

**MINIMUM STANDARDS AND REQUIREMENTS
FOR THE CONDUCT OF
COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES
AT
THE UNIVERSITY OF OKLAHOMA
MAX WESTHEIMER AIRPORT
NORMAN, OKLAHOMA**

Section I

General

A. Introduction

The President of the University of Oklahoma (hereinafter referred to as the "University"), responsible for the administration of Max Westheimer Airport, Norman, Oklahoma, (hereinafter referred to as "Airport"), and, in order to foster, encourage, and insure the economic growth and orderly development of General Aviation and related aeronautical activities at the Airport by insuring adequate aeronautical services and facilities to the users of the Airport, have established certain standards and requirements for Commercial General Aviation Operators (hereinafter referred to as the "Operator") and Airport Tenants (hereinafter referred to as the "Tenant") at the Airport; as herein provided:

The following Sections set forth the Minimum Standards and Requirements for a person or persons, partnership, company, trust or corporation (hereinafter referred to as "Person"), based upon and engaging in one or more Commercial Aeronautical services and activities operations at the Airport. These Minimum Standards and Requirements are not intended to be all-inclusive as the Operator of a commercial venture who is based on the Airport will be subject additionally

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to applicable federal, state and local laws, codes, ordinances and other similar regulatory measures, including Airport Rules and Regulations pertaining to all such activities.

A written agreement, properly executed by the University and the Operator or Tenant, is a prerequisite to tenancy on the Airport. Both the written agreement and tenancy on the Airport are prerequisites to the commencement thereon of any of the Commercial Aeronautical Services and Activities operations herein contained and specified. The contract provisions, however, will be compatible with the Standards herein contained and will not change or modify the standards and requirements themselves. These Standards and Requirements may be included as part of all leases between the University and any Person desiring to be based on the Airport and engage in any commercial aeronautical services and activities. Information relative to rentals, fees and charges applicable to the aeronautical services included herein will be made available to the prospective commercial operator by the official representative of the University (hereinafter referred to as "Administrator") at the time of application or during the contract negotiations. These Minimum Standards and Requirements may be revised as conditions require. Verify with the Office of the Administrator, that you have a complete and current document.

The right shall be reserved by the University to modify or add these Standards and Requirements so that any leases, contracts or agreements entered into with applicants shall be terminated or canceled in the event of failure to comply with any modification or amendments to these Standards and Requirements after notice thereof shall have been given.

B. Statement of Policy

A fair and reasonable opportunity, without discrimination, shall be afforded to all applicants to qualify, and compete for the right to lease property and provide selected aeronautical services, subject to the Standards and Requirements as established by the University and set forth herein for Commercial Aeronautical Services and Activities at the Airport.

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In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum". All operators will be encouraged to exceed the "minimum"; none will be allowed to operate under conditions below the "minimums".

Contingent upon its qualifications, its meeting the established Standards, the execution of a written agreement with the University, and the payment of the prescribed rentals, fees and charges, the Operator shall have the right and privilege of engaging in and conducting the activity or activities selected by it on the Airport as specified by the agreement. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in a written agreement. The University reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, minimum standards and other regulatory measure pertaining to such use. The University further reserves the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

It should be recognized that operational activities which include ultralight aircraft, hot air balloons and parachute jumping are prohibited at the Airport, except in an emergency situation, because of potential safety hazards to the normal operations of aircraft arriving or departing from the airport.

C. Definition of a Commercial General Aviation Operator

A Commercial General Aviation Operator is defined as a Person engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft

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operations, the purposes of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished.

A Commercial General Aviation Operator may be classified as either a Fixed Base Operator (FBO) or a Specialty Shop Operator (SSO).

A Fixed Base Operator (FBO) shall provide the following minimum activities or services:

1. Aircraft Rental and Sales (new and/or used) (optional)
2. Aircraft Charter Service (optional).
3. Flight Training Unrestricted FAR Part 61 or 141.
4. Line Service (aircraft fuel, oil, tie-down, storage, etc.).
5. Aircraft Engine, Airframe and Accessory Sales and Maintenance.

A Specialty Shop Operator (SSO) shall provide one or more of the following activities or services:

1. Specialized Aircraft Repair Service (radios, painting, upholstery, propellers, instruments, accessories, etc.)
2. Specialized Commercial Flying Services.

3. Flight Training Unrestricted FAR Part 61 or 141.
4. Aircraft Rental and Sales (new and/or used)
5. Aircraft Engine and Airframe Maintenance and Repair.
6. Aircraft Rental
7. Aircraft Charter and Air Taxi Service.

The University recognizes the need for hangar, shop and office facilities for SSOs. The University further recognizes that these Operators do not wish to offer a full line of services that a FBO offers. SSOs are encouraged to be tenants of FBOs. If suitable permanent facilities cannot be obtained in this manner, the SSO may construct his own facility in the area designated on the Airport upon land leased, (at appraised rate), from the University. The term of the lease will be negotiated, plans and specifications shall be approved by the University and the University will become the owner of the facility in return for a long-term lease with the Operator (ownership normally transfers to the University at the end of the lease period).

Minimum Standards and Requirements for air taxi services and air charter flights, as defined by the Civil Aeronautics Board and the Federal Aviation Administration, or any other activities not specifically provided for in the Minimum Standards and Requirements, will be subject to negotiation and are not a part of these Minimum Standards and Requirements.

D. Qualification Requirements

The prospective Operator shall submit, in written form, to the Administrator or designated representative, at the time of application, the following information and, thereafter, such additional information as may be requested by the University.

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1. Intended Scope of Activities

As a prerequisite to the granting of an operating privilege on the Airport, the prospective Operator must submit a detailed description of the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, in order to provide high-quality service to the aviation and general public in the Airport's aeronautical use areas, including but not limited to, the following:

- a. The name, address and telephone number of the applicant.
- b. The requested or proposed date for commencement of the activity and the term of conducting the same.
- c. The services to be offered.
- d. The amount, size and location of land to be leased.
- e. The size and position of the building space to be constructed or leased.
- f. The number of aircraft to be provided (as applicable).
- g. The number of persons to be employed (including the positions and qualifications for each position).
- h. The hours of proposed operation.
- i. The types and amounts of insurance coverage to be maintained.

2. Financial and Managerial Responsibility and Capability

The prospective operator must provide a statement, satisfactory to the University, in evidence of his/her financial responsibility, from an area bank or trust company or from such other source that may be acceptable to the University and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability, e.g. letter of credit, to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, or operations, and shall also indicate his ability to provide working capital to carry on the contemplated operations, once initiated. The demonstration of Financial and Managerial capability will include a cash flow and a profit and loss projection for the first five years of the proposed operation.

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3. Experience

The prospective Operator shall furnish the University with a statement of his past experience in the specified aviation services selected by him and to be supplied by him on the Airport, together with a statement that he has the managerial ability to perform the selected services.

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4. Bond

The prospective Operator shall be required to furnish the University payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the University.

E. Lease and Operations Agreement

1. Requirement of a Written Agreement

Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the University. The agreement will recite the terms and conditions under which he will operate his business on the Airport, including but not limited to, the term of agreement; the rentals, fees, and charges; the rights, privileges and obligations of the respective parties; and other relevant covenants. It should be understood, therefore, that the conditions contained in these Standards and Requirements do not represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will neither change or modify the Minimum Standards and Requirements, nor be inconsistent therewith.

2. Site Development Standards

a. Physical Facilities

- (1) The minimum space requirements shall be met with land and building(s) as hereinafter provided.
- (2) The operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operators office; a paved aircraft apron with tie-down facilities within the leased area sufficient to accommodate those activities and operations, and

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telephone facilities for customer use. Floor space allotments shall include office, customer lounge, and restroom facilities, all properly heated, cooled and lighted.

- (3) Rental Rates and Fees Schedule: See Attachment III.
- (4) For construction of any new facilities financed by the Operator not already contained on the Airport, the Operator may be subject to the same standards of development as are contained in the *Airport Master Plan* and the *Comprehensive Development Plan* for the Airport. The University must approve the plans and specifications prior to construction. After the facility is built it will become the property of the University with no rent for the facility being charged for the primary lease term and any option periods. Rental charges will be negotiated thereafter.

b. Personnel

The operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers, as are required to efficiently meet the Standards and Requirements set forth for each aeronautical service being performed. The Operator shall also provide a responsible person in the office to supervise the operations in the leased area on the Airport and, with authorization, to represent and act for and on behalf of the Operator during all business hours.

All personnel required to hold Federal Aviation Administration certificates and rating shall maintain such certificates and ratings.

c. Maintenance

Maintenance of University-constructed pavement shall be the responsibility of the University. The Operator shall maintain the pavement constructed by the operator. For University owned structures, the University shall maintain the structure and exterior of

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all buildings, except the hangar doors which shall be the responsibility of the Operator. The maintenance of the interior of the building, utility costs, and trash removal shall be the Operator's responsibility. Utility-line maintenance five (5) feet from the building shall be the University's responsibility. Grass mowing and landscape maintenance within the Operator's leased area shall be the Operator's responsibility; however, the University may provide this service and invoice the operator as part of the site service charge.

3. Insurance

The operator shall procure, maintain, and pay premiums, during the term of his agreement, for insurance of the types and in the minimum limits set forth in Attachment I of the Standards for the respective categories of aeronautical services. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Oklahoma.

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three activities are chosen, it would not be necessary for the operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation; however, if one of the selected activities required passenger liability coverage or hangar keeper's liability not required in either of the other two categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of activities would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be established by the University after evaluation of an application or otherwise during the lease negotiations.

All insurance, which the Operator is required by the University to carry and

keep in force, shall include the Board of Regents of the University of Oklahoma, and all officers, agents and employees of the University as additional-named insured. The Operator shall furnish evidence of his compliance with this requirement to the Administrator, or designated representative with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction, increase or cancellation. In the event of cancellation of coverages, thirty (30) days prior notice of cancellation shall be conveyed to the University by the underwriter. Current proof of insurance shall be continually provided to the University throughout the lease term.

The applicable insurance coverages shall be in force during the period of any construction of the Operator's facilities and/or prior to his entry upon the Airport for the conduct of his business.

The Operator shall also furnish evidence of his compliance with the Oklahoma Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).

Any Operator, who by nature of its size, has become self-insured, shall furnish evidence of such self-insurance and shall hold the University of Oklahoma, and all University personnel, and the officers and agents and assigns harmless in the event of any claims or litigation arising out of its operation on the Airport.

4. Motor Vehicles

The operator will make provisions for the transportation of pilots and passengers of transient general aviation aircraft (using the Operator's facilities and services and in the conduct of the Operator's business) to and from the Operator's office/aircraft tie-down areas, the Airport terminal area, etc. The Operator performing this service with motor vehicles driven on the Airport runway-taxiway system proper shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state and municipal laws, ordinances, and codes or other similar regulatory measures now in existence or as may be hereafter adopted, modified or amended. The Operator shall be required to equip each of these motor vehicles with a functioning aeronautical utility mobile station two-way radio capable of communication with the Air Traffic Control Tower if such vehicles would ever have the need to operate on the airport movement area and must comply strictly with the orders and instructions by radio, light signal, of other communications which may prevail from the Air Traffic Control Tower and applicable FAA requirements. Such vehicles shall also have an operating rotating beacon or other marking devices as required by current FAA regulations.

The Operator shall procure and maintain for any motor vehicles which are operated on the Airport, proper Motor Vehicle Liability Insurance in the amount specified in Attachment I. The University of Oklahoma, all other University personnel, along with the officers and agents of the University shall be named co-insured on the policy. In addition, all vehicles shall be properly registered and tagged for operation on Oklahoma public roadways and shall have proper safety inspections as required by state law.

5. General Lease Clauses

These lease clauses shall be contained as a minimum in all leases between the University and the Operator engaged in any aeronautical service on the Airport.

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- a. Non-Discrimination - Premises to be operated for the use and the benefit of the Public. The Operator agrees to operate the premises leased for the use and benefit of the Public:
- (1) To furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.
 - (2) To furnish said service on a fair, equal and nondiscriminatory basis to all users thereof.

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- (3) To charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Par 152, Subpart E, to the same effect.

That in the event of breach of any of the preceding non-discrimination covenants, Lessor shall have the right to terminate the license, lease,

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permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

b. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees (including, but not limited to, maintenance, repair, and fueling); provided that safety procedures and regulations in the Airport rules and regulations and aircraft storage lease agreements are abided by.

c. Non-Exclusive Rights

Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right, except as to the leased premises to be occupied by the Operator, which areas shall be for the Operator's exclusive use.

d. Airport Development

The University reserves the right to further develop or improve the landing area of the Airport as it sees fit, and without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities, the University agrees to provide a comparable location without any unreasonable interruption to the Operator's activities, and agrees to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator.

e. University's Rights

The University reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the

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Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in the use of the landing facilities and the publicly owned facilities of the airport.

f. Airport Obstructions

The University reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the University, would limit the usefulness of the Airport or constitute a hazard to aircraft.

g. Subordination

All leases shall be subordinate to the provisions of any existing or future agreement between the University and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

This subordination, includes but is not limited to the right of the University, during times of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with such operators shall be suspended.

h. Compliance with Laws, etc.

The Operator shall at all times comply with these Minimum Standards; Airport Rules and Regulations; Airport Development Covenants, Conditions and Restrictions; OSHA occupational safety and EPA environmental compliance regulations; federal, state and municipal laws; along with ordinances, codes and other regulatory measures now in existence or, as may be hereafter adopted, modified or amended,

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applicable to the specific type of operation contemplated by him. The Operator shall procure and maintain during the term of the agreement all licenses, permits and other similar authorizations required for the conduct of his business operations.

i. Indemnity

The Operator shall hold the Board of Regents University of Oklahoma, and the officers, agents and employees of the University harmless from and against all suits, claims, demands, actions, and/or causes of action of any kind or nature in any way arising out of, or resulting from his tenancy and activities, and shall pay all expenses in defending any claims against the University by reason of this tenancy and activities.

j. Misrepresentation

All terms and conditions with respect to this lease are expressly contained herein. The Operator agrees that no representative or agent of the University has made any representation or promise with respect to this lease not expressly contained here.

The pertinent minimum standards and Requirements for any Commercial General Aviation Operator will be predicated upon the nature of his initial business venture. If at a later date the business is expanded to encompass new and additional types of services the negotiated minimum Standards and Requirements established for these additional services shall immediately apply.

k. Right of Entry

The University, or its agents and employees, may enter upon the premises leased to the Operator at any reasonable time, and for any purpose necessary, incidental to, or connected with the performance of the Operator's obligations under the agreement or in the exercise of their duly authorized functions.

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l. Termination

Upon the expiration or other termination of any agreement, the Operator's rights to the premises, facilities, other rights, licensed services and privileges granted in the agreement shall cease, and the Operator shall, upon such expiration or termination, immediately and peacefully surrender such.

In the event Lessee becomes insolvent, or the subject of any kind or chapter of bankruptcy proceeding, or if a receiver, assignee, or other liquidating officer is appointed for the business of Lessee, then Lessor may cancel this lease at Lessor's option upon giving written notice to Lessee.

m. Assignment

All covenants, stipulations and provisions in the agreement to be entered into shall extend to and be binding upon the legal representatives, successors and assigns of the operator.

n. Contamination Cleanup

The Lessee shall be responsible for the costs of any cleanup, remediation, and/or fines that result from Lessee's contamination to the property leased to Lessee or to any other property affected by the contamination. Lessee will be responsible for these costs whether discovered during the term of the lease or at some future date and agrees to hold Lessor harmless from any claim resulting from Lessee's operations that might be asserted against the Lessor.

o. Subleases

In the event a Commercial General Aviation Operator desires to sublease space to another company to provide one or more Commercial

Aeronautical Services and Activities, the following conditions will apply:

- (1) The operator must obtain written approval from the University to sublease the space and function. The lessee assures that it will undertake an affirmative action program as required by 14 CFR 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR 152, subpart E. The lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered suborganizations provide assurances to the lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR 152, Subpart E, to the same effect.
- (2) Pay the University additional fees which will be negotiated if the sublease is greater than the lease.
- (3) All terms and conditions applicable to the lessee/operator are also applicable to the Sublessee, along with any additional conditions applicable to the sublessee.

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Section II

Commercial Service General Aviation Minimum Standards and Categories

A. Fixed Base Operator (FBO):

An FBO shall provide the following minimum activities or services:

1. Aircraft Rental and Sales (new and/or used) (optional)
2. Aircraft Charter Service (optional).
3. Flight Training Unrestricted FAR Part 61 or 141.
4. Line Service (aircraft fuel, oil, tie-down, storage, etc.).
5. Aircraft Engine, Airframe and Accessory Sales and Maintenance.

It is the University's desire to have a minimum of two FBOs on the Airport. If there is only one, the University reserves the right to act as the other FBO to furnish Line Service.

General Statement on FBO Minimum Standards

It is the intent of the University that each FBO shall meet minimum standards detailed in each category listed below for which services are offered. As expressed in the specific categories, each FBO is obligated to all requirements related to buildings, improvements, facilities, equipment, personnel, services, hours of operations, etc. It is also the intent of the University that the individual category standards will not be cumulative for FBOs. As examples, to the extent practical (while efficiently meeting the minimum standards and requirements set forth) properly trained personnel may be able to satisfy more than one staffing requirement and buildings/facilities/equipment may be utilized to meet the requirements identified for more than one service.

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Specific FBO Minimum Standards

1. Minimum Land and Improvements Required

- a. The minimum land to be leased for a Fixed Base Operation is 150,000 square feet.
- b. Building improvements shall be fire resistant and occupy at least 4% of the land area leased, and paved aircraft areas and building area together shall occupy at least 50% of the land area leased. Each FBO shall lease at least one existing large hangar. If existing large hangars are not available, the FBO shall finance and build his own facility.
- c. All paving and buildings shall be of permanent construction and shall be compatible with the design, materials, and landscaping established in the current Airport Master Plan and Comprehensive Development Plan.
- d. Detailed plans and specifications of any new construction or modification shall require written approval of the University before any new construction or modification takes place.

2. Lease Terms and Conditions

It is the intention of the University to write a lease requiring the FBO to provide the preceding services. It is also the intention of the University that all leases be "net" leases. That is, that total costs for amortizing the investment and maintenance costs be borne by the FBO. Hangars may be constructed by FBOs provided they meet the minimum-investment requirement and title is to rest in the University upon completion, subject to rights of the mortgagor.

For the purpose of maintaining and operating the airport and providing the public facilities thereon, certain charges are made. See Attachment III for an outline of Lease Terms and Conditions, Rates and Fees Schedule.

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3. Airport Access and Airport Security

Airport security shall be maintained at all times in accordance with standards established and required by the University, or designated representative.

4. Insurance Coverage

Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator, or designated representative.

B. Aircraft Sales

An aircraft sales operator is a entity engaged in the sale of new/used aircraft which are based at the airport through franchises of licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repairs, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by him.

Any Lessee desiring to engage in the sale of new or used aircraft must lease an/or provide as a minimum the following:

1. Land

The leasehold shall contain not less than 40,000 square feet of ground lease for building, storage of aircraft, display and other required improvements.

2. Buildings and Improvements

Within the leasehold, operator will lease or construct a building providing at least 10,000 square feet of floor space for aircraft storage, and at least 1,000 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking space with adequate area for a minimum of fifteen automobiles (no "on-street parking), a paved walkway and a paved aircraft apron (8,000 square feet).

3. Personnel

Operator shall employ (and on duty during the required operating hours) trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner, but never less than one person having a current commercial pilot certificate with single-engine rating and instructor rating, or be so rated himself.

4. Services

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Operator shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with an repair shop operator at the Airport. The operator shall provide an adequate inventory (15% retail value) of spare parts of the type of new aircraft for which sales privileges are granted. The operator who is engaged in the business of selling new aircraft shall have available or on call at least one fully-assembled demonstrator aircraft for each category or class of aircraft sold.

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5. Hours of Operation

Operator shall have its premises open and services available 8 hours daily, 6 days a week.

6. Insurance Coverage

Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator, or designated representative.

C. Aircraft Rental

An aircraft rental operator is a person or persons, firm or corporation engaged in the rental of aircraft to the public. Any Lessee desiring to engage in the rental of aircraft to the public must lease an/or provide as a minimum the following:

1. Land

The leasehold shall contain not less than 25,000 square feet of ground lease for building, storage of aircraft, display and other required improvements.

2. Buildings and Improvements

Within the leasehold, operator will lease or construct a building providing at least 8,000 square feet of floor space for aircraft storage, and at least 1,000 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking space with adequate area for a minimum of 15 automobiles (no "on-street parking), a paved walkway and a paved aircraft apron (8,000 square feet).

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3. Personnel

Operator shall employ (and on duty during the required operating hours) trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner, but never less than one person having a current commercial pilot certificate with single-engine rating and instructor rating, or be so rated himself.

4. Services

Operator shall have available for rental, either owned or under written lease to the Operator, a sufficient number of aircraft properly certified to handle the proposed scope of operation, but not less than four (4) certified and currently airworthy aircraft, at least two of which must be four-place aircraft, and at least one of which must be equipped for and capable of flight under instrument conditions.

5. Hours of Operation

Operator shall have its premises open and services available 8 hours daily, 7 days a week.

6. Insurance Coverage

Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator, or designated representative.

D. Flight Training: Unrestricted FAR Part 61 or 141

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This category of operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

Any Lessee desiring to engage in flight training shall provide as a minimum the following services and facilities:

1. Land

The leasehold shall contain not less than 20,000 square feet of ground lease for building, storage of aircraft, display and other required improvements.

2. Buildings and Improvements

Within the leasehold, operator will lease or construct a building providing at least 8,000 square feet of floor space for aircraft storage, and at least 8,000 square feet of aircraft storage and at least 1,500 square feet of floor space for office, classrooms, briefing room, pilot lounge, restrooms and telephone facilities for customer use; auto parking space with adequate area for a minimum of 20 automobiles (no "on-street parking), a paved walkway and a paved aircraft apron (8,000 square feet).

3. Personnel

Operator shall have on duty, on a full time basis, at least one (1) flight instructor who has been currently certified by the Federal Aviation Administration to provide the type of flight training offered; and shall have on call, on a part-time basis, at least 1 flight instructor who has been currently certified by the Federal Aviation Administration to provide the type of flight training offered.

4. Services

Operator shall have available for use in flight training either owned or under written lease to Operator, a sufficient number of aircraft properly certified and airworthy to handle the proposed scope of the training operation, but not less than five aircraft at least one of which must be a four-place aircraft, and at least one of which must be equipped for and capable of use for instrument flight instruction.

5. Hours of Operation

Operator shall have its premises open and services available eight (8) hours daily, seven (7) days per week.

6. Exception

An operator who provides rotary wing flight training only will comply with the

provisions of this section except that authorization will be granted, upon written request, to effect a 60% reduction in the space and number of aircraft requirements.

7. Insurance Coverage

Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator, or designated representative.

E. Public Aircraft Fuels and Oil Dispensing Service

It is the intent of the University that Public Aircraft Fuels and Oil Dispensing Services will be operated by an FBO or by another entity through an FBO sublease. Lessees desiring to dispense fuels and oil and provide other related services such as tie down and parking, shall provide as a minimum the following services and facilities:

1. Land

The leasehold shall be a portion of an FBO leasehold.

2. Buildings and Improvements

Within the leasehold, operator will construct or lease a building providing 200 square feet of properly lighted, air conditioned and heated floor space for office, public lounge, rest rooms and public use telephone.

Operator shall provide an adequate hard surfaced on-site vehicle parking area of sufficient size to accommodate both customers and employees.

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Operator shall provide or lease a paved area with adequate tie-down facilities, with paved access to taxiways, adequate in size to accommodate demand, which shall be in addition to any owned or leased hangar space for the storage of inventoried sale and rental aircraft.

All fuel storage facilities shall be above-ground and built to the same standards as the airport's existing fuel storage facilities (i.e. meeting all local, state and federal requirements, standards and guidelines). Fuel storage facilities will only be constructed in a locations designated by the University.

3. Personnel

One properly trained person shall be on duty during operating hours.

4. Services

Operator shall maintain an adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants. Operator shall provide mobile fuel-dispensing equipment to service all types of general aviation aircraft. In conducting refueling operations, operator shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide types of fire extinguishers or other equipment commensurate with the hazards involved with fueling, defueling, and servicing aircraft. The operator shall meet all applicable fire codes along with all federal, state and local laws, statutes, ordinances, rules and regulations pertaining to fuel and oil dispensing/storage/disposal and fire safety.

Operator shall provide for the lawful, adequate and sanitary handling and disposal, away from the Airport, of all trash, waste and other materials, including, but not limited to used oil, solvents and other waste. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises or upon airport property.

Operator shall provide adequate loading, unloading and towing equipment to safely and efficiently move aircraft and store them in times of all reasonably expected weather conditions.

5. Hours of Operation

Operator shall have its premises open and services available 12 hours daily, 7 days a week.

6. Fuel Flowage Fee

The University, in its proprietary capacity, will collect a fuel flowage fee from operators who dispense fuel.

7. Insurance Coverage

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Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator or designated representative.

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F. Aircraft Engine and Airframe Maintenance and Repair

An aircraft engine and airframe maintenance and repair operator is an entity that holds applicable certificates and ratings from the FAA and which provides one or a combination of airframe and power plant repair services. This category of service will also include the sale of aircraft parts and accessories, but such is not an exclusive right.

Any Lessee desiring to engage in aircraft engine and airframe maintenance and repair shall provide as a minimum the following services and facilities:

1. Land

The leasehold shall contain not less than 20,000 square feet of ground lease for buildings, aircraft parking area, automobile parking and other necessary facilities.

2. Buildings and Improvements

Within the leasehold, operator will lease or construct a building providing at least 7,000 square feet of floor space for airframe and power plant overhaul and repair services and at least 700 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking area adequate for a minimum of 15 automobiles (no "on-street parking), a paved walkway and a paved aircraft apron (5,000 square feet).

3. Personnel

Operator shall provide sufficient trained personnel in such numbers as are required to meet the standards set forth in an efficient manner, but no less than one (1) person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed and who hold an airframe and power plant rating with an Aircraft Inspector authorization and one other person not necessarily rated.

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4. Services

Operator shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certification as a Federal Aviation Administration approved repair station.

Operators desiring to offer aircraft painting services shall provide a separate enclosed painting area of sufficient size to accommodate the largest anticipated aircraft to be painted. Such a facility shall be required to meet all local, state, federal, industrial and fire codes which pertain to this type of facility and operation.

5. Hours of Operation

Operator shall have its premises open and services available 8 hours daily, 5 1/2 days a week, including 1/2 day on Saturday morning.

6. Insurance Coverage

Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator, or designated representative.

G. Aircraft Charter and Air Taxi Service

An aircraft charter (Commercial Operator) and an air taxi operator is a person or persons, firm or corporation engaged in the business of providing air transportation (persons or property) to the public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Administration.

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Any Lessee desiring to engage in aircraft charter and air taxi service shall provide as a minimum the following services and facilities:

1. Land

The leasehold shall contain not less than 20,000 square feet of ground lease for buildings, aircraft parking area, automobile parking and other necessary facilities.

2. Buildings and Improvements

Within the leasehold, operator will lease or construct a building providing at least 5,000 square feet of floor space for aircraft storage and at least 800 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking space with adequate area for a minimum of 20 automobiles (no "on-street parking), a paved walkway and a paved aircraft apron (5,000 square feet).

3. Personnel

Operator shall have in its employ and on duty during the required operating hours, trained personnel in such numbers as are required to meet the standards set forth in this category in an efficient manner, but never less than two (2) current Federal Aviation Administration Commercial Rated pilots and otherwise appropriately-rated to permit the flight activity offered by the Operator. The operator shall have available sufficient qualified operating crew and satisfactory number of personnel for checking in passengers, handling of luggage, ticketing, and for furnishing or arranging for suitable ground transportation.

4. Services

Operator shall have available for charter and air taxi not less than two single-engine (four-place), and one multi-engine aircraft, equipped for and capable

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of use under instrument conditions. Each of the aircraft shall either be owned or under written lease to the operator. The aircraft must meet the requirements of the Federal Aviation Administration Air Taxi Commercial Operator Certificate held by the operator.

The operator shall have and provide evidence of appropriate Federal Aviation Administration Certificate for Air Taxi and/or Air Charter Operations.

The prospective Operator shall provide reasonable assurance of a continued availability of qualified operating crews and approved aircraft within a reasonable or specified maximum notice period.

5. Hours of Operation

Operator shall have its premises open and services available 8 hours daily, 7 days a week; and shall provide on-call services during hours other than the aforementioned.

6. Air Taxi Company Not Based on Max Westheimer Airport

Air Taxi Companies Not Based on Max Westheimer Airport but who are providing scheduled service to and from the Airport, are exempted from these minimum standards and requirements if they can verify an agreement with another airport within 25 miles of the Airport.

7. Insurance Coverage

Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator, or designated representative.

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H. Specialized Aircraft Repair Services (Radio, Painting, Upholstery, Propellers, Instruments, Accessories, etc.)

A specialized aircraft repair service is an entity engaged in the business of and providing a shop, or combination of Federal Aviation Administration Certified shops for the repair of aircraft radios, propellers, instruments, and accessories, for general aviation aircraft. This category includes the sale of aircraft parts and accessories of the type repaired, but such is not an exclusive right.

Any Lessee desiring to engage in specialized aircraft repair services shall provide as a minimum the following services and facilities:

1. Land

The leasehold shall contain not less than 20,000 square feet of ground lease for buildings, aircraft parking area, automobile parking and other necessary facilities.

2. Buildings and Improvements

Within the leasehold, operator will lease or construct a building providing at least 3,000 square feet of floor space to hangar at least two (2) aircraft, to house all equipment, and to provide an office, shop, restrooms, lounge and telephone facilities for customer use; auto parking space with adequate area for a minimum of 10 automobiles (no "on-street parking), a paved walkway and a paved aircraft apron (5,000 square feet). The avionics portion of the services offered must maintain current the qualification of Class I and Class II FAA designated repair station.

3. Personnel

Operator shall provide sufficient trained personnel in such numbers as are required to meet the standards set forth in an efficient manner, but no less

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than 2 persons currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed and one other person not necessarily rated.

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4. Services

The Operator shall obtain and maintain, the repair station certificates as required by the Federal Aviation Administration, which are applicable to the operation contemplated. The Operator may furnish one, or if desired, any combination of the services mentioned above.

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

5. Hours of Operation

Operator shall have its premises open and services available 8 hours daily, 5 1/2 days a week, including 1/2 day on Saturday morning.

6. Insurance Coverage

Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator, or designated representative.

I. Specialized Commercial Flying Services

A specialized commercial flying services operator is a person or persons, firm or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

1. Nonstop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport.

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2. Crop-dusting, seeding, spraying and bird chasing.
3. Banner towing and aerial advertising.
4. Aerial photography or survey.
5. Fire fighting.
6. Power line or pipeline patrol.
7. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

Any Lessee desiring to engage in specialized commercial flying services shall provide as a minimum the following services and facilities:

1. Land

The leasehold shall contain not less than 20,000 square feet of ground lease for buildings, aircraft parking area, automobile parking and other necessary facilities.

2. Buildings and Improvements

Within the leasehold, operator will lease or construct a building providing at least 3,000 square feet of floor space for aircraft and other storage, and at least 800 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking space with adequate area for a minimum of 10 automobiles (no "on-street parking), a paved walkway and a paved aircraft apron.

Special Requirements for operators providing services involving crop dusting, aerial application, other commercial use of chemicals.

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- Operator must hold an Agricultural Aircraft Operator Certificate issued by the FAA, and provide a centrally-drained, paved area of not less than 4,000 square feet for aircraft loading, washing and servicing.
- Operator shall also provide a segregated chemical storage area, protected from public access, for the safe storage and containment of noxious chemical materials, tank trucks for handling of liquid spray and mixing liquids, adequate ground equipment for handling and loading of dusting materials. Such facility shall be built and operated in full compliance of all applicable local, EPA, State Water Commission, State Department of Agriculture, and State Department of Health rules and regulations governing such an operation. Location of such facility, which will provide the greatest safeguard to the public, will be designated by the University.
- The area used by aerial applicators should be located as far as possible from inhabited areas, parks, etc., and well marked with warning signs.
- Acceptable surface drainage from the aerial applicator's area is needed. Drainage from this area must not flow through a park, industrial area, residential area, or near municipal or private water wells, or into a municipal water supply. Any drainage from the chemical mixing and aircraft loading area and the contaminated aircraft wash area must be contained and treated as a controlled industrial waste. These wastes may be placed in a specially constructed fenced total retention evaporation lagoon or an underground tank which is regularly pumped out, and these wastes must be disposed of in compliance with the Oklahoma Controlled Industrial Waste Disposal Act and applicable Federal statutes and regulations.
- Water supplies must be protected by the use of a reduced pressure vacuum breaker between the water distribution system serving the public and that part of the system serving the area where chemicals are mixed and contaminated aircraft are serviced and washed. A fixed air gap must be maintained between the water supply and chemically contaminated

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tanks and other equipment.

- A secure area, usually with six foot high chain link fence, with lockable gates, to protect aircraft and contaminated equipment.
- Prevailing winds should carry pesticide vapors away from inhabited or heavily used areas.

3. Personnel

Operator shall provide sufficient trained personnel in such numbers as are required to meet the standards set forth in an efficient manner, but no less than 1 person holding a current Federal Aviation Administration commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed, and 1 other person to assist in the loading and servicing of aircraft.

4. Services

The Operator shall provide and have based on his leasehold, either owned or under written lease to the operator, not less than 2 airworthy aircraft, suitably equipped for and meeting all the requirements of the Federal Aviation Administration and applicable regulations of the State of Oklahoma with respect to the type of operations to be performed.

In the cast of crop-dusting or aerial application, the operator shall provide tank trucks for the handling of liquid spray and mixing liquids. The operator shall also provide ground equipment for the safe handling and safe loading of chemical application materials.

5. Hours of Operation

Operator shall must provide, by means of an office or a private business telephone, a contact for those desiring to utilize the operator's services.

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6. Insurance Coverage

Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator, or designated representative.

J. Flying Clubs

To operate a Flying Club, the following conditions must exist.

1. Club must be a non-profit Oklahoma corporation or partnership.
2. Each member must be a bonafide owner of the aircraft or be a member of the corporation or partner in the partnership owning the aircraft.
3. Club may not derive a profit from the operation, maintenance or replacement of its aircraft.
4. Club aircraft will not be used by other than bonafide members for rental and by no one for commercial operations.
5. Flight instruction may not be given in club aircraft except when arrangements are made with through a Flight Training Operator who is currently approved to offer services at Max Westheimer Airport or by an instructor who shall not receive remuneration in any manner for such service.
6. Operator shall file a copy of its By-Laws, Articles of Association, partnership or other documentation supporting its existence and shall keep current with the Administrator, or designated representative a complete list of the Club's Membership including names of Officers and Directors;

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evidence that ownership of Club aircraft is vested in the Club; and operating rules of the Club. The books and other records of the Club shall be available for review at any reasonable time by the Administrator, or designated representative or other University representative.

Non-Exempt Flying Clubs: Non-Exempt Flying Clubs shall be considered commercial aeronautical activities and shall meet the Standards established for Commercial Flying Clubs.

K. Airport Tenant

An Airport Tenant is any person who stores wholly owned or leased aircraft and/or performs service or maintenance on wholly owned or wholly leased aircraft. Such person may provide fuel for owned or leased aircraft, but only after meeting the requirements set forth in the "Non-Commercial Aircraft Fuels and Oil Dispensing" section of this document. Such person shall not hangar aircraft owned by others, nor offer, nor provide, for financial gain, any services whatsoever to others, except, however, other's aircraft may be temporarily hangared without compensation. "Temporarily" means less than sixty (60) days in any one calendar year.

Insurance coverage shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative and 10 days advance written notice of any change to any policy shall be given to the Administrator, or designated representative.

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Section III
Other Operations

A. Limited FAR Part 61 Flight Training

All individuals desiring to conduct flight training, other than in conjunction with a FAR part 141 or Unlimited FAR Part 61 operation, and using a Max Westheimer Airport tie-down, hangar or other leased space as a base of operation shall:

1. Hold a current FAA certified flight instructor certificate.
2. Be present at the airport for all students flights.
3. Obtain an annual letter of authorization from the University. This letter expires on June 30 of each year. Requests for renewal must be submitted sixty (60) days prior to expiration and demonstrate continued FAA certification
4. Pay, to the University in advance, fees as identified in *Attachment III, Lease Terms and Conditions, Rates and Fees Schedule*. The fee payment is waived for fixed base operations and specialty shop operators who choose to conduct unrestricted FAR Pate 61 or FAR Part 141 flight instruction whenever flight instruction authorization is contained in an existing lease with the Board of Regents of the University of Oklahoma.
5. Use only dual equipped aircraft and insure they meet all FAA requirements for commercial operations.
6. Limit flight instruction to private pilot training, check pilot for IFR proficiency flights and private biannual flight reviews.
7. Obtain adequate insurance, i.e. \$75,000 per passenger seat public liability and \$100,000 property damage insurance. All policies will carry the Board of Regents and the University of Oklahoma, it's agents, servants and

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employees, as additional insured. A copy must be provided to the Manager, Airport Operations with the request for authorization and fee payment.

Violations of the subject criteria must be submitted, in writing to the Manager, Airport Operations for investigation and subsequent action, as appropriate.

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B. Non-Commercial Aircraft Fuels and Oil Dispensing

Introduction

Lessees holding Non-Commercial Aircraft Fuels Dispensing Permits shall not sell or deliver aircraft fuels to anyone other than Lessee. Fueling of any aircraft not owned or leased by Lessee (except in case of emergency) shall result in immediate revocation of the right to bring fuel upon, or store fuel on, airport property. Upon request by the University the Lessee shall provide evidence of ownership or lease of any aircraft being fueled. A corporation may not be formed for the expressed purpose of providing fuel services under this standard.

In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing" (available from the National Fire Protection Association, Incorporated, 470 Atlantic Avenue, Boston, Massachusetts, 02210), together with American Petroleum Institute quality control standards, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations.

1. Scope of Services

- a. In conducting refueling operations, the Lessee shall install and use adequate electrical grounding facilities at fueling locations, at all times, to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling, defueling, and servicing aircraft. All fueling services and systems shall be subject to inspection for fire and other hazards by the Administrator, or designated representative and the appropriate Federal, State and local fire agencies. Lessee shall meet all applicable fire codes: federal, state and local laws, statutes, ordinances, rules and regulations pertaining to fire safety.
- b. Lessee shall provide only the type or grade of fuel required to service the Lessee's aircraft. Fuel delivered shall be clean, bright, pure and free of

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microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the Lessee.

- c. Metered, filter-equipped dispensers fixed and mobile for dispensing grades of gasoline are required. Separate dispensing pumps and meters for each grade of fuel are required.
- d. If Lessee elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of 250 gallons for each fuel type provided. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, City, University, local Fire Code Regulations and National Fire Protection Association recommendations, requirements and regulations.
- e. Lessee's fixed storage tanks, shall have minimum capacity of 1,000 gallons (a separate tank is required for each type of fuel stored). Fuel storage tanks shall be above ground, shall be in a location approved by the University, and shall comply with applicable BOCA Standards, fire codes and ordinances of the City and University, and recommendations of the National Fire Protection Association. A Spill Prevention, Control and Counter measures (SPCC) plan shall be prepared and on file at the Administrator. The tank owner shall be liable and indemnify the University for damages from all leaks, spills, or other damage done through the use of and dispensing of fuel.

The Lessee shall be responsible for the costs of any cleanup, remediation, and/or fines that result from Lessee's contamination to the property leased to Lessee or to any other property affected by the contamination. Lessee will be responsible for these costs whether discovered during the term of the lease or at some future date and agrees to hold Lessor harmless from any claim resulting from Lessee's operations that might be asserted against the Lessor.

- f. Fuel storage tanks shall comply with requirements set out by the Environmental Protection Agency, FAA, State of Oklahoma and the City

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Codes including proof of liability insurance and financial responsibility as required by the EPA.

- g. All construction or improvement plans and specifications for the Fuel Farm (including landscaping) shall be prepared in accordance with local, State and Federal codes, ordinances and regulations now in force or hereinafter prescribed by authority of law and presented to the University, requiring the written approval of the University before any construction or installation may be undertaken. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.
- h. Lessee shall, in the event it becomes necessary to make physical changes on its premises, promptly make such changes and installations at its sole expense, subject to the approval of the University. Upon written notice by the University to Lessee, Lessee shall be required to perform whatever reasonable maintenance the University deems necessary. If said maintenance is not undertaken by the Lessee within ten (10) days after delivery of written notice, the University shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by the Lessee.
- i. Lessee shall maintain an accurate set of records detailing the total gallons of fuel delivered (daily, monthly and annually) so that the proper fuel royalty fees can be collected by the University. Such records may be subject to audit for verification.

2. Insurance Coverage

Shall be provided and paid for by the operator in the amounts specified in Attachment I, hereto, "Schedule of Minimum Insurance Requirements" with the board of Regents of the University as additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the Administrator, or designated representative, and 10 days advance written

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notice of any change to any policy shall be given to the Administrator or designated representative.

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	Combined Single Limit		
	Bodily Injury & Property Damage	\$ 1,000,000	each occ.
2.	Comprehensive Public Liability and Property Damage		
	Combined Single Limit		
	Bodily Injury & Property Damage	\$ 1,000,000	each occ.
3.	Hangars Keeper's Liability*	\$ 500,000	each occ.
4.	Products Liability*	\$ 500,000	each occ.

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C. AIRCRAFT RENTAL

1. Aircraft Liability

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

2. Comprehensive Public Liability and Property Damage

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

3. Student and Renter's Liability \$ 500,000 each occ.

D. FLIGHT TRAINING: UNRESTRICTED FAR PART 61 OR 141

1. Aircraft Liability

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

2. Comprehensive Public Liability and Property Damage

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

3. Student and Renter's Liability \$ 500,000 each occ.

4. Hangars Keeper's Liability* \$ 500,000 each occ.

E. PUBLIC AIRCRAFT FUELS AND OIL DISPENSING SERVICE

1. Aircraft Liability

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

2. Comprehensive Public Liability and Property Damage

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Combined Single Limit Bodily Injury & Property Damage	\$	1,000,000	each occ.
3. Hangars Keeper's Liability*	\$	500,000	each occ.
4. Products Liability	\$	500,000	each occ.

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F. AIRCRAFT ENGINE AND AIRFRAME MAINTENANCE AND REPAIR

1. Aircraft Liability

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

2. Comprehensive Public Liability and Property Damage

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

3. Hangars Keeper's Liability* \$ 500,000 each occ.

4. Products Liability \$ 500,000 each occ.

G. AIRCRAFT CHARTER AND AIR TAXI SERVICE

1. Aircraft Liability

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

2. Comprehensive Public Liability and Property Damage

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

3. Hangars Keeper's Liability* \$ 500,000 each occ.

4. Products Liability* \$ 500,000 each occ.

H. SPECIALIZED AIRCRAFT REPAIR SERVICES

1. Comprehensive Public Liability and Property Damage

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

- | | | | | |
|----|-----------------------------|----|---------|-----------|
| 2. | Hangars Keeper's Liability* | \$ | 500,000 | each occ. |
| 3. | Products Liability | \$ | 500,000 | each occ. |

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I. SPECIALIZED COMMERCIAL FLYING SERVICE

1. Aircraft Liability

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

2. Comprehensive Public Liability and Property Damage

Combined Single Limit
Bodily Injury & Property Damage \$ 1,000,000 each occ.

3. Hangars Keeper's Liability* \$ 500,000 each occ.

4. Products Liability* \$ 500,000 each occ.

J. FLYING CLUBS

1. Aircraft Liability

Bodily Injury and Property Damage
Including Passengers
(Club Members Must Be Named Insured) \$ 1,000,000 each occ.

K. AIRPORT TENANT

1. Aircraft Liability

Bodily Injury \$ 100,000 ea. per.
\$ 300,000 ea. occ.
Property Damage \$ 100,000 ea. occ.
Passenger Liability \$ 100,000 ea. pass.
\$ 300,000 ea. occ.

2. Comprehensive Public and Property Damage

Bodily Injury \$ 100,000 ea. per.
\$ 300,000 ea. occ.
Property Damage \$ 100,000 ea. occ.

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L. NON-COMMERCIAL AIRCRAFT FUELS AND OIL DISPENSING

1. Aircraft Liability

Bodily Injury	\$	100,000	ea. per.
	\$	300,000	ea. occ.
Property Damage	\$	100,000	ea. occ.

2. Comprehensive Public and Property Damage

Bodily Injury	\$	100,000	ea. per.
	\$	300,000	ea. occ.
Property Damage	\$	100,000	ea. occ.

NOTES

* Where applicable

Operators shall procure and maintain for any of its motor vehicles which are operated on the Airport proper, Motor Vehicle Liability insurance in the following limits:

Motor Vehicle Liability:

Combined Single Limit			
Bodily Injury & Property Damage	\$	400,000	each occ.

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ATTACHMENT IIa

UNIVERSITY OF OKLAHOMA
MAX WESTHEIMER AIRPORT

APPLICATION FOR COMMERCIAL AERONAUTICAL ACTIVITIES

All persons who desire to establish a commercial aeronautical operation on Max Westheimer Airport must first make application with the University of Oklahoma by providing the information requested on this form.

Space has been provided for a response to each question. In many cases, it may be necessary to attach additional information. If so, please indicate as "See Attached - Exhibit_____". Care should be taken in preparing this application as any incomplete, incorrect or false information may result in delays in approval or rejection. It should be noted that additional information not contained on the application form may be required by the University if deemed necessary as part of the approval process.

All financial information submitted will be kept confidential. Other information submitted as part of this Application will be made available to other approved Airport businesses upon request.

1. Name of Business:

Address:

Telephone:

Principal Owners:

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2. Describe specifically the type and nature of the proposed commercial aeronautical activity:

3. Proposed date for commencement of operations:

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4. Hours of proposed operations:
5. Provide evidence of support from potential customers, such as surveys, testimonies or other documentation.
6. Provide a marketing plan and program of techniques to be used for promotion.
7. If applicable, provide percent of intended sales or services (a) to aircraft based at Max Westheimer Airport and (b) to aircraft based elsewhere which will fly into Max Westheimer Airport.
8. Provide a forecast of personnel to be employed at Max Westheimer Airport.
9. Provide a description of past experience in the field of aviation services for which this application is being made.
10. Describe the key personnel and/or their positions for the proposed operation. Include experience data, such as a current resume or job description.
11. List certifications and licenses currently held or to be obtained. Include

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copies of certifications and licenses currently held.

12. Describe what arrangements, if any, which have been made, or which are anticipated, to sublease space for or from the proposed business.

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13. Describe amount, size and location of land to be leased, if any, at Max Westheimer Airport.
14. List number and type of aircraft to be utilized in the proposed operation.
15. List types and amounts of insurance coverage to be maintained for the proposed operation.
16. Attach a copy of a current financial statement. The prospective operator must provide a statement providing evidence of his/her financial responsibility from an area bank or trust company or from such other source that may be acceptable to the University and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability, e.g. letter of credit, to initiate operations and for the construction of necessary improvements. A cash flow and a profit and loss projection for the first five years of the proposed operation shall also be included.
17. Attach any additional information necessary to support the approval of the proposed operation.

The applicant(s) hereby respectfully requests that the University of Oklahoma consider the foregoing application by _____ for permission to perform the specified aeronautical activities at Max Westheimer Airport.

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By: _____ Title _____ Date _____ .

Signature _____ .

By: _____ Title _____ Date _____ .

Signature _____ .

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ATTACHMENT IIb

UNIVERSITY OF OKLAHOMA
MAX WESTHEIMER AIRPORT

APPLICATION FOR FUEL DISPENSING PERMIT

Type of Permit: Retail_____ Self-Fueler_____

Application is: Initial_____ Renewal_____

(1) Name: _____

(2) Address: _____

Location: _____

(3) Telephone Number: Owner_____

Applicant_____

(4) Annual Filing Fee:

\$100.00 for Initial_____

\$10.00 for Renewal_____

(5) Affidavits stating all officers, locations and dates of residence for the immediate preceding three (3) years:

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(6) Total Number of
Employees

Number of
Employees in Fueling
Operations

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(7) Listing of Qualified Fueling Operators to be Used for Fuel Dispensing:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(8) Hold Harmless Agreement: The undersigned agrees to hold the Board of Regents of the University of Oklahoma Harmless from loss from each and every claim and demand of whatsoever nature, made on behalf of or by any person or persons, including any costs of attorney fees associated therewith, for any wrongful act or omission on the part of the applicant, its agents, servants and employees, and from all loss and damage by reason of such acts or omissions.

Signature of Applicant: _____
(Owner or Authorized Person)

- (9) Include copies of STC (Supplemental Type Certificate) for any aircraft owned or leased by applicant. I certify that the above information is true and correct.

Date: _____

Name: _____

Signature: _____

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UNIVERSITY OF OKLAHOMA
MAX WESTHEIMER AIRPORT

AIRCRAFT FUEL DISPENSING PERMIT

(Permittee)
is duly authorized to
dispense fuel at

MAX WESTHEIMER AIRPORT under conditions listed in THE MINIMUM
STANDARDS AND REQUIREMENTS FOR THE CONDUCT OF
AERONAUTICAL SERVICES AND ACTIVITIES.

Type of Permit: _____

Retail Fueler: _____

Self-Fueler: _____

Vice President for Administrative Affairs

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Airport Administrator

Date Issued: _____

Expiration Date: _____

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ATTACHMENT III

LEASE TERMS AND CONDITIONS
RATES AND FEES SCHEDULE

For the purpose of maintaining and operating the airport and providing the public facilities thereon, certain charges are made. The following provides a schedule of rental rates to be paid to the University and documents the lease terms and conditions.

Schedule of Rental Rates 1

Land	\$.11	sq.ft./yr.
Existing Hangar Space	\$3.84	sq.ft./yr.
Existing Terminal Office Space	\$9.00	sq.ft./yr.
Building Structural Maintenance	\$.10	sq.ft./yr.
Aircraft Tie-Down Fees (single row)	\$30.00	ea./mo.
Aircraft Tie-Down Fees (back-to-back)	\$15.00	ea./mo.
Gasoline Sales	\$.032	sq.ft./yr.
Limited FAR Part 61 Flight Training	\$300.00	Initial AC/yr. + \$50.00Ea. Add. AC/yr.

Lease Terms and Conditions

1. If the University constructs and finances improvements, amortization is based on the then existing rate of financing cost plus 2% for 20 years.
2. Ground rental rates shall be periodically reviewed and renegotiated.
3. Building maintenance rent (exterior and structural) shall be charged on hangars and other large buildings.
4. The University shall collect fee for all tie-down areas from each operator.

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5. The rates or charges for aircraft parking, tie-down and storage made by operators shall be determined by the operators, subject to the approval of the University and subject, further, to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services. All other rates and charges shall be filed with the Administrator, or designated representative.
6. The University charges a fee for fuel delivered to the airport.

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7. All utilities are to be paid directly by the operator unless other arrangements are made with the University.
8. All building maintenance on University-owned or financed facilities is born by the operator except structural and external repairs (excluding hangar doors, maintenance and window repair which shall be the FBOs responsibility). Building maintenance on individually-owned facilities shall be born by the operator.
9. Any improvement (with prior University approval) made to the leased premises become the property of the University upon completion, but must be maintained by the operator.
10. Maintenance of the leased area (yards and shrubs) shall be the at of the operator. A certain amount of adjoining land is required to be leased.
11. Pavements constructed by the University will be maintained by the University. All others will be maintained by the operator.
12. All sublease agreements must receive proper written approval by the University.
13. Operator shall be required to carry public liability insurance for his sublease or provide a certificate of insurance which shows the lessee and the Board of Regents for the University of Oklahoma as named insured, in amounts commensurate with sublessee's individual activities and services.
14. Landscaping of facilities is required. Each operator will be required to provide a plan for landscaping his area to be approved by the University and maintained by the operator in a neat, clean and aesthetically-pleasing manner.
15. These Minimum Standards and Requirements shall be an integral part of the lease agreement, by reference, the same as if written out in full.

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Notes

- 1 Rental fee schedule is based on appraisals which are conducted by the University every two years.
 - 2 Gasoline sales fee will increase to \$.04 on July 1, 1995 and to \$.05 on January 1, 1996.
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