Liability and Property Damage (Premises Liability);
   b. Aircraft Liability;
   c. Workers Compensation;
   d. Environmental Liability; and
   e. Automobile Liability.

iii. Hours of Operation: A Specialized Service SASO shall be open during normal business hours that are necessary to accommodate reasonable public demand.

iv. Personnel: A Specialized Service SASO shall employ managerial and support staff necessary to conduct specialized service activities as set forth in Section D, paragraph 5, Personnel. A Specialized Service SASO shall employ appropriately FAA-certificated personnel with such ratings as are required to perform the particular activities of the Operator. Furthermore, A Specialized Service SASO must provide, by means of an on or off-Airport office or a telephone, a point of contact for the public desiring to utilize this SASO’s services.
10. AIRCRAFT WASHING/DETAILING SERVICES SASO

a. Statement of Concept—An Aircraft Washing/Detailing Services (hereinafter “Aircraft Washing”) SASO engages in the cleaning, detailing, washing and waxing of aircraft for the general public and/or private businesses.

b. Minimum Requirements—An Aircraft Washing SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

i. Facilities: An Aircraft Washing SASO shall provide sufficient office space from which to conduct operations and apron space to accommodate cleaning, detailing, washing and waxing of aircraft. An Aircraft Washing SASO shall also provide the necessary equipment to conduct the scope of aircraft washing activities. Aircraft washing activities will be confined to designated wash rack area and or other areas on the Airport identified and approved by the University. Furthermore, prior to conducting aircraft washing operations at the Airport, an Aircraft Washing SASO shall also provide the University with a layout of the area in which aircraft washing and detailing will occur; a description of washing methods and operation; and methods for disposal and retrieval of wash/waste water.

ii. Insurance: An Aircraft Washing SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting aircraft washing activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to an Aircraft Washing SASO includes the following:

   a. Comprehensive Liability and Property Damage (Premises Liability);
   b. Aircraft Liability;
   c. Workers Compensation; and
   d. Automobile Liability.

iii. Hours of Operation: An Aircraft Washing SASO shall be open during normal business hours that are necessary to accommodate reasonable public demand.

iv. Personnel: An Aircraft Washing SASO shall employ managerial and support staff necessary to conduct aircraft washing and detailing activities as set forth in Section D, paragraph 5, Personnel.

11. COMMERCIAL HANGAR OPERATOR SASO

a. Statement of Concept—A Commercial Hangar Operator SASO owns and/or leases a hangar for the purpose of leasing or subleasing hangar space and associated office or shop space to Operators conducting commercial activities at the Airport and/or Airport tenants.

b. Minimum Requirements—A Commercial Hangar Operator SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:
i. Facilities: A Commercial Hangar Operator SASO shall lease an amount of land necessary to accommodate reasonable public demand. Furthermore, a Commercial Hangar Operator shall provide sufficient hangar, shop, maintenance, office, auto parking, roadway access and apron space necessary to accommodate reasonable transient and local piston and/or turbine aircraft demand and Airport users and tenants.

ii. Insurance: A Commercial Hangar Operator SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting commercial hangar activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to a Commercial Hangar Operator SASO includes the following:

   a. Comprehensive Liability and Property Damage (Premises Liability);
   b. Hangarkeeper’s Liability;
   c. Workers Compensation; and
   d. Automobile Liability.

iii. Leasing and Subleasing: A Commercial Hangar Operator SASO shall lease an amount of land necessary to accommodate the Operator’s hangar and associated facility improvements from the University. The Commercial Hangar Operator SASO shall be permitted to utilize the hangar and leased premises for its own commercial activities, aircraft and/or equipment.

   A Commercial Hangar Operator SASO shall be permitted to sublease hangar space and associated facilities to commercial Operators and/or tenants as set forth in Section D, paragraph 3, Combined Operations and Subleases.

iv. Personnel: A Commercial Hangar Operator SASO shall employ managerial and support staff necessary to conduct commercial hangar operator activities as set forth in Section D, paragraph 5, Personnel.

12. SELF-SERVICE FUELING SASO

   a. Statement of Concept—A Self-Service (24-hour) Fueling SASO shall provide a fixed hydrant delivery system to allow individual aircraft owners and operators to self-fuel their own aircraft with 100LL. A Self-Service Fueling SASO shall not be permitted to sell any fuel other than 100LL. Should the Self-Service Fueling SASO desire to sell other grades of aviation fuel besides 100LL, including jet fuel, the Operator must meet the requirements set forth in Section E, Fixed Base Operator.

   b. Minimum Requirements—A Self-Service Fueling SASO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

      i. Facilities: A Self-Service Fueling SASO shall have sufficient fuel storage facilities, capabilities, fuel pump and metering facilities as well as apron space necessary to accommodate reasonable public demand for 100LL.
A Self-Service Fueling SASO’s fuel storage tanks shall be installed above ground with sufficient containment infrastructure capable of adequately containing fuel spills. A Self-Service Fueling SASO shall be responsible for the operational safety, facility maintenance, fuel quality and installation as set forth in Section E, paragraph 7 (b)(c)(d) and (f). Furthermore, a Self-Service Fueling SASO shall post operational and safety placards that are consistent with applicable NFPA and NATA specifications, codes and standards at the fuel pump site.

In accordance with Section D, paragraph 8, Access, Security and Right-of-Entry, the University shall be provided with the ability to access the premises to shut-down, close and/or secure the fueling facility in the event of an emergency to prevent a fuel spill and/or extinguish a fire.

ii. Insurance: A Self-Service Fueling SASO shall provide evidence of appropriate insurance coverage and policy minimums prior to installing self-service fueling facilities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to a Self-Service Fueling SASO includes the following:

a. Comprehensive Liability and Property Damage (Premises Liability);

b. Products and Completed Operations Liability;

c. Workers Compensation;

d. Environmental Liability; and

e. Automobile Liability.

iii. Hours of Operation: A Self-Service Fueling SASO shall ensure its fueling facilities are available for aircraft refueling 24 hours per day, seven (7) days per week. Furthermore, the Self-Service Fueling SASO shall provide necessary on-call availability of qualified personnel to address service and/or operational issues within a reasonable period of time.

iv. Personnel: A Self-Service Fueling SASO shall employ managerial, support and facility maintenance staff necessary to conduct self-service fueling activities as set forth in Section D, paragraph 5, Personnel. Furthermore, a Self-Service Fueling SASO’s employees shall also be trained in accordance with Section E, paragraph 7 (a).

G. SINGLE SERVICE OPERATORS (SSOs)

1. RENTAL CAR CONCESSIONS SSO

a. Statement of Concept—A Rental Car Concessions SSO provides car rental services to the general public and Airport users.

b. Minimum Requirements—A Rental Car Concessions SSO shall meet the applicable requirements set forth in Section D as well as those pertaining to the following Minimum Standards which include:

i. Facilities: A Rental Car Concessions SSO shall provide sufficient office and auto parking space to accommodate reasonable public demand.
Furthermore, a Rental Car Concessions SSO shall also have available at the Airport, or make arrangements to provide, the necessary number of rental cars needed to accommodate demand.

ii. Insurance: A Rental Car Concessions SSO shall provide evidence of appropriate insurance coverage and policy minimums prior to conducting rental car activities at the Airport as set forth in Section D, paragraph 13, Insurance. Insurance coverage applicable to a Rental Car Concessions SSO includes the following:

a. Comprehensive Liability and Property Damage (Premises Liability);
   b. Workers Compensation; and
   c. Automobile Liability.

iii. Hours of Operation: A Rental Car Concessions SSO shall be open during normal business hours that are necessary to accommodate reasonable public demand.

iv. Personnel: A Rental Car Concessions SSO shall employ managerial and support staff necessary to conduct car rental activities as set forth in Section D, paragraph 5, Personnel.

H. OFF-AIRPORT ACCESS

1. Statement of Concept—This Section shall be known as the Airport Access Policy (hereinafter "Access Policy"). This Access Policy shall apply to any person or entity desiring access to the Airport’s runways and taxiways from property adjacent to the Airport, but not a part of or owned by the University. Approval of an Access Policy is conditional upon the possession of an executed Access Agreement that stipulates terms and conditions including permitted activities and intended uses. The University is not required to allow aeronautical access to any person or entity desiring to enter the Airport Operations Area from an off-Airport location. The University is obligated under FAA Grant Assurances to ensure that the following conditions are included, at minimum, in any such Access Agreement:

a. Any Access Agreement shall require compliance with any existing and/or future Grant Agreement between the FAA and University and include the ability to cancel such Agreement for non-conformance with applicable Grant Assurances;

   b. The University shall seek a fair share recovery of initial and continuing costs of providing a public use landing area. The establishment of rates, fees and charges should be set at levels no lower than those for comparable on-Airport property, which do not give an unfair competitive advantage to the off-Airport party, and be in conformance with FAA Grant Assurances;

   c. The University shall not be denied their rights and powers nor be placed in a position that might result in a violation of exclusive rights prohibitions of FAA Grant Assurances; and
d. There shall not be any actual or proposed development or use of land and facilities contrary to the approved Airport Master Plan and/or Airport Layout Plan.

2. Access Right—Access to off-Airport users is not an obligation of the University. Access to the Airport may be granted to off-Airport users, at the University’s sole discretion, subject to the terms and conditions of this Section and of the Access Agreement granted to each off-Airport user. The access granted shall be for the purpose(s) defined in the Access Agreement so that the user may have access to the Airport taxiways leading to runways and for the purpose of maneuvering, taking off and landing of Aircraft. The right of access may be revoked by the University for failure to comply with the provisions of the Minimum Standards and the Airport’s Rules and Regulations, terms of its Access Agreement, or other policies and provisions of the University, or as required by any federal or state oversight action including but not limited to the FAA, or the Oklahoma Aeronautics Commission (OAC).

3. Off-Airport Parcel Uses; Access Taxiways; Permitted and Prohibited—The University, FAA, OAC or any other regulatory authority shall have the right to enter the Access Area to inspect the premises. All safety and operational rules and regulations applicable to the operation of the Airport shall be applicable to the Access Area.

   a. Access Taxiway Construction: An off-Airport user, at its sole expense, shall construct access taxiways to connect its parcel with the Airport’s taxiways. The number, location and configuration of the access taxiways will be determined from time to time by the off-Airport user. Plans and specifications for access taxiways shall be approved by the University prior to construction. Access taxiways shall be built to FAA design standards and shall be designed and constructed to meet the same standards for construction as those for the Airport’s existing taxiways;

   b. Transfer & Maintenance of Improvements: After completion of construction, inspection and approval by the University, that portion of the access taxiway on Airport property shall be dedicated to and maintained by the University. Upon demand, off-Airport users shall reimburse the University for cost of infrastructure maintenance including, but not limited to, lighting, markings, drainage and paved surfaces. Those portions of access taxiways off the Airport property shall be maintained by the off-Airport user in accordance with all applicable FAA regulations and recommendations;

   c. Permitted Uses: An off-Airport user shall only be permitted to conduct aviation operations from off-Airport parcels as defined in the Access Agreement. Operations on off-Airport parcels are subject to all applicable City of Norman and/or Cleveland County zoning ordinances and land use regulations;

   d. Self-Fueling: Self-fueling operations on off-Airport parcel are subject to written agreement with the University;
e. Development Plan Compliance: Development and improvements on off-Airport parcels that access the Airport must be in compliance with the Airport’s Master Plan and/or Airport Layout Plan. Off-Airport users shall also submit Form 7460-1 to the FAA prior to constructing any building or structure on the off-Airport parcel; and

f. Residential Access: Access to the Airport from off-Airport parcels used for residential purposes shall not be permitted.

4. Access Agreement; Application; Granting of Access—Any off-Airport user who desires access to the Airport from an off-Airport parcel shall apply to the University for an Access Agreement. The off-Airport user shall provide a plat of survey of the Access Area including an estimated size of the Access Area in square footage on the off-Airport parcel to the University. Additional information will be provided as detailed in the application and as otherwise may be reasonably required by the University, and the off-Airport user shall demonstrate how he/she intends on complying with the Airport’s Master Plan and/or Airport Layout Plan.

   a. Conditions for Granting Access Agreement: The University shall review the application for compliance with the Airport’s Master Plan and/or Airport Layout Plan and other requirements set forth in this Section. If issued, the Access Agreement shall continue in accordance with the negotiated terms as defined in the Access Agreement or until it expires or is revoked or terminated by the University for cause as described below. The Access Agreement is renewable with the prior written approval of the University;

   b. Assignment of Access Agreement: The Access Agreement may not be sold, transferred or assigned without the prior written approval of the University;

   c. Contents and Amendment to Access Agreement: The Access Agreement shall specify the size of the Access Area and applicable fees and royalties to be charged pursuant to this Section. Applicable access fees may be referenced in the Airport’s Schedule of Fees, Rates and Charges or in specific Access Agreements. An off-Airport user shall have the right to change the Access Area on the off-Airport parcel from time to time only if the user notifies the University of such change, provides a new survey of the revised Access Area and/or applies for an Access Agreement for such revised Access Area. An amended Access Agreement shall be issued if such revised access area complies with the provisions of this Section. The fee shall be adjusted appropriately due to any change in the Access Area. Any further access or change in existing access location(s) may not be allowed if it is in conflict with on-Airport future development plans. All operations occurring on the Airport will take priority over Off-Airport access;

   d. Revocation and Reinstatement: The University may revoke the Access Agreement of any off-Airport user who does any of the following:

      i. Fails to pay its applicable fee or otherwise to comply with any provision of this Section, with such failure not being corrected within ten (10) days after written notice thereof is given by the University to the user;
ii. Fails to pay prior to delinquency the lawfully assessed and levied city or county taxes on its off-Airport parcel; and

iii. As provided for in the Access Agreement, any Access Agreement that has been revoked shall be reinstated upon payment of such fee, correction of any such non-compliance or payment of such taxes plus all penalties and interest, as applicable. The University reserves the right at its sole discretion to permanently revoke the Access Agreement, notwithstanding the provisions of this paragraph, if such revocation is due to multiple instances of non-compliance with this Section.

e. Post-Revocation Hearing: In the event that an Access Agreement is revoked, the off-Airport user may request, in writing, within 15 days of revocation, a hearing before the University to appeal the revocation of the Access Agreement;

f. Prohibition Against Unpermitted Access and Penalty: It shall be an unlawful trespass for any person to utilize an access right or enter the Airport Operations Area from an off-Airport location for aeronautical purposes, unless such person holds a valid Access Agreement; and

g. Multiple Off-Airport Users and Single Parcels: Separate entities operating on common off-Airport parcels shall be treated as if operating on separate off-Airport parcels. Each entity shall apply for and obtain its own Access Agreement as outlined in this Section and shall be directly responsible for the associated fees. In the event that an Access Agreement has been entered into for several parcels within an adjacent property, all fees and conditions may be addressed in a single Access Agreement. In the event that any breach of the Access Agreement occurs, the University may deny access to the Airport for all or any of the parcels and lots within adjacent property that have access to the Airport under an Access Agreement even if fewer than all of the owners of parcels or lots are in breach of the Agreement.

5. Access Agreement Fee; Time and Amount of Payment—At the time of issuance of an Access Agreement, off-Airport users shall be charged a fee which shall be defined in the Access Agreement document. The fee shall be subject to late charges as established and from time to time revised by the University if not paid within 10 days of the date due.

The annual fee for Airport access will be those amounts as determined from time to time by the University and incorporated into the Airport’s Schedule of Fees, Rates and Charges or as specifically defined in the Access Agreement and associated agreements as may be amended from time to time.
I. TERMS AND DEFINITIONS

**Access Agreement:** Any document approved by the University, granting aeronautical access to the Airport by an off-Airport User. Such Agreement will specify the particular terms, conditions and limits of Airport access and shall describe the Access Area.

**Access Area:** The entire portion of an off-Airport Parcel, described in an Access Agreement, which is used by the off-Airport User for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxilanes, landscaping or other uses.

**Access Taxiway:** An aircraft taxiway or taxilane, located on or off the Airport, that connects into a taxiway or taxilane on the Airport and that is constructed for the purpose of allowing aircraft to taxi between the Airport and off-Airport parcel(s).

**Aircraft Movement Area:** Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP. When in operation, the Airport Traffic Control Tower (ATCT) has direct and positive control of activities within the Aircraft Movement Area. The Aircraft Movement Area is considered a ‘restricted area’ requiring access authorization by the ATCT and/or University.

**Aircraft Non-Movement Area:** All paved airfield surfaces other than those areas designated as the Aircraft Movement Area.

**Airport Administrator:** The University official designated as the Administrator of the University of Oklahoma-Max Westheimer Airport (OUN). For the purposes of these Minimum Standards, the Airport Administrator shall include any other designated individual representing or acting on his/her behalf.

**Airport Layout Plan (ALP):** The current FAA-approved drawings depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, navaids, apron, airport operations areas, etc.

**Airport Master Plan:** An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective and adopted by the University. The ALP is a part of the Master Plan.

**Airport Operations Area:** A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

**Airport Traffic Control Tower (ATCT):** Personnel, equipment, facilities, and services, as sanctioned and certified by the FAA, for the control, separation and movement of Aircraft in the air or on the ground at the Airport.

**Assurance:** Voluntary compliance a recipient of federal airport development assistance to abide by a provision contained in a federal grant agreement.
**Commercial Aeronautical Activity:** Any commercial activity which relates to aviation in general and is intended to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. Such activities include, but are not limited to: charter operations, pilot training, aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air taxi operations, aircraft sales, service, sale of aviation fuel, repair and maintenance of aircraft and the sale of aircraft parts.

**General Aviation:** All categories and types of aviation activities and/or commercial operations in the United States, other than those for certificated air carriers and/or cargo carriers or the U.S. government, including military activity.

**License:** A written, contractual agreement, enforceable by law, by which the University permits an Operator to provide specific services or conduct certain activities at the Airport.

**Off-Airport User:** An owner or user or an off-Airport Parcel who desires to operate aircraft directly between its off-Airport parcel and the Airport.

**Off-Airport Parcel:** Any tract of land, or portion thereof, not located on the Airport that abuts or will abut an Access taxiway.

**Rules and Regulations:** A prescribed guide for conduct provides guidance for all persons operating aircraft, spectators and/or visitors established by the University and approved by the University's Board of Regents.

**Transient Aircraft:** Any Aircraft not based at the Airport but transiting the Airport, obtaining service or fuel at the Airport, or loading or unloading passengers and/or cargo. Transient aircraft are based elsewhere and may park or be stored at the Airport for short periods of time.

**Sponsor:** The University of Oklahoma. As a sponsor, the University is obligated by the federal government to comply with the Assurances contained in grant agreements or property conveyance instruments.

**Through the Fence or Off-Airport Access:** Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport’s runway or taxiway system through a written agreement or permit with the University.