

Tampa International Airport Airline Partners Guidebook





Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

DISCLAIMER:

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

All information contained in this notebook is time-sensitive and subject to periodic change without notice. The content of this notebook is not intended to be all-inclusive, nor is it to be taken as valid after the "Last Updated" date specified. Every effort has been made to provide current, accurate, relevant information to prospective or new operators and tenants at Tampa International Airport. However, it is the responsibility of the reader to obtain complete and current information from the Hillsborough County Aviation Authority (Authority) website: www.tampaairport.com or by submitting a written request for information to the Authority's Real Estate Department.

Samples of contractual documents do not constitute a binding agreement with the Authority. No contract is binding on the Authority until such contract is executed by the Authority.



INTRODUCTION FOR NEW AIR CARRIERS

Prepared by:

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Vice President of Real Estate
Hillsborough County Aviation Authority
Tampa International Airport
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Tampa International Airport

Airline Partners Guidebook

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- Required Submittals
- I.T. Services
- Gate Tool

Introduction





Peter O. Knight Airport
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Welcome to our newest business partner!

Hillsborough County
Aviation Authority
P.O. Box 22287
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The Real Estate team is excited to welcome you to our beautiful airport and is committed to providing the highest level of service possible to make your operations successful!

We understand the complexities involved in airline operations, and our team stands ready to do what it takes to meet your needs. Please do not hesitate to reach out to me, Rebecca, Nancy, or Jackie for any of your requirements, and we will work hard to provide you with immediate and accurate information.

We pride ourselves as being the most customer focused and welcoming airport you will do business with, and we look forward to expressing that to you each and every day!

Tony O'Brian
Vice President of Real Estate
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Peter O. Knight Airport
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The Hillsborough County Aviation Authority: Structure

Hillsborough County
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The Hillsborough County Aviation Authority is an autonomous unit of County government, created by the 1945 Florida Legislature and charged with the operation of all publicly-owned aviation facilities within Hillsborough County, Florida.

A series of special acts of the Legislature have broadened the scope of the Aviation Authority, giving it the full prerogatives of a public corporation. The key feature in the structure of the Aviation Authority is the requirement that all moneys of the Aviation Authority be kept separate from all other governmental units, and these moneys cannot be spent for anything other than aviation purposes. The Aviation Authority is empowered to promulgate and enforce all rules and regulations required for the proper operation of its facilities.

The Aviation Authority is comprised of a five-member Board, three members of which are appointed to four-year terms by the Governor of Florida on a staggered basis. The other two members are ex-officio: the Mayor of the City of Tampa and a member of the Hillsborough County Board of Commissioners.

Gubernatorial appointments occur at two-year intervals and at these times the Board reorganizes itself, electing officers for the ensuing two years.

The Chief Executive Officer of the Aviation Authority is Joseph W. Lopano.

FY Rates & Charges



Non-Signatory & Signatory
Fiscal Year 2024 Fees & Charges
 October 1, 2023- September 30, 2024

	<u>NON-SIGNATORY RATE</u>	<u>SIGNATORY RATE</u>
LANDING FEES:	\$2.531/1000#s CMGLW	\$2.408/1000#s CMGLW
JOINT USE FEES:		
Terminal:	\$2.37 per enplanement	\$2.25 per enplanement
Airside:	\$0.83 per enplanement	\$0.79 per enplanement
AVERAGE TERMINAL BUILDING RENTAL RATES:	\$245.01 per sq. ft./year	\$233.34 per sq. ft./year
AIRSIDE BUILDINGS RENTAL RATE:	\$126.41 per sq. ft./year	\$120.39 per sq. ft./year
PER USE TICKET COUNTER FEE (HCAA) (PER POSITION):	\$36.00	\$34.30
PASSENGER TRANSFER SYSTEM (PTS) FEE:	\$1.33 per enplanement	\$1.26 per enplanement
PER USE GATE FEE (HCAA):		
Commuter:	\$103.90	\$99.00
Narrow Body:	\$207.90	\$198.00
Wide Body:	\$311.80	\$297.00
AIRCRAFT PARKING FEES BY CLASSIFICATION (For each 2 hours per 24 hour period):		
Commuter:	\$25.60	\$24.40
Narrow Body:	\$92.50	\$88.00
Wide Body:	\$138.75	\$132.00
CARGO AIRCRAFT PARKING APRON FEE (For each 2 hours per 24 hour period):		
Up to 12,500 lbs. CMGLW	\$12.60	\$12.00
12,501 lbs. to 220,000 lbs. CMGLW	\$60.90	\$58.00
Over 220,001 lbs. CMGLW	\$120.75	\$115.00
BAG HANDLING SYSTEM FEE	\$0.57 per enplanement	\$0.54 per enplanement
TERMINAL SUPPORT FEE (HCAA)	\$0.1341 per enplanement	\$0.1276 per enplanement
OTHER PER USE FEES (HCAA)	FEE	
FIS (Federal Inspection Service Facility):	\$6.00 per deplaned post-cleared international passenger	
Curbside per use:	\$28.80 per position per flight	\$27.40 per position per flight
HCAA International Club Room:	\$105.00/ 4-hour period	\$100.00/ 4-hour period
	\$26.25/ Additional hour;	\$25.00 / additional hour;
	\$210.00 – Maximum Daily Fee	\$200.00 – Maximum Daily Fee
SERVICE	FEE	
PFC (Passenger Facility Charge)	\$4.50 less \$0.11 collection compensation per enplaned passenger	

ALL RATES ARE SUBJECT TO CHANGE



Tampa International Airport
Fiscal Year 2024 Budget Book

Over the Horizon





**PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
HILLSBOROUGH COUNTY AVIATION AUTHORITY
BUDGET FOR FISCAL YEAR 2024
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Peter O. Knight, Plant City and Tampa Executive Airports
Hillsborough County Aviation Authority
Fiscal Year 2024 Budget
Over the Horizon

The Aviation Authority team has established a solid foundation for the future. Our organization is in its strongest financial position ever, buoyed by record passenger traffic and revenues. Setting our sights on the horizon, we're heavily focused on longer-term plans for strategic growth and continued prosperity. Plans for Airside D, approved by the Board in September 2022, are well underway. Ricondo & Associates, the Authority's Master Planning consultant, is close to completing Tampa International Airport's Master Plan Update (MPU). This comprehensive analysis will provide guidance for facility and capital needs through the early to mid-2040s. The initial evaluation of a potential North Terminal facility and additional development within the existing Terminal complex is included in the MPU, which would allow the current facilities to serve our passengers through approximately 2040.

The combination of greater facility needs and higher-than-typical inflationary pressures are projected to result in higher Operating and Maintenance (O&M) expenses, capital expenses and annual debt service levels over the next 20 years. The Authority's Finance team, working with Ricondo & Associates and Frasca & Associates, HCAA's financial advisor, have already started focusing on the affordability and potential funding sources for the Authority's longer-term capital programs.

The FY2024 Capital Budget encompasses 26 repair and replacement projects with an estimated cost of \$95.7 million. Larger capital projects scheduled for next year include the replacement of the Airside E shuttle cars and system, the rehabilitation of Runway 18/36 and several taxiways and aprons at Tampa Executive Airport, the replacement of parking-related equipment, and the design portion of the West Side baggage system replacement. More than 80% of the FY2024 Capital Program will be funded through Authority funds from operations or municipal bonds, with the Authority contributing \$57.4 million of Authority funds for the proposed projects.

Despite continuing increases in both capital requirements and debt service, the Authority's strong financial performance is expected to continue through the end of the 2030s with the Authority able to manage the higher future debt service levels. The Authority projects it will finish FY 2023 with operating revenues of approximately \$379.5 million, finishing \$36.0 million or 10.5% higher than the FY2023 Budget, operating expenses are projected to total approximately \$181.1 million, finishing the year \$614,000 or 0.3% lower than the FY2023 Budget, and funds available for Capital Improvement & Reserves of \$141.9 million or \$38.3 million, 36.9% better than Budget.

During FY2023, Tampa International Airport (TPA) surpassed FY2019 passenger traffic levels as the Tampa Bay region continued to be one of the fastest-growing metropolitan areas in the country. The FY2024 Budget reflects sustained passenger growth at TPA, with an 8.6% increase in enplanements versus FY2023 projections, and an estimated 25.2 million total passengers during the fiscal year.

Operating revenues are projected to total \$408.6 million during FY2024, approximately \$29.1 million higher than FY2023 and \$136.9 million higher than FY2019 budget levels. The FY2024 revenue budget includes continued growth across major passenger-related revenue drivers such as Parking, Concessions and Rental Cars, as demand for air travel continues to increase. The SkyCenter One office building, purchased in March 2023, will generate more than \$7.3 million in revenues during FY2024. The purchase of the office building is projected to positively impact the overall Authority bottom line by \$8.5 million in FY2024 through the combination of tenant rentals and the elimination of Authority rent paid. Airline revenues will also increase as both landing fee revenues and airline-funded debt service increase. The FY2024 Budget also includes approximately \$30.1 million in investment interest income as the Authority continues to take advantage of the current higher interest rate environment.

The combination of continued inflationary pressures and additional personnel expenses are projected to be the predominant drivers of increased operating expenses during FY2024. The Authority anticipates operating expenses totaling \$198.9 million, a \$17.7 million or 9.8% increase compared to FY2023 projections. Approximately \$7.1 million of the FY2024 total will be funded by CFC revenues. After CFC offsets and allocations, net operating expenses from current operations are projected to increase by \$16.2 million or 9.2% compared to the FY2023 budget.

Debt Service from current operations is projected to total \$61.9 million in FY2024, a \$6.7 million or 12.3% increase versus the FY2023 full-year projection. Annual debt service levels on existing debt are currently programmed to continue increasing to approximately \$100 million a year by the end of this decade. The next new money debt issue is currently scheduled for the 4th quarter of 2024 when the Authority plans on issuing approximately \$450 million in senior-lien debt and \$232 million in subordinate-lien debt to fund the construction of Airside D and other capital projects.

During FY2024, the continued strong revenue growth is projected to more than offset the higher O&M and debt service levels resulting in record funds available for Capital Improvements & Reserves of \$146.2 million for the Authority. As a result, unrestricted cash reserves should total approximately \$272.2 million at the end of FY2023, increasing to \$344.1 million at the end of next year.

The Authority projects an airline cost per enplanement (CPE) of \$10.18 for FY2024, which is approximately 4.5% higher than the projected FY2023 levels of \$9.74. Cost per enplanement is projected to increase gradually as we move through the next decade, primarily driven by the increased annual debt service levels. Despite the projected increases, TPA is expected to remain one of the most cost-competitive and financially strong airports in North America moving forward.

Budget Approval

The FY2024 Budget is presented at a level of detail that is relevant for the various stakeholders of the Airport. The Authority Board adoption of the FY2024 Budget effectively approves the Budget in four major categories: Operating Expenses, Capital Development Programs, Debt Service and Airline Rates and Charges. The Capital Development Program includes capital projects and equipment for FY2024 as well as ongoing capital approved in prior years. A Budget amendment would be required if total expenditures under any of the major categories listed exceeds or are expected to exceed the Board-approved budgeted total. Additional information regarding these major categories is included in the Operating Expenses, Capital Development Programs, Debt Service and Airline Revenues, Rates and Charges sections within this Budget Message.

Passenger Activity

Tampa International Airport’s passenger levels for FY2023 are projected to be 11,605,746 enplanements which represent a 916,915, or 8.6% increase in enplanements versus FY2022.

For FY2024, the Aviation Authority projects passenger enplanements to total 12,603,707, an increase of 997,961 enplanements, or 8.6% versus FY2023 and 13.7% higher than FY2019.

The growth in enplanements is driven by airline response to the Tampa Bay region’s nation-leading economic growth. Airlines continue to add both new and incremental service in domestic and international markets.

A summary of passenger enplanements since FY2019 is shown below:

Fiscal Year	Enplanements	% Change
2019 Actual	11,085,290	5.4%
2020 Actual	6,681,063	-39.7%
2021 Actual	7,717,164	15.5%
2022 Actual	10,688,831	38.5%
2023 Budget	11,724,168	9.7%
2023 Projected	11,605,746	-1.0%
2024 Budget	12,603,707	8.6%
2024 Budget vs. 2019	1,518,417	13.7%

The Authority is projecting to generate total operating revenues of \$408.6 million during FY2024, an increase of \$65.1 million or 19.0% versus the FY2023 Budget. The Authority will also generate an additional \$45.3 million in non-operating revenues through the collection of Customer Facility Charges (CFCs) and Transportation Facility Charges (TFCs). These funds will be utilized for CFC-related debt service and certain operating expenses. The Authority will also receive an estimated \$49.0 million through the collection of PFCs under the Passenger Facility Charge (PFC) program in FY2024. These funds are used for PFC-related debt service and capital projects.

A summary of operating revenues since FY2019 is shown below:

Fiscal Year	Operating Revenues*	\$ Increase (Decrease)	% Change
2019 Actual	\$271,702,349	\$31,129,610	12.9%
2020 Actual	\$196,116,278	(\$75,586,071)	-27.8%
2021 Actual	\$234,224,220	\$38,107,942	19.4%
2022 Actual	\$326,242,147	\$92,017,927	39.3%
2023 Budget	\$343,528,410	\$17,286,263	5.3%
2023 Projected	\$379,502,057	\$35,973,647	10.5%
2024 Budget	\$408,632,267	\$29,130,210	7.7%
2024 Budget vs. 2019		\$136,929,918	50.4%

*Operating Revenues represent gross revenue prior to airline settlement.

FY2023 Projected Operating Revenues – FY2023 operating revenues are projected to total approximately \$379.5 million, finishing the year \$53.3 million or 16.3% more than FY2022 and approximately \$36.0 million or 10.5% higher than the FY2023 Budget. During FY2023, we saw strong performance throughout all lines of business as the Authority continued to see strong originating passenger growth along with the return of business travelers. With the strong increase in originating traffic, parking revenue has reached record levels, overperforming the budget by more than \$9.3 million or nearly 11.3%. Rental car concessions have also continued to significantly outperform the average daily rate budgeted assumptions. Rental car revenue is projected to beat the FY2023 budget by \$4.6 million or 10.0% for the year. Finally, the combination of the actions taken by the Federal Reserve and an optimized cash flow, has resulted in the Authority’s interest income projected to be more than \$30.3 million, or \$17.1 million over budget for FY2023.

FY2024 Budgeted Operating Revenues – With a projected 1.0 million, or 8.6% increase in enplanements, passenger-driven revenue categories are projected to increase in FY2024, led by Parking, Concessions, Rental Cars, & Ground Transportation. The Authority’s cost-recovery rate-setting methodology will result in airline revenue increasing by approximately \$16.2 million or 13.4% because of operating expense increases across the campus and increases in debt service from the 2022 Bonds. Given the expectation that interest rates will only slowly decline over the year, the Authority is projecting interest income to remain flat year over year at approximately \$30.1 million in FY2024. Overall, the FY2024 revenue total of \$408.6 million represents a \$136.9

million or a 50.4% increase versus FY2019.

Operating Expenses

Approval of the Budget by the Board provides staff with the ability to effectively manage operating expenses on a day-to-day basis while ensuring that expenses are not in excess of the total budgeted amount. Operating expenses, detailed in Schedule 3, include salaries and benefits, contracted services, contractual maintenance, supplies and materials, utilities, insurance, and other expenses. Salaries, benefits, and other expenditures directly associated with capital construction are capitalized when projects are substantially complete and in service.

A summary of operating expenses since FY2019 is presented below:

Fiscal Year	Operating Expenses	\$ Increase (Decrease)	% Change
2019 Actual	\$144,488,584	\$13,149,985	10.0%
2020 Actual	\$140,124,890	(\$4,363,694)	-3.0%
2021 Actual	\$137,495,483	(\$2,629,407)	-1.9%
2022 Actual	\$164,894,394	\$27,398,911	19.9%
2023 Budget	\$181,756,693	\$16,862,299	10.2%
2023 Projected*	\$181,142,693	(\$614,000)	-0.3%
2024 Budget**	\$198,861,221	\$17,718,528	9.8%
2024 Budget vs. 2019		\$54,372,637	37.6%

*\$6.4 million funded from CFC revenues will offset a portion of APM and Rental Car Center expenses in FY2023

**\$7.1 million funded from CFC revenues will offset a portion of APM and Rental Car Center expenses in FY2024

FY2023 Projected Operating Expenses – FY2023 operating expenses are projected to total approximately \$181.1 million, finishing the year \$16.2 million or 9.9% higher than FY2022, and approximately \$614,000 or 0.3% lower than the FY2023 Budget.

FY2024 Budgeted Operating Expenses – Overall operating expenses are expected to total \$198.8 million for FY2024, an increase of \$17.1 million or 9.4% compared to the FY2023 Budget. The Authority will offset \$7.1 million of the gross amount by using CFCs for SkyConnect and Rental Car Center expenses resulting in a net operating expense of \$191.7 million for FY2024. As passenger traffic has recovered and is projected to be at a record level in FY2024, the Authority will continue to fill open positions that support the daily operation of the airport. In addition, due to the current inflationary environment, the Authority has seen cost increases across all main expense categories.

Capital Development Program

The Authority's capital development program, detailed on Schedule 6, is funded through a variety of sources including Federal Airport Improvement Program grants, Florida Department of Transportation grants, Bond or Bank Note Proceeds, Passenger Facility Charges and Authority funds. Authority funds available for Capital Improvements & Reserves are the amounts remaining after the payment of operating expenses and debt service. Capital funding source mixes are estimated for budgeting purposes and may change as projects commence.

The Capital Program Budget for FY2024 totals \$95.7 million, with \$57.4 million of that amount coming from Authority funds from Operations. Projects in the FY2024 Budget include ongoing annual capital needs, such as the replacement or upgrade of various systems, rehabilitation of structures, as well as various initiatives at the General Aviation facilities. The FY2024 Capital Program Budget is comprised of the following 26 projects:

- Airside E Shuttle Cars, Running Surface, Power, and Signal Rail Replacement - \$19.87 million
- RW 18/36, REIL, PAPI, Apron C, and TW C & F Rehabilitation (VDF) - \$15.93 million
- Westside Checked Baggage Screening System Relocation and Upgrades (Design Only) - \$9.84 million
- PARCS Equipment Replacement - \$9.28 million
- RPZ and Approach Areas – Aerials & Tree Trimming (All Airports) - \$5.26 million
- Light Detection and Ranging (LIDAR) - \$5.00 million
- TPA Real Estate Development -PH2 - \$3.99 million
- Add Shoulders to TW J East of RW 1R – Construction Only - \$2.60 million
- GA Facility Rehabilitation - \$2.59 million
- Main Terminal LED Technology Refresh - \$2.57 million
- TPA Structural and Pavement Rehabilitation - \$2.32 million
- FY ITS Commodity Purchases - \$1.90 million
- Fire Alarm System Upgrades for Main Terminal, STPG, LTPG – 1.74 million
- Airside E Cooling Tower Refurbishment - \$1.71 million
- Departure Drive Rehabilitation - \$1.70 million
- Replace ARFF Vehicle (ARFF 91 Striker 1500 – 2006) - \$1.56 million
- Runway Edge Lighting and RW 36 PAPI Lights Replacement (TPF) - \$1.52 million
- Baggage Handling Systems Servers Upgrade/Enhancement - \$1.45 million
- TPA Fuel Committee Projects - \$1.13 million
- Common Use Passenger Processing System Enhancement - \$1.00 million
- ARFF Station Envelope and HVAC System Rehabilitation - \$948,700
- Main Terminal Lounge Chair Replacement - \$669,000
- Maintenance and Tenant Contingency - \$403,800
- Carpet Replacement FIS and Transfer Level - \$281,000
- Airside A Airline and TSA Space Rehabilitation - \$262,800
- Airside E Passenger Boarding Bridges Painting - \$219,000

The estimated sources of funding for the FY2024 Capital Budget are shown below:

Funding Source	Amount
Bank Note/Bonds	\$25,617,468
Passenger Facility Charge Funds	\$2,603,000
Florida Department of Transportation Grants	\$7,649,032
Authority Funds from Operations	\$57,417,900
Federal AIP Grants	\$2,450,000
Total	\$95,737,400

Debt, Debt Service and Debt Service Coverage

As shown in detail on Schedule 8 and in summary on Schedule 1, debt service on the Authority’s outstanding long-term bonds and Truist Bank short-term line of credit will be met and the provisions of the Trust Agreement will be satisfied. Debt service paid from operating revenues will total \$55.2 million for FY2023 and \$61.9 million for FY2024.

Senior debt service coverage, related to revenue-backed debt, which under existing bond covenants is required to be maintained at a minimum of 1.25x, is projected at 3.37x for FY2024. Subordinated debt service coverage, related to PFC-backed debt and which under existing bond covenants is required at 1.25x, is projected at 6.54x coverage for FY2024. These debt service coverage estimates include the reduction in operating expenses related to the CRSSA/ARPA reimbursements as allowed by the trust agreement(s).

Fiscal Year	Senior Coverage	Subordinate Coverage
Requirement	1.25x	1.25x
2019 Actual	2.28x	4.14x
2020 Actual	1.79x	2.53x
2021 Actual	2.44x	3.74x
2022 Actual	3.64x	4.96x
2023 Budget	3.44x	6.01x
2023 Projected	4.22x	7.41x
2024 Budget	3.37x	6.54x

Authority Contribution to Capital and Reserves from Operations / Authority Bottom Line

With its record passenger traffic, the Authority will continue its efforts to maximize its bottom-line performance, focusing on strengthening its financial results from annual operations and supporting its long-term financial health. During FY2024, the Authority is projected to increase its funds available for Capital Improvements & Reserves by \$4.4 million or 3.1% vs. FY2023. After funding of the FY2024 capital program and capital equipment, the Authority expects to contribute \$86.1 million to reserves.

Fiscal Year	Funds Available from Operations	\$ Increase (Decrease)	% Change
2019 Actual	\$52,311,957	\$5,980,393	12.9%
2020 Actual	\$2,762,899	(\$49,549,058)	-94.7%
2021 Actual	\$39,998,821	\$37,235,922	1347.7%
2022 Actual	\$54,439,295	\$14,440,470	36.1%
2023 Budget	\$103,615,284	\$49,175,989	90.3%
2023 Projected	\$141,872,672	\$38,257,388	36.9%
2024 Budget	\$146,222,838	\$4,350,166	3.1%
2024 Budget vs. 2019		\$93,910,881	179.5%

**Funds Available from Operations are Net of ASIP, Revenue Sharing & Settlement*

Airline Revenues, Rates, Fees & Charges

A component of Authority revenues includes funds received from airlines operating at the Airport. Rates and fees to the airlines are established in accordance with the methodologies in the Airline Rates, Fees, and Charges Resolution, which commenced in FY2021.

The table below shows airline fees and charges, revenue sharing, air service incentive fee waivers and net charges to the carriers since FY2019.

Fiscal Year	Total Airline Fees & Charges	Revenue Sharing & Air Service Incentive Waivers	Net Airline Fees & Charges
2019 Actual	\$71,000,699	(\$16,253,182)	\$54,747,517
2020 Actual	\$60,424,690	(\$1,896,796)	\$58,527,894
2021 Actual	\$92,712,332	(\$8,805,225)	\$83,907,107
2022 Actual	\$110,983,470	(\$8,349,314)	\$102,634,156
2023 Budget	\$120,806,267	(\$8,961,626)	\$111,844,641
2023 Projected	\$120,898,683	(\$7,814,248)	\$113,084,435
2024 Budget	\$137,075,623	(\$8,716,802)	\$128,358,821

The following table shows the cost per enplanement and airline fees as a percent of all revenues, net of revenue sharing, at the Airport since FY2019:

Fiscal Year	Cost per Enplanement	Airline Fees as a % of Total Revenue
2019 Actual	\$4.94	21.4%
2020 Actual	\$8.76	30.1%
2021 Actual	\$10.87	35.8%
2022 Actual	\$9.49	36.3%
2023 Budget	\$9.54	32.6%
2023 Projected	\$9.74	29.8%
2024 Budget	\$10.18	31.4%

On July 24, 2023, the airlines serving Tampa International Airport met with Authority staff to review the FY2024 Budget and the fees and charges as shown on page 11.

Non-Signatory & Signatory
Fiscal Year 2024 Fees & Charges
 October 1, 2023- September 30, 2024

	<u>NON-SIGNATORY RATE</u>	<u>SIGNATORY RATE</u>
LANDING FEES:	\$2.531/1000#s CMGLW	\$2.408/1000#s CMGLW
JOINT USE FEES:		
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Narrow Body:	\$207.90	\$198.00
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AIRCRAFT PARKING FEES BY CLASSIFICATION (For each 2 hours per 24 hour period):		
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TERMINAL SUPPORT FEE (HCAA)	\$0.1341 per enplanement	\$0.1276 per enplanement
OTHER PER USE FEES (HCAA)	FEE	
FIS (Federal Inspection Service Facility):	\$6.00 per deplaned post-cleared international passenger	
Curbside per use:	\$28.80 per position per flight	\$27.40 per position per flight
HCAA International Club Room:	\$105.00/ 4-hour period	\$100.00/ 4-hour period
	\$26.25/ Additional hour;	\$25.00 / additional hour;
	\$210.00 – Maximum Daily Fee	\$200.00 – Maximum Daily Fee
SERVICE	FEE	
PFC (Passenger Facility Charge)	\$4.50 less \$0.11 collection compensation per enplaned passenger	

ALL RATES ARE SUBJECT TO CHANGE

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
PROJECTED SUMMARY OF OPERATING RESULTS
FISCAL YEARS ENDING SEPTEMBER 30, 2023 AND 2024

CONTRIBUTION TO RESERVES	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
Operating Revenues - Schedule 2	\$ 343,528,410	\$ 379,502,057	\$ 408,632,267
Operating Expenses - Schedule 3	\$ 181,756,693	\$ 181,142,693	\$ 198,861,221
Funded by Customer Facility Charges (CFCs) - Schedule 3	(6,190,962)	(6,426,009)	(7,116,592)
Operating Expenses from Current Operations	<u>\$ 175,565,731</u>	<u>\$ 174,716,684</u>	<u>\$ 191,744,628</u>
Funds Available for Debt Service	<u>\$ 167,962,679</u>	<u>\$ 204,785,373</u>	<u>\$ 216,887,639</u>
Debt Service			
Principal Payments - Schedule 8	\$ 50,025,000	\$ 50,025,000	\$ 51,690,000
Interest Payments - Schedule 8	74,459,891	74,259,891	72,416,259
Funded by Passenger Facility Charges (PFCs)	(30,384,397)	(30,384,397)	(30,389,217)
Funded by Customer Facility Charges (CFCs)	(26,599,526)	(26,599,526)	(26,600,244)
Funded by Capitalized Interest	<u>(12,115,200)</u>	<u>(12,115,200)</u>	<u>(5,168,800)</u>
Debt Service from Current Operations	<u>\$ 55,385,769</u>	<u>\$ 55,185,769</u>	<u>\$ 61,947,999</u>
Net Available Revenues	<u>\$ 112,576,910</u>	<u>\$ 149,599,604</u>	<u>\$ 154,939,641</u>
Estimated Airline Revenue Sharing	\$ (2,506,816)	\$ (4,362,491)	\$ (3,951,407)
Estimated Airline Settlement		1,956,482	
ASIP Waivers	(6,454,810)	(5,320,922)	(4,765,395)
Funds Available for Capital Improvements & Reserves	<u>\$ 103,615,284</u>	<u>\$ 141,872,672</u>	<u>\$ 146,222,838</u>
Capital Improvements Funded by Authority Funds	\$ (46,566,602)	\$ (46,566,602)	\$ (57,417,400)
Capital Equipment Funded by Operations	(3,483,800)	(2,420,661)	(2,680,400)
Contributions to Reserves From Operations	<u>\$ 53,564,882</u>	<u>\$ 92,885,409</u>	<u>\$ 86,125,038</u>

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
PROJECTED SUMMARY OF OPERATING RESULTS
FISCAL YEARS ENDING SEPTEMBER 30, 2023 AND 2024**

<u>AIRLINE COST PER ENPLANED PASSENGER</u>	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
Passenger Airline Landing Fees	\$ 28,283,452	\$ 27,316,117	\$ 32,459,375
Terminal Building Rental Revenues, Support, & BHS Fees	46,753,296	46,964,158	46,737,069
Airside Building Rentals and PTS Fees	45,769,519	46,618,408	57,879,180
Total Airline Fees & Charges	<u>\$ 120,806,267</u>	<u>\$ 120,898,683</u>	<u>\$ 137,075,623</u>
Estimated Airline Revenue Sharing Provision	\$ (2,506,816)	\$ (4,362,491)	\$ (3,951,407)
Estimated Airline Settlement	-	\$ 1,869,165	-
ASIP Waivers	(6,454,810)	(5,320,922)	(4,765,395)
Net Airline Fees and Charges	<u>\$ 111,844,641</u>	<u>\$ 113,084,435</u>	<u>\$ 128,358,821</u>
Estimated Enplaned Passengers	11,724,168	11,605,746	12,603,707
Airline Cost Per Enplaned Passenger	\$ 9.54	\$ 9.74	\$ 10.18

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
RESERVE BALANCES FORWARD AND CONTRIBUTIONS TO RESERVES
FISCAL YEARS ENDING SEPTEMBER 30, 2023 AND 2024

<u>CONTRIBUTION TO RESERVES AND RESERVE BALANCES FORWARD</u>	<u>FY 2023 FINAL BUDGET</u>	<u>FY 2023 PROJECTED RESULTS</u>	<u>FY 2024 FINAL BUDGET</u>
Reserves Balances Brought Forward	\$ 283,271,459	\$ 281,048,419	\$ 272,155,753
Annual Contributions to Reserves (from Schedule 1, Page 1)	\$ 53,564,882	\$ 92,885,409	\$ 86,125,038
Operating Reserve Deposit Requirement	\$ (2,736,554)	\$ (2,736,554)	\$ (2,580,184)
CRRSA Reimbursement	\$ -	\$ 1,813,881	\$ -
ARPA Reimbursement	\$ 29,812,172	\$ 33,085,667	\$ -
Reimbursements for EDS	\$ -	\$ 4,436,000	\$ -
ASIP Marketing Incentives	\$ (1,428,155)	\$ (2,085,129)	\$ (1,000,000)
Employee Incentive Program	\$ (5,250,000)	\$ (5,341,941)	\$ (5,600,000)
Authority Funded Capital Project Spend		\$ (7,500,000)	\$ (5,000,000)
Purchase of SkyCenter One		\$ (123,450,000)	
Reserves Ending Balances	<u>\$ 357,233,804</u>	<u>\$ 272,155,753</u>	<u>\$ 344,100,606</u>
<u>CONTRIBUTION TO CFC RESERVES AND RESERVE BALANCES FORWARD</u>	<u>FY 2023 FINAL BUDGET</u>	<u>FY 2023 PROJECTED RESULTS</u>	<u>FY 2024 FINAL BUDGET</u>
CFC Reserves Balances Brought Forward	\$ 31,400,689	\$ 31,241,279	\$ 33,008,468
Contributions to CFC Reserves from CFC Revenue	\$ 6,729,453	\$ 6,599,083	\$ 5,273,964
50% Reimbursement to Public Common Areas to O&M	\$ (1,083,670)	\$ (1,100,746)	\$ (1,153,288)
100% Reimbursed Rental Car Center Costs to O&M	\$ (1,547,258)	\$ (1,731,148)	\$ (1,859,699)
Rental Revenue Recovery	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)
CFC Reserves Ending Balances	<u>\$ 33,499,214</u>	<u>\$ 33,008,468</u>	<u>\$ 33,269,445</u>

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING REVENUES

DESCRIPTION	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
Passenger Airline Revenues			
Passenger Airline Landing Fees	\$ 28,283,452	\$ 27,316,117	\$ 32,459,375
Terminal Building Rental Revenues, Support, & BHS Fees	46,753,296	46,964,158	46,737,069
Airside Building Rentals and PTS Fees	45,769,519	46,618,408	57,879,180
Total Passenger Airline Revenues	\$ 120,806,267	\$ 120,898,683	\$ 137,075,623
Concession Revenues			
Rental Cars Concessions	\$ 46,444,605	\$ 51,084,491	\$ 52,586,931
Peer to Peer Rental	832,055	1,413,933	1,342,938
Food and Beverage Concessions	19,462,857	21,043,789	22,675,829
Retail Merchandise Concessions	10,430,282	11,153,816	12,167,828
Hotel Concessions	2,115,506	2,448,101	2,528,882
Advertising Concessions	1,657,562	1,898,301	1,968,780
Passenger Services Concessions	659,403	749,018	776,586
Other Concession Rentals	37,828	42,560	43,291
Total Concession Revenues	\$ 81,640,098	\$ 89,834,007	\$ 94,091,064
Parking and Ground Transportation Revenue			
Parking	\$ 82,152,532	\$ 91,419,985	\$ 96,399,012
Per Trip Fee	6,986,896	8,075,339	8,915,233
Total Parking and Ground Transportation Revenue	\$ 89,139,428	\$ 99,495,324	\$ 105,314,246
Cargo Revenue			
Cargo Complex	\$ 3,980,337	\$ 3,523,863	\$ 3,527,613
Cargo Ramp	394,027	297,220	227,373
Cargo Airline Landing Fees	2,888,039	2,457,490	1,750,680
Total Cargo Revenue	\$ 7,262,403	\$ 6,278,573	\$ 5,505,666
TSA Revenues and Reimbursements			
Reimbursement for LEOs	\$ 144,996	\$ -	\$ -
Utilities Reimbursement	346,373	318,998	300,061
Space Rental	302,356	341,461	353,412
Total TSA Revenues and Reimbursements	\$ 793,725	\$ 660,459	\$ 653,473
General Aviation			
Tampa International Airport	\$ 3,603,270	\$ 3,551,582	\$ 3,845,822
Peter O Knight	550,476	602,592	631,016
Plant City	227,173	232,499	258,221
Tampa Executive Airport	982,075	998,235	1,040,305
Total General Aviation	\$ 5,362,994	\$ 5,384,908	\$ 5,775,364

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING REVENUES**

DESCRIPTION	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
Other Revenues			
Commercial Area Rentals	\$ 7,620,097	\$ 7,688,086	\$ 8,084,956
SkyCenter	3,500,528	3,376,036	7,277,912
Terminal Complex Reimbursables	4,043,783	4,648,406	4,899,844
Maintenance Hangar & Fuel Farm	4,412,860	4,658,397	4,765,171
Flight Kitchen Concessions	710,377	1,059,966	1,055,243
Other Airfield Concessions	3,616,140	3,594,504	2,704,636
Distributed Antenna System (DAS)	466,258	466,258	466,290
Other Revenues	888,221	1,150,836	836,776
Total Other Revenues	<u>\$ 25,258,264</u>	<u>\$ 26,642,489</u>	<u>\$ 30,090,828</u>
Interest Income	\$ 13,265,231	\$ 30,307,614	\$ 30,126,003
Total Operating Revenues	<u>\$ 343,528,410</u>	<u>\$ 379,502,057</u>	<u>\$ 408,632,267</u>
Less: Airline Settlement		<u>\$ 1,956,482</u>	
Less: Total ASIP Fee Waivers	<u>\$ (6,454,810)</u>	<u>\$ (5,320,922)</u>	<u>\$ (4,765,395)</u>
Net Operating Revenues	<u>\$ 337,073,600</u>	<u>\$ 376,137,617</u>	<u>\$ 403,866,872</u>
Customer Facility Charges	<u>\$ 44,572,017</u>	<u>\$ 42,101,829</u>	<u>\$ 45,311,831</u>
Passenger Facility Charges	<u>\$ 46,064,843</u>	<u>\$ 45,090,064</u>	<u>\$ 48,967,292</u>

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING EXPENSES

DESCRIPTION	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
Salaries and Benefits			
Salaries & Wages	\$ 56,080,297	\$ 55,660,624	\$ 60,473,825
Overtime & Holiday Worked	1,076,050	908,586	838,817
FICA Contributions	4,329,222	4,259,698	4,652,002
Florida State Retirement	8,678,716	8,731,292	10,712,446
Deferred Compensation	1,275,871	1,205,563	1,303,357
Group Medical Insurance	12,624,630	11,763,510	12,320,747
Other Employee Insurance	611,500	594,664	596,046
Compensation Insurance	759,120	775,247	787,318
Uni-leave and Vacation Payout	1,795,250	2,257,124	1,518,591
Other Employee Costs	1,319,173	1,262,300	1,494,892
Total Salaries and Benefits	\$ 88,549,830	\$ 87,418,608	\$ 94,698,040
Contracted Services			
Aircraft Rescue & Fire Fighting	\$ 7,409,300	\$ 7,041,501	\$ 7,709,988
Airport, Engineering & Insurance Consultants	575,000	707,672	1,290,995
Audit	196,500	212,744	202,395
Business Improvement Studies	296,111	265,507	468,380
Concession Warehouse Management Fee	2,031,061	2,018,827	2,271,248
Concessions Promotion Program	313,510	366,487	501,404
Employee Parking	2,800,000	2,975,636	2,799,996
Environmental Testing	203,200	215,683	263,400
Property Management	-	401,206	832,926
Legal	505,000	163,138	321,727
Other Services	4,557,821	4,351,946	4,803,446
Promotional Advertising	371,000	354,802	404,806
Public Parking	4,848,146	4,615,141	4,924,792
RCC Baggage Services	1,400,000	1,580,329	1,700,004
RCC Passenger Services	124,450	128,448	131,004
Total Contracted Services	\$ 25,631,099	\$ 25,399,067	\$ 28,626,511

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING EXPENSES

DESCRIPTION	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
Contractual Maintenance			
Elevator/Escalators	\$ 2,792,486	\$ 2,743,014	\$ 2,960,184
Janitorial	13,840,256	13,814,060	14,966,546
Landscaping and Other	427,400	434,011	525,532
Office Equipment Maintenance & Flight Information	4,900,972	4,410,951	5,153,796
Other Building Maintenance	1,725,110	1,797,800	2,252,380
Shuttle Maintenance	3,968,114	3,962,450	4,206,110
SkyConnect Maintenance	4,937,894	5,048,856	5,808,800
Trash Removal	866,800	865,953	913,404
Total Contractual Maintenance	\$ 33,459,032	\$ 33,077,095	\$ 36,786,752
Supplies and Materials			
Building Interior/Exterior Supplies	\$ 208,040	\$ 215,249	\$ 222,183
Building System Supplies	470,475	604,314	558,707
Electrical Supplies	1,714,426	1,877,092	1,735,352
Fuel, Oil and Lube	388,000	407,350	439,092
Ground Maintenance Supplies	171,132	182,706	179,856
Office Supplies	129,610	87,819	112,569
Other Materials and Supplies	1,426,704	1,842,472	2,263,320
Total Supplies and Materials	\$ 4,508,387	\$ 5,217,002	\$ 5,511,079
Utilities			
Electricity	\$ 13,216,800	\$ 14,016,540	\$ 15,034,188
Natural Gas	125,000	89,848	114,996
Telecommunications	749,471	753,781	721,008
Water & Sewer	1,898,750	2,032,952	2,063,664
Total Utilities	\$ 15,990,021	\$ 16,893,121	\$ 17,933,856
Insurance	\$ 6,257,197	\$ 7,238,758	\$ 10,084,306

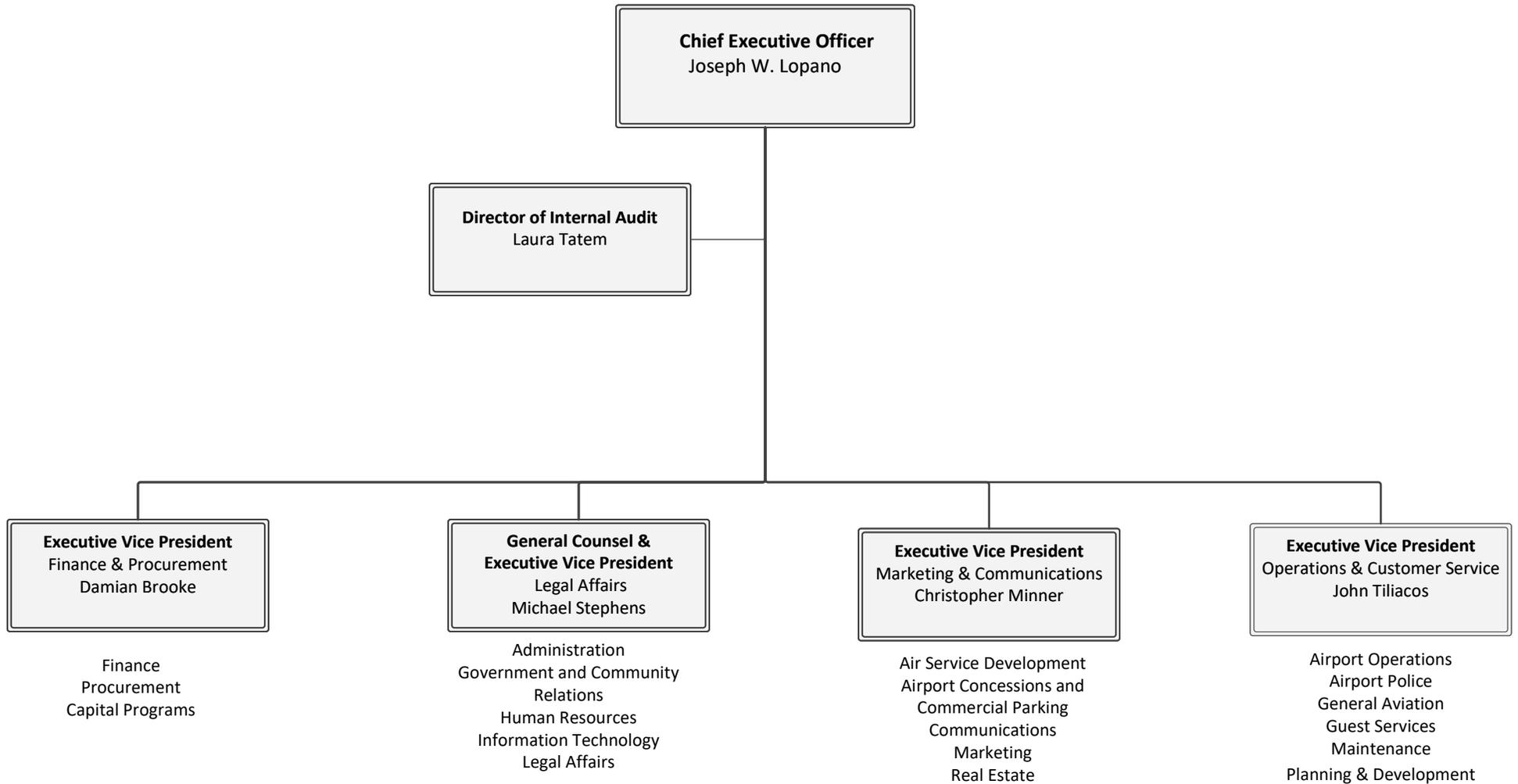
**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING EXPENSES**

DESCRIPTION	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
Other Expenses			
Cloud Information Service	\$ 3,119,076	\$ 3,125,919	\$ 3,569,952
Dues & Subscriptions	995,300	929,796	890,415
Employee Recruitment	416,650	339,474	321,648
Fingerprinting	96,000	82,960	90,000
Ad Valorem Taxes	45,000	584,443	833,148
Maintenance Contingency	160,000	87,535	159,999
Miscellaneous	344,062	622,563	514,038
Promotions	1,174,400	1,192,318	1,311,646
Skycenter Rent	4,616,421	2,190,605	-
Travel, Conferences and Training	1,501,152	1,531,245	1,624,361
Uniforms	172,095	175,755	184,263
Expensed Equipment	-	813,974	1,051,600
Authority Contingency	500,000	-	1,000,000
Total Other Expenses	<u>\$ 13,140,156</u>	<u>\$ 11,676,587</u>	<u>\$ 11,551,070</u>
Total Operating Expenses	<u>\$ 187,535,722</u>	<u>\$ 186,920,238</u>	<u>\$ 205,191,614</u>
O&M Costs Assigned to Projects	\$ (5,779,029)	\$ (5,777,545)	\$ (6,330,393)
Net Operating Expenses	<u>\$ 181,756,693</u>	<u>\$ 181,142,693</u>	<u>\$ 198,861,221</u>
Funded by Customer Facility Charges (CFCs)	\$ (6,190,962)	\$ (6,426,009)	\$ (7,116,592)
Net Operating Expenses from Current Operations	<u>\$ 175,565,731</u>	<u>\$ 174,716,684</u>	<u>\$ 191,744,628</u>

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
SUMMARY OF TRAVEL, CONFERENCES AND TRAINING**

DEPARTMENT	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
Chief Executive Officer	\$ 163,704	\$ 132,543	\$ 162,514
Operations & Customer Service	152,654	184,444	215,309
Finance & Procurement	107,100	97,582	119,013
Marketing	361,305	346,495	373,241
Administration/Legal Affairs/General Counsel/ITS	716,389	770,181	754,284
Total Travel, Conferences and Training	<u>\$ 1,501,152</u>	<u>\$ 1,531,245</u>	<u>\$ 1,624,361</u>

Hillsborough County Aviation Authority Executive Organization Chart



**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
ANNUAL SALARY RANGES OF UNCLASSIFIED / FORMERLY CLASSIFIED POSITIONS**

		SALARY RANGE	
		MINIMUM	MAXIMUM
Exempt and Non-Exempt Salary Bands		\$ 27,300.00	\$ 466,217.00
Pay Grades 1 - 5:	Trades/Administrative/Technical/Professional/Supervisors/Managers	\$ 27,300.00	\$ 136,444.00
Pay Grade 6:	Manager/Professional	\$ 70,639.00	\$ 164,462.00
Pay Grade 7:	Senior Manager	\$ 76,593.00	\$ 189,587.00
Pay Grade 8:	Director	\$ 95,741.00	\$ 238,554.00
Pay Grade 9:	Vice President	\$ 138,824.00	\$ 300,785.00
Pay Grade 10:	Executive Vice President	\$ 215,177.00	\$ 466,217.00

*In reference to Policies 123 and 610, the Board adopts the above salary ranges.
The Board authorizes the CEO to adjust salaries during the fiscal year.*

		SALARY RANGE	
		MINIMUM	MAXIMUM
Police Salary Bands		47,633.04	149,611.00
Pay Grade PK:	Police Trainee	47,633.04	52,044.72
Pay Grade PL:	Police Officer	61,599.94	120,407.63
Pay Grade PN:	Police Corporal	75,706.39	131,006.37
Pay Grade PP:	Police Sergeant	86,442.72	147,581.18
Pay Grade PQ:	Police Lieutenant	95,086.99	162,339.30

LEOs work a 2184 work schedule

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
BUDGET REQUEST FOR CAPITAL IMPROVEMENT PROJECTS
FISCAL YEAR 2024**

Project Description	Estimated Project Cost	AIP Grants	Fed Infrastructure Grants	FDOT Grants	Bank Note/ Bonds	Authority Funds From Operations	RCFC Funds	PFC Funds
Airside E Shuttle Cars, Running Surface, Power and Signal Rail Replacement	19,873,500				19,873,500			
RW 18/36, REIL, PAPI, Apron C, and TW C & F Rehabilitation (VDF)	15,934,900	2,450,000		2,221,000		11,263,900		
Westside Checked Baggage Screening System Relocation and Upgrades (Design Only)	9,840,000			4,096,032	5,743,968			
PARCS Equipment Replacement	9,284,500					9,284,500		
RPZ and Approach Areas - Aerials & Tree Trimming (All Airports)	5,255,800					5,255,800		
Light Detection and Ranging (LIDAR)	5,000,000					5,000,000		
TPA Real Estate Development - PH2	3,987,000					3,987,000		
Add Shoulders to TW J East of RW 1R - Construction Only	2,603,000							2,603,000
GA Facility Rehabilitation	2,588,900					2,588,900		
Main Terminal LED Technology Refresh	2,567,500					2,567,500		
TPA Structural and Pavement Rehabilitation	2,323,600					2,323,600		
FY ITS Commodity Purchases	1,900,000					1,900,000		
Fire Alarm System Upgrades for Main Terminal, STPG, LTPG	1,737,200					1,737,200		
Airside E Cooling Tower Refurbishment	1,710,000					1,710,000		
Departure Drive Rehabilitation	1,695,000					1,695,000		
Replace ARFF Vehicle (ARFF 91 Striker 1500 - 2006)	1,550,000			500,000		1,050,000		
Runway Edge Lighting and RW 36 PAPI Lights Replacement (TPF)	1,523,800			832,000		691,800		
Baggage Handling Systems Servers Upgrade/Enhancement	1,450,000					1,450,000		
TPA Fuel Committee Projects	1,128,400					1,128,400		
Common Use Passenger Processing System Enhancement	1,000,000					1,000,000		
ARFF Station Envelope and HVAC System Rehabilitation	948,700					948,700		
Main Terminal Lounge Chair Replacement	669,000					669,000		
Maintenance and Tenant Contingency	403,800					403,800		
Carpet Replacement FIS and Transfer Level	281,000					281,000		
Airside A Airline and TSA Space Rehabilitation	262,800					262,800		
Airside E Passenger Boarding Bridges Painting	219,000					219,000		
Total Capital Improvement Program	\$ 95,737,400	\$ 2,450,000	\$ -	\$ 7,649,032	\$ 25,617,468	\$ 57,417,900	\$ -	\$ 2,603,000

- Notes:
- (1) The Estimated Project Costs listed above are engineering estimates which will be adjusted based upon receipt of final costs determined through the Authority procurement process
 - (2) The funding sources shown are an estimate at the time of budget submittal. The actual mix of funding could change, based on project costs, availability of grant funding or other factors.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
CAPITAL IMPROVEMENT PROJECTS EXPENDITURES (\$000)
FISCAL YEAR 2024**

Final Budget FY2024 and Open Projects Prior Years	Estimated Total Project Expenditures	Estimated Expenditures by Fiscal Year (1)					
		Through FY2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028 forward
Final Budget FY2024 Projects	\$ 95,737	\$ -	\$ 24,684	\$ 48,258	\$ 22,182	\$ 613	\$ -
FY2023 Projects	890,828	31,819	106,992	263,619	329,563	137,736	21,099
FY2022 Projects	167,734	29,249	74,290	62,903	1,292	-	-
FY2021 Projects	97,897	62,028	18,033	17,407	428	-	-
FY2020 Projects	66,357	27,486	36,453	2,418	-	-	-
FY2019 Projects	80,432	51,860	28,542	30	-	-	-
FY2018 Projects and Prior Projects	204,054	125,732	64,174	13,684	465	-	-
	\$ 1,603,039	\$ 328,173	\$ 353,168	\$ 408,318	\$ 353,931	\$ 138,349	\$ 21,099

Source of Funding in FY2024	Estimated FY2024 Project Expenditures	Estimated Funding Sources for FY2024 Expenditures (2)					
		AIP/TSA Grants	Federal Infrastructure Grants	FDOT Grants	Authority Bank Note/ Bonds	Funds From Operations	CFC Funds
Final Budget FY2024 Projects	\$ 24,684	\$ 333	\$ -	\$ 3,207	\$ 5,677	\$ 14,814	\$ -
FY2023 Projects	106,992	9,434	-	13,561	56,090	18,012	15
FY2022 Projects	74,290	7,382	-	6,889	47,190	12,829	-
FY2021 Projects	18,033	1,979	-	1,435	10,646	3,973	-
FY2020 Projects	36,453	14,271	-	2,033	18,770	1,379	-
FY2019 Projects	28,542	-	-	-	24,558	343	-
FY2018 Projects and Prior Projects	64,174	987	-	18,628	43,841	509	-
	\$ 353,169	\$ 34,386	\$ -	\$ 45,752	\$ 206,773	\$ 51,859	\$ 15

Notes:

(1) The Project Expenditures are estimates which will be adjusted based upon receipt of final costs determined through the Authority procurement process.

(2) The Funding Sources shown are estimates and may change, based on project costs, availability of grant funding or other factors.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
CAPITAL EQUIPMENT FUND**

DEPARTMENT	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
General Aviation & Reliever Airports	658,000	661,073	470,000
Operations	131,000	-	178,000
Terminal Operations & Ground Transportation	10,000	-	-
Public Safety & Security	142,000	-	324,500
Maintenance	1,707,800	1,408,719	1,457,900
Total Operations & Customer Service	2,648,800	2,069,792	2,430,400
Concessions and Commercial Parking	-	-	175,000
Total Marketing	-	-	175,000
Information Technology	835,000	350,869	75,000
Total Legal Affairs/General Counsel/IT	835,000	350,869	75,000
Total Equipment Fund	\$ 3,483,800	\$ 2,420,661	\$ 2,680,400

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF DEBT SERVICE

DESCRIPTION	FY 2023 FINAL BUDGET	FY 2023 PROJECTED RESULTS	FY 2024 FINAL BUDGET
Principal Payments			
2013 Series B	3,280,000	3,280,000	-
2013 Series A - Subordinated (PFC Funded)	9,790,000	9,790,000	-
2015 Series C	3,880,000	3,880,000	-
2015 Series B - Stand Alone (CFC Funded)	9,445,000	9,445,000	9,800,000
2018 Series A	6,900,000	6,900,000	-
2018 Series B	-	-	7,335,000
2018 Series E	5,705,000	5,705,000	5,760,000
2018 Series F	6,695,000	6,695,000	6,750,000
2022 Series A	715,000	715,000	5,945,000
2022 Series B	310,000	310,000	2,450,000
2022 Series A - Subordinated (PFC Funded)	3,305,000	3,305,000	13,650,000
Total Principal Payments	<u>\$ 50,025,000</u>	<u>\$ 50,025,000</u>	<u>\$ 51,690,000</u>
		-	
Interest Payments			
2013 Series B	65,600	65,600	-
2013 Series A - Subordinated (PFC Funded)	489,500	489,500	-
2015 Series A	4,429,250	4,429,250	4,429,250
2015 Series C	69,840	69,840	-
2015 Series A - Stand Alone (CFC Funded)	4,448,750	4,448,750	4,448,750
2015 Series B - Stand Alone (CFC Funded)	12,705,776	12,705,776	12,351,494
2017 Series A	1,399,424	1,399,424	1,399,424
2018 Series A	132,480	132,480	-
2018 Series B	826,898	826,898	826,898
2018 Series C	866,613	866,613	866,613
2018 Series E	6,690,750	6,690,750	6,405,500
2018 Series F	7,671,000	7,671,000	7,336,250
2018 Series A - Subordinated (PFC Funded)	5,125,000	5,125,000	5,125,000
2021 Series A	357,965	357,965	357,965
2022 Series A	1,685,500	1,685,500	6,988,950
2022 Series B	3,305,450	3,305,450	4,897,150
2022 Series A (Capitalized Interest Funded)	10,347,250	10,347,250	5,008,050
2022 Series B (Capitalized Interest Funded)	1,767,950	1,767,950	160,750
2022 Series A - Subordinated (PFC Funded)	11,674,897	11,674,897	11,614,217
2020 Note	400,000	200,000	200,000
Total Interest Payments	<u>\$ 74,459,891</u>	<u>\$ 74,259,891</u>	<u>\$ 72,416,259</u>
Grand Total Debt Service Payments	<u><u>\$ 124,484,891</u></u>	<u><u>\$ 124,284,891</u></u>	<u><u>\$ 124,106,259</u></u>

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF DEBT SERVICE**

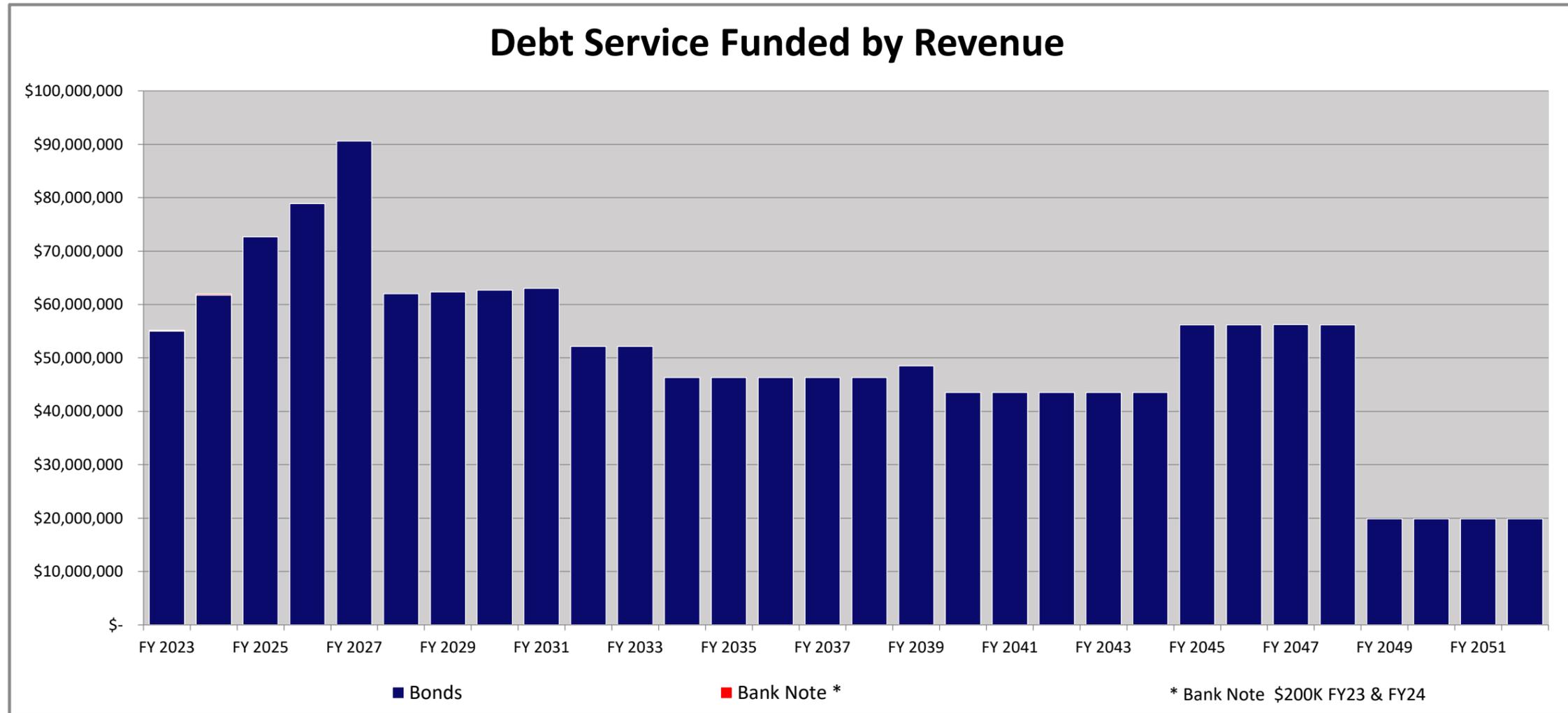
SUMMARY OF PROJECTED OUTSTANDING DEBT - SEPTEMBER 30, 2024

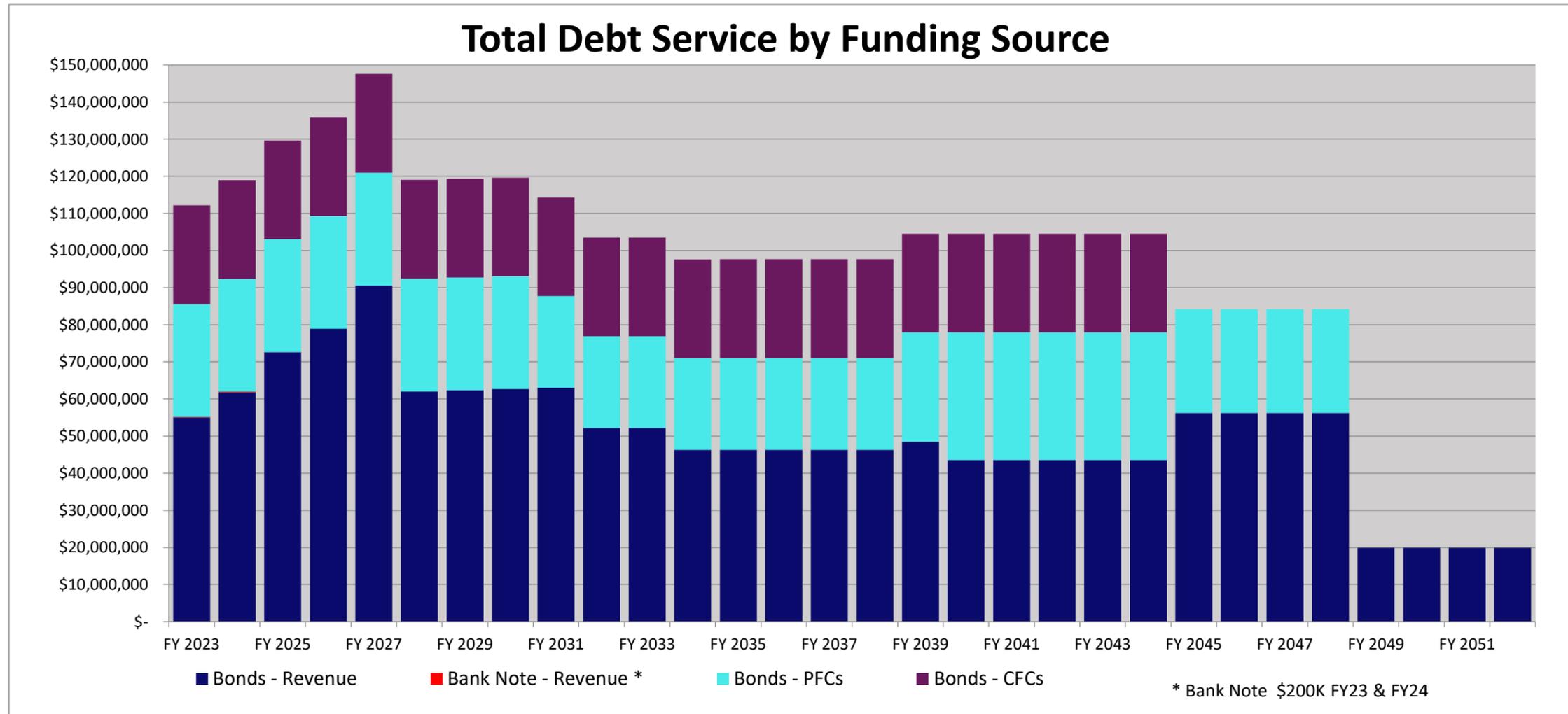
Bond Issue

2013 Series B	-
2015 Series A	88,585,000
2015 Series C	-
2015 Series A - Stand Alone (CFC Funded)	88,975,000
2015 Series B - Stand Alone (CFC Funded)	249,995,000
2017 Series A	54,665,000
2018 Series A	-
2018 Series B	32,175,000
2018 Series C	26,665,000
2018 Series E	128,110,000
2018 Series F	146,725,000
2018 Series A - Subordinated (PFC Funded)	102,500,000
2021 Series A	31,400,400
2022 Series A	263,045,000
2022 Series B	111,080,000
2022 Series A - Subordinated (PFC Funded)	344,800,000
Grand Total Bond Debt	<u>\$ 1,668,720,400</u>

Sources and Uses for the 2020A Note

Beginning Balance as of October 1, 2022	\$ -
Draws	
Repayments	
Ending Balance as of September 30, 2023	<u>\$ -</u>
Draws	
Repayments	
Ending Balance as of September 30, 2024	<u>\$ -</u>





TPA Contacts



Important TPA Contacts:

OPS Communications Center: 813-870-8770

Maintenance Work Orders: 813-870-8740

Parking Permits: 813-870-8712

Badging Office: 813-870-8753

Airport Operations Manager: 813-870-8783



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

Dear Authorized Signatories,

The Tampa International Airport Badging Office offers the ability for Authorized Signatories and designated personnel to schedule appointments online. The electronic system requires all badge applicants to schedule an appointment for badge renewals and company changes.

The following link will guide signatory and designated personnel through the steps necessary to schedule appointments via: www.tampaairport.com/badging.

For all SIDA badge violations that may require retraining, please contact the Airport Badging Office at badgingoffice@tampaairport.com, since you will not be able to schedule this training online.

In addition, please send an e-mail to badgingoffice@tampaairport.com to request information and training on our web based electronic application process for all employees.

Airport Credentials - Operations
Tampa International Airport

Air Canada
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 ATW Training Manager
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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Cargo Carrier

Updated: 10.03.23

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Updated: 10.03.23

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Cuba Flights



Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Updated: 10.03.23

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Photo Not Available

Updated: 10.03.23

Passenger & Cargo Carrier

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Updated: 10.03.23

F

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Photo Not Available

Updated: 10.03.23

F

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 Tampa, FL 33607



Updated: 10.03.23

A

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Updated: 10.03.23

Cargo Carrier

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Updated: 10.03.23

Cargo Carrier

Virgin Atlantic Airways

Junior J. Narine

Station Manager

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TPA 4100 George J. Bean Pkwy.

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Tampa, FL 33607



Updated: 10.03.23

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Station Manager

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Updated: 10.03.23

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Updated: 10.03.23 Below Wing Services - Cargo

**Aircraft Service International
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 Tampa, FL 33614



Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning, Into Plane Fueling

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 E-mail: egarduno@atsstl.com
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Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 10.03.23 Above & Below Wing Services – Cargo, Aircraft Cabin Cleaning

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Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning

Baggage Airline Guest Services, Inc.
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Updated: 10.03.23 Above Wing Services – Luggage Transport to/from Main Terminal and RCC & Curbside Check-in

British Airways PLC Corporation
David Blehm
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Updated: 10.03.23 Aircraft Maintenance

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Updated: 10.03.23 Below Wing Services – Cargo

Cuba Travel Services
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 Coral Gables, FL 33134



Updated: 10.03.23 Above Wing Service – Cuba Service Provider

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 Tampa, FL 33607



Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning,
Aircraft Search & Security Services, Wheelchair and Skycap Services

Gate Gourmet
Bill Restituto
 General Manager
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 Mobile: (404) 456-1394
 Mobile2: (404) 530-6491
 E-mail: brestituto@gategroup.com
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Updated: 10.03.23 Above Wing Services - Catering

Ground Services Int’l Inc. aka Dnata
Roderick Peterson
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 Mobile: (734) 406-6661
 E-mail: roderick.peterson@dnata.us
 TPA 4662 Air Cargo Rd.
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 Tampa, FL 33614



Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning

ISS Facility Services, Inc.
Lien Valdes Perez
 Station Manager



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Updated: 10.03.23 Above Wing Services, Aircraft Cabin Cleaning

JET Aircraft Maintenance
Richard Reynolds
 VP of Operations



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Updated: 10.03.23 Below Wing – GSE Maintenance, Aircraft Maintenance

PEMCO World Air Services, Inc. dba
Airborne Tampa
James Duncan
 Station Manager



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Updated: 10.03.23 Below Wing – GSE Maintenance, Aircraft Maintenance

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Bill Bestafka
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Updated: 10.03.23 Below Wing Services – Cargo, GSE Maintenance

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Updated: 10.03.23 Above Wing Services - Catering

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Updated: 10.03.23 Above Wing Services - Catering

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Updated: 10.03.23 Below Wing Services – GSE Maintenance

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Updated: 10.03.23 Below Wing - GSE Maintenance

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Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 10.03.23 Aircraft Maintenance

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Updated: 10.03.23 Aircraft Maintenance

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Updated: 10.03.23 Below Wing – GSE Maintenance, Aircraft Maintenance

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Updated: 10.03.23 Below Wing – GSE Maintenance, Aircraft Maintenance

For updates:
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**Aircraft Service International
aka Menzies**

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Photo Not Available

Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning, Into Plane Fueling

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Tampa, FL 33607



Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 10.03.23 Above & Below Wing Services – Cargo, Aircraft Cabin Cleaning

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Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning, Aircraft Search & Security Services, Wheelchair and Skycap Services

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Address Suite 1300
Tampa, FL 33614



Updated: 10.03.23 Above & Below Wing Services, Aircraft Cabin Cleaning

For updates:
Real Estate Department
Jackie Lyons at (813) 870-7861
JLyons@TampaAirport.com

ISS Facility Services, Inc.

Lien Valdes Perez

Station Manager



Mobile: (954) 278-2416
E-mail: lien.valdes-perez@us.issworld.com
Address: 4200 George J. Bean Parkway
Suite 2511
Tampa, FL 33607

Updated: 10.03.23

Above Wing Services, Aircraft Cabin Cleaning

Primeflight Aviation Services

Ricardo Bolanos

Fuel Manager



Mobile: (813) 315-0178
E-mail: rbolanos@primeflight.com
TPA 4200 George J. Bean Parkway
Address Suite 2116
Tampa, FL 33607

Updated: 10.03.23

Aircraft Cabin Cleaning, Into Plane Fueling

Triangle Services of Florida, Inc.

Kevin Ramirez

Manager



Office: (813) 676-4304
Mobile: (813) 440-9653
E-mail: kramirez@triangleservices.com
TPA 4235 Bessie Coleman Blvd.
Address Suite 2419
Tampa, FL 33607

Updated: 10.03.23

Above & Below Wing Services, Aircraft Cabin Cleaning

Unifi Aviation, LLC

Sheila Ayala

Station Manager



Mobile: (727) 364-5198
E-mail: sheila.ayala@unifiservice.com
Address: 5700 W. Spruce St.
Tampa, FL 33607

Updated: 10.03.23

Above & Below Wing Services, Aircraft Cabin Cleaning

For updates:
Real Estate Department
Jackie Lyons at (813) 870-7861
JLyons@TampaAirport.com

Accufleet International, Inc.

Yahaira-Rosa Felix

Assistant GM

Mobile: (321) 890-4079

E-mail: yahaira-rosa.felix@accufleet.com

Address: 5820 W. Cypress St.
Tampa, FL 33607



Updated: 10.03.23

Aircraft Cleaning - Exterior

National Aviation Services

David Aldamuy

Station Manager

Office: (704) 987-3336

Mobile: (813) 363-3907

E-mail: daldamuy@nataviation.com

Address: P.O. Box 3753
 Mooresville, NC 28117



Updated: 10.02.23

Aircraft Cleaning - Exterior

Baggage Airline Guest Services, Inc.

Dave Benson



TPA Facility Manager

Mobile: (813) 504-9491

E-mail: dbenson@maketraveleasier.com

TPA 5405 Airport Service Rd.

Address Level 4 – Baggage Drop
Tampa, FL 33607

Updated: 10.03.23

Above Wing Services – Luggage Transport to/from Main Terminal and RCC & Curbside Check-in

G2 Secure Staff, LLC

Roy Gammon



General Manager

Office: (813) 872-7216

Mobile: (813) 334-1896

E-mail: rgammon@g2securestaff.com

TPA 4200 George J. Bean Parkway

Address Suite 2515
Tampa, FL 33607

Updated: 10.03.23

Above & Below Wing Services, Aircraft Cabin Cleaning, Aircraft Search & Security Services, Wheelchair and Skycap Services

Prospect

Scott Mucklow



Station Manager

Office: (813) 396-3652

Mobile: (813) 732-6336

E-mail: scott.mucklow@prospectair.com

Address: P.O. Box 22011
Tampa, FL 33622

Updated: 10.03.23

Wheelchair and Skycap Services

G2 Secure Staff, LLC

Roy Gammon

General Manager

Office: (813) 872-7216

Mobile: (813) 334-1896

E-mail: rgammon@g2securestaff.com

TPA 4200 George J. Bean Parkway

Address Suite 2515
Tampa, FL 33607



Above & Below Wing Services, Aircraft Cabin Cleaning,
Aircraft Search & Security Services, Wheelchair and Skycap Services

Updated: 10.03.23

TPA Website Information



Information Available on the Tampa International Airport Website

www.TampaAirport.com

- Airport Operations: <https://www.tampaairport.com/airport-operations>
- Financials & Activity Reports: <https://www.tampaairport.com/facts-statistics-financials>

What is the street address of the Airport Authority for courier deliveries?

Street Address

Tampa International Airport
5411 SkyCenter Dr., Suite 500
Tampa, FL 33607

What are the future plans for the Airport?

Click on the link to the [Master Plan](#), located on the home page of the website.

How can I request public records from the Hillsborough County Aviation Authority?

To request public records, please contact the Hillsborough County Aviation Authority Public Records Custodian by phone at (813) 870-8721, send an email using the form below or send a letter by mail to:

Hillsborough County Aviation Authority
Central Records Department
P.O. Box 22287
Tampa, FL 33622

Hillsborough County Aviation Authority fulfills record requests in accordance with Chapter 119 of the Florida Statutes (Public Records Law). The Authority assesses a labor charge and a charge for copies in accordance with Section 119.07(4) of the Public Records Law.

You may also fill out a request form on our website: [Public Records Request](#)

What is the cost for public records requested?

In accordance with Chapter 119 (Public Records Law) of the Florida Statutes, HCAA charges the following fees:

- 15¢ for each one sided copy up to 8 1/2" by 14"
- 20¢ for each two sided copy up to 8 1/2" by 14"
- The charge for larger size copies is the actual cost of copying.

If the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both.

Contact TPA

Where can I find a listing of all airport tenants, including shops, restaurants and airlines?

- The telephone directory is located here: [Contact Us](#)

Employment at Tampa International Airport

How can I find out about employment with the Hillsborough County Aviation Authority, airlines and other airport tenants (including all shops and restaurants)?

- Visit [Airport Careers](#)

Flight Information

Where can I find a flight schedule to help me plan future travel to and from Tampa International Airport?

- Consult the [Flight Planner](#) for more information.

What airlines fly in and out of Tampa International Airport?

- See [Airlines at TPA](#)

How can I check on the latest arriving/departing flight information?

- See [Flight Status](#)

Employee Parking

Information regarding employee parking permits is available from Authority's Parking Permit Office at: (813) 870-8792:

Online Payment Center Portal

New employees must complete an Employee Authorization Card, to be filled out and signed by their employer. The new employee will need to take their completed Employee Authorization Card to the North Employee Lot Permit Office.

North Employee Lot Permit Office Hours:

Monday - Friday 8AM – 4PM, closed for lunch between 11AM – 11:30AM.

New employees must pay for their first months parking.

The new employee will receive an Access Card or Hang Tag with an Access Number. Once employees receive their Access Card or Hang Tag, they are then eligible to pay for parking using the Online Payment Center Portal. The new employee's Access Number will be needed for this process. The employee's online payment account requires a unique, valid email address to process their registration. If the employee does not already have an email address, they will need to set one up. There are many providers (i.e.: Yahoo, Google or Hotmail) that offer free email. The Tampa International Airport is not affiliated with, nor does it endorse, any particular e-mail provider.

Reporting Forms



TAMPA INTERNATIONAL AIRPORT
HILLSBOROUGH COUNTY AVIATION AUTHORITY
INSTRUCTIONS FOR COMPLETING:
FORM FS-91, AIRLINE ACTIVITY REPORT

1. This report is completed in two parts: Summary and Detailed by Aircraft Type.
2. The Detail by Aircraft Type report page should be attached behind the Summary page.
3. Note the total for Max Gross Landing Weight should carry forward from the Detail by Aircraft Type to the Summary page.
4. The signature on the Summary page must be original.
5. Completed forms are due within 10 calendar days following the end of each month.
6. The report forms should be submitted to:

Receivables@TampaAirport.com

Questions may be directed to:

Hillsborough County Aviation Authority Finance Department

P) 813-870-8720.

TAMPA INTERNATIONAL AIRPORT
HILLSBOROUGH COUNTY AVIATION AUTHORITY
AIRLINE ACTIVITY REPORT - SUMMARY
FOR THE MONTH OF _____, 202_

AIRLINE: _____

AIRSIDE: F _____

	OUTBOUND	INBOUND	COMBINED TOTAL
DOMESTIC			
Scheduled:			
Revenue Passengers	1	2	3
Non-Revenue Passengers	5	3	8
Cargo (lbs)	100	200	300
Mail (lbs)	0	0	0
Non-scheduled:			
Revenue Passengers	0	0	0
Non-Revenue Passengers	0	0	0
Cargo (lbs)	0	0	0
Mail (lbs)	0	0	0
INTERNATIONAL			
Scheduled:			
Revenue Passengers	0	0	0
Non-Revenue Passengers	0	0	0
Cargo (lbs)	0	0	0
Mail (lbs)	0	0	0
Non-scheduled:			
Revenue Passengers	0	0	0
Non-Revenue Passengers	0	0	0
Cargo (lbs)	0	0	0
Mail (lbs)	0	0	0
COMBINED DOMESTIC & INTERNATIONAL			
Passengers	6	5	11
Cargo (lbs)	100	200	300
Mail (lbs)	0	0	0
HCAA TICKET COUNTER			
			527
HCAA INTERNATIONAL CLUB ROOM			
TOTAL F.I.S. PASSENGERS CLEARED			
			0
TOTAL NUMBER OF LANDINGS			
			1
[from subsequent page]			
TOTAL GROSS LANDING WEIGHT (lbs)			
			22,500
[from subsequent page]			

CERTIFICATION:	
I hereby certify that, to the best of my knowledge, the information recorded above and on the attached subsequent page is a true and correct statement of the activity at Tampa International Airport for the month indicated and that the maximum gross landing weights of the aircraft types is as certified by the Federal Aviation Administration.	
Signature: _____	Title: _____
Name: _____ <small>(printed / typed)</small>	Date: _____
Phone: _____	

* Instructions for completing this form are on the reverse side *

TAMPA INTERNATIONAL AIRPORT
HILLSBOROUGH COUNTY AVIATION AUTHORITY
AIRLINE ACTIVITY REPORT - DETAIL
FOR THE MONTH/YEAR OF: _____

AIRLINE:

AIRSIDE: F

*Carry totals forward to page one, Airline Activity Report - Summary

Attach additional pages as needed

DATE	DOMESTIC						INTERNATIONAL			ALL OPERATIONS	
	AC TYPE	* TOTALS	AC TYPE	AC TYPE	* TOTALS	HCAA	HCAA Club				
	Domestic	Domestic	Domestic	Domestic	Domestic	Domestic	International	International	International	Ticket Counter	Room
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22	1										
23											
24											
25											
26											
27											
28											
29											
30											
31											
TOTAL LANDINGS	1	0	0	0	0	1	0	0	0		
MGLW by Type (lbs)	22500										
TOTALS	22,500	-	-	-	-	22,500	-	-	-		

TAMPA INTERNATIONAL AIRPORT
HILLSBOROUGH COUNTY AVIATION AUTHORITY
PER USE TICKET COUNTER ACTIVITY REPORT - SUMMARY
FOR THE MONTH OF FEBRUARY, 2022

<u>DAY</u>	<u>NUMBER OF USES PER DAY*</u>
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10
10	11
11	12
12	13
13	14
14	15
15	16
16	17
17	18
18	19
19	20
20	21
21	22
22	23
23	24
24	25
25	26
26	27
27	28
28	29
29	30
30	31
31	32
TOTAL	527

* For the number of uses
enter total number of
postions used per day
for each turn

CERTIFICATION:

I hereby certify that, to the best of my knowledge, the information recorded above and on the attached subsequent pages is a true and correct statement of the per use ticket counter activity at Tampa International Airport for the month indicated.

Signature: _____

Title: _____

Name: _____

Date: _____

(printed / typed)

MEMORANDUM

To:

From:

Date:

 Subject: New Airline Introduction – _____

EFFECTIVE OPERATION DATE		TYPE (Signatory, Sig Cargo, Non Signatory-Pax or Non Signatory-Cargo)																					
AIRLINE CODE	AIRSIDE & GATE(S)	BAG CLAIM BELT	BAG MAKEUP PIER																				
AIRCRAFT MAKE(S) AT TPA	AIRCRAFT MODEL(S)	AIRCRAFT SUB-MODEL(S)	CMGLW each (in pounds)																				
NUMBER OF SEATS	BLUE OR RED SIDE	TICKET COUNTERS																					
WEBSITE ADDRESS	RESERVATION PHONE #	CARGO PHONE#																					
FLIGHT SCHEDULE (Beginning and ending dates, if seasonal)		SERVICE CITIES (City, State, and 3-digit IATA code) 1. _____ 2. _____																					
<table border="1"> <thead> <tr> <th>Airport Codes (from / to)</th> <th>Days of the Week</th> <th>Departure Time</th> <th>Arrival Time</th> <th>Flight Number</th> </tr> </thead> <tbody> <tr> <td>/</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>/</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>/</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Airport Codes (from / to)	Days of the Week	Departure Time	Arrival Time	Flight Number	/					/					/					TICKET COUNTER PER USE		
Airport Codes (from / to)	Days of the Week	Departure Time	Arrival Time	Flight Number																			
/																							
/																							
/																							
TICKET HANDLING AGENT:																							
TICKET COUNTER USE REPORTING:																							
LOCATION (Red or Blue Side):																							
GROUND HANDLING AGENT	SKY CAP (WHEELCHAIRS)	ACTIVITY REPORTS TO BE SUBMITTED BY (Name, title, company, address, office phone, cell phone, fax , email)																					
GATE USE REPORTED BY N/A																							
COMPANY CONTACT – Properties Contact or Primary Corporate Contact (Name, title, address, office phone, cell phone, fax, email)		COMPANY CONTACT– Local Contact(s): Station Mgr. OR Cargo Mgr. (Name(s), title, address, office phone, cell phone, fax , email)																					
LOCAL EMERGENCY CONTACT (If other than local Station Manager / Cargo Manager listed above) Name: _____ Title: _____ Cell Phone: _____ Office Phone: _____ Fax Number: _____ Email Address: _____																							

PRE-OPERATIONS MEETING SAMPLE AGENDA

Date / Time:

Location: Tampa International Airport, Boardroom

Moderator: Senior Project Manager, Real Estate

- 1:00 PM Welcome & Introductions
- Agenda and sign-in sheet
 - Introductions
- 1:05 PM Airline Introductions
- 1:15 PM Administrative Items
- Operating Agreement
 - Agreement
 - Payment Security
 - Insurance
 - TSA Regulatory Inspections documentation
 - Airport badging requirements and process for obtaining IDs
 - Airline monthly financial/activity reporting requirements
 - ASIP
- 1:25 PM Group Discussion Items (Airline Memo attached)
- Ticket counter location
 - Logo
 - IT requirements
 - EASE system set-up on the computers / including logos / Airline Choice
 - ITS equipment installed
 - FIDS displays, logo requirements
 - EVIDS/AODB login credentials
 - Signage – Parkway, ticket counter, curb and terminal wayfinding
 - Ground Handling Agent
 - Maintenance Company
 - Skycap Services
 - Boarding pass samples
 - Bag Tag testing – baggage system HCAA and TSA
 - Departure: Baggage Make-up Pier
 - Arrival: Baggage Claim
 - Airport Operations pilot safety briefing
 - Water Arch – Inaugural Flight
 - Final Comments from Departments
- 2:00 PM Ticket Counter site visit

Sample Airline Rates, Fees and Charges Resolution



**TAMPA INTERNATIONAL AIRPORT
AIRLINE RATES, FEES AND CHARGES
RESOLUTION**

FOR THE USE OF

**TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA**

ADOPTED

BY

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Board Date: September 3, 2020

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622

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SAMPLE

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT AIRLINE RATES, FEES AND CHARGES RESOLUTION

It is hereby RESOLVED by the Members of the Board of the Hillsborough County Aviation Authority, Tampa, Florida, with capitalized terms having the meaning set forth in Article 5 of this Resolution, as follows:

ARTICLE 1

CITATION

This Resolution may be cited as the "Tampa International Airport Airline Rates, Fees and Charges Resolution" or "Resolution".

ARTICLE 2

FINDINGS

The Hillsborough County Aviation Authority hereby finds and determines as follows:

- 2.1 The Authority was created by Chapter 2012-234, Laws of Florida and exists as an independent special district according thereto.
- 2.2 The Act provides that the Legislature finds and declares that the proper operation of the publicly owned or operated airports in Hillsborough County is essential to the welfare of the people of the Tampa Bay area, the State of Florida and its people, and such operation is a governmental function.
- 2.3 Among the powers granted to the Authority under the Act are the power to exclusively control, supervise, and manage all airports in Hillsborough County except any airport owned, controlled, or operated by a private person; adopt an annual budget; assess against and collect from the owner or operator of each airplane using any Authority facility a landing fee or service charge sufficient to cover the cost of the service furnished to airplanes using any such facility, which cost may include the liquidation of bonds or other indebtedness for construction and improvement; to fix, alter, charge, establish, and collect rates, fees, rentals, and other charges, for the services of Authority facilities at reasonable and uniform rates; and to transact the business of the Authority and exercise all powers

necessarily incidental to the exercise of the general and special powers granted in the Act and under any other law.

- 2.4 The Authority has the ownership, custody, control, and management of Tampa International Airport, located in Hillsborough County, State of Florida.
- 2.5 The Authority is obligated under Federal law to maintain an airport user fee and rental structure that, given the conditions at the Airport, makes the Airport as financially self-sustaining as possible.
- 2.6 The Authority is further obligated under Federal law to establish an airport user fee structure that is fair and reasonable to all aeronautical users and that is not unjustly discriminatory.
- 2.7 The Authority and various Air Carriers operating an Air Transportation Business at the Airport entered into an Airline-Airport Use and Lease Agreement (the “**Existing Agreement**”) and the Existing Agreement expires on September 30, 2020.
- 2.8 The Authority and the Air Carriers that are parties to the Existing Agreement have been engaged in extended, detailed and good faith negotiations with respect to the terms and conditions of a new agreement, including without limitation the methodology for the calculation of rates, fees, rentals, and other charges for use by such Air Carriers of the facilities and services at the Airport.
- 2.9 Extensive documentation and other information has been shared with such Air Carriers regarding the need to modify the rate-setting methodology that has existed under the Existing Agreement with respect to what has generally been referred to as a “cost-recovery” methodology as it pertains to Airline Supported Areas.
- 2.10 Due, in part, to the COVID-19 pandemic and its impact on travel, the Authority and the Air Carriers operating at the Airport have not been able to complete negotiation of a new agreement to replace the Existing Agreement.

ARTICLE 3

PURPOSE AND SCOPE

- 3.1 The Authority finds and determines that it is in the public interest to establish a schedule of airline rates, fees, and charges pursuant to this Resolution.
- 3.2 This Resolution shall be applicable to all Air Carriers utilizing the Airport.

ARTICLE 4
EFFECTIVE DATE

This Tampa International Airport Airline Rates, Fees and Charges Resolution shall take effect on the 1st day of October, 2020.

ARTICLE 5
DEFINITIONS

- 5.1 The following words, terms, and phrases wherever used in this Resolution shall have the following meanings:

Act shall mean Chapter 2012-234, Laws of Florida, as amended and supplemented from time to time.

Administrative Charge shall mean a charge of fifteen percent (15%) in addition to the cost of any service or other work provided by the Authority for the benefit of an Air Carrier required of the Authority hereunder or provided as a result of damage to Authority property by an Air Carrier to compensate the Authority for its administrative costs. For an Administrative Charge to become due, except in the case of an emergency as determined by the Authority, the Authority must provide the Air Carrier reasonable prior written notice (and in case of damage caused to Authority property, a reasonable opportunity to cure) of the Authority's intent to perform such work or service.

Administrative Cost Center shall mean and include all direct and indirect Costs for all administrative functions of the Airport System. The Administrative Cost Center's Costs shall be allocated to the Cost Centers and Cost and Revenue Centers of the Airport System based on the proportion of direct Costs allocated to each Cost and Revenue Center compared to all direct Costs.

Affiliate shall mean any Air Carrier that satisfies each of (A) and (B) below:

- A. An Air Carrier that is:
1. operating at the Airport for the benefit of an Air Carrier at the Airport, under the same or substantially similar livery as such Air Carrier, and (a) is owned by such Air Carrier, or (b) is a subsidiary of, or under common control with the same corporate parent of, such Air Carrier, or (c) is under contract with such Air Carrier in respect of such operation; OR

2. if operating under its own livery, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of another Air Carrier.

B. For so long as an Air Carrier conducts an Air Transportation Business at the Airport, subject to the Authority's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, an Air Carrier may utilize one or more Affiliates and allow such Affiliates (i) to conduct its Air Transportation Business at the Airport; (ii) to use, in common with others so authorized, the common and public areas of the Airport (including the Airfield), in addition to a Signatory Airline's Airline Premises; and (iii) to perform all operations and functions as are connected, incidental or necessary to such Air Carrier's Air Transportation Business at the Airport, subject to the following:

1. The sponsoring Air Carrier shall provide the Authority with a completed and executed Affiliate Carrier Operating Agreement in substantially the form provided by the Authority and a certificate of insurance demonstrating that such Affiliate carries insurance coverage naming the Authority as an additional insured in accordance with Article 14 of this Resolution thirty (30) days prior to the Air Carrier designating a new Affiliate, which designation is subject to the Authority's approval, which approval shall not be unreasonably withheld, conditioned or delayed. As a precondition of being approved by the Authority, each Affiliate shall (a) be independently liable for all charges incurred related to its operation at the Airport (in addition to the Air Carrier's liability stated below), (b) maintain certain minimum levels of insurance coverage, (c) indemnify and hold the Indemnified Parties harmless from any and all damages incurred as a result of its operations at the Airport as set forth in Article 12 hereof and (d) agree to abide by all Authority Rules and Regulations, Operating Directives, and/or Policies as may be in effect from time-to-time.

2. The sponsoring Air Carrier shall be unconditionally responsible for the payment of all rentals, fees, and charges, including Passenger Facility Charges, due under this Resolution by its Affiliate. Except as expressly provided herein, the privileges granted hereunder to an Air Carrier shall also apply to any Affiliate of such Air Carrier.

3. The sponsoring Air Carrier shall fully indemnify the Authority for all conduct and omissions of its Affiliate at the Airport to the fullest extent as is provided in Article 12 of this Resolution.

For the avoidance of doubt, an Air Carrier may serve as an affiliate of more than one sponsoring Air Carrier and, accordingly, a sponsoring Air Carrier shall only be responsible for the operations of its Affiliate (including the Airline Fees and Charges, indemnification and insurance) when the Affiliate Air Carrier operates as an affiliate of the sponsoring Air Carrier.

Air Carrier shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. § 40102, as amended, operating an Air Transportation Business from time to time at the Airport.

Air Transportation Business shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire, or carriage of cargo or mail by aircraft, in air commerce, as defined in 49 U.S.C. § 40102, as amended.

Aircraft Parking Fee shall mean the fee charged for any aircraft parked for more than two (2) hours in any twenty-four (24) hour period and not parked at one of a Signatory Airline's Gates within its Preferential Use Premises calculated as set forth in Section 9.1(I). The CEO in his or her discretion may waive Aircraft Parking Fees in certain instances in order to achieve greater operational efficiency.

Airfield shall mean those portions of the Airport, excluding the Terminal Aircraft Aprons and the Cargo Aircraft Aprons, provided for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, including any real property purchased for noise mitigation purposes.

Airfield Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Airfield.

Airline Fees and Charges shall mean, for any period, the aggregate of Landing Fees, Terminal Facility Fees, Aircraft Parking Fees, Joint Use Charges, FIS Fees, Baggage Handling System Fees, the Air Carrier Share (as defined in Section 9.1(D)(5)) of Passenger Transfer System Fees, Airline Terminal Support Fees, and all other fees, if any, payable by Air Carriers pursuant to this Resolution for such period; provided, however, that when used

with reference to an individual Air Carrier, "Airline Fees and Charges" shall mean only those fees and charges payable by such Air Carrier.

Airline Parties shall mean, collectively, an Air Carrier, and any of its Affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.

Airline Premises shall mean those areas in the Terminal Complex assigned to a Signatory Airline pursuant to its Space Rental Agreement as Office and Club Premises, Preferential Use Premises, and the portion of the Joint Use Premises used by a Signatory Airline, as defined in the Signatory Airline's Space Rental Agreement.

Airline Supported Areas shall mean the Airfield Cost and Revenue Center, the Airline Terminal Support Cost and Revenue Center, the Airside Buildings Cost and Revenue Center, the Terminal Building Cost and Revenue Center, the Passenger Transfer System Cost and Revenue Center and the Baggage Handling System Cost and Revenue Center.

Airline Terminal Support Cost and Revenue Center shall mean and include all direct and indirect Costs of those systems and technologies used primarily by Air Carriers, including without limitation, flight information display systems ("**FIDS**"), gate information display systems ("**GIDS**") and baggage information display systems ("**BIDS**") and the related information technology infrastructure.

Airline Terminal Support Fee shall mean the fee for use of the systems included in the Airline Terminal Support Cost and Revenue Center, calculated as provided in Section 9.1(J) hereof.

Airport shall mean Tampa International Airport, owned and operated by Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.

Airport Airline Affairs Committee ("**AAAC**") shall mean, collectively, the authorized representatives of each Signatory Airline, which shall meet from time to time with representatives of the Authority to receive information and provide input.

Airport System shall mean all real property or any interest therein, including improvements thereto, structures, buildings, fixtures, and other real and personal property, which are

located on the Airport, Peter O. Knight Airport, Plant City Airport, Tampa Executive Airport, or any airport hereafter owned, leased, or operated by Authority.

Airside Buildings shall mean the building or buildings at the Airport now or hereafter existing through which passenger aircraft are loaded or unloaded.

Airside Buildings Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Airside Buildings.

Airside Building Rental Rate shall mean the rate per Rentable Square Foot of space in the Airside Buildings, calculated as set forth in Section 9.1(C) hereof.

Annual Coverage Requirement shall mean, for any Fiscal Year, the greater of (i) such amount as may be established by the Trust Agreement, the Subordinated Trust Agreement and any Other Financing Document as the minimum amount required to be collected in any Fiscal Year in order to meet the rate covenant of the Trust Agreement, the Subordinated Trust Agreement and such Other Financing Document, or (ii) twenty-five percent (25%) of the amount of Debt Service due in such Fiscal Year.

AOA shall mean the Aircraft Operations Area at the Airport, as designated from time to time by the Authority.

Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to an Air Carrier or the Airport (including Rules and Regulations adopted by the Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.

Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.

Authority Space shall mean otherwise rentable space within the Terminal Complex occupied by the Authority, the Costs of which shall be allocated to the Administrative Cost Center.

Auxiliary Airports Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for all airports operated by the Authority, other than the Airport.

Baggage Handling System shall mean those facilities and equipment used to process passenger baggage at the Terminal Complex, including in-line baggage handling systems.

Baggage Handling System Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Baggage Handling System.

Baggage Handling System Fee shall mean the fee for use of the Baggage Handling System calculated as provided in Section 9.1(E) hereof.

Bonds shall mean all notes, bonds, or other obligations or indebtedness issued pursuant to the Trust Agreement and secured by a pledge of revenues or net revenues of the Airport System, on either a senior or subordinated basis. The term "Bonds" does not include other bonds, such as Subordinated Indebtedness and special facility revenue bonds, that are not secured by general Airport System revenues and are issued pursuant to a separate indenture, which may be issued to finance Capital Projects at or related to the Airport System.

Capital Project shall mean any expenditure made to acquire, purchase, or construct a single capital item or project for the purpose(s) of improving, developing, preserving, or enhancing the Airport System and having a net cost to the Authority in excess of One Hundred Thousand Dollars (\$100,000) and a useful life in excess of one (1) year and shall include expenses incurred for development, implementation, study, analysis, review, design, or planning efforts.

Cargo Aircraft Aprons shall mean those areas of the Airport that are designated by the Authority for the parking of all-cargo aircraft and support vehicles, and the loading and unloading of cargo aircraft.

Cargo Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Cargo Aircraft Aprons and cargo facilities at the Airport, as its boundaries may be adjusted by the Authority from time to time.

Chargeable Landings shall mean all Revenue Landings and those Non-Revenue Landings whenever the same aircraft departs the Airport as a revenue flight.

Chief Executive Officer or CEO shall mean the Chief Executive Officer of the Authority and shall include such person or persons as may from time to time be authorized in writing by the Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.

CHRC shall mean an FBI fingerprint-based criminal history records check.

Commencement Date shall mean the later of the Effective Date or the date an Air Carrier commences service at the Airport.

Cost and Revenue Centers shall mean those areas or functional activities of the Airport System used for the purposes of accounting for Revenues and Costs.

Cost Centers shall mean those areas or functional activities of the Airport System used for the purposes of accounting for Costs.

Costs shall mean, for any period, direct and indirect O&M Expenditures; any Revenues when more than 90 days past due and deemed by the Authority to be uncollectable (after the Authority uses commercially reasonable efforts to collect the same, known as bad debt expense); as a Cost allocable to the Airline Supported Areas, the unpaid amount of any self-insured retention or deductible, or any amount required to be covered by insurance required under this Resolution, not paid by an Air Carrier more than 90 days past due and deemed by the Authority to be uncollectable (after the Authority uses commercially reasonable efforts to collect the same, provided that such amount is not paid from the Authority's insurance); the O&M Reserve Requirement (after giving effect to amounts on deposit in the O&M Reserve Fund); Investment Service as allocated prior to September 30, 2020; Debt Service; Return on Authority Investment; the Annual Coverage Requirement; any other Fund Deposit Requirements; the estimated amount of defending, settling, or satisfying any threatened litigation, litigation, assessment, judgment, settlement, or charge net of estimated insurance proceeds to become payable to Authority relating directly to the Airport System or its operation reduced by all amounts, if any, received by the Authority of any judgments or settlements arising as a result of the Authority's ownership, operation, and maintenance of the Airport System payable during said period; and any and all other sums, amounts, charges, or requirements of the Authority required to be recovered, charged, set aside, expensed, or accounted for, from the Air Carriers during such period by the Trust Agreement or Other Financing Documents; provided, however, Costs shall not include any amounts described above related to any Special Facility in any Cost Center except as such may be provided for in a supplemental indenture.

Customer Facility Charges ("CFCs") shall mean fees collected from customers of rental car companies renting vehicles at the Airport on behalf of and held in trust for the Authority and fees collected from customers of rental car companies renting vehicles off-Airport on behalf of and held in trust for the Authority.

Debt Service shall mean any principal, interest, premium, make-whole and other fees and amounts either paid or accrued for Bonds, and such other amounts required for payment of principal, interest, premium, make-whole and other fees and amounts associated with Subordinated Indebtedness and Other Indebtedness, exclusive of amounts funded by PFC or CFC collections, and other associated costs due or payable in such period, including any amounts necessary to maintain the required balance in the Debt Service Reserve Fund or similar fund created pursuant to the Trust Agreement and Other Financing Documents, and any required deposits to any rebate or similar fund created pursuant to the Trust Agreement and Other Financing Documents, all Fund Deposit Requirements, as set forth in the Trust Agreement and Other Financing Documents, any letter of credit bank reimbursement obligations, reserve fund, or municipal bond insurance obligations, sinking fund payments, call premiums, payments required by forward purchase agreements, remarketing fees, letter of credit fees, trustee fees, paying agent fees, consultant fees, attorney fees, and any other costs and fees payable in connection with such Bonds, Subordinated Indebtedness and Other Indebtedness.

Debt Service Reserve Fund shall mean the funds created by the Trust Agreement and Other Financing Documents for maintaining a balance equal to the amount required by the Trust Agreement and Other Financing Documents as additional security for the Bonds Subordinated Indebtedness and Other Indebtedness.

Deplaned Passenger shall mean any passenger disembarking an aircraft at the Terminal Complex, including any such passenger that shall subsequently board another aircraft of the same or a different Air Carrier or the same aircraft, if previously operating under a different flight number.

Effective Date has the meaning set forth in Article 4.

Enplaned Passenger shall mean any passenger boarding an aircraft at the Terminal Complex, including any such passenger that previously disembarked from another aircraft of the same or a different Air Carrier or from the same aircraft, if previously operating under a different flight number.

Environmental Laws shall mean and include all applicable Federal, State, and local statutes, ordinances, regulations, rules, and orders relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("**FIFRA**"), 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and

Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. §9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act ("**TSCA**"), 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 *et seq.*; all State environmental protection, superlien and environmental clean-up statutes; all implementing rules, regulations, guidelines, and orders and all local laws, regulations, rules, ordinances, and orders insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Substances; and judicial interpretations of each of the foregoing.

Extraordinary Service Charges shall mean charges for services provided by the Authority to one or more Air Carriers that are not required pursuant to this Resolution or a Space Rental Agreement.

FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.

Federal Aviation Administration (sometimes abbreviated as **FAA**) shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.

Fiscal Year shall mean the annual accounting period of the Authority for its general accounting purposes which, at the time of adoption of this Resolution, is the period of twelve consecutive months, ending with the last day of September of any year.

FIS Facilities shall mean the Federal Inspection Services (**FIS**) facilities provided from time to time for United States Customs and Border Protection, United States Immigration and Customs Enforcement, United States Department of Health and Human Services and United States Department of Agriculture, and any successor departments or services thereto, for the processing of arriving international passengers at the Airport.

FIS Fee means the fee charged to Air Carriers using the FIS Facilities per international arriving passenger (other than pre-cleared international passengers) as such amount may be established from time to time by the Authority.

Fund Deposit Requirements means amounts necessary in any period to satisfy all requirements set forth in the Trust Agreement, the Subordinated Trust Agreement and financing documents with respect to Other Indebtedness to deposit Revenues to funds and accounts established under such agreements for such period; provided, however, that Debt Service coverage may be addressed separately through the Annual Coverage Requirement.

Gate shall mean that portion of the Terminal Complex consisting of a holdroom and all other appropriate appurtenant space and equipment plus the associated Terminal Airline Apron and the associated Loading Bridge (if any).

Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including the Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport or Air Carriers.

Ground Handler shall have the meaning set forth in Section 6.4 of this Resolution.

GSE shall mean ground service equipment.

Hazardous Substance shall mean:

1. any substance the presence of which requires or may later require notification, investigation or remediation under any Environmental Law; or
2. any substance that is or becomes defined as a “hazardous waste”, “hazardous material”, “hazardous substance”, “pollutant”, or “contaminant” under any Environmental Law, including, without limitation, CERCLA, RCRA, and the associated regulations; or
3. any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any Governmental Authority; or
4. any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
5. any substance that contains polychlorinated biphenyls (“**PCBs**”), per- and polyfluoroalkyl substances (**PFAS** and related chemicals), asbestos or urea formaldehyde foam insulation; or

6. any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

ID Media shall mean an Airport identification badge issued by the Authority.

Indemnified Party or Indemnified Parties shall mean the Authority, its successors and assigns, and each of its Board members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.

Investment Service shall mean, with respect to any Fiscal Year, the sum of (1) Debt Service (exclusive of capitalized interest) and Other Debt Service payable by Authority in that Fiscal Year for indebtedness incurred on Capital Projects completed prior to October 1, 2020; plus (2) Return on Authority Investment for expenditures incurred on Capital Projects completed prior to October 1, 2020; plus (3) the Annual Coverage Requirement related to the foregoing; less (4) a reduction for any interest earnings in the Debt Service Reserve Fund attributable to such Debt Service or Other Debt Service; less (5) a reduction for any interest earnings in the Redemption Account attributable to amounts transferred from the Surplus Fund. Investment Service will exclude any amounts funded by PFC or CFC collections.

Joint Use Charges shall mean charges payable by the Air Carriers for use of the Joint Use Premises.

Joint Use Formula shall mean the formula used to calculate each Air Carrier's allocable share of Joint Use Charges and other designated Airline Fees and Charges determined as follows: for any period, each Air Carrier's allocable share shall be equal to a fraction, the numerator of which is the number of such Air Carrier's Enplaned Passengers for such period and the denominator of which is the total number of Enplaned Passengers for all Air Carriers for such period.

Joint Use Premises shall mean the areas in the Terminal Complex used by an Air Carrier for its nonexclusive use, jointly with other Air Carriers similarly so designated, and includes the Air Carrier Share (as defined in Section 9.1(D)(5)) of passenger screening, the Air Carrier Share of Passenger Transfer System shuttle exit areas in the Airside Buildings, baggage claim and tug drives. Each Air Carrier shall have the right to use the baggage claim areas jointly used by it and other Air Carriers on a shared use basis with such other Air Carriers and each Air Carrier's obligations with respect to such premises, including its obligation to pay Joint Use Charges, shall also be shared with such other Air Carriers.

Land Bank Cost Center shall mean and include all direct and indirect Costs for all land on the Airport that is not at the time useful for Airport purposes but is expected to be needed in the future for Airport purposes, as its boundaries are adjusted from time to time. When land in the Land Bank Cost Center becomes useful for Airport purposes other than land bank, it will be transferred out of the Land Bank Cost Center and into an appropriate Cost and Revenue Center.

Landing Fee or Landing Fees shall mean a fee expressed in tenths of a cent per thousand pounds of the Maximum Gross Landed Weight of each type of an Air Carrier's aircraft and shall be multiplied by the total of all Maximum Gross Landed Weight for all Chargeable Landings of each type of aircraft landed at the Airport by each Air Carrier.

Loading Bridges shall mean loading bridges, including pre-conditioned air, ground power/400Hz, potable water, fire bottles, and related infrastructure and equipment used to transport passengers between the Airside Buildings and an aircraft and other devices, if any, to assist with passenger boarding onto and deplaning from aircraft.

Maximum Gross Landed Weight shall mean the maximum gross certificated landing weight in one thousand-pound units for each type of aircraft operated at the Airport, as certificated by the FAA.

MUFIDS shall mean the Authority's compatible multi-user flight information display systems.

Non-Revenue Landing shall mean any aircraft landing by an Air Carrier at the Airport for a flight for which such Air Carrier receives no revenue, and shall include irregular and occasional ferry or emergency landings, which shall include any flight that, after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical, or operating causes, or any other reason of emergency or precaution.

Non-Signatory Airline shall mean an Air Carrier that is not a party to an active Space Rental Agreement or an active lease of space in the Cargo Cost and Revenue Center. Non-Signatory Airlines will not participate in year-end settlement and are not eligible for revenue sharing under this Resolution.

Non-Signatory Premium shall mean an additional charge of five percent (5%) of Airline Fees and Charges, other than the FIS Fee.

Office and Club Premises shall mean those portions of the Terminal Complex assigned by the Authority to a Signatory Airline in which such Signatory Airline has a power, privilege, or other right authorized under such Signatory Airline's Space Rental Agreement to exclude another Person from enjoying or exercising a like power, privilege, or other right.

Operating Agreement for Ground Handlers shall have the meaning set forth in Section 6.4 of this Resolution.

Operating Expenditures ("O&M Expenditures") shall mean all Operating Expenses, excluding any reimbursements or grants received from governmental entities to offset Operating Expenses, plus all capital expenditures with a unit cost less than \$100,000 for the cost of moveable equipment consisting of, but not limited to, fire-fighting equipment, trucks, tractors and automotive equipment and other similar moveable equipment and for the purpose of paying the cost of rebuilding, reconstructing, altering, replacing and renewing the facilities of the Airport System, and construction and acquisition of improvements to capital assets of the Airport System.

Operating Expenses shall mean the expenses, paid or accrued, of operation, maintenance, and ordinary repairs of the Airport System and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the Authority relating solely to the Airport System, including engineering, architectural, legal, airport consultants, and accounting fees and expenses, and fees and expenses of any trustee or paying agent under the Trust Agreement, the Subordinated Trust Agreement or Other Financing Document, and such other reasonable current expenses as shall be included in generally accepted accounting practices utilized for airports operating as an enterprise fund. Operating Expenses shall not include any allowance for depreciation or renewals or replacements or obsolescence of capital assets of the Airport System, or any operating expenses of Special Facilities where the lessees thereof are obligated to pay such operating expenses.

Operating Reserve Requirement ("O&M Reserve Requirement") shall mean the Trust Agreement requirement that a reserve be created and maintained at an amount at least equal to one-sixth of the annual budget then in effect for Operating Expenses.

Other Debt Service shall mean any principal, interest, premium, make-whole and other fees and amounts, either paid or accrued, on Other Indebtedness of the Authority.

Other Financing Documents shall mean and include the Subordinated Trust Agreement and the financing documents executed by the Authority in connection with the issuance or incurrence of Other Indebtedness.

Other Indebtedness shall mean any debt incurred by Authority for Airport System purposes which is outstanding and not authenticated and delivered under and pursuant to the Trust Agreement. Other Indebtedness shall include, without limitation, amounts outstanding under revolving credit facilities executed by the Authority from time to time.

Passenger Facility Charge (“PFCs”) shall mean the fees authorized by 49 USC § 40117 and regulated by 14 CFR Part 158 as such statute and regulations exist on the Effective Date or as they may be subsequently amended, and as approved by the FAA for collection by Air Carriers on behalf of the Authority from eligible Enplaned Passengers in accordance with a record of decision or final agency decision issued by the FAA, and interest, profits and other income derived from the investment thereof.

Passenger Transfer System shall mean the passenger transfer equipment and facilities, including the stations located in the Terminal Building and the Airside Buildings, and the exit areas in the Airside Buildings, as modified by the Authority from time to time.

Passenger Transfer System Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Passenger Transfer System. The costs of the Passenger Transfer System will be calculated in accordance with Section 9.1.

Passenger Transfer System Fee shall mean the fee for use of the Passenger Transfer System calculated as provided in Section 9.1(D) hereof.

Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' fees, tax assessments, and charges (excluding PFCs), payable by Air Carrier under this Resolution, to guarantee the faithful performance by Air Carrier of its obligations under this Resolution and the payment of all fees, tax assessments, and charges due under this Resolution.

Person means a firm, association, partnership, limited liability company, trust, corporation, and other legal entities, including Governmental Authorities, as well as a natural person.

Per Use Gate Fee shall mean a per Turn fee payable by an Air Carrier for the right to use a gate assigned to an Air Carrier for the processing of passengers and baggage, as established from time to time by the Authority based on calculations set forth in Section 9.1(H).

Per Use Ticket Counter Fee shall mean a per Turn fee payable by an Air Carrier for the right to use a Per Use Ticket Counter assigned to an Air Carrier for the processing of passengers

and baggage for a departing flight, as established from time to time by the Authority based on calculations set forth in Section 9.1(G).

Per Use Gates shall mean those Gates and Related Terminal Area that are not occupied on a preferential use basis by a Signatory Airline, the use of which is assigned to Air Carriers by the Authority pursuant to the Authority Rules and Regulations. The Authority reserves the right to maintain as many Gates and as much Related Terminal Area, such as ticket counters, and ticket and baggage services offices, as it may deem necessary or desirable for common use by Air Carriers operating at the Airport.

Per Use Ticket Counter shall mean Ticket Counters that are not occupied on a preferential use basis by a Signatory Airline, the use of which is assigned to Air Carriers by the Authority pursuant to the Authority Rules and Regulations. The Authority reserves the right to maintain as many Per Use Ticket Counters as it may deem necessary or desirable for common use by Air Carriers operating at the Airport.

Preferential Use Premises shall mean those portions of the Terminal Complex and Terminal Aircraft Aprons assigned to a Signatory Airline by the Authority pursuant to a Space Rental Agreement to which such Signatory Airline shall have priority over other users, subject to the terms and conditions of this Resolution, the Rules and Regulations and the Space Rental Agreement.

Public Space shall mean all utility rooms, ductways, janitorial rooms and closets, stairways, hallways, space in the Terminal Complex appurtenant to a Signatory Airline's Office and Club Premises and used in common with one or more other Signatory Airlines, elevators, escalators, entrance-ways, public or common use lobbies and areas, public toilet areas, and other areas used for the operation, maintenance, or security of the Terminal Complex, excluding Joint Use Premises.

Recognized Net Investment shall mean Authority's cost of an improvement, equal to or greater than \$100,000, or an acquisition made on or for the Airport System (including without limitation the cost of construction, testing, architects' and engineers' fees, consultants' fees, construction management fees, attorneys' fees and costs, inspection and surveillance by Authority's engineer, condemnation, relocation expenses, and brokers' fees), reduced by the amount of any Federal or State grant received by Authority therefor and by any PFCs or CFCs applied to pay the costs thereof and shall be considered Recognized Net Investment beginning in the Fiscal Year in which the improvement or acquisition is completed or placed in service.

Redemption Account shall mean the account created by the Trust Agreement and the Subordinated Trust Agreement to be used for the retirement of Bonds and Subordinated Indebtedness.

Related Terminal Area shall mean that portion of the Terminal Complex reasonably necessary to conduct airline operations at a Gate and shall include, without limitation, upper level and lower level Terminal Building access for persons, Loading Bridges, passenger hold rooms, check-in counters, the Joint Use Premises, and rights of access to terminal passenger facilities, in each case associated with such Gate.

Rentable Square Feet with respect to the Terminal Complex shall mean the number of square feet of space in the Terminal Complex that is rentable to tenants.

Return on Authority Investment shall mean the return on Recognized Net Investment made by the Authority after September 30, 1999 with Authority funds (*i.e.*, not Bond proceeds; not proceeds from insurance resulting from casualty damage to or destruction of improvements to the Airport System; not Federal or State grant funds; and not PFCs or CFCs) for new capital improvements to or acquisitions for the Airport System equal to the total of the annual amortization of the amount of each item of Recognized Net Investment over the following timeframe: (i) for Capital Projects completed on or after the Effective Date, the recovery period will be the reasonably estimated useful life thereof as determined by the Authority or (ii) for Capital Projects completed before the Effective Date, the recovery period will be twenty-five years, in principal and interest amounts which together represent equal annual payments, with interest computed at Authority's True Interest Cost for the Fiscal Year of acquisition or completion of the Capital Project.

Revenue Fund shall mean that fund for the deposit of all Revenues, as defined under the Trust Agreement, derived from the operation of the Airport System.

Revenue Landing shall mean any aircraft landing by an Air Carrier at the Airport for which such Air Carrier receives revenue.

Revenues shall mean all income accrued by Authority in accordance with generally accepted accounting practices utilized by airports operating as an enterprise fund, including investment earnings, from or in connection with the ownership or operation of the Airport System or any part thereof, or the leasing or use thereof. Proceeds received from litigation or other dispute resolution, whether settlement, award or judgment, insurance proceeds, and proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness, PFCs and CFCs and the interest earned therefrom shall be excluded from the calculation of Revenues.

Roads and Grounds Cost Center shall mean and include all direct and indirect Costs for all roads on the Airport and the landscaping and facilities provided therefor, as defined by the Authority from time to time. The Roads and Grounds Cost Center shall be allocated to the Cost and Revenue Centers based upon the following percentages: Airfield – 5%, Terminal Complex – 35%, Commercial Landside – 45%, Cargo – 5%, General Aviation – 5% and Other – 5%, or such other allocation as may be justified by changes in operations or use after the Effective Date.

Rules and Regulations shall mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Authority pursuant to Applicable Laws including, without limitation, the Authority's duly adopted and generally applicable Policies, Operating Directives, Standard Procedures, Ordinances, and the Airport Security Plan, in each case as such may be in force and as amended from time to time.

SIDA shall mean that portion of the Airport designated by the Authority from time to time as the Security Identification Display Area.

Signatory Airline shall mean a passenger Air Carrier that is a party to an active Space Rental Agreement for space within the Terminal Complex or an all-cargo Air Carrier that is a party to an active lease of space in the Cargo Cost and Revenue Center in the form prescribed by the Authority, either of which incorporates the terms and conditions of this Resolution.

Solid Waste shall mean:

1. any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any Environmental Law, including but not limited to, the rules of the Florida Department of Environmental Protection, specifically Chapter 62-702, FAC; or
2. any waste requiring special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or
3. any waste that is not a Hazardous Substance and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or
4. yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

Space Rental Agreement shall mean an agreement in the form prescribed by the Authority between the Authority and a Signatory Airline granting such Signatory Airline the right to occupy and operate within the Airline Premises designated in such Space Rental Agreement.

Special Facility shall mean a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, constructed, installed, equipped, or acquired with: (i) the proceeds of the sale of obligations (other than Bonds) issued by the Authority; (ii) other funds provided by the user or developer thereof or by any other person; or (iii) a combination of the foregoing items (i) and (ii).

STA shall mean Security Threat Assessment.

Standard Holdroom Square Footage shall mean a uniform measurement used for the sole purpose of calculating certain fees payable hereunder of three thousand (3,000) Rentable Square Feet for each holdroom located within the Airside Buildings; provided, however, that if the average size of a holdroom changes due to construction completed after the Effective Date, such uniform measurement may be modified to reflect any such changes.

State shall mean the State of Florida.

Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation subordinate to the Bonds, issued pursuant to any Subordinated Trust Agreement.

Subordinated Trust Agreement shall mean a trust agreement subordinated to the Trust Agreement authorizing the issuance by Authority of Subordinated Indebtedness, as such may be supplemented or amended from time to time.

Substantial Completion shall mean the date on which Authority's architects and/or engineers certify any premises at the Airport to be substantially complete so as to permit use and occupancy by an Air Carrier or other Person.

Tenant Work Permit ("TWP") Program shall mean the program adopted by the Authority, as amended from time to time, setting forth requirements for undertaking any improvements by a tenant of the Authority or other occupant at the Airport.

Terminal Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of passenger aircraft and the loading and unloading of passenger aircraft and, as approved by the Authority, parking of GSE.

Terminal Building shall mean the passenger terminal building, remote baggage sort buildings, the baggage make-up area in the Airside Buildings, and the mechanical and electrical service building, excluding the Airside Buildings.

Terminal Building Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Terminal Building.

Terminal Complex shall mean the Terminal Building and the Airside Buildings connected by means of the Passenger Transfer System, together, as they and any other passenger handling facilities exist at the Airport prior to and after completion of any improvements or expansion.

Terminal Facility Fees shall mean the Airline Fees and Charges established by the Authority for the use of space within the Terminal Complex by Air Carriers, including the Airside Buildings Rental Rate, the Terminal Building Rental Rate, the Baggage Handling System Fees, Per Use Gate Fees, Per Use Ticket Counter Fees, Passenger Transfer System Fees, Airline Terminal Support Fees, and fees for use of Joint Use Premises, as identified in Section 9.1.

Terminal Rental Rate shall mean the rate per Rentable Square Foot of space in the Terminal Building, calculated as set forth in Section 9.1(B) hereof.

Ticket Counter shall mean each ticket counter position within the Terminal Building usable by an Air Carrier for the processing of passengers and baggage for a departing flight, including the ticket counter itself, plus queuing space and space behind the ticket counter position.

True Interest Cost shall mean the Bond Buyer's 25 Revenue Bond Index as of September 30th of the previous Fiscal Year.

Trust Agreement shall mean the Senior Codified and Restated Trust Agreement dated November 7, 2018, as supplemented, amended and recodified from time to time, authorizing the issuance by the Authority of Bonds with respect to the Airport System.

Transportation Security Administration ("TSA") shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act ("**ATSA**"), Public Law 107-71 of 2001, as amended, or any successor agency thereto.

Turn shall mean a single inbound and outbound flight operation, for which an Air Carrier uses a Per Use Gate and appurtenant Related Terminal Area, facilities, and/or equipment.

Additional words and phrases used in this Resolution but not defined herein shall have the meanings as defined under the Trust Agreement or, if not so set forth, shall have their usual and customary meaning.

5.2 Interpretation.

References in the text of this Resolution to Articles, Sections, or Exhibits pertain to Articles, Sections or Exhibits of this Resolution, unless otherwise specified.

- A. The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Resolution refer to this Resolution.
- B. Any headings preceding the text of the Articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction, or effect.
- C. Words importing the singular shall include the plural and vice versa.
- D. Where the approval of the Authority is required under this Resolution, the written approval of the CEO shall be required to evidence such approval.

ARTICLE 6

USES, RIGHTS AND PRIVILEGES

6.1 Use of the Airport.

Subject to and consistent with the terms of this Resolution, including but not limited to the restrictions contained in Section 6.3, the requirements set forth in Section 7.1, and the Rules and Regulations, Air Carriers may conduct their Air Transportation Business at the Airport and by conducting its Air Transportation Business at the Airport, each Air Carrier operating at the Airport agrees to comply with all terms, conditions, and requirements of this Resolution. As provided in this Resolution, Air Carriers may use, in common with others so authorized, the Per Use Gates and Related Terminal Area, Joint Use Premises and Public Space of the Airport (including the Airfield); and perform all operations and functions as are connected, incidental or necessary to an Air Carrier’s Air Transportation Business at the Airport, including, but not limited to, the following rights:

- A. To land, take off, fly over, taxi, tow, park, repair, maintain, service, test, store, load, and unload an Air Carrier’s aircraft and other equipment used in the operation of

such Air Carrier's Air Transportation Business, including, but not limited to, the right to load and unload an Air Carrier's aircraft through the Loading Bridges, in accordance with Authority direction, or as otherwise approved by the Authority; provided, however, that major maintenance of aircraft and routine servicing or maintenance of ground equipment on the Terminal Aircraft Apron is not permitted, unless specifically authorized by the Authority, and Air Carriers shall not use the Terminal Aircraft Apron to load or unload all-cargo aircraft unless otherwise authorized in writing by the Authority.

- B. To sell air transportation tickets and services; process passengers and their baggage for air travel; and to sell, handle, and provide mail, freight, cargo, and express services, and reasonable and customary airline activities.
- C. Of ingress to and egress from the Airport including, without limitation, a Signatory Airline's Airline Premises, and such right shall extend to each Air Carrier's Airline Parties and its customers and invitees, and its or their equipment, vehicles, machinery and other property, subject to 49 CFR Part 1542, the Authority's Airport Security Plan, and Applicable Laws relating to: (i) the general public, including passengers; (ii) access to non-public areas at the Airport by Airline Parties; and/or (iii) safety and security.
- D. To train an Air Carrier's employees or prospective employees, and to test its aircraft and other equipment being utilized at the Airport in areas designated or approved by the Authority; provided, however, such training and testing must be incidental to the use of the Airport in the operation by an Air Carrier of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others. The Authority may restrict or prohibit any such training and testing operations that it deems to interfere with the use of the Airport.
- E. To sell, lease, transfer, dispose of, or exchange an Air Carrier's aircraft, engines, accessories, parts, gasoline, oil, grease, lubricants, fuel, propellants, and all other materials, equipment, supplies, and articles or goods used by, acquired in connection with, or incidental to an Air Carrier's Air Transportation Business at the Airport; provided, however, that an Air Carrier may not, and shall cause its agents not to, sell or permit to be sold, aviation fuels or propellants except (i) to any Air Carrier that is a successor company to such Air Carrier; (ii) for use in aircraft of others that are being used solely in the operation of such Air Carrier's Air

Transportation Business, including, but not limited to, such Air Carrier's Affiliates; (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from such Air Carrier; or (iv) in accordance with sales of fuel through the Airport's fuel hydrant system, to the extent the Authority has authorized by an agreement one or more Air Carriers or an entity owned or controlled by one or more Air Carriers to operate the fuel flowage, storage, and distribution system at the Airport.

- F. To purchase or otherwise obtain services and personal property of any nature, including, but not limited to, aircraft, engines, accessories, parts, gasoline, oil, grease, lubricants, fuel, propellants, food, beverages, including food and beverages for consumption aloft, passenger supplies, and all other materials, equipment, supplies, and articles or goods used by, acquired in connection with, or incidental to, an Air Carrier's Air Transportation Business at the Airport, from any person it may choose, wherever such person may be located, subject to the Rules and Regulations; and subject to the Authority's right to require that each provider of services and/or supplies secures a permit from the Authority to conduct such activity at the Airport, pays required fees, and abides by the Rules and Regulations.
- G. Subject to the prior approval of the CEO and the Federal Communications Commission and subject to the Authority's Tenant Work Permit Program, to install, maintain, and operate, alone or in conjunction with any other Air Carrier, or through a nominee, such radio (including radio frequency identification ("**RFID**") devices and beacons), communications, flight information display systems, meteorological and aerial navigation equipment, and associated wiring, as may be necessary or convenient for an Air Carrier's Air Transportation Business at the Airport, in or on a Signatory Airline's Airline Premises, and at other locations at the Airport; provided, however, that each Air Carrier shall provide to the Authority, if requested, electronic flight arrival and departure information through such Air Carrier's systems and shall cooperate with the Authority's installation of centralized and remote flight information displays; and provided, further, that if the spectrum frequencies of such devices interfere with those of the Authority, other Air Carriers or other parties operating at the Airport, the CEO shall have the sole right to allocate the use of such frequencies in his or her sole discretion; and provided, further, that (i) such installations and the subsequent use of such equipment shall be subject to Applicable Laws; and (ii) the location of all such equipment and facilities shall be determined by the Authority in its exclusive but reasonable

discretion taking into account the operations of all Air Carriers at the Airport. Should an Air Carrier install any type of radio transceiver or other wireless communications equipment, such Air Carrier will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of such Air Carrier's equipment. Should interference occur because of an Air Carrier's installation, the Authority reserves the right to shut down such Air Carrier's installation until appropriate remedies to the interference are made by such Air Carrier. Such remedies may include, but are not limited to, relocation to another site. The cost of all such efforts to remedy the interference will be solely at such Air Carrier's expense. Subject to the Rules and Regulations, a Signatory Airline may install in the holdroom of its Preferential Use Premises, with the Authority's prior written consent, such Signatory Airline's GIDS. The Authority shall have unrestricted access to all communication equipment owned or used by an Air Carrier, if any, whether located on its Airline Premises or elsewhere at the Airport if the Authority equipment or systems interface with such equipment. Prior to any such installation, an Air Carrier shall provide the Authority with all necessary supporting documentation related to such installation. All Air Carriers are required to use the Authority's MUFIDS.

- H. To use water, sewer, electric power, telephone, data, preconditioned air systems, and other utilities supplied by the Authority from time to time.
- I. To use the areas designated as Air Carrier employee parking facilities for the parking of its employees' vehicles pursuant to an operating agreement, lease, or other arrangement containing such reasonable terms and conditions as the Authority and each Air Carrier shall mutually agree upon and the payment of any reasonable fees required pursuant to such arrangement.
- J. To purchase, keep, and install, and in any event to use and maintain, at the areas designated by the Authority as an Air Carrier's GSE parking facilities (which may include a Signatory Airline's Preferential Aircraft Parking Positions, if any), mobile devices for the loading, unloading and general servicing of an Air Carrier's aircraft, air start systems, and other miscellaneous aircraft and aircraft-related support equipment, pursuant to an operating agreement, lease, or other arrangement containing such reasonable terms and conditions as the Authority and each Air

Carrier shall mutually agree upon and the payment of any reasonable fees required pursuant to such arrangement.

- K. To use the Airport fuel system for the purpose of storing and dispensing fuel pursuant to such reasonable terms and conditions as the Authority or Tampa Airport Fuel Committee that operates the fuel system may establish.
- L. Subject to the Authority's design standards for the Airport and the Tenant Work Permit Program, if applicable, as the same may from time to time be adopted, amended, or altered, to install, maintain, and use signs in a Signatory Airline's Office and Club Premises or Preferential Use Premises, including installation of such Signatory Airline's logo on the walls behind ticket counters and check-in counters in holdrooms at Signatory Airline's Preferential Use Premises. Notwithstanding the foregoing, in a Signatory Airline's Office and Club Premises not visible from public areas, such Signatory Airline shall be permitted to install such signs as it desires so long as the Signatory Airline complies with Applicable Laws and the Authority's design standards for the Airport, as in effect from time to time.
- M. To operate and maintain in a Signatory Airline's Office and Club Premises, if any, passenger clubs and lounges; provided, however, that if a Signatory Airline shall engage in the sale of goods or services or charge an entrance fee at such club or lounge, such Signatory Airline shall pay to the Authority, in addition to all other fees and charges payable hereunder, a concession fee equal to the amount of gross sales at such club or lounge multiplied by the rate equivalent to the applicable concession fee rate (including any incremental percentage fees) being paid to the Authority or its third party concession manager by any concessionaire for similar sales at the Airport.
- N. To install, maintain, and operate in a Signatory Airline's Office and Club Premises or Preferential Use Premises only in areas not accessible to the general public, vending machines dispensing food and beverages and other merchandise for consumption by such Signatory Airline's employees; provided, however, that if such machines or equipment require electrical power or other utilities not serving the Office and Club Premises or Preferential Use Premises on the Commencement Date, the Signatory Airline shall be responsible for any utility upgrades necessary to service such machines or equipment.

- O. To install, maintain, and operate, in a Signatory Airline's Office and Club Premises or Preferential Use Premises subject to the Authority's design standards for the Airport and the Tenant Work Permit Program, if applicable, customer relations, security, waiting room, baggage, cargo, mail handling, and storage facilities and equipment; reservations, administrative, and operations offices; and lockers, restrooms, and related facilities for its employees; provided, however, that if such machines, equipment, or facilities require electrical power or other utilities not serving the Signatory Airline's Office and Club Premises or Preferential Use Premises on the Commencement Date, such Signatory Airline shall be responsible for any utility upgrades necessary to service such machines, equipment, or facilities.
- P. To provide, either alone or in conjunction with others, or through a nominee, porter/sky cap service for the convenience of the public.

6.2 Exercise of Rights by and for Third Parties.

- A. Only in accordance with Section 6.4 with respect to an Operating Agreement for Ground Handlers, and subject to the provisions of Section 6.2(B), the rights and privileges granted to an Air Carrier pursuant to this Article 6 may be exercised on behalf of an Air Carrier by other Air Carriers or Ground Handlers, and an Air Carrier may exercise on behalf of any other Air Carrier providing air transportation to and from the Airport, any of the rights granted to an Air Carrier herein.
- B. If at any time, the CEO shall reasonably determine that some or all Air Carriers or Ground Handlers exercising the rights and privileges granted pursuant to this Article 6 are exercising such rights and privileges (i) in a manner which interferes with the operation or maintenance of the Airport; (ii) which adversely affects the health or safety of the public or other users of the Airport; or (iii) which fails to comply with the Authority Rules and Regulations or terms of this Resolution, the CEO shall notify the applicable Air Carriers of such determination, which notice shall include such information as may be necessary for the applicable Air Carriers to verify such determination. Each applicable Air Carrier shall promptly commence and diligently pursue action necessary to correct the conditions or actions specified in such notice. If such conditions or actions are not corrected within thirty (30) calendar days (or immediately if the Authority determines that such conditions or actions adversely affect health or safety) after receipt of such notice or if such conditions or actions cannot be corrected within such period and the applicable Air

Carriers have not promptly commenced and diligently pursued all such corrective action which could be taken within such period, then upon the request of the CEO, the applicable Air Carriers shall terminate such arrangements or agreements. For purposes of this Section 6.2(B), the term “applicable Air Carriers” or “applicable Air Carrier” refers to those Air Carriers (or specific Air Carrier) whom the Authority has identified as exercising rights and privileges hereunder in a manner set forth in clauses (i) – (iii) above.

6.3 Restrictions.

- A. The grant of rights and privileges hereunder does not authorize an Air Carrier to conduct a separate business at the Airport but permits an Air Carrier to conduct such activities only insofar as they are reasonably necessary or incidental to or connected with the conduct of such Air Carrier’s Air Transportation Business at the Airport and to the conduct of an Operating Agreement for Ground Handlers approved pursuant to Section 6.4.
- B. Except as to rights specifically set forth in Section 6.1, nothing contained herein is intended or shall be construed to authorize or permit an Air Carrier to compete with any of the Authority’s authorized concessionaires, Airport parking facilities, rental car companies, or other ground transportation providers operating at the Airport.
- C. The CEO may, from time to time, temporarily or permanently close roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport as necessary to maintain, improve, construct, or repair such facilities, or for safety reasons; provided, however, that, unless an emergency situation exists, the Authority shall use diligent efforts to minimize and schedule closings in order to minimize the disruption of services being provided and operations of Air Carriers, and it shall use commercially reasonable efforts to provide alternative means of ingress and egress and other facilities necessary for the Air Carriers’ operations.
- D. The Authority has the right to restrict the use by an Air Carrier of Terminal Aircraft Apron space. The Authority has the right to charge a reasonable fee for aircraft parking on such Terminal Aircraft Apron space.
- E. The Authority will require the execution of a Space Rental Agreement or other agreement between the Authority and a Signatory Airline for the right to use space and/or ground area at the Airport other than Per Use Gates and Related Terminal Area.

- F. Except in the Air Carrier's clubs, an Air Carrier may not conduct or permit the sale or other distribution of food or beverages to passengers in the Terminal Complex, except as expressly provided in this Resolution, without the approval of the CEO; provided, however, that in the event of irregular operations causing flight delays, an Air Carrier may provide snacks and nonalcoholic beverages to its customers without cost; provided, however, that if such privilege is abused in the sole judgment of the CEO, such privilege may be withdrawn.
- G. No Air Carrier shall knowingly interfere or permit interference by its Airline Parties, customers, or invitees with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Airport; and no Air Carrier shall engage in any activity prohibited by the Authority's noise abatement procedures.
- H. As soon as reasonably possible after an Air Carrier's disabled aircraft is released from the control or jurisdiction of all applicable Governmental Authorities, such Air Carrier shall remove (or cause the lessor of an aircraft to remove) any such disabled aircraft from the Airfield and Terminal Aircraft Apron, and shall place and store any such disabled aircraft only in such storage areas and upon terms and conditions as may be reasonably approved by the Authority. In the event a disabled aircraft is not removed as expeditiously as is reasonably possible, the Authority may, following reasonable notice to such Air Carrier, but shall not be obligated to, cause the removal of such disabled aircraft in accordance with Applicable Law.
- I. No Air Carrier may keep or store flammable liquids within any covered or enclosed portion of the Airport without the prior written approval of Authority. Any such liquids having a flash point of less than 110 degrees Fahrenheit must be kept and stored in safety containers of a type approved by Underwriters Laboratories.
- J. No Air Carrier may create or permit to be caused or created within the Airport any obnoxious odor, smoke, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, will not be a violation of this Resolution.
- K. Parking or storage of aircraft or GSE at an aircraft apron that in any way interferes with Airport operations, including the movement of passengers, cargo, or other

aircraft, is prohibited. An Air Carrier must remove aircraft or GSE within forty-five (45) minutes of notification by the Authority of its determination that: (i) an emergency exists requiring removal of said aircraft or GSE; (ii) said aircraft or GSE is interfering with Airport operations or the movement of passengers, cargo, or other aircraft; or (iii) the aircraft apron is required for temporary access by another Air Carrier, provided that the Authority has first determined that other suitable aircraft apron space is not available. An Air Carrier may park and store GSE owned by such Air Carrier, its Affiliate(s), or any subcontractor to such Air Carrier which holds a valid Operating Agreement for Ground Handlers from the Authority and with whom the Air Carrier contracts to provide airside services. No vehicle owned or operated by an Air Carrier or any Airline Party shall access the AOA unless directly related to an Air Carrier's Air Transportation Business. All vehicles driven, escorted, or parked on the AOA must meet the Authority's insurance requirements and comply with the Rules and Regulations. All Air Carrier vehicles, including those of all Airline Parties, excluding escorted vehicles, accessing the AOA must bear such Air Carrier's identification on both sides of the vehicle, identifiable from a distance of fifty (50) feet. An Air Carrier's vehicles must also display the Authority's movement area permit decal. Each Air Carrier shall verify that all of its Airline Parties who operate motorized vehicles on Airport property have a valid driver's license. Each Air Carrier must provide evidence in writing of such verification within fifteen (15) days of written request by Authority. If an Air Carrier fails to provide verification or if an Airline Party is found to be driving on Airport property without a valid driver's license, the Authority may revoke the offending driver's ID Media and may assess a monetary penalty against the Air Carrier employing such Airline Party of up to \$1,000 per occurrence. Said penalty will be due and payable within fifteen (15) days' notice of invoice for the same. On a quarterly basis, each Air Carrier shall conduct an audit of the status of the driver's licenses of its Airline Parties that operate motorized vehicles on Airport Property to ensure that they possess a valid driver's license. Such audits shall be provided to Authority upon fifteen (15) days' written request by Authority.

- L. All rights not otherwise expressly granted to the Air Carriers pursuant to Section 6.1 are hereby reserved to the Authority.

- M. Any construction activities undertaken at the Airport by a tenant or occupant other than the Authority not described in Article 6 shall be subject to the Tenant Work Permit Program.

6.4 Operating Agreement for Ground Handlers.

- A. If an Air Carrier is conducting an Air Transportation Business at the Airport, subject to the Authority's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, an Air Carrier may enter into an agreement (each an "**Operating Agreement for Ground Handlers**") to use all public areas of the Airport which such Air Carrier has a right to use in common with others for the handling by such Air Carrier's personnel of the Air Transportation Business of any other Air Carrier using the Airport to the same extent as they may be used for the Air Transportation Business of such Air Carrier, or handling by the personnel of any third party service provider (a "**Ground Handler**") holding an Operating Agreement for Ground Handlers with the Authority to provide the services requested by an Air Carrier; provided, however, that a handling Air Carrier shall remain liable for all of its and the handled Air Carrier's obligations hereunder.
- B. In the event an Air Carrier handles any other Air Carrier and such handled Air Carrier is not an Affiliate of the handling Air Carrier, such handling Air Carrier must (i) collect, on behalf of the Authority, and submit to Authority, all applicable Airline Fees and Charges as determined by the Authority and, (ii) as consideration for the privilege of being allowed to handle such Air Carrier, the handling Air Carrier will pay to the Authority a monthly privilege fee as set forth in the Operating Agreement for Ground Handlers or as otherwise established by the Authority from time to time.

6.5 Affiliates.

If an Air Carrier is conducting an Air Transportation Business at the Airport, subject to the Authority's prior written approval, such Air Carrier may utilize one or more Affiliates and allow such Affiliates to conduct its Air Transportation Business at the Airport; to use, in common with others so authorized, the Joint Use Premises and Public Space of the Airport (including the Airfield), in addition to a Signatory Airline's Airline Premises, if any; and to perform all operations and functions as are connected, incidental or necessary to such Air Carrier's Air Transportation Business at the Airport.

ARTICLE 7
OBLIGATIONS OF AIR CARRIERS

- 7.1 Air Carrier Requirements. As a condition of being permitted to operate its Air Transportation Business at the Airport, each Air Carrier shall comply with the following:
- A. Each Air Carrier shall obtain and hold all certificates, permits, licenses, insurance, or other entitlements required by Applicable Laws in order to enable it to conduct its operations and engage in the Air Transportation Business at the Airport, and said certificates, permits, licenses, or other entitlements shall be kept current, valid, and complete throughout the duration of an Air Carrier's operations at the Airport.
 - B. Except as otherwise provided herein or in the Rules and Regulations, an Air Carrier may obtain supplies or services from suppliers, vendors, or contractors of its own choice for its operations at the Airport; provided that the Authority may license and regulate all persons or companies doing business at the Airport and impose charges for the privilege of conducting any such business and prohibit persons from engaging in aeronautical activities, the provision of ground transportation services, or any commercial activities at the Airport, except in accordance with agreements, concession contracts, permits, or operating agreements entered into between the Authority and such persons.
 - C. Each Air Carrier shall comply with Applicable Laws relating to Airport security and shall prevent or deter unauthorized persons from obtaining access to the AOA or any other secure area of the Airport. Each Air Carrier shall also take such security precautions as the Authority may, from time to time, reasonably require pursuant to the Rules and Regulations. An Air Carrier shall reimburse the Authority for all fines or charges imposed by any applicable Governmental Authority against the Authority because of such Air Carrier's violation of any Applicable Laws or this Resolution.
 - D. Each Air Carrier acknowledges that the Terminal Complex is to be used by the traveling public. Air Carriers shall make available space to its passengers and to the traveling public on a nondiscriminatory basis, including ensuring accessible paths of travel for disabled persons, and shall make reasonable efforts to coordinate its activities and operations with abutting tenants and the Authority, so as to maximize efficient use of available space.

- E. Air Carriers may not injure, deface, or otherwise harm the Airport or any part thereof in any manner that will constitute waste, and shall not cause or permit any unlawful conduct, unreasonable annoyance, or nuisance to exist at the Airport, nor permit any activity or omission which constitutes or results in unlawful conduct, unreasonable annoyance, or nuisance, nor permit the emission of any objectionable noise, vibration, or odor, nor overload the floor of the Terminal Complex, nor permit any use of the Terminal Complex which will invalidate or increase the premiums on any of the Authority's insurance; provided that the conduct of an Air Carrier's Air Transportation Business in accordance with Applicable Laws shall not be deemed a nuisance or an unreasonable annoyance.
- F. Each Air Carrier shall use all paved areas on the Airport as constructed and in accordance with the permitted use of such paved areas, and Air Carriers will prohibit their Airline Parties from placing excessive loads on paved areas on the Airport. An Air Carrier will be responsible for the repair of any paved area damaged by non-conforming usage or excessive loading by such Air Carrier or its Airline Parties.
- G. Each Air Carrier shall participate in any lawful Airport-wide programs or initiatives of general applicability as the Authority may require upon notice to such Air Carrier, provided such program or initiative shall not result in any material cost or expense or result in any undue burden to such Air Carrier.
- H. Each Air Carrier shall have a fully qualified and experienced manager assigned to the Airport who will be available at all times (Station Manager). Each Air Carrier will assign a qualified subordinate to be in charge and to act on behalf of the Station Manager in the Station Manager's absence (Acting Station Manager). An Air Carrier operating at the Airport less than daily may designate a Station Manager and/or Assistant Station Manager that is located other than at the Airport. Each Air Carrier will provide Authority with, and update in a timely manner, the contact information for the Station Manager and Acting Station Manager.
- I. Each Air Carrier will, to the extent reasonably practicable, control the conduct, demeanor and appearance of all of its Airline Parties, and of those doing business with such Air Carrier and, upon objection from Authority concerning the conduct, demeanor, or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

7.2 Security Badging.

Any Air Carrier employee, or any employee of its contractors or agents, that requires unescorted access to the SIDA must be badged with an ID Media by Authority's ID Badging Department and will be subject to a CHRC and STA. A new or renewed ID Media will not be issued to an individual until the results of the CHRC and STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed ID Media application will be rejected. The costs of the CHRC and STA as established by the Authority from time to time must be paid by Air Carrier. Authority may collect all costs related to badging at the time badging service is provided. All badged employees of an Air Carrier and its contractors or agents must comply with the Authority's regulations regarding the use and display of ID Media. The Authority may require renewal of the ID Media of an Air Carrier's employees, contractors and/or agents at any time. If an Air Carrier's employee, contractor and/or agent fails to comply with renewal requirements, as directed by the Authority, the Authority may suspend the ID Media privileges of that Air Carrier employee, contractor and/or agent.

In order to be permitted to work on Airport property, an employee must have a valid and active ID Media allowing access to that employee's work area. Employees who have their ID Media privileges revoked or suspended may not be escorted on Airport property.

Each Air Carrier will be assessed a fine in an amount established by the Authority from time to time for each ID Media that is lost, stolen, unaccounted for or not returned to the Authority at the time of ID Media expiration, employee termination, termination of its Space Rental Agreement, or upon written request by Authority. This fine will be paid by such Air Carrier within fifteen (15) days from the date of invoice. The Authority may collect this fine at the time it is assessed.

If any Air Carrier employee is terminated or leaves an Air Carrier's employment, the Air Carrier must notify the Authority immediately, and the ID Media must be returned to Authority promptly.

7.3 Airline Property.

The personal property placed or installed by an Air Carrier at the Airport including, but not limited to, trade fixtures and trade equipment, shall remain the property of such Air Carrier and must be removed on or before the termination of such Air Carrier's occupancy of some or all of the Airport at such Air Carrier's sole risk and expense. No Air Carrier may abandon

any of its property at the Airport without the written consent of the CEO. Any damage to the Airport or any portion thereof resulting from such removal shall be paid for by the Air Carrier owning such property. In the event of termination of an Air Carrier's operations at the Airport, such Air Carrier shall have thirty (30) days after such termination during which to remove such property. However, the Authority shall have the right to assert such lien or liens against said property (except for an Air Carrier's aircraft) as the Authority may by Applicable Laws be permitted. So long as any such property remains on the Airport, an Air Carrier's obligation to pay Airline Fees and Charges shall continue.

If an Air Carrier's property is not removed as herein provided, the Authority may, at its option, after written notice to such Air Carrier and at such Air Carrier's sole risk and expense, remove such property to a public warehouse for storage, or retain the same in the Authority's possession, or dispose of the same, in accordance with Applicable Law. The Authority shall not be liable for any damage to or destruction of the property so removed, or any proceeds received from the sale thereof, and the Air Carrier shall reimburse the Authority, promptly on demand, for the net cost of such removal (including any required repair of the Authority's facilities), storage and disposal, all as reasonably determined by the Authority.

7.4 Americans with Disabilities Act and Air Carrier Access Act.

- A. Each Air Carrier operating at the Airport shall be solely and fully responsible for ensuring that such Air Carrier's operations, wherever they may occur at the Airport, and any improvements made to the Airport by such Air Carrier, shall at all times comply with the Americans with Disabilities Act, 42 U.S.C. §§12101, *et seq.*, as amended from time to time ("**ADA**"), and the Air Carrier Access Act, 49 U.S.C. §41705, as amended from time to time ("**Access Act**"), including the regulations promulgated under the ADA and the Access Act. If an Air Carrier is found to be in violation of or in non-compliance with the ADA or the Access Act by a Governmental Authority with jurisdiction, such Air Carrier shall develop a work plan to correct any violations or non-compliance with the ADA or the Access Act. Such Air Carrier shall deliver to the Authority, upon Authority's request, a copy of each such report and work plan. The Authority's approval of or acceptance of any aspect of an Air Carrier's corrective work plan shall not be deemed or construed in any way as a representation that such item, activity, or practice complies with the ADA or the Access Act. As a condition of the privilege of operating at the Airport, each Air Carrier operating at the Airport shall indemnify, defend, and hold the Authority harmless from any and all costs incurred by Authority with respect to

such Air Carrier's failure to comply with the ADA or the Access Act for such Air Carrier's operations or any improvements made by such Air Carrier at the Airport.

- B. As a condition of the privilege of operating at the Airport, each Air Carrier shall comply in its operations at the Airport, at its own expense, with all Applicable Laws concerning the general area of civil rights, minorities, and accessibility, and the topics dealt with in subparagraph (a) above prescribed or promulgated by any Governmental Authority, whether foreseen or unforeseen or ordinary or extraordinary.

7.5 Policy of Open Access.

The Authority intends to maintain a policy of providing open access to the Airport for Air Carriers and other aeronautical users of the Airport and achieving balanced utilization of Airport facilities. In furtherance of that policy and its stated goals, (a) the Authority shall have control and possession of the Per Use Gates, which may be varied at the discretion of the Authority in accordance with such Signatory Airline's Space Rental Agreement, (b) the Authority reserves the right to require sharing and temporary use of a Signatory Airline's Preferential Use Gates and Related Terminal Area, and (c) the Authority reserves the right to recapture for use on a per Turn basis underutilized Gates and Related Terminal Area in accordance with such Signatory Airline's Space Rental Agreement.

ARTICLE 8

REPORTS AND AUDITS

8.1 Reports.

For the privilege of operating its Air Transportation Business at the Airport, each Air Carrier operating at the Airport must provide the following reports:

- A. Contents of Reports. Not later than the tenth (10th) day of each month of each Fiscal Year, each Air Carrier shall complete and file with the Authority, via the Authority's electronic portal or as otherwise directed by the Authority, the following information and data for the previous month:

1. Air Carrier's Revenue Aircraft Arrivals and Maximum Gross Landed Weight of Revenue Aircraft Arrivals;

2. Air Carrier's Enplaned Passengers, Deplaned Passengers and through passengers, with separate accounting for domestic and international and nonrevenue passengers;
3. Revenue Aircraft Arrivals, Enplaned Passengers, Deplaned Passengers, and through passengers, with separate accounting for domestic and international and nonrevenue passengers, and Maximum Gross Landed Weight of aircraft ground handled by Air Carrier and of its Affiliates;
4. The amount of enplaned and deplaned freight, mail and other cargo of or ground handled by Air Carrier;
5. Such information regarding the collection of PFCs as may be required in the FAA's final agency decision;
6. The number of Air Carrier's aircraft utilizing Authority's Per Use Gates on a daily Turn basis and the number of daily uses of Authority's Per Use Ticket Counters;
7. The number of Air Carrier's aircraft parked at designated aircraft parking locations and the number of 2 or more hour periods in each 24 hour period that aircraft were parked at aircraft parking locations;
8. The number of Air Carrier's arriving international passengers using the FIS Facilities; and
9. Such other information as may reasonably be required to be provided by Air Carriers operating at the Airport upon no less than ninety (90) days advance written notice from the Authority to the Air Carriers operating at the Airport.

The Authority may, but shall not be required to, rely on the reports submitted by the Air Carriers operating at the Airport in determining Airline Fees and Charges due hereunder. Acceptance of monthly reports and payments by the Authority does not constitute agreement by the Authority with the activities reported or amounts paid. The Authority may also rely on alternative sources of information, such as FAA statistics and electronic data collection systems, or shall be entitled to approximate such activity information using any sources or methods deemed reasonable by the Authority (e.g., using aircraft seats as a method to estimate passenger information), to determine Airline Fees and Charges due hereunder.

Use of such alternative sources and methods by the Authority shall not relieve any Air Carrier of its reporting obligations. To the extent there is a discrepancy between the information provided by an Air Carrier and information gathered from other sources, the Authority's determination as to the most reliable and accurate information shall be determinative; provided, however, that the Authority shall use reasonable efforts to reconcile any discrepancy. Each Air Carrier shall have full responsibility for the accuracy of its reports. Payment deficiencies due to incomplete or inaccurate activity reports may be subject to interest charges as set forth in this Resolution.

B. Passenger Facility Charge (PFC) Reports.

1. Quarterly Reports. In accordance with 14 CFR §158.65, each Air Carrier will submit quarterly PFC reports to the Authority, providing an accounting of funds collected and funds remitted. Said reports will state the total PFC Revenue collected, the total amount of PFC Revenue refunded to passengers, and the amount of collected revenue withheld by the Air Carrier for reimbursement of expenses in accordance with 14 CFR §158.53. The report must include the dates and amounts of each remittance for the quarter. The report must be submitted on or before the last day of the calendar month following the calendar quarter for which funds were collected.
2. Annual Reports. In accordance with 14 CFR §158.69(b)(3), if an Air Carrier collects PFCs from more than 50,000 passengers annually, it will submit a copy of its PFC account annual audit to Authority no later than six (6) calendar months after the close of the audited period.

8.2 Audits, Inspections, or Attestation Engagements.

- A. Notwithstanding the requirement for each Air Carrier to submit periodic reports, as a condition of operating at the Airport, each Air Carrier must allow the Authority or its representative, at any time during normal business hours, to initiate and perform audits, inspections, or attestation engagements of an Air Carrier's records to substantiate Airline Fees and Charges owed to the Authority hereunder or compliance by an Air Carrier with its other obligations and requirements hereunder. Each Air Carrier shall provide free and unrestricted access to such of its books and records, including records of parent, affiliate, and/or subsidiary companies and any subconsultants or subcontractors directly pertinent to its operations at the Airport and that the Authority determines are necessary to substantiate Airline Fees and

Charges owed to the Authority hereunder or compliance by an Air Carrier with its other obligations and requirements hereunder. If such records are kept at locations other than the Airport, such Air Carrier will arrange for said records to be brought to a location convenient to Authority's auditors to conduct the engagement as set forth in this Section, or the Authority's audit team may travel to the Air Carrier's location of records for the purpose of undertaking said engagement and such Air Carrier must pay all reasonable costs of transportation, food, and lodging for the Authority's audit team. In the event an Air Carrier maintains the requested records in electronic format, upon request by the Authority's auditors, the Air Carrier will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. The Authority has the right during the engagement to interview each Air Carrier's employees, subconsultants, and subcontractors and to make photocopies of records as needed. Absent a confidentiality agreement between the Authority and the Air Carrier, nothing contained herein shall impose an obligation upon an Air Carrier to disclose or present for inspection or audit hereunder books, records or other information that may be subject to confidential treatment as a trade secret, as defined under Applicable Laws, of an Air Carrier.

- B. Each Air Carrier will deliver or provide access to such records requested by Authority's auditors within fourteen (14) calendar days of the request at the initiation of the engagement and deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Authority will incur additional costs if records requested by the Authority's auditors are not provided in a timely manner and the amount of those costs is difficult to determine with certainty. Consequently, an Air Carrier may be charged liquidated damages of \$100.00, in addition to all other financial requirements, for each item in a records request, per calendar day, for each instance where an Air Carrier submits requested records to perform the engagement after the foregoing deadline. Accrual of the fee will continue each day until such records are delivered.
- C. If, as a result of any engagement, it is determined that an Air Carrier owes additional Airline Fees and Charges to the Authority, such Air Carrier must pay such amounts, and the Authority may assess interest as provided in Section 10.11 on the amount due from the date the amount was initially due until it is paid in full. If it is determined that an Air Carrier has underpaid Airline Fees and Charges by three percent (3%) or more for the period under review, such Air Carrier must also pay for the entire cost of the audit engagement. If as a result of any engagement,

it is established that an Air Carrier has over-reported Airline Fees and Charges or has paid Airline Fees and Charges greater than the sum due, the Authority shall refund to such Air Carrier any such overpayment.

- D. Each Air Carrier operating at the Airport must comply with Section 20.055(5), Florida Statutes, cooperate with any investigation by the State Office of Inspector General, and must incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 9

CALCULATION OF AND CHANGES TO AIRLINE FEES AND CHARGES

9.1 Calculation of Airline Fees and Charges. Airline Fees and Charges for any period shall be calculated as set forth below. All Airline Fees and Charges charged to a Non-Signatory Airline shall include the Non-Signatory Premium in addition to such Airline Fees and Charges.

A. Landing Fee Calculation. The Landing Fee shall be calculated on a residual basis as set forth in this Section 9.1(A). The Landing Fee per thousand pounds of landed weight for Signatory Airlines for any period shall be equal to the following:

1. All Costs allocable to the Airfield Cost and Revenue Center for such period, plus
2. That portion of Costs allocable to the Administrative Cost Center for such period allocable to the Airfield Cost and Revenue Center, plus
3. That portion of Costs allocable to the Roads and Grounds Cost Center for such period allocable to the Airfield Cost and Revenue Center, minus
4. Any Revenues received from any Person other than a Signatory Airline allocable to the Airfield Cost and Revenue Center and all fuel flowage fees for such period,
5. Divided by the estimated (or actual, when reconciling Airline Fees and Charges at the end of a period) total amount of Maximum Gross Landed Weight of all Air Carriers' aircraft at the Airport for such period.

B. Terminal Rental Rate. The Terminal Rental Rate per Rentable Square Foot for the Terminal Building for any period shall be equal to the following:

1. All Costs allocable to the Terminal Building Cost and Revenue Center for such period, plus
2. That portion of Costs allocable to the Administrative Cost Center for such period allocable to the Terminal Building Cost and Revenue Center, plus
3. That portion of Costs allocable to the Roads and Grounds Cost Center for such period allocable to the Terminal Building Cost and Revenue Center,
4. Divided by the number of Rentable Square Feet of space in the Terminal Building.

C. Airside Buildings Rental Rate. The Airside Buildings Rental Rate per Rentable Square Foot for the Airside Buildings for any period shall be equal to:

1. All Costs allocable to the Airside Buildings Cost and Revenue Center for such period, plus
2. That portion of Costs allocable to the Administrative Cost Center for such period allocable to the Airside Buildings Cost and Revenue Center, plus
3. That portion of Costs allocable to the Roads and Grounds Cost Center for such period allocable to the Airside Buildings Cost and Revenue Center,
4. Divided by the number of Rentable Square Feet of space in the Airside Buildings.

D. Passenger Transfer System Fee. The Passenger Transfer System Fee per Enplaned Passenger for Signatory Airlines for any period shall be equal to:

1. All Costs allocable to the Passenger Transfer System Cost and Revenue Center for such period, plus
2. That portion of Costs allocable to the Administrative Cost Center for such period allocable to the Passenger Transfer System Cost and Revenue Center, minus
3. The amount of Passenger Transfer System Fees paid by Non-Signatory Airlines for such period,

4. Divided by the number of Enplaned Passengers for all Air Carriers for such period,
 5. Multiplied by 97.2 percent, representing the percentage of Passenger Transfer System passengers consisting of Enplaned Passengers and Deplaned Passengers and Airline Parties (the "***Air Carrier Share***").
- E. Baggage Handling System Fee. The Baggage Handling System Fee per Enplaned Passenger for Signatory Airlines for any period shall be equal to:
1. All Costs allocable to the Baggage Handling System Cost and Revenue Center for such period, minus
 2. The amount of Baggage Handling System Fees paid by Non-Signatory Airlines for such period,
 3. Divided by the number of Enplaned Passengers for all Air Carriers for such period.
- F. Joint Use Charges. The Joint Use Charges for any period shall be equal to the following:
1. *For Joint Use Premises in the Terminal Building:* The Terminal Rental Rate for such period multiplied by the number of Rentable Square Feet of the Joint Use Premises located within the Terminal Building.
 2. *For Joint Use Premises in the Airside Buildings:* The Airside Buildings Rental Rate for such period multiplied by the number of Rentable Square Feet of the Joint Use Premises located within the Airside Buildings.
- G. Per Use Ticket Counter Fee. The Per Use Ticket Counter Fee for any period shall be equal to the following:
1. The number of Rentable Square Feet of space for Ticket Counters located within the Terminal Building not subject to a Space Rental Agreement, multiplied by the Terminal Rental Rate,
 2. Divided by the number of Ticket Counter positions not subject to a Space Rental Agreement,

3. Divided by the number of daily departures per Ticket Counter per day, as reasonably determined by the Authority, for such period,
 4. Multiplied by the Non-Signatory Premium.
- H. Per Use Gate Fee. The Per Use Gate Fee for any period shall be equal to the following:
1. The Standard Holdroom Square Footage, multiplied by the Airside Buildings Rental Rate,
 2. Divided by the number of Turns for each Per Use Gate per day, as reasonably determined by the Authority, for such period,
 3. Multiplied by the Non-Signatory Premium.
- I. Aircraft Parking Fee. The Aircraft Parking Fee for any period shall be equal to the amount determined by the Authority.
- J. Airline Terminal Support Fee. The Airline Terminal Support Fee per Enplaned Passenger for any Signatory Airline for any period shall be equal to the following:
1. All Costs allocable to the Airline Terminal Support Cost and Revenue Center for such period, minus
 2. The amount of Airline Terminal Support Fees paid by Non-Signatory Airlines for such period,
 3. Divided by the number of Enplaned Passengers for all Air Carriers for such period.
- K. For purposes of assigning and allocating Costs, the Authority shall utilize generally accepted accounting practices as applicable to airports operating as an enterprise fund and include only those charges properly attributable to the Airport System.
- L. Should the Authority transfer land from the Land Bank Cost Center to another Cost and Revenue Center, it shall do so at the historical cost of such land plus the cost of any improvements thereto.

9.2 Annual Rate Changes.

- A. No later than forty-five (45) days prior to the end of each Fiscal Year, the Authority will notify the Air Carriers operating at the Airport of the proposed schedule of rates for Airline Fees and Charges for the ensuing Fiscal Year, including the Authority's proposed operating and capital budgets. Said rates shall be determined and presented to the Air Carriers substantially in conformance with the methods and format set forth in Section 9.1. In addition, the Authority shall notify the Air Carriers in writing of its intent to undertake any Capital Projects during such ensuing Fiscal Year.
- B. The Air Carriers, through the AAAC, shall have the right to review and comment upon the proposed operating and capital budgets. No later than thirty (30) days after the forwarding of the proposed schedule of rates for Airline Fees and Charges, the Authority will meet with the AAAC at a mutually convenient time for the purpose of discussing such Airline Fees and Charges. In advance of said meeting, the Authority shall make available to the AAAC any reasonably requested additional information relating to the determination of the proposed rates. Authority agrees to fully consider the comments and recommendations of the Air Carriers prior to finalizing its schedule of Airline Fees and Charges for the ensuing Fiscal Year.
- C. Following said meeting, and following Authority Board approval, and prior to the end of the then current Fiscal Year, Authority shall notify all of the Air Carriers operating at the Airport of the Airline Fees and Charges to be established for the ensuing Fiscal Year.
- D. If calculation of the new Airline Fees and Charges is not completed by the Authority and the notice provided in Paragraph 9.2(C) is not given on or prior to the end of the then current Fiscal Year, the Airline Fees and Charges then in effect shall continue to be paid by the Air Carriers operating at the Airport until such calculations are concluded and such notice is given. Upon the completion of such calculations and the giving of such notice, the Authority shall determine the difference(s), if any, between the actual Airline Fees and Charges paid by each Air Carrier for the then current Fiscal Year and the Airline Fees and Charges that would have been paid by such Air Carrier if said Airline Fees and Charges had been in effect beginning on the first day of the Fiscal Year. Said difference(s), if any, shall be applied to the particular Airline Fees and Charges for which a

difference(s) in rates resulted in an overpayment or underpayment, and shall be remitted by the Air Carrier or credited or refunded by Authority in the month immediately following the calculation of the new Fiscal Year rates and the giving of written notice thereof to the Air Carriers by the Authority.

9.3 Other Rate Changes.

Rates for Airline Fees and Charges may be changed at any other time that unaudited monthly Authority financial data indicates that total Airline Fees and Charges payable pursuant to the then current rate schedules are reasonably estimated and anticipated by the Authority to increase or decrease by more than five percent (5%) from the total Airline Fees and Charges that would be payable based upon the use of the monthly financial data then available for said Fiscal Year. Rates for Airline Fees and Charges may also be changed whenever required by the terms and provisions of the Trust Agreement or Other Financing Documents.

9.4 Settlement and Revenue Sharing.

A. The Authority shall use commercially reasonable efforts to recalculate Airline Fees and Charges for the preceding Fiscal Year within one hundred twenty (120) days following the close of each Fiscal Year, or as soon as final Authority financial data for said Fiscal Year is available, using audited financial data and the methodology set forth in Section 9.1. The AAAC shall have reasonable access to the records of the Authority and shall have the right to audit the financial data used in connection with such recalculation. Upon the determination of any difference(s) between the actual Airline Fees and Charges paid by a Signatory Airline during the preceding Fiscal Year and the Airline Fees and Charges that would have been paid by such Signatory Airline using said recalculated rates, Authority shall, in the event of overpayment, promptly refund or credit to such Signatory Airline the amount of such overpayment within thirty (30) days, and in the event of underpayment, invoice such Signatory Airline for the amount of such underpayment, which invoiced amount shall be due within thirty (30) days of the invoice mailing date.

B. After payment of all Costs of the Airport System and Authority-funded Capital Projects for each Fiscal Year, including a minimum contribution to unrestricted reserves of no less than Ten Million Dollars (\$10,000,000) per Fiscal Year, ten percent (10%) of the pro rata share of Revenues consisting of any remaining Revenues for such Fiscal Year derived from parking and concessions (including food and beverage, hotel, general merchandise, car rentals and ground transportation) shall be divided among the Signatory Airlines based upon each

such Signatory Airline's Enplaned Passengers as a percentage of the total Enplaned Passengers of all Signatory Airlines for that Fiscal Year. For the avoidance of doubt, calculation of Revenue sharing is summarized in the table below:

Total Revenues	[A]
Less:	
O&M Expenditures	[B]
O&M Reserve Requirement	[C]
Authority Funded Capital	[D]
Debt Service	[E]
Contribution to Reserves	[F]
Net Remaining Revenues before Revenue Sharing	[A] minus (B+C+D+E+F) = [G]
Parking and Concessions Revenues [H] as % of Total Revenues [A]	$[H] / [A] = [Y]\%$
Parking and Concessions Revenue Sharing Pool	$[G] \times [Y]\% = [I]$
Airline Revenue Share of remaining Parking and Concessions Revenues	$[I] \times 10\% = [J]$
Airline Revenue Share	[J]

ARTICLE 10
PAYMENTS

Each Air Carrier shall pay Authority the Airline Fees and Charges set forth in this Article 10 for use of the Airport during the period such Air Carrier operates at the Airport; provided, however, that itinerant and non-scheduled charter Air Carriers may instead pay such fees to a Ground Handler. For the right and privilege

of operating its Air Transportation Business at the Airport, each Air Carrier operating at the Airport shall pay to Authority, in lawful money of the United States of America, the following:

10.1 Landing Fees.

Each Air Carrier must pay monthly to the Authority Landing Fees for Chargeable Landings for the preceding month. An Air Carrier's Landing Fees shall be determined as the product of the Landing Fee rate for the period, calculated in accordance with Section 9.1(A), and such Air Carrier's total landed weight for the month. An Air Carrier's landed weight for the month shall be determined as the sum of the products obtained by multiplying the Maximum Gross Landed Weight of each type of such Air Carrier's aircraft by the number of Chargeable Landings of each such aircraft during such month.

10.2 Per Use Facility and FIS Fees.

Each Air Carrier must pay a Per Use Ticket Counter Fee for each use of a Per Use Ticket Counter and a Per Use Gate Fee for each use of a Per Use Gate in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the Air Carriers operating at the Airport as set forth in accordance with Section 9.1(G) and (H). Each Air Carrier operating international flights subject to FIS screening shall pay the FIS Fee established by the Authority for each eligible international passenger.

10.3 Joint Use Charges and Per Passenger Fees.

- A. Each Air Carrier must pay its allocable share of the Joint Use Charges determined pursuant to the Joint Use Formula for the use of the Joint Use Premises in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(F).
- B. Each Air Carrier must pay its allocable share of the Passenger Transfer System Fees determined pursuant to the Joint Use Formula for the use of the Passenger Transfer System in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(D).
- C. Each Air Carrier must pay its allocable share of the Baggage Handling System Fees determined pursuant to the Joint Use Formula for the use of the Baggage

Handling System in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(E).

- D. Each Air Carrier must pay its allocable share of the Airline Terminal Support Fees determined pursuant to the Joint Use Formula for the use of the systems included in the Airline Terminal Support Cost and Revenue Center in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(J).

10.4 Aircraft Parking Fees.

Each Air Carrier must pay Aircraft Parking Fees for parking aircraft on the Terminal Aircraft Apron in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(I).

10.5 Airline Premises Rent.

Each Signatory Airline that has entered into a Space Rental Agreement with respect to Office and Club Premises or Preferential Use Premises within the Terminal Complex must pay monthly rent per Rentable Square Foot of its Airline Premises ("**Airline Premises Rent**") within the Terminal Building and the Airside Buildings in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1 and the Space Rental Agreement.

10.6 Passenger Facility Charges.

- A. Authority reserves the right to assess and collect PFCs subject to the terms and conditions set forth in 49 U.S.C. § 40117 (the "**PFC Act**") and the rules and regulations thereunder, 14 C.F.R. Part 158 (the "**PFC Regulations**"), as they may be supplemented or amended from time to time. Each Air Carrier operating at the Airport must collect FAA-approved PFCs imposed by Authority from all eligible passengers it enplanes at the Airport. On or before the last day of each month, each such Air Carrier must remit to the Authority all PFC revenue collected for the previous month, less any compensation provided for under 14 CFR §158.53(a), together with all reports required under §158.65.

- B. If an Air Carrier transports passengers from the Airport on such Air Carrier's aircraft chartered by a charter airline or tour operator issuing passenger tickets other than those of such Air Carrier, the Air Carrier will provide Authority with a schedule detailing the date and time of the flight and the number of Enplaned Passengers. Such Air Carrier shall pay the required PFC amount due Authority in a timely manner and may seek reimbursement from the charter airline or tour operator with no liability to Authority.
- C. Each Air Carrier shall hold the net principal amount of all PFCs that are collected by such Air Carrier or its agents on behalf of the Authority pursuant to the PFC Act and the PFC Regulations in trust for the Authority. For purposes of this Section, net principal amount shall mean the total principal amount of all PFCs that are collected by an Air Carrier or its agents on behalf of the Authority, reduced by all amounts that such Air Carrier is permitted to retain pursuant to § 158.53(a) of the PFC Regulations (such net principal amount known as "**PFC Revenue**"). By operating at the Airport, each Air Carrier acknowledges that all PFC Revenue collected for the Authority neither belongs to nor is owned by such Air Carrier except to the extent set forth in applicable Federal law and, unless the status of PFC Revenue in the possession of an Air Carrier is characterized in a separate manner under FAA regulations (in which case such characterization shall prevail), that such PFC Revenue is held in trust by such Air Carrier for the exclusive use and benefit of the Authority. No Air Carrier may make any claim in any document or proceeding that, for PFC Revenue collected by such Air Carrier on behalf of the Authority, the Air Carrier has any legal or equitable interest in such PFC Revenue, except to the extent such Air Carrier is specifically granted such interest by Federal statute or regulation, including the right of reimbursement from such PFC funds for the Air Carrier's costs of collection.
- D. Any late payment by an Air Carrier of PFCs may be subject to late fees computed at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate permitted by Applicable Law, from the due date until paid, to the extent allowed by Applicable Law.
- E. The Authority has given to the United States of America, acting by and through the FAA, certain assurances under the PFC Act and the PFC Regulations, including Appendix A thereto (the "**PFC Assurances**"), and this Resolution shall be subordinate and subject to all PFC Assurances. In the event the FAA requires any modification of this Resolution as a condition precedent to the Authority's collection

of PFCs or as a means to effect Authority's compliance with the PFC Act, the PFC Regulations, or the PFC Assurances, this Resolution may be modified as may reasonably be required for the Authority to collect PFCs or to comply with the PFC Act, PFC Regulations, and/or PFC Assurances.

10.7 Extraordinary Service Charges.

Each Air Carrier shall pay Extraordinary Service Charges, if applicable, as evidenced by Extraordinary Service Charge authorizations executed by such Air Carrier for such extraordinary additional equipment and services provided by Authority for its use (e.g., Club room finishes, or any other systems or equipment that are unique or special to such Air Carrier's operation) or work or services performed or provided by the Authority pursuant to this Resolution, plus an Administrative Charge. An Air Carrier's charges for Authority purchased Terminal Complex equipment shall be as set forth in a separate agreement with Authority.

10.8 Other Fees and Charges.

The Authority expressly reserves the right to assess and collect the following:

- A. Reasonable and non-discriminatory fees for handling services provided by an Air Carrier for Air Carriers that are not an Affiliate of the handling Air Carrier, if such services or concessions would otherwise be available from a concessionaire or licensee of Authority.
- B. Reasonable and non-discriminatory fees and charges for services, concessions or facilities not enumerated in this Resolution but provided by the Authority or its contractors and utilized by an Air Carrier including, but not limited to, special maintenance of equipment, vehicle storage areas, and remote ramp aircraft parking fees, plus Administrative Charges on the foregoing.
- C. Pro rata shares of any charges for the provision of any services or facilities which the Authority is required or mandated to provide by any Governmental Authority (other than the Authority acting within its proprietary capacity) having jurisdiction over the Airport.
- D. Each Air Carrier operating at the Airport must pay all costs of operating its business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed

against Air Carrier's use and occupancy of the Airport, and any improvements thereto or leasehold estate created therein, or assessed on any payments made by Air Carrier hereunder, whether levied against such Air Carrier or the Authority. Each Air Carrier operating at the Airport must pay any applicable taxes, fees, or assessments against any such leasehold estate held by such Air Carrier. Each Air Carrier must pay the taxes, fees, or assessments as reflected in a notice such Air Carrier receives from the Authority or any taxing authority within thirty (30) days after such Air Carrier's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority; provided, however, in case of any taxes, fees and assessments that are due to a party other than the Authority, but for which the Authority receives the notice, the Authority shall provide such notice to the affected Air Carrier or Air Carriers within a reasonable period of the Authority's receipt thereof. Upon request of an Air Carrier, the Authority will attempt to cause a taxing authority to send the applicable tax bills directly to such Air Carrier, and such Air Carrier shall remit payment directly to the taxing authority. If an Air Carrier disputes any tax, fee, or assessment, the Air Carrier must do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

- E. Each Air Carrier operating at the Airport shall pay to the Authority from time to time reasonable and non-discriminatory permit fees as established by the Authority for right to exercise certain privileges not otherwise provided for herein, as determined by the Authority from time to time.

10.9 Employee Parking Fees.

Employee parking permits are required for employees of Air Carriers to park within the employee parking lots and may also be required by the Authority for parking vehicles within an Air Carrier's leased or common use operational areas. The Authority reserves the right to charge an Air Carrier or its employees a reasonable fee for Airport parking. If Air Carrier is invoiced by Authority for such parking fees, payment is due to Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.

10.10 Payment of Airline Fees and Charges.

- A. Payment of Landing Fees, Per Use Gate Fees, Per Use Ticket Counter Fees, FIS Fees, Joint Use Charges, Baggage Handling System Fees, Passenger Transfer System Fees, Airline Terminal Support Fees, and Aircraft Parking Fees, shall be

due and shall be deemed delinquent if not received within fifteen (15) days after the date of the invoice from the Authority therefor.

- B. Payment of Airline Premises Rent under Section 10.5 shall be due and payable on the first day of each month, in advance, without invoice, and shall be delinquent if not received by the tenth (10th) day of each month.
- C. Payment of fees payable on account of any concession type activity shall be due without demand or invoice on the fifteenth (15th) day following the month revenue is earned by an Air Carrier and shall be deemed delinquent if payment is not received within thirty (30) days after the due date.
- D. Payment for all other Airline Fees and Charges due the Authority shall be due fifteen (15) days from the Authority's issuance of an invoice therefor and shall be deemed delinquent if payment is not received within ten (10) days after the due date for such amounts.

10.11 Interest on Delinquent Payments.

- A. In addition to any other right or action available to the Authority, in the event an Air Carrier is delinquent in paying to the Authority any Airline Fees and Charges, Authority may charge such Air Carrier interest thereon at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Law, from the date such payment was due and payable until paid.

10.12 Place of Payments.

Each Air Carrier will submit all payments required by this Resolution as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to
Receivables@TampaAirport.com

or

(MAIL DELIVERY)

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
P. O. Box 919730
Lock Box IS: REV X6306
Orlando, Florida 32891-9730

or

(HAND DELIVERY)

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building
2nd Level, Red Side
Tampa, Florida 33607

ARTICLE 11
SECURITY FOR PAYMENT

11.1 Payment Security Requirements.

- A. Unless an Air Carrier has maintained operations at the Airport during the eighteen (18) months prior to the Effective Date of this Resolution without the occurrence of any failure to pay within sixty (60) days or more of the due date under this Resolution or the Existing Agreement, an Air Carrier, other than an itinerant or nonscheduled charter Air Carrier, must provide the Authority on or before the Commencement Date with an acceptable bond, irrevocable letter of credit or other similar security acceptable to the Authority in an amount equal to the estimate of three months' Airline Fees and Charges (excluding PFCs) payable by such Air Carrier for its operations at the Airport, to guarantee the faithful performance by such Air Carrier of its obligations under this Resolution and the payment of all Airline Fees and Charges due hereunder ("**Payment Security**"). Each Air Carrier will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which such Air Carrier commits no default under this Resolution. Such Payment Security will be in a form and with a surety acceptable to Authority and licensed to do business in the State. In the event that any such Payment Security is for a period less than the full period required or if such Payment Security is canceled, the Air Carrier must provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least sixty (60) days prior to any cancellation.
- B. In the event Authority is required to draw down or collect against an Air Carrier's Payment Security for any reason, the Air Carrier must, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing

Payment Security to an amount equal to three months' estimated Airline Fees and Charges (excluding PFCs) or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated Airline Fees and Charges (excluding PFCs) payable by such Air Carrier.

- C. In addition to the foregoing, upon the occurrence of any act or omission by an Air Carrier that would constitute a default under this Resolution, or the Authority deems itself insecure based upon a change in an Air Carrier's financial standing, the Authority, by written notice to such Air Carrier, may impose or re-impose the requirements of this Section 11.1 upon such Air Carrier. In such event, the Air Carrier will provide Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which such Air Carrier commits no additional act or omission that would constitute a default under in this Resolution.
- D. Subject to the provisions in this Article 11, the Payment Security will be returned within ninety (90) days following an Air Carrier's cessation of service at the Airport, subject to the satisfactory performance by such Air Carrier of all terms, conditions, and requirements contained herein.

ARTICLE 12

INDEMNIFICATION

- A. For the privilege of conducting its Air Transportation Business at the Airport, to the maximum extent permitted by Florida law, in addition to each Air Carrier's obligation to provide, pay for and maintain insurance as required under Article 14 of this Resolution, each Air Carrier will indemnify and hold harmless the Authority and each Indemnified Party from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines, and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by the Air Carrier's or any of its Airline Party's:
1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

3. Any breach of the terms of this Resolution;
4. Compliance, non-compliance or purported compliance with this Resolution;
5. Violation of any Applicable Laws; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an Indemnified Party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents, employees and volunteers.

B. In addition to the foregoing duty to indemnify and hold harmless, each Air Carrier will have the separate and independent duty to defend the Authority and each other Indemnified Party from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines or attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the Air Carrier's or any Airline Party's:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Resolution;
4. Compliance, non-compliance or purported compliance with this Resolution;
5. Violation of any Applicable Laws; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

whether it is caused in part by Authority or another Indemnified Party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to an Air Carrier operating at the Airport by a party entitled to a

defense hereunder. This indemnity obligation expressly applies, and shall be construed to include any, and all claims caused in part by negligence, acts or omissions of Authority, its members, officers, agents, employees and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute. §725.06(2)-(3) or Florida Statute §725.08, then with respect to the part so limited, Air Carrier agrees to the following: To the maximum extent permitted by Florida law, Air Carrier will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Air Carrier or any Airline Party.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06 (1) or any other Applicable Laws, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) coverage amount of Commercial General Liability Insurance required to be carried by an Air Carrier under this Resolution or (ii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained by an Air Carrier under this Resolution.
- E. In addition to the requirements stated above, to the extent required by a FDOT Public Transportation Grant Agreement and to the fullest extent permitted by Applicable Laws, the Air Carrier shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Air Carrier and persons employed or utilized by the Air Carrier in the performance of this Resolution. This indemnification in this paragraph shall survive the termination of this Resolution. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- F. Each Air Carrier's obligations to defend and indemnify as described in this Article will survive until it is determined by final judgment that any suit, claim or other action against the Authority or any Indemnified Party for which it is entitled to

indemnification and defense hereunder is fully and finally barred by the applicable statute of limitations or repose.

- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority or any Indemnified Party may have under the doctrine of sovereign immunity under common law or statute.
- H. The Authority and the Indemnified Parties may, at their option, participate in the defense of any suit, without relieving any Air Carrier of any of its obligations under this Article.
- I. If the above paragraphs A – H or any part of paragraphs A – H are deemed to conflict in any way with any Applicable Laws, the paragraph or part of the paragraph will be considered modified by such law to remedy the conflict.

ARTICLE 13
NO INDIVIDUAL LIABILITY

No Board member, officer, agent, director, or employee of the Authority shall be charged personally or held contractually liable by or to any other person under the terms or provisions of this Resolution or because of any breach thereof.

ARTICLE 14
INSURANCE

14.1 Insurance Terms and Conditions.

For the privilege of conducting its Air Transportation Business at the Airport, each Air Carrier operating at the Airport must maintain the following limits and insurance coverages uninterrupted or amended through the period such Air Carrier operates its Air Transportation Business at the Airport, subject to the Authority's right to modify the insurance requirements as set forth in this Resolution. In the event an Air Carrier fails to comply with the following requirements, the Authority reserves the right to take whatever actions it deems necessary to protect its interests. Required liability policies other than Workers' Compensation / Employer's Liability will provide that the Authority and the Indemnified Parties are included as additional insureds.

14.2 Limits and Requirements.

- A. Workers' Compensation / Employer's Liability.

The minimum limits of Workers' Compensation / Employer's Liability insurance, inclusive of any amount provided by an umbrella or excess policy, are:

Part One:	“Statutory”
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. Aviation/Airline Liability Insurance.

Each Air Carrier at all times that it is operating at the Airport shall maintain Aviation/Airline Liability Insurance coverage that includes, but is not limited to, Premises and Operations, Personal and Advertising Injury, Contractual Liability, Products and Completed Operations, Hangarkeeper's and Liquor Liability. Coverage will be applicable to the operation of all unlicensed motor vehicles and ground equipment operating within the AOA at the Airport. Additional insured coverage will be on a form that provides coverage in a manner no more restrictive than ISO Form CG 20 10 10 01. The minimum limits of insurance, inclusive of any amounts provided by an umbrella or excess policy, covering an Air Carrier's operations at the Airport will be:

<u>Aviation/Airline Liability:</u>	<u>Resolution Specific:</u>
Bodily & Personal Injury & Property Damage Liability	\$100,000,000 Combined Single Limit Each Occurrence & Aggregate

Sublimits to be provided through the Aviation/Airline Liability or separate policy:

Personal Injury (non-passengers)	\$25,000,000 Each Occurrence
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Liquor Liability Coverage:

Liquor Liability Coverage will be maintained for any facility of Air Carrier serving alcoholic beverages on the Airport in an amount not less than \$1,000,000 per occurrence.

Hangarkeeper's Liability Coverage:

Hangarkeeper's Liability Coverage will be maintained in an amount adequate to cover any non-owned property in the care, custody, and control of an Air Carrier on the Airport, but in any event, in an amount not less than \$5,000,000 per occurrence.

Motor Vehicle Liability Insurance:

Each Air Carrier at all times that it is operating at the Airport will maintain Motor Vehicle Liability Insurance as to the ownership, maintenance, and use of owned, non-owned, or leased vehicles and ground service equipment operated at the Airport. The minimum limits of insurance, inclusive of any amounts provided by an umbrella or excess policy, will be:

Bodily & Personal Injury	\$5,000,000 Combined Single Limit &
Property Damage Liability	each Occurrence & Aggregate

Provided, however, that all vehicles operating upon the AOA will be required to be insured for \$10,000,000.

C. Aircraft Liability Insurance.

Each Air Carrier at all times that it is operating at the Airport will maintain Aircraft Liability Insurance by for all owned, non-owned, leased or hired aircraft, including passenger coverage. The minimum limits of insurance, inclusive of any amounts provided by an umbrella or excess policy, covering the work performed pursuant to this Resolution will be:

Bodily Injury, Personal Injury and Property Damage Liability Combined Single Limit, Each Occurrence & Aggregate	\$100,000,000
Personal Injury (non-passengers) Each Occurrence	\$25,000,000

D. Business Automobile Liability Insurance.

Each Air Carrier at all times that it is operating at the Airport will maintain Business Automobile Liability Insurance as to the ownership, maintenance, and use of all licensed or unlicensed, owned, non-owned, leased or hired vehicles and ground service equipment operated at the Airport. Coverage shall be no more restrictive than ISO form CA 00 01. The minimum limits of insurance, inclusive of any amounts provided by an umbrella or excess policy, covering the work performed pursuant to this Resolution will be:

Bodily & Personal Injury Property Damage Liability	\$5,000,000 Combined Single Limit & each Occurrence & Aggregate
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Provided, however, that all vehicles operating upon the AOA will be required to be insured for \$10,000,000.

E. Cyber Liability & Data Storage.

The Air Carrier shall purchase and maintain at all times that it is operating at the Airport, and for a period of three years thereafter, Cyber Liability Insurance, for services completed during operations at the Airport. Such insurance shall cover, at a minimum, the following:

1. **Network Security Liability** covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information;
2. **Privacy Liability** covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
3. **Digital Asset Protection**, including costs to reconstruct, restore or replace damaged software and data;
4. **Media Liability**, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;
5. **Cyber-Extortion Coverage**, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks. Coverage for the Air Carrier shall extend to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
6. **Data Breach Response Coverage**, including coverage for notifying affected parties, setting up call center services, provision of credit

monitoring services, identity theft protection services, computer forensic expenses, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and

7. No exclusion for **Cyber Terrorism** coverage.

The minimum limits of liability shall be:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Event Management Expenses	\$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Air Carrier must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the term of the Resolution.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention.

14.3 Waiver of Subrogation.

Air Carrier, for itself and on behalf of its insurers, as a condition to operating at the Airport, to the fullest extent permitted by Applicable Law without voiding the insurance required by the Resolution, shall waive all rights against Authority and any Indemnified Party for damages or loss to the extent covered and paid for by any insurance maintained by Air Carrier.

14.4 Conditions of Acceptance.

The insurance maintained by Air Carrier must conform at all times with the Authority’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, in effect as of the Effective Date and as amended from time to time.

14.5 Certificates of Insurance.

Prior to commencing operations at the Airport and annually thereafter, each Air Carrier must provide a certificate of insurance to the Authority evidencing the foregoing insurance coverages and minimum limits. Each certificate of insurance shall provide that such policies shall be primary to any other policies of insurance maintained by the Authority and shall provide that such policies cannot be canceled or changed in any manner that may adversely affect the Authority, except after the issuing company has mailed thirty (30) days' prior written notice to the CEO. Each Air Carrier must advise the Authority of any notice of cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action, provided that an Air Carrier shall provide notice within five (5) days for non-payment of premium. Any and all deductibles in the insurance policies described above shall be assumed by and be for the account of, and at the sole risk of, the Air Carrier. The workers' compensation insurance requirement of this Article may be satisfied by self-insurance evidenced by a certificate of self-insurance that complies with the requirements of the Applicable Laws of the State. Each Air Carrier shall deliver to the CEO, on or before the date of the renewal of any policy of insurance required hereunder, a renewal certificate that shall conform to the requirements set forth in this Section for the original certificates.

ARTICLE 15

UTILITIES

15.1 Utility Services.

Each Air Carrier operating at the Airport shall pay the full cost and expense associated with its use of all utilities, including but not limited to water, sanitary sewer, electric, storm drainage, and telecommunication services.

15.2 Cabling Infrastructure.

The Authority owns and maintains the Airport's premises-wide distribution system cable infrastructure supporting telephone and data transmission generated within, to and from the Airline Premises. An Air Carrier may use Authority's fiber optic cabling infrastructure for voice and data connectivity. Any Air Carrier using the Authority's cabling infrastructure must pay monthly fees, as established on an annual basis by the Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points. The Authority will provide annual maintenance and any needed repairs for the fiber optic cable. Relocation of fiber or additional strands of fiber will be at an Air Carrier's expense. If an Air Carrier installs electronic visual information display systems

("EVIDS"), such Air Carrier must use the Authority's network and cabling infrastructure. Installation and ongoing maintenance of EVIDS will be at such Air Carrier's cost and may be performed by the Authority or by an outside vendor approved by the Authority, subject to a Tenant Work Permit.

ARTICLE 16

SUBORDINATION TO TRUST AGREEMENT

- A. This Resolution and all rights of any Air Carrier hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by the Authority to secure financing. This Resolution is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement and Other Financing Documents made by Authority authorizing the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness by the Authority. Conflicts between this Resolution and the documents mentioned above will be resolved in favor of such documents.
- B. The Authority shall notify the Air Carriers in advance of any proposed amendments or supplements to the Trust Agreement and Other Financing Documents that would alter the terms and provisions of this Resolution or materially impact the levels of Airline Fees and Charges paid by the Air Carriers.
- C. With respect to Bonds, Subordinated Indebtedness and Other Indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds, Subordinated Indebtedness and Other Indebtedness for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "**Code**") (collectively, "**Tax-Exempt Indebtedness**"), no Air Carrier may act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Airline Premises, if the act or failure to act may cause, in the sole judgment of the Authority, the Authority to be in noncompliance with the provisions of the Code, nor may any Air Carrier take, or persist in, any action or omission which may cause the interest on the Tax-Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the "**AMT**"), to become subject to the AMT for Federal income tax purposes, and no Air Carrier may elect to take depreciation on any portion of the Airline Premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 17
NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Resolution are non-exclusive and the Authority herein reserves the right to grant similar privileges to others, including but not limited to other tenants or occupants on other parts of the Airport.

ARTICLE 18
RULES AND REGULATIONS: COMPLIANCE WITH LAWS

18.1 Rules and Regulations.

Each Air Carrier operating at the Airport must observe and obey (and require its Airline Parties to observe and obey and exercise diligent efforts to require its passengers, guests, invitees, and those doing business with such Air Carrier to observe and obey) the Rules and Regulations, as they may from time to time be promulgated or amended for reasons of safety, health, sanitation, and good order; provided, however, that such Rules and Regulations shall not be inconsistent with this Resolution or be inconsistent with the rules and regulations of any Federal agency having jurisdiction with respect to Air Carriers or their operations. The obligation of an Air Carrier to use its diligent efforts to require such observance and obedience on the part of its passengers, guests, invitees, and business visitors shall apply only while such persons are in the Terminal Complex. In the event of any conflict between requirements of Applicable Laws and the Rules and Regulations, the more restrictive requirement shall apply, as long as compliance with a more restrictive Rule or Regulation does not violate a requirement of any Applicable Law.

18.2 Observance and Compliance with Laws.

Each Air Carrier operating at the Airport must, in connection with its operations, observe and comply with, and pay all taxes and obtain all licenses, permits, certificates, and other authorizations required by, all Applicable Laws, including, but not limited to, all rules, regulations, and directives of the FAA or the TSA, as applicable to such Air Carrier, as such requirements may be amended or interpreted by the FAA from time to time; provided, however, that nothing herein shall be construed to limit or diminish the right of an Air Carrier, at its own cost, risk, and expense, to contest, by appropriate judicial or administrative proceeding, the applicability or the legal or constitutional validity of any such Applicable Law.

ARTICLE 19
GOVERNMENT INCLUSION

19.1 Subordination to Federal Agreements.

This Resolution will be subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon constituting the Airport. This Resolution shall be subject and subordinate to the provisions of any existing or future agreements between the Authority and the United States of America, or any of its agencies, relative to the operation and maintenance of the Airport, the terms and execution of which have been, or may be, required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity ("**Grant Assurances**"). In the event that this Resolution, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Resolution in order to resolve such conflict or violation.

19.2 Federal Government's Emergency Clause.

All provisions of this Resolution shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Resolution inconsistent with the operations of the Airport by the United States of America.

19.3 Security.

Each Air Carrier and its Airline Parties must comply with (i) the provisions of the Authority's TSA-approved airport security plan for the Airport as from time to time existing, and (ii) applicable regulations of the TSA, as from time to time existing. If an Air Carrier or any of its Airline Parties shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the Authority, then, in addition to any other terms of this Resolution, such Air Carrier shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages; provided, however, that such Air Carrier may protest the assessment of any such penalty or other damages as long as the Authority is reimbursed for the full amount of any payments made by the Authority.

ARTICLE 20
NON-DISCRIMINATION

- A. The provisions of this Article 20 apply to all activities undertaken by an Air Carrier at the Airport. Failure to comply with the terms of these provisions may be sufficient grounds to:
1. Terminate any agreement between an Air Carrier and the Authority;
 2. Seek suspension/debarment of an Air Carrier; or
 3. Take any other action determined to be appropriate by Authority or the FAA.
- B. Civil Rights. Each Air Carrier shall, in connection with its operations at, to and from the Airport, observe and comply with those requirements of the FAA set forth in **Exhibit A**, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time.

Each Air Carrier must comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If an Air Carrier transfers its obligation to another, the transferee is obligated in the same manner as the Air Carrier.

This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

ARTICLE 21
ENVIRONMENTAL

21.1 General Conditions.

For the privilege of and as a condition to conducting its Air Transportation Business at the Airport, to the maximum extent permitted by State law, each Air Carrier must comply, and cause all of its Airline Parties to comply, with all applicable Environmental Laws, the provisions of this Article 21, and the Rules and Regulations in connection with its use and occupancy of its Airline Premises, if any, and any portion of the Airport. In the event of any noncompliance with applicable Environmental Laws or Rules and Regulations by an Air Carrier or any of its Airline Parties at the Airport, such Air Carrier must take prompt and

appropriate action to address the conditions causing the noncompliance and return to full compliance. In the event of any conflict between requirements of applicable Environmental Laws and the Rules and Regulations, the more restrictive requirement shall apply; provided, however, as long as compliance with a more restrictive Rule or Regulation does not violate a requirement of any Environmental Law.

Notwithstanding any other provisions of this Resolution, and in addition to any and all other requirements of this Resolution, each Air Carrier operating at the Airport must comply with the following:

- A. Air Carrier must comply with all applicable Environmental Laws that apply to such Air Carrier's facilities or operations at the Airport. Such Environmental Laws change from time to time, and each Air Carrier is obligated to keep informed of any such future changes.
- B. In addition to any indemnification requirements set forth elsewhere in this Resolution, as a condition of conducting its Air Transportation Business at the Airport, to the maximum extent permitted by State law, each Air Carrier will indemnify and defend and hold harmless the Authority and all other Indemnified Parties from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) any violation by Air Carrier of such applicable Environmental Laws and for any non-compliance by Air Carrier with any permits issued to Air Carrier pursuant to such Environmental Laws, (ii) a presence or release of Hazardous Substances into the environment caused in whole or in part by such Air Carrier or any of its Airline Parties at the Airport, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws, or the violation of any Environmental Laws due to such Air Carrier's or its Airline Parties' management, control, authorization, handling, possession, or use of Hazardous Substances at the Airport; (iii) any breach by such Air Carrier of any of the requirements of this Article 21; (iv) such Air Carrier's failure to remediate Hazardous Substances as required by this Resolution; which indemnity will include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against an Air Carrier or its Airline Parties or against the Authority by reason of an Air Carrier's or its Airline Parties' violation or non-compliance with Environmental Laws. Each Air Carrier's obligations hereunder will survive the termination of Air Carrier's operations at the

Airport, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof, except that, in the event that Authority recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii) or (iv) above, the Authority may not recover the same funds from an Air Carrier; and provided, further, that the foregoing indemnity obligations are subject to the provisions of paragraphs (C) and (D) of Article 12 to the extent applicable.

- C. Each Air Carrier must cooperate with any investigation, audit, or inquiry by the Authority or any Governmental Authority regarding a possible violation of any Environmental Law upon the Airport.
- D. All remedies of the Authority as provided herein with regard to violation of any Environmental Laws will be deemed cumulative in nature and will survive termination of an Air Carrier's operations at the Airport.
- E. Each Air Carrier must provide any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein to Authority within 24 hours of receipt by an Air Carrier or such Air Carrier's agent. In the event the Authority receives a notice of violation, notice of non-compliance, or other enforcement action of the nature described herein, it will promptly provide that notice to the impacted Air Carrier(s). Any violation or notice of violation or non-compliance with Environmental Law must be rectified by an Air Carrier within thirty (30) days after notice thereof or, if such violation or non-compliance cannot be rectified within such period, the Air Carrier must begin remediating such violation or non-compliance within such thirty (30) day period and continuously and diligently complete such remediation.

21.2 Environmental Considerations.

- A. Each Air Carrier operating at the Airport will establish and maintain standard industry controls, procedures and mechanisms designed to prevent or respond to a discharge or spill of any Hazardous Substance by such Air Carrier and any of its Airline Parties into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airport. In addition, no such Air Carrier or its Airline Parties may discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable Environmental Laws, in a manner satisfactory to

the Authority and other Governmental Authorities having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, bays, and other bodies of water.

- B. If an Air Carrier is deemed to be a generator of hazardous waste, as defined by applicable Environmental Laws, such Air Carrier must obtain a generator identification number from the U. S. EPA and comply with all applicable Environmental Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with Applicable Laws.
- C. Each Air Carrier must provide the Authority, within ten (10) days after the Authority's request, copies of then-current hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, safety data sheets and waste disposal manifests required by applicable Environmental Laws to be maintained which have been prepared or issued in connection with such Air Carrier's use of the Airport.
- D. At or before the termination of its operations at the Airport, each Air Carrier must dispose of all solid and hazardous wastes and containers in compliance with all applicable Environmental Laws. Upon the Authority's request, copies of all waste manifests required to be retained under applicable Environmental Laws must be provided an Air Carrier to the Authority at least thirty (30) days prior to the conclusion of such Air Carrier's operations at the Airport.

21.3 Prior Environmental Impacts.

Nothing in this Article will be construed to make an Air Carrier liable in any way for any environmental impacts or release of Hazardous Substances affecting the Airport that occurred prior to an Air Carrier's entry upon the Airport or that occurred solely as a result of the actions of Authority or any of its employees, agents, or contractors.

21.4 Off-Site Environmental Impacts.

Nothing in this Article will be construed to make an Air Carrier liable in any way for any environmental impacts or releases of Hazardous Substances affecting the Airport that occur by reason of the migration or flow onto or into the Airport from verifiable or documented off-site environmental impact that is not attributable to an Air Carrier's activities.

21.5 Petroleum Storage Systems.

- A. Each Air Carrier, at its expense, must at all times comply with all Environmental Laws, including but not limited to, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the Environmental Planning Commission, as they may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Each Air Carrier that owns or operates any such system or tank at the Airport will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems owned or operated by an Air Carrier at the Airport must be registered by such Air Carrier, and the Air Carrier must display the registration placard as required by Applicable Laws.
- B. Each Air Carrier must train its employees and employees of fuel suppliers regarding proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities at the Airport on behalf of an Air Carrier must be attended by a person who has completed an FAA-approved aircraft fueling training program. Each Air Carrier must comply with all requirements of 40 CFR Part 112, as they may be revised or amended. As a result, each Air Carrier must prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products must be in compliance with FDEP regulations as well as EPC's requirements.
- C. Each Air Carrier must strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Airport that may be adopted by Authority. Each Air Carrier must provide adequate fire extinguishers and must establish a fuel dispensing operations manual for its employees and employees of fuel suppliers and submit a copy to the Authority.
- D. Each Air Carrier is responsible for all costs and expenses that may be incurred in order to comply with this Article.

21.6 Stormwater.

Certain properties on Authority-owned land are subject to stormwater rules and regulations. Each Air Carrier must observe and abide by such stormwater rules and regulations as may be applicable, and, if applicable, Air Carrier operating at the Airport must comply with the following:

- A. Each Air Carrier must submit a Notice of Intent to use the State of Florida Multi-Sector General Permit for Stormwater Discharge Associated with Industrial Activity. Each Air Carrier must cooperate closely with the Authority to ensure compliance with any applicable stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Each Air Carrier will undertake actions to minimize the exposure of stormwater to “significant materials” (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by such Air Carrier by implementing and maintaining best management practices (“**BMPs**”), as such term may be defined in applicable stormwater rules and regulations. Each Air Carrier must establish a BMP plan for such Air Carrier’s operations and operational area at the Airport and submit a copy to the Authority.
- B. Each Air Carrier is responsible for being knowledgeable regarding any stormwater discharge permit requirements applicable to such Air Carrier and with which such Air Carrier will be obligated to comply. Each Air Carrier must submit a Notice of Intent to the FDEP, with a copy to the Authority. Each Air Carrier is required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, an Air Carrier must observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Each Air Carrier must undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency, and such Air Carrier will hold harmless and indemnify the Authority for any violations or non-compliance with any such permit requirements.

21.7 Environmental Impacts by an Air Carrier.

- A. If the results of an assessment of an Air Carrier’s operations at the Airport indicate that the Air Carrier has released Hazardous Substances, such Air Carrier must immediately undertake such steps to remedy and/or remove any Hazardous

Substances and any other environmental contamination that arises out of such Air Carrier's use of the Airport consistent with applicable Environmental Laws. Any such remediation shall be in accordance with Environmental Laws and shall restore the affected property to a condition protective of human health and the environment without reliance on unduly burdensome or costly engineering or administrative controls or restrictions on activity or use of the property. Such work shall be performed at such Air Carrier's expense. The Authority reserves the right to review and inspect all such work at any time using consultants and representatives of its choice at such Air Carrier's cost and expense.

- B. During the period of a cleanup due to the environmental condition of the Airport, an Air Carrier's obligations, including the payment of Airline Fees and Charges, will continue in full force and effect, in addition to any other damages for which such Air Carrier may be liable.
- C. The firm conducting any cleanup work must be approved by the Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by a Governmental Authority and must be acceptable to the Authority.

ARTICLE 22

RIGHT TO DEVELOP AIRPORT

The Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of any Air Carrier or any Airline Party and without interference or hindrance.

ARTICLE 23

RIGHT OF ENTRY

Authority will have the right to enter any part of the Airport for the purpose of periodic inspection of the Airport from the standpoint of safety and health, and monitoring of an Air Carrier's compliance with the terms of this Resolution.

ARTICLE 24

RIGHT OF FLIGHT

The Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by the Authority, together with the right to cause

in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from or operating on Airport.

Any Air Carrier operating at the Airport must restrict the height of structures, objects of natural growth, and other obstructions at the Airport to such a height so as to comply with Federal Aviation Regulations, Part 77 and the Rules and Regulations, and each Air Carrier must prevent any use of the Airport by such Air Carrier or its Airline Parties that would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 25
PROPERTY RIGHTS RESERVED

This Resolution will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the Airport System land or improvements thereon.

ARTICLE 26
SIGNS

26.1 Written Approval.

Except with the prior written approval of the Authority, which shall not be unreasonably withheld, conditioned, or delayed, no Air Carrier may erect, maintain, or display any signs or any advertising at or on any portion of the Airport, including common use areas.

26.2 Removal.

Upon cessation of service to the Airport, each Air Carrier must remove, obliterate or paint out, as the Authority may direct, any and all of its signs and advertising at the Airport, including common use areas and, in connection therewith, such Air Carrier must restore the portion of the Airport affected by such signs or advertising to substantially the same condition as existed at the commencement of such Air Carrier's operations at the Airport, normal wear and tear excepted. In the event of failure on the part of an Air Carrier to remove, obliterate, or paint out each and every sign or advertising and restore the Airport, as herein provided, the Authority may perform the necessary work, at the expense of such Air Carrier, plus an Administrative Charge.

ARTICLE 27
RIGHT TO AMEND

This Resolution may be amended by the Board of the Authority in its sole discretion; provided, however, that no amendment affecting an Air Carrier operating at the Airport shall be effective with respect to such Air Carrier until such Air Carrier has been provided with not less than ninety (90) days' prior written notice of such amendment and an ability to comment on and review such amendment, unless such amendment is required by a Governmental Authority or by Applicable Law.

ARTICLE 28
AGENT FOR SERVICE

As a condition to operating its Air Transportation Business at the Airport, if an Air Carrier is not a resident of the State, or is an association or partnership without a member or partner resident of the State, or is a foreign corporation, then in any such event the Secretary of State, State of Florida, may serve as an Air Carrier's agent for the purpose of service of process in any court action between it and the Authority arising out of or based upon such Air Carrier's operations at the Airport and the service will be made as provided by the laws of the State, for service upon a non-resident. Further, if for any reason service of such process is not possible, and an Air Carrier does not have a duly noted resident agent for service of process, as an alternative method of service of process, such Air Carrier may be personally served with such process out of this State, by the registered mailing of such complaint and process to such Air Carrier and such service will constitute valid service upon such Air Carrier as of the date of mailing and the Air Carrier will have thirty (30) days from date of mailing to respond thereto. Any Air Carrier, by operating at the Airport, agrees to the process so served, submits to the jurisdiction of the court and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 29
INCORPORATION OF EXHIBITS

All exhibits and attachments referred to in this Resolution are intended to be and are hereby specifically made a part of this Resolution.

ARTICLE 30
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

**IF AN AIR CARRIER HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE AIR CARRIER'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS RESOLUTION,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721,
ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH
COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

To the extent required by Applicable Laws, each Air Carrier operating at the Airport, in accordance with Florida Statute Section 119.0701, must comply with public records laws including the following:

- A. Keep and maintain public records required by the Authority in order to perform the services contemplated by this Resolution.
- B. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by Applicable Law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law.
- D. Upon termination of operations at the Airport, keep and maintain public records required by the Authority to perform the services. Each Air Carrier operating at the Airport must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

ARTICLE 31
DISPUTE RESOLUTION

31.1 Claims and Disputes.

- A. A claim is a written demand or assertion by the Authority or an Air Carrier seeking as a matter of right an adjustment or interpretation of this Resolution, payment of money, an extension of time or other relief with respect to the terms of this Resolution. The term claim also includes other matters in question between the Authority and an Air Carrier arising out of or relating to this Resolution. The responsibility to substantiate claims will rest with the party making the claim.

- B. If for any reason an Air Carrier deems that the Authority's rate setting methodology is unjustly discriminatory, or that the Authority is not in compliance with this Resolution or its other obligations, the Air Carrier shall notify the Authority in writing of its assertion (such assertions hereinafter referred to as, a "**Claim**"). The Air Carrier and the Authority must maintain, and keep, strict accounting of documents or evidence associated with the Claim. The failure to give proper notification to Authority as required herein will constitute a waiver of any Claim.
- C. An Air Carrier must provide written notice to the Authority of a Claim within ninety (90) days after the Air Carrier first recognizes the condition giving rise to the Claim. The failure to give the Authority written notice of such Claim within such period as required herein will constitute a waiver of any Claim.
- D. Pending final resolution of a Claim, unless otherwise agreed in writing, the Air Carrier must continue to comply fully with the terms of the Resolution.
- E. Notice of intention to Claim is not required for Claims relating to an emergency endangering life or property. Claims associated with such emergencies should be filed as soon as practicable in accordance with the procedures established in this Article.

31.2 Resolution of Claims and Disputes.

- A. The following actions are conditions precedent to the Authority's review of a Claim unless waived in writing by the Authority:
 - 1. Air Carrier and Authority Personnel Meeting ("**Personnel Meeting**"): Within five days (5) after a Claim is filed with the Authority, an employee of the Air Carrier with authority to resolve the Claim shall meet with the Authority's representative with authority to resolve the Claim in a good faith attempt to resolve the Claim. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause shall be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
 - 2. Management Representatives' Meeting: If the Personnel Meeting fails to resolve the Claim, a senior executive for each of the Air Carrier and the

Authority shall meet, within ten (10) days after a Claim is filed with the Authority, to attempt to resolve the Claim and any other identified disputes or any unresolved issues that may lead to Claims. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

3. Following the Personnel Meeting and the Management Representatives' Meeting, the CEO will review the Air Carrier's Claim and may (1) request additional information from the Air Carrier which Air Carrier shall promptly provide to the Authority, or (2) render a decision on all or part of the Claim. The CEO will notify the Air Carrier in writing of the disposition of the Claim within twenty-one (21) days following the receipt of such Claim or receipt of any additional information requested.

B. Should the Authority and the Air Carrier not reach an agreement during the Management Representatives' Meeting, and the Air Carrier rejects the Authority's written disposition of the Claim, the Authority and the Air Carrier will seek in good faith to settle the dispute through a non-binding mediation. Mediation with a mediator approved by the Authority and such Air Carrier shall be a condition precedent to litigation or any further administrative process. Any such mediation will be subject to Rule 1.700 et seq., Florida Rules of Civil Procedure and Chapter 44, Fla. Statutes.

ARTICLE 32

APPLICABLE LAW AND VENUE

This Resolution will be construed in accordance with the laws of the State. Venue for any action brought pursuant to this Resolution will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 33

RELATIONSHIP OF THE PARTIES

Each Air Carrier operating at the Airport is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and the Authority will in no way be responsible therefor.

ARTICLE 34

NO WAIVER

No waiver by the Authority at any time of any of the terms, conditions, or obligations of an Air Carrier under this Resolution, or non-compliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, or obligation herein contained, nor of the strict and prompt performance thereof by an Air Carrier. No delay, failure, or omission of the Authority to exercise any right, power, privilege, or option arising from any default, nor subsequent acceptance of fees or charges then or thereafter accrued, will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default. No notice by the Authority will be required to restore or revive time is of the essence hereof after waiver by the Authority or default in one or more instances. No option, right, power, remedy, or privilege of the Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, privileges, or remedies given to the Authority by this Resolution and Applicable Laws are cumulative and that the exercise of one right, power, option, privilege, or remedy by the Authority will not impair its rights to any other right, power, option, privilege, or remedy available under this Resolution or as provided by Applicable Laws.

ARTICLE 35

INVALIDITY OF CLAUSES

The invalidity of any part, portion, Article, Section, paragraph, provision, or clause of this Resolution will not have the effect of invalidating any other part, portion, Article, Section, paragraph, provision, or clause thereof, and the remainder of this Resolution will be valid and enforced to the fullest extent permitted by Applicable Laws.

(Remainder of this page is intentionally left blank)

Exhibit A

Federal Aviation Administration Required Provisions

- A. Civil Rights – General. The Authority and each Air Carrier operating at the Airport shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If an Air Carrier transfers its obligation to another, the transferee is obligated in the same manner as the Air Carrier.

This provision obligates Air Carriers for the period during which any property at the Airport is owned, used or possessed by the Air Carrier and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- B. Civil Rights – Title VI Assurances – Compliance With Nondiscrimination Requirements.

1. Compliance with Regulations: Each Air Carrier operating at the Airport (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Resolution.
2. Non-discrimination: Each Air Carrier, with regard to the work performed by it during the period it operates at the Airport, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Air Carriers will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by an Air Carrier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Air Carrier of the Air Carrier's obligations under this provision and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Air Carriers will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to

its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an Air Carrier is in the exclusive possession of another who fails or refuses to furnish the information, the Air Carrier will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of an Air Carrier's noncompliance with the non-discrimination provisions of this resolution, the Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Air Carrier under the Resolution until the Air Carrier complies; and/or
 - b. Cancelling, terminating, or suspending the Air Carrier's rights under the Resolution, in whole or in part.
6. Incorporation of Provisions: Each Air Carrier must include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Each Air Carrier will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if an Air Carrier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Air Carrier may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, an Air Carrier may request the United States to enter into the litigation to protect the interests of the United States.

C. Civil Rights – Title VI Clauses for Use/Access to Real Property.

1. Each Air Carrier for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to

discrimination, (3) that such Air Carrier will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities in Paragraph D below.

2. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the Air Carrier's rights under this Resolution and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Resolution had never been made or issued.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Resolution, each Air Carrier, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Air Carrier must take reasonable steps to ensure that LEP persons have meaningful access to Air Carrier's programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Air Carrier from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Sample Space Rental Agreement



SPACE RENTAL AGREEMENT

FOR

**TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA**

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

[AIRLINE]

Board Date: _____

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Tampa International Airport
Attn: Contract Manager
P. O. Box 22287
Tampa, Florida 33622

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SAMPLE

HILLSBOROUGH COUNTY AVIATION AUTHORITY
SPACE RENTAL AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS SPACE RENTAL AGREEMENT, is made and entered into this ___ day of _____, 202_, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida, and AIRLINE, a [structure] organized under the laws of the State of [state of registration] and authorized to conduct business in the State of Florida (the “**Airline**”) (hereinafter individually and collectively referred to as the “**Party**” or “**Parties**”). Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Article 2 hereof.

WITNESSETH:

WHEREAS, the Authority owns and operates Tampa International Airport and its facilities located in the County of Hillsborough, State of Florida; and

WHEREAS, the Legislature of the State of Florida has granted to the Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, the Authority owns certain land and buildings upon and around the Airport that are leased for use and development by air carriers and other airline support functions; and

WHEREAS, Authority adopted the Resolution on September 3, 2020, effective October 1, 2020; and

WHEREAS, Airline operates at the Airport pursuant to the Resolution; and

WHEREAS, pursuant to this Agreement, the Authority will lease certain Airline Premises to Airline, subject and subordinate to the Resolution, on the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties enter into this Agreement and agree, each for itself and its successors and assigns, as follows:

ARTICLE 1
RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2
DEFINITIONS

The following terms will have the meanings as set forth below:

- 2.01 Act shall mean Chapter 2012-234, Laws of Florida, as amended and supplemented from time to time.
- 2.02 Administrative Charge shall mean a charge of fifteen percent (15%) in addition to the cost of any service or other work provided by the Authority for the benefit of the Airline required of the Authority hereunder or provided as a result of damage to Authority property by the Airline or an Airline Party to compensate the Authority for its administrative costs. For an Administrative Charge to become due under this Agreement, except in the case of an emergency as determined by the Authority, the Authority must provide the Airline reasonable prior written notice (and in case of damage caused to Authority property, a reasonable opportunity to cure) of the Authority's intent to perform such work or service.
- 2.03 AOA shall mean the Aircraft Operations Area at the Airport, as designated from time to time by the Authority.
- 2.04 Affiliate shall have the meaning set forth in the Resolution.
- 2.05 Agreement shall mean this Space Rental Agreement, as it may be amended from time to time.
- 2.06 Air Carrier shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. § 40102, as amended, operating an Air Transportation Business from time to time at the Airport.
- 2.07 Air Transportation Business shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire, or carriage of cargo or mail by aircraft, in air commerce, as defined in 49 U.S.C. § 40102, as amended.
- 2.08 Airline shall mean the Airline, as defined in the initial paragraph of this Agreement. The Airline is both an Air Carrier and a Signatory Airline.
- 2.09 Airline Parties shall mean, collectively, the Airline, and any of its Affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.
- 2.10 Airline Premises shall mean the areas within the Terminal Complex leased to Airline as set forth in Article 4 of this Agreement or with respect to another Signatory Airline, those areas within the Terminal Complex leased to such other Signatory Airline.

- 2.11 Airport shall mean Tampa International Airport, owned and operated by the Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.
- 2.12 Airside Buildings shall mean the building or buildings at the Airport now or hereafter existing through which passenger aircraft are loaded or unloaded.
- 2.13 Airside Building Rental Rate shall mean the rate per Rentable Square Foot of space in the Airside Buildings, calculated as set forth in the Resolution.
- 2.14 Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to an Air Carrier or the Airport (including Authority Rules and Regulations adopted by the Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.
- 2.15 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.
- 2.16 Authority Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, and the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan and Airport Emergency Plan and any other operational matters related to the operation of the Airport , in each case as such may be in force and as amended from time to time.
- 2.17 Baggage Handling System shall mean those facilities and equipment used to process passenger baggage at the Terminal Complex, including in-line baggage handling systems.
- 2.18 BMP shall mean best management practice.
- 2.19 Chief Executive Officer (“CEO”) shall mean the Chief Executive Officer of the Authority and shall include such person or persons as may from time to time be authorized in writing by the Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.
- 2.20 CHRC shall mean an FBI fingerprint-based criminal history records check.

- 2.21 Effective Date shall mean [DATE].
- 2.22 EPA shall mean the Environmental Protection Agency.
- 2.23 EPC shall mean the Environmental Protection Commission of Hillsborough County.
- 2.24 Environmental Laws shall have the meaning set forth in the Resolution.
- 2.25 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.
- 2.26 FAC shall mean Florida Administrative Code.
- 2.27 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.
- 2.28 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.
- 2.29 Fiscal Year shall mean the annual accounting period of the Authority for its general accounting purposes which, at the time of adoption of this Agreement, is the period of twelve consecutive months, ending with the last day of September of any year.
- 2.30 Gate shall mean that portion of the Terminal Complex consisting of a holdroom and all other appropriate appurtenant space and equipment plus the associated Terminal Aircraft Apron and the associated Loading Bridge (if any).
- 2.31 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including the Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport or Air Carriers.
- 2.32 Gross Receipts shall mean the total amount actually charged by or on behalf of Airline for and in connection with the sale of food or beverages, regardless of where, how (cash, credit or other payment form) or by whom the payment is made. All losses, taxes, financing costs, and charge-backs are to be borne by the Airline, and no reduction shall be made to Gross Receipts for (i) costs of losses, (ii) the amount of any federal, state, or municipal taxes collected from Airline's customers that are payable directly to the taxing authority by or on behalf of the Airline, (iii) taxes levied on Airline's activities, facilities, equipment, or real or personal property, payroll taxes, income taxes, license or tag fees, or any other charges that recoup operating costs, or (iv) any amount retained by a third party as a financing discount that may apply by reason of acceptance of credit cards or other credit arrangements for payment.

- 2.33 GSE shall mean ground service equipment.
- 2.34 Hazardous Substances shall have the meaning set forth in the Resolution.
- 2.35 ID Media shall mean Airport identification badge.
- 2.36 Indemnified Party or Indemnified Parties shall mean the Authority, its successors and assigns, and each of its Board members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.
- 2.37 Loading Bridges shall mean loading bridges, including pre-conditioned air, ground power/400Hz, potable water, fire bottles, and related infrastructure and equipment used to transport passengers between the Airside Buildings and an aircraft and other devices, if any, to assist with passenger boarding onto and deplaning from aircraft.
- 2.38 Office and Club Premises shall mean those portions of the Terminal Complex assigned by the Authority to a Signatory Airline in which such Signatory Airline has a power, privilege, or other right authorized under such Signatory Airline's Space Rental Agreement to exclude another person or entity from enjoying or exercising a like power, privilege, or other right.
- 2.39 Passenger Facility Charge ("PFCs") shall mean the fees authorized by 49 USC § 40117 and regulated by 14 CFR Part 158 as such statute and regulations exist on the Effective Date or as they may be subsequently amended, and as approved by the FAA for collection by Air Carriers on behalf of the Authority from eligible Enplaned Passengers in accordance with a record of decision or final agency decision issued by the FAA, and interest, profits and other income derived from the investment thereof.
- 2.40 Passenger Transfer System shall mean the passenger transfer equipment and facilities, including the stations located in the Terminal Building and the Airside Buildings, and the exit areas in the Airside Buildings, as modified by the Authority from time to time.
- 2.41 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' Rents, tax assessments, and charges (excluding PFCs), payable by Airline under this Agreement, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all Rents, tax assessments and charges due under this Agreement or the Resolution.
- 2.42 Per Use Gates shall mean those Gates and Related Terminal Area that are not occupied on a preferential use basis by a Signatory Airline from time to time, the use of which is assigned to Air Carriers by the Authority pursuant to Authority Rules and Regulations. The Authority reserves the

right to retain as many Gates and as much Related Terminal Area, such as ticket counters, and ticket and baggage services offices, as it may deem necessary or desirable for common use by Air Carriers operating at the Airport.

- 2.43 Preferential Use Premises shall mean those portions of the Terminal Complex and Terminal Aircraft Aprons assigned to a Signatory Airline by the Authority pursuant to a Space Rental Agreement to which such Signatory Airline shall have priority over other users, subject to the terms and conditions of the Resolution, the Authority Rules and Regulations and the Space Rental Agreement.
- 2.44 PWDS shall mean Premises Wiring Distribution System.
- 2.45 Related Terminal Area shall mean that portion of the Terminal Complex reasonably necessary to conduct airline operations at a Gate and shall include, without limitation, upper level and lower level Terminal Building access for persons, Loading Bridges, passenger hold rooms, check-in counters, and rights of access to terminal passenger facilities, in each case associated with such Gate.
- 2.46 Rentable Square Feet with respect to the Terminal Complex shall mean the number of square feet of space in the Terminal Complex that is rentable to tenants.
- 2.47 Rents shall mean the rents and other fees and charges charged by the Authority to the Airline pursuant to this Agreement as set forth in Article 7 or elsewhere in this Agreement.
- 2.48 Resolution shall mean the Resolution Regarding the Calculation and Collection of Airline Rates, Fees and Charges for the Use of Tampa International Airport adopted by the Board of the Authority pursuant to the Act on September 3, 2020, and effective October 1, 2020, as such Resolution may be amended from time to time.
- 2.49 SIDA shall mean Security Identification Display Area.
- 2.50 Signatory Airline shall mean an Air Carrier that is a party to an active Space Rental Agreement or an Air Carrier that is a party to an active lease of space in the Cargo Cost and Revenue Center in the form prescribed by the Authority, either of which incorporates the terms and conditions of the Resolution. By entering into this Agreement, the Airline is a Signatory Airline for the Term of this Agreement.
- 2.51 Space Rental Agreement shall mean an agreement substantially in the form of this Agreement between the Authority and a Signatory Airline granting such Signatory Airline the right to occupy and operate within the Airline Premises designated in such Space Rental Agreement.
- 2.52 STA shall mean Security Threat Assessment.

- 2.53 State shall mean the State of Florida.
- 2.54 Tenant Work Permit (“TWP”) Program shall mean the program adopted by the Authority, as amended from time to time, setting forth requirements for undertaking any improvements by a tenant of the Authority or other occupant at the Airport.
- 2.55 Term shall have the meaning set forth in Section 6.02 of this Agreement.
- 2.56 Terminal Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of passenger aircraft and the loading and unloading of passenger aircraft and, as approved by the Authority, parking of GSE.
- 2.57 Terminal Building shall mean the passenger terminal building, remote baggage sort buildings, the baggage make-up area in the Airside Buildings and the mechanical and electrical service building, excluding the Airside Buildings.
- 2.58 Terminal Complex shall mean the Terminal Building and the Airside Buildings connected by means of the Passenger Transfer System, together, as they and any other passenger handling facilities exist at the Airport prior to and after completion of any improvements or expansion.
- 2.59 Terminal Rental Rate shall mean the rate per Rentable Square Foot of space in the Terminal Building, calculated as set forth in the Resolution.
- 2.60 Transportation Security Administration (“TSA”) shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act (“ATSA”), Public Law 107-71 of 2001, as amended, or any successor agency thereto.
- 2.61 Turn shall mean a single inbound and outbound flight operation, for which an Air Carrier uses a Per Use Gate and appurtenant Related Terminal Area, facilities, and/or equipment.
- 2.62 Additional words and phrases used in this Agreement but not defined herein shall have the meanings as defined under the Resolution or, if not so set forth, shall have their usual and customary meaning.

ARTICLE 3

SUBORDINATION TO RESOLUTION

The Resolution is hereby incorporated into this Agreement as if it were set forth in its entirety. In addition, this Agreement is subject and subordinate to the Resolution. In the event of any conflict between the provisions of the Resolution and this Agreement, the provisions of the Resolution shall prevail.

ARTICLE 4
AIRLINE PREMISES

Authority hereby agrees to lease to Airline and Airline hereby agrees to lease from Authority in support of Airline's Air Transportation Business, certain real property as set forth in this Article 4 (collectively, the "**Airline Premises**").

4.01 Office and Club Premises. The Authority hereby leases to the Airline, for the Term, as it may be extended or sooner terminated, Office and Club Premises of approximately _____ total square feet, consisting of the following:

- A. Bag Service Office space of approximately _____ square feet, more particularly depicted on **Exhibit A-1**, Bag Service Office, dated _____, attached hereto and by this reference made a part hereof;
- B. Curbside space of approximately _____ square feet, more particularly depicted on **Exhibit A-2**, Curbside Space, dated _____, attached hereto and by this reference made a part hereof;
- C. Airside __ Ramp Level space of approximately _____ square feet, more particularly depicted on **Exhibit A-6**, Airside Ramp Level Space, dated _____, attached hereto and by this reference made a part hereof;
- D. Airline Ticketing Kiosk space of approximately _____ square feet, more particularly depicted on **Exhibit A-4**, Airline Ticketing Kiosks, dated _____, attached hereto and by this reference made a part hereof;
- E. Ticketing Level Office space of approximately _____ square feet, more particularly depicted on **Exhibit A-3**, Ticketing Level Office, dated _____, attached hereto and by this reference made a part hereof;
- F. Mezzanine space of approximately _____ square feet, more particularly depicted on **Exhibit A-9**, Mezzanine Office and Club Space, dated _____, attached hereto and by this reference made a part hereof;
- G. Airside _ Boarding Level space of approximately _____ square feet, more particularly depicted on **Exhibit A-7**, Airside Boarding Level Space, dated _____, attached hereto and by this reference made a part hereof; and

H. Airline Club space of approximately ____ square feet, more particularly depicted on **Exhibit A-9**, Airline Mezzanine Office and Club Space, dated _____, attached hereto and by this reference made a part hereof.

4.02 Preferential Use Premises. The Authority hereby leases to the Airline, for the Term, as it may be extended or sooner terminated, Preferential Use Premises of approximately ____ total square feet, consisting of the following:

A. Airline Ticketing Counter space of approximately _____ square feet, more particularly depicted on **Exhibit A-5**, Airline Ticketing Counters, dated _____, attached hereto and by this reference made a part hereof;

B. Airside ____ Gate and Hold Room space of approximately _____ square feet, more particularly depicted on **Exhibit A-8**, Airside Gate and Hold Room Space, dated _____, attached hereto and by this reference made a part hereof.

4.03 Joint Use Premises. In addition to the Office and Club Premises and the Preferential Use Premises described above, the Airline shall have the non-exclusive right to use, jointly with other Air Carriers, the Joint Use Premises, the Baggage Handling System, and the FIS Facilities; provided, however, that such use shall be in common with other Air Carriers and the Authority shall have the right to reassign the use of Joint Use Premises in accordance with the Authority Rules and Regulations.

4.04 Per Use Gates. The Airline shall have the right to use Per Use Gates and Related Terminal Area in accordance with the Resolution and the Authority Rules and Regulations.

ARTICLE 5

USES AND RESTRICTIONS

5.01 Permitted Uses. The Airline Premises will be used by the Airline solely and exclusively for the purpose of operating the Airline's Air Transportation Business in accordance with the provisions of the Resolution. The Airline will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations hereunder. If Airline operates a club or VIP lounge within its Office and Club Premises, Airline may provide food and beverages to patrons of such club or lounge; provided, however, that if Airline sells any such food or beverages, Airline shall pay to the Authority, monthly, as a privilege fee, twelve percent (12%) of the Gross Receipts received from such sales at the Airport.

5.02 Exclusions and Reservations.

- A. Nothing in this Article will be construed as authorizing the Airline to conduct any business on the Airline Premises or elsewhere at the Airport separate and apart from the conduct of its permitted uses as authorized in this Agreement.
- B. The Airline will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located at the Airport.
- C. The rights and privileges granted to the Airline pursuant to this Article will be subject to the Authority Rules and Regulations, as they may be amended from time to time.
- D. The Airline will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of the Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of the Airline will cause cancellation of any such policy, the Airline will immediately, upon notification by the Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if the Airline does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement, that causes an increase in the Authority's insurance premiums, the Airline will immediately remedy such actions and pay the increase in premiums, upon notice from the Authority to do so; but in any event, the Airline will hold the Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.
- E. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to the Airline.
- F. Any and all rights and privileges not specifically granted to the Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to Authority.
- G. Other than those areas used for the purpose of egress and ingress, all operations will be conducted on the Airline Premises.

5.03 Gate Use.

- A. Policy of Open Access. The Authority intends to maintain a policy of providing open access to the Airport for Air Carriers and other aeronautical users of the Airport and achieving balanced utilization of Airport facilities. In furtherance of that policy and its stated goals, (a) the Authority shall have control and possession of a minimum number of Per Use Gates, which may vary at the discretion of the Authority from time to time, (b) the Authority reserves the right to require sharing and temporary use of Airline's Gates and Related Terminal Area, in accordance with this Section 5.03, and (c) the Authority reserves the right to recapture for common use Airline's underutilized Gates and Related Terminal Area, also in accordance with this Section 5.03.
- B. Accommodation at Preferential Use Premises.
1. If an Air Carrier, including any Air Carrier seeking to expand its service or an Air Carrier seeking entry into the Airport ("**Requesting Air Carrier**"), is in need of space or facilities at the Airport which cannot be met by use of then unleased premises in proximate location to its existing Airline Premises, if any, the Authority shall, upon receipt of a written notification by the Requesting Air Carrier that provides details concerning the intended additional air service, assess the request and, if the CEO determines that such Requesting Air Carrier needs the requested space or facilities to accommodate passengers or aircraft, then, subject to the provisions below, the CEO may grant such Requesting Air Carrier the right of temporary or shared use of all or a designated portion of the Airline's Preferential Use Premises, including the use of related Loading Bridges and Related Terminal Areas as may be required.
 2. If a Requesting Air Carrier only requires use of space or facilities on a temporary basis or for limited service, the CEO may, in accordance with this Section 5.03, assign to a Requesting Air Carrier the right to use or occupy a portion of the Airline's Preferential Use Premises, but only for those periods of time such Preferential Use Premises are not scheduled for use by the Airline.
 3. In the event the CEO determines that a Requesting Air Carrier's needs require granting such Requesting Air Carrier the right to share the Preferential Use Premises of one or more Signatory Airlines other than as provided in subparagraph (2) above, the CEO shall serve written notice to the affected Signatory Airlines of that determination and notice of the Authority's intention to make a further determination, in not less than seven (7) days, as to how the Requesting Air Carrier

will be accommodated. A Requesting Air Carrier must agree to abide by all applicable Authority Rules and Regulations, including those related to Gate use and assignment.

4. In accordance with the conditions set forth in Section 5.03(B), the Authority may grant the Requesting Air Carrier the right of shared or temporary use of all or a designated portion of the Airline's Preferential Use Premises, as well as rights of ingress and egress, the right to use the aircraft parking positions that are appurtenant thereto, and the right to use related Loading Bridges and other appurtenant equipment which are necessary for the effective use of such Preferential Use Premises.
5. The Requesting Air Carrier shall pay to the Authority a Per Use Gate Fee for each such use of such Preferential Use Premises. In no event shall Requesting Air Carrier be required, pursuant to the terms and conditions of this Section 5.03(B), to make any payment to the Airline for use of the Airline's Preferential Use Premises.
6. The Airline agrees to abide by all applicable Authority Rules and Regulations, including those concerning Gate use and assignment, and further agrees to make reasonable efforts to facilitate the temporary or shared accommodation of the Requesting Air Carrier's scheduled operations, including the use of assigned passenger Loading Bridges and other portions of the Preferential Use Premises as may be reasonably necessary to accommodate the Requesting Air Carrier on an on-going basis.
7. In the event that, pursuant to subsections (2) or (3), above, the CEO determines that a Requesting Air Carrier is in need of facilities to accommodate passengers or aircraft, the CEO will consider the following factors in designating the specific Gate or Gates for temporary or shared use by the Requesting Air Carrier:
 - (a) the average number of flight arrivals and departures per aircraft parking position per day;
 - (b) flight scheduling considerations;
 - (c) aircraft parking position locations; and
 - (d) other operational considerations.

8. In the event the Airline is required to share its Preferential Use Premises, the Airline shall be given priority in all aspects of usage of such shared Preferential Use Premises, including for any schedule changes or irregular operations, over all other Air Carriers, including the Requesting Air Carrier.
9. Notwithstanding the foregoing, the Authority may, by adoption of Authority Rules and Regulations, establish priorities for use of Preferential Use Premises during periods of irregular operations as long as such irregular operations do not unreasonably interfere with the Airline's operations at the Preferential Use Premises.
10. The Airline acknowledges and agrees that in order to efficiently effectuate the orderly use of its Preferential Use Premises, as detailed above, it may be necessary to employ the use of Common Use Passenger Processing Systems ("**CUPPS**") at the Airline's Gates and/or ticket counters. To this end, the Airline acknowledges and agrees that the Authority has the right to replace the Airline's equipment with CUPPS at Airline's Gates and/or ticket counters upon no less than forty-five (45) days' notice to Airline.

C. Reassignment of Airline Premises.

1. Authority's Right to Reassign Airline Premises. The Authority may reassign to another Air Carrier one or more of the Airline's Gates and Related Terminal Area assigned as Airline Premises if: (i) the Airline's Gate Utilization (as defined below) for such preferentially assigned Gate(s) over the most recent one hundred eighty (180) day period is less than the Utilization Threshold (as defined below); (ii) the CEO determines that there is a reasonable need for the preferential use of such Gate(s) by another Air Carrier; and (iii) such other Air Carrier meets or exceeds the Utilization Threshold through its current or proposed schedule. In addition, the Authority may recover one or more of the Airline's Gates and Related Terminal Area assigned as Airline Premises to be used as Per Use Gates if: (a) the Airline's Gate Utilization for such preferentially assigned Gate(s) over the most recent one hundred eighty (180) day period is less than the Utilization Threshold; and (b) the CEO determines that there is a reasonable need for use of such Gate(s) on a common use basis. Upon such determination, the CEO will provide the Airline with a written notice ("**Initial Recapture Notice**") of the Authority's intent to recapture such Gate(s). Prior to such reassignment becoming effective, the Airline shall have a one hundred twenty (120) calendar day period after the date of the Initial Recapture Notice to adjust its schedule to equal or exceed the Utilization

Threshold so as not to be subject to such reassignment. If the Airline's Gate Utilization does not meet or exceed the Utilization Threshold within one hundred twenty (120) days after the Initial Recapture Notice, the CEO will send the Airline a written notice (the "**Final Recapture Notice**") terminating the Airline's lease of the portion of its Airline Premises subject to reassignment as of the date specified in the Final Recapture Notice. When determining specific Airline Premises subject to reassignment, the Authority will use reasonable efforts to not reassign facilities that will disrupt the continuity and staffing of the Airline's operations. The number of Gates within the Airline Premises subject to reassignment by the Authority will be the lesser of: (1) the requirement of the Requesting Air Carrier, and (2) the difference between the number of Gates then leased to such Signatory Airline or reasonably required as Per Use Gates and the number of Gates which would have caused the Airline's Gate Utilization for the Airline Premises, measured for the last one hundred eighty (180) days prior to the delivery of the Final Recapture Notice, to meet or exceed one hundred percent (100%) of the Airport Utilization Threshold for such period.

2. Any reassigned portion of the Airline Premises will consist of the applicable Gate(s) and any Related Terminal Area. In the case of the reassignment of less than all of the Gates within Airline's Airline Premises, the Authority shall designate which Gate(s) shall be subject to such reassignment after consulting with the Airline. Unless the CEO determines, in his or her sole discretion, that reassignment of such Airline Premises is necessary for the proper functioning of the Airport, in which case the cost of relocating the Airline shall be a cost of the Airport recovered from all Air Carriers as part of Rents, the Signatory Airline(s) that will occupy such reassigned Gate(s) and Related Terminal Area shall pay the costs of relocating the Signatory Airline whose Gate(s) are so reassigned.

3. Definitions. For the purposes of this Section 5.03(C), the following terms shall have the following meanings:

The "**Utilization Threshold**" shall be an average of five (5) Turns per Gate per day; provided, however, that for Fiscal Year 2021, the Utilization Threshold shall be three (3) Turns per Gate; and provided, further, that, after consultation with the Signatory Airlines, the CEO may adjust such Utilization Threshold with no less than sixty (60) days' notice to reflect then-current operations, Gate utilization and availability of Gates at the Airport.

“Airline’s Gate Utilization” shall be the average of the Airline’s and its Affiliates’ daily Turns per Gate (taking into account all Gates located at the Airline Premises other than any Gates subleased to another Air Carrier) and shall include the Airline’s flights and flights of any Affiliate operating at the Airline Premises on behalf of the Airline, but shall not include any operations by subtenants or operations by Air Carriers pursuant to Operating Agreements for Ground Handlers (other than those of Affiliates operating at the Airline Premises).

ARTICLE 6

TERM

- 6.01 Agreement Date. This Agreement is valid and binding upon the date set forth in the initial paragraph of this Agreement.
- 6.02 Term. The Term of this Agreement commences [Date] and terminates September 30, 20__ (the **“Initial Term”**), unless terminated earlier as provided herein or extended as provided in Section 6.03 (such Initial Term, plus any such extensions as provided in Section 6.03, the **“Term”**).
- 6.03 Renewal Options. If Airline is not in default of any terms of this Agreement or in the payment of any Rents, fees or other charges to Authority, and if Airline has performed all the terms, covenants and conditions herein contained, this Agreement may be renewed at the terms and conditions stated hereunder for [Number] (#) separate, additional one (1) year terms subsequent to the end of the Initial Term (each additional term hereinafter referred to as a **“Renewal Term”**) upon written request by Airline at least 60 days prior to this Agreement’s expiration and written approval by Authority’s CEO. Such renewal will be effective by letter without formal amendment to this Agreement. If all such renewal options are requested by Airline and approved by Authority, this Agreement will have a final termination date of no later than September 30, 2026.
- 6.04 Commencement of Rents. The Rents due under this Agreement shall commence on the Effective Date and continue throughout the Term of this Agreement, unless this Agreement is terminated earlier as provided herein.

ARTICLE 7

RENTS

For the rights and privileges granted herein, Airline agrees to pay to Authority, in lawful money of the United States of America, the following Rents:

- 7.01 Rents. The total annual Rent for the Airline’s Airline Premises will be payable in monthly installments, plus applicable taxes, on or before the first day of each and every calendar month, in

advance and without demand, commencing on the Effective Date. The Rent rates for the Airline Premises shall be determined in accordance with the Resolution, and are calculated as follows:

- A. _____ square feet of Bag Service Office space at the Terminal Rental Rate;
- B. _____ square feet of Curbside space at the Terminal Rental Rate;
- C. _____ square feet of Ticketing Level Office at the Terminal Rental Rate;
- D. _____ square feet of Airline Ticketing Kiosk space at the Terminal Rental Rate;
- E. _____ square feet of Mezzanine Level Office and Club Space at the Airside Buildings Rental Rate;
- F. _____ square feet of Airline Ticketing Counter space at the Terminal Rental Rate;
- G. _____ square feet of Airside Ramp Level space at the Airside Buildings Rental Rate;
- H. _____ square feet of Airside Boarding Level space at the Airside Buildings Rental Rate;
and
- I. _____ square feet of Airside Gate and Hold Room space at the Airside Buildings Rental Rate.

For any period of less than one (1) calendar month that this Agreement is in effect, the Rents will be calculated on a pro rata basis.

7.02 Adjustment of Rents. Rents are subject to periodic adjustment in accordance with the Resolution. Such adjustments will generally be made on an annual basis, on October 1st of each year of the Term. If Authority adjusts its established rental rates or fees more frequently than annually, the Rent rates under this Agreement will also be adjusted without written amendment to this Agreement.

7.03 Employee Parking Fees. Employee parking permits are required for the Employee Parking Lot and may be required for Airline's leased or common use operational areas. Information regarding employee parking permits is available from Authority's Parking Permit Office at (813) 870-8792. Authority reserves the right to charge Airline or its employees a reasonable parking fee. If Airline is invoiced by Authority for parking fees, payment is due to Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.

7.04 Interest on Delinquent Payments. Without waiving any other right or action available to Authority in the event of default of Airline's payment of Rents or other charges hereunder, and in the event Airline is delinquent in paying to Authority any Rents or other charges for a period of five (5) days after the payment is due, Authority reserves the right to charge Airline interest thereon from the date the Rents or other charges became due to the date of payment at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Law.

7.05 Rents a Separate Covenant. Airline will not for any reason withhold or reduce its required payments of Rents provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of Rents is a covenant by Airline that is independent of the other covenants of the Parties hereunder.

7.06 Place of Payments. Airline will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to
Receivables@TampaAirport.com

or

(MAIL DELIVERY)

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
P. O. Box 919730
Lock Box ID: REV X6306
Orlando, Florida 32891-9730

or

(HAND DELIVERY)

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
5411 SkyCenter Dr.
Suite 500
Tampa, FL 33607

ARTICLE 8
OBLIGATIONS OF AIRLINE

8.01 Business Operations. Airline will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Airline will conduct its business operations hereunder in a lawful, orderly and proper manner, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Airline Premises or elsewhere on the Airport.

8.02 Conduct of Employees and Invitees. Airline will, within reason, control the conduct, demeanor and appearance of its Airline Parties, and of those doing business with Airline and, upon objection from Authority concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

8.03 Equipment and Vehicle Parking. Airline will ensure that all equipment, including but not limited to, vehicles owned or operated by Airline, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any operations at the Airport. Airline's equipment and vehicles and those of its vendors and/or contractors will be parked in designated parking areas as provided by Authority. No vehicle shall access the AOA unless directly related to Airline's business operations. All vehicles driven, escorted, or parked on the AOA must meet Authority's insurance requirements and any other applicable Authority Rules and Regulations and security requirements. All vehicles, including those of Airline's Airline Parties, excluding escorted vehicles, accessing the AOA must bear Airline's identification on both sides of the vehicle which should be identifiable from a distance of fifty (50) feet. Airline must also display Authority's logo decal. Information regarding vehicle access to the AOA is available from Authority's Badging Office. All persons accessing the AOA must adhere to Authority's SIDA training, Airport Security Program, and TSA regulations. Airline will verify that its Airline Parties who operate motorized vehicles on Airport property have a valid driver's license. Airline will provide evidence in writing of such verification within fifteen (15) days' of written request by Authority. If Airline fails to provide verification or if Airline's Airline Party is found to be driving on Airport property without a valid driver's license, Authority will revoke the offending driver's ID Media and may assess liquidated damages against Airline of up to \$1,000 per occurrence. Said liquidated damages will be due and payable within fifteen (15) days' notice of invoice for the same.

On a quarterly basis, Airline will conduct and maintain periodic audits of the status of the driver's licenses of its Airline Parties to ensure that they possess and maintain a valid driver's license. Audits shall be provided to Authority upon fifteen (15) days' written request by Authority.

8.04 Sound Level. Airline will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building whether on the Airline Premises, common use areas, or located elsewhere on the Airport, and to keep the sound level of its operation as low as possible.

8.05 Garbage, Debris, or Waste. The Airline will promptly remove from its Airline Premises or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Airline Premises or the common use areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Airline Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely

and properly contain whatever material may be placed therein. The Airline will use extreme care when affecting removal of all such waste.

- 8.06 Nuisance. The Airline will not commit any nuisance, waste, or injury on its Airline Premises, common use areas, or elsewhere on the Airport and will not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste, or injury.
- 8.07 Excessive Load. The Airline hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and the Airline will prohibit its Airline Parties from placing excessive loads on paved or floor areas on its Airline Premises or common use areas. The Airline will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.
- 8.08 Flammable Liquids. The Airline will not keep or store flammable liquids within any covered and enclosed portion of its Airline Premises in excess of Airline's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by Underwriters Laboratories.
- 8.09 Frequency Protection. Should the Airline install any type of radio transceiver or other wireless communications equipment, Airline will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of the Airline's equipment. Should interference occur as a result of the Airline's installation, the Authority reserves the right to shut down the Airline's installation until appropriate remedies to the interference are made by the Airline. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at the Airline's expense.
- 8.10 Taxes. The Airline will bear, at its own expense, all costs of operating its Air Transportation Business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against the Airline's use and occupancy of its Airline Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by the Airline hereunder, whether levied against the Airline or the Authority. The Airline will pay any other taxes, fees, or assessments against its Airline Premises or leasehold estate created herein. The Airline will pay the taxes, fees, or assessments as reflected in a notice the Airline receives from the Authority or any taxing authority within thirty (30) days after the Airline's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority; provided, however, in case of any taxes, fees and assessments that are due to a party other than the Authority, but for which the Authority receives

the notice, the Authority shall provide such notice to the Airline within a reasonable period of the Authority's receipt thereof. Upon request of the Airline, the Authority will attempt to cause taxing authority to send the applicable tax bills directly to the Airline, and the Airline will remit payment directly to the taxing authority. If the Airline disputes any tax, fee, or assessment, the Airline will do so directly with the taxing authority in accordance with prescribed procedure and will so notify the Authority in writing.

- 8.11 Permits and Licenses. The Airline will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required by Applicable Laws in connection with the operation of its Air Transportation Business on its Airline Premises or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to the Authority upon request.
- 8.12 Vapor or Smoke. The Airline will not create nor permit to be caused or created upon its Airline Premises, the common use areas, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors.
- 8.13 Security Badging. Any Airline employee, or any employee of its contractors or agents, that requires unescorted access to the SIDA must be badged with an ID Media by Authority's ID Badging Department and will be subject to a CHRC and STA. A new or renewed ID Media will not be issued to an individual until the results of the CHRC and STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed ID Media application will be rejected. The costs of the CHRC and STA will be paid by the Airline. These costs are subject to change without notice, and the Airline will be responsible for paying any increase in the costs. The Authority reserves the right to collect all costs related to badging at the time badging service is provided. All badged employees of the Airline and its contractors or agents must comply with the Authority's regulations regarding the use and display of ID Media. The Authority reserves the right to require renewal of ID Media of the Airline's employees, contractors and/or agents at any time. If an Airline Party fails to comply with renewal requirements, as directed by the Authority, the existing ID Media privileges of that the Airline's Airline Party may be suspended.

In order to work on Airport property, an employee must have a valid and active ID Media allowing access to that employee's work area. Employees who have their ID Media privileges revoked or suspended may not be escorted on Airport property.

The Airline will be assessed liquidated damages of sixty dollars (\$60) for each ID Media that is lost, stolen, unaccounted for or not returned to the Authority at the time of ID Media expiration, employee termination, termination of this Agreement, or upon written request by the Authority. Such liquidated damages will be paid by the Airline within fifteen (15) days from the date of invoice. The amount of

liquidated damages for failure to return ID Media is subject to change by the CEO without notice, and the Airline will be responsible for paying any increase in the liquidated damages.

If any Airline employee is terminated or leaves the Airline's employment, the Authority must be notified immediately, and the ID Media must be returned to the Authority promptly.

- 8.14 Mail Deliveries to Airport. The Airline may obtain a U.S. Postal Service mailbox at the Airport at the Airline's sole expense. The Airline is solely responsible for keys issued by the Authority for the mailbox. In the event the Airline fails to return all keys at the termination of this Agreement, the Airline may be required by the Authority to rekey or replace the lock. Any cost incurred by the Authority in replacing the keys or rekeying the mailbox will be borne by the Airline.
- 8.15 Cooperation with State Inspector General. Airline shall comply with Section 20.055(5), Florida Statutes, cooperate with any investigation by the State Office of Inspector General, and must incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 9

MAINTENANCE AND REPAIR

- 9.01 General Obligations. The Authority will provide normal routine maintenance to the Airline Premises, including roof (structure and membrane), exterior, foundation, load bearing walls, mechanical, and electrical systems repairs and relamping and other structural elements of Authority-owned facilities. The Airline will, throughout the Term, assume responsibility for maintenance for all of its installed equipment and any Airline improvements. Unless otherwise specified in this Agreement, responsibilities of the Airline and the Authority for maintaining the Airline Premises will be as further defined in **Exhibit B, Maintenance Matrix of Obligations**, attached hereto and incorporated herein by reference.

All such maintenance, repair and replacements will be of quality equal to the condition of the Airline Premises at the commencement of the Term of this Agreement.

- 9.02 Reimbursement of Authority Made Repairs. Notwithstanding anything to the contrary in this Agreement, the Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Airline Premises by the Airline or Airline's Airline Parties. Should the Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, the Airline will pay all such costs and expenses incurred by the Authority, plus the Administrative Charge, within fifteen (15) days from the date of the invoice. Failure of the Airline to pay will be an Event of Default.

ARTICLE 10

IMPROVEMENTS AND ALTERATIONS BY AIRLINE

- 10.01 Structural Alterations. The Airline will make no structural alterations to its Airline Premises without the prior written consent of the Authority.
- 10.02 Alterations and Improvements to Airport. The Airline acknowledges that from time to time the Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Terminal Complex or the Airport that may temporarily affect the Airline's operations hereunder. The Airline agrees to accommodate the Authority in such matters, even though the Airline's activities may be inconvenienced, and the Airline agrees that no liability will attach to the Authority or any Indemnified Party by reason of such inconvenience or impairment.
- 10.03 Removal and Demolition. The Airline and its subcontractors will not remove or demolish, in whole or in part, any improvements upon its Airline Premises without the prior written consent of the Authority, which may, at its sole discretion, condition such consent upon the obligation of the Airline, at the Airline's cost, to replace the same by an improvement specified in such consent.
- 10.04 Approvals Extended to Architectural and Aesthetic Matters. Approval of the Authority to any improvements to the Airline Premises will extend to and include architectural and aesthetic matters. The Authority reserves the right to reject any design layouts or design proposals submitted by the Airline and to require the Airline to resubmit any such layouts or proposals at the Airline's expense until such design layouts and/or design proposals are deemed acceptable by Authority and subsequently approved in writing.
- 10.05 Display Locations. The Airline and its Airline Parties will not affix or attach any fixtures, display units or elements, signs, or other devices of any kind or nature to any wall, ceiling, floor, or other surface in the Airline Premises without the prior written approval of the Authority. The Airline's displays that are in place on the Effective Date are hereby approved by the Authority.
- 10.06 Ceiling. The Airline and its Airline Parties will not affix, attach, or suspend any lighting fixtures, signs, or other fixtures or devices of any kind or nature from the ceiling above any of its Airline Premises without the prior written approval of the Authority.
- 10.07 Airline Improvements. Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required any time the Airline performs or hires an outside contractor to perform any construction on or modification or alterations to its Airline Premises. The Airline will make no improvements or alterations whatsoever to the common use areas. The Airline will make no improvements or alterations whatsoever to its Airline Premises without the prior written approval of the Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or

delayed. Within thirty (30) days after receipt by the Authority of the Airline's plans and specifications for any construction on or modification or alterations to its Airline Premises, the Authority will inform the Airline that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

- 10.08 Construction and Installation Schedule. The Airline will submit a schedule depicting the estimated time required to complete each phase of the construction and installation of the displays and improvements called for in the final plans. All improvements and displays installed by the Airline in its Airline Premises will be of high quality, safe, and fire-resistant materials.

All plans and specifications for the improvements, displays and equipment constructed or installed by the Airline or any Airline Party will conform to all Applicable Laws. The Airline will obtain, at its own expense, all necessary building permits.

- 10.09 Conditions. If the Airline's request for approval to make improvements or alterations is granted by the Authority, the following conditions will apply:

- A. The Airline will obtain at the Airline's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other Applicable Laws of all appropriate Government Authorities.
- B. The Airline agrees that all construction will conform to the Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with the Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. The Airline agrees to hire only licensed contractors and subcontractors.
- D. The Airline covenants and agrees to pay all costs necessary to complete approved alterations or improvements. The Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by the Airline or were required by the Authority or any other Governmental Authority.
- E. The Airline agrees to be solely responsible for any damage to its Airline Premises, common use areas, or Airport property resulting from the Airline's construction of improvements or alterations.

- 10.10 Completion of Improvements. Within ninety (90) days of completion of any construction herein permitted, the Airline will cause to be prepared and delivered to the Authority record documents as required under the Tenant Work Permit process, including but not limited to, as-built plans, legal

descriptions, boundary surveys, and certified final cost of construction. The submission of record document electronic media will be in accordance with the Authority's Standard Procedure for computer aided design and drafting and drawings, as may be revised from time to time.

ARTICLE 11

TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed by the Airline upon its Airline Premises or common use areas, with or without consent of the Authority, including but not limited to, all heating and/or air conditioning, interior and exterior light fixtures, and the like that, under the laws of the State, are part of the realty, will become and be deemed to be the property of the Authority upon termination of this Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Airline Premises or common use areas, or at the Authority's sole option, the Authority may require the Airline to remove the improvements and restore the Airline Premises and common use areas to their original condition. Title to all personal property, furnishings, wireless access points and trade fixtures will be and remain with the Airline and will be removed from its Airline Premises and common use areas upon termination or expiration of this Agreement. The Airline will pay any costs associated with the restoration of its Airline Premises and common use areas to their original condition upon such removal.

ARTICLE 12

DEFAULT AND TERMINATION

12.01 Events of Default. The following events will be deemed events of default (each an "**Event of Default**") by the Airline:

- A. The failure or omission by the Airline to perform its obligations or make any payment to the Authority as and when due under this Agreement or the breach of any term, condition or covenant required herein.
- B. The failure or omission by the Airline to perform its obligations under the Resolution.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, the Resolution, or by any other agreement between the Authority and the Airline, and the Airline's failure to discontinue that business or those acts within thirty (30) days of receipt by Airline of Authority's written notice to cease said business or acts.
- D. The appointment of a trustee, custodian, or receiver of all or a substantial portion of the Airline's assets.

- E. The divestiture of the Airline's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- F. The insolvency of the Airline; or if the Airline will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by the Airline of a voluntary petition for bankruptcy protection or the institution of proceedings against the Airline for the adjudication of the Airline as bankrupt pursuant thereto.
- G. The Airline's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

12.02 Authority's Remedies. In the event of any of the foregoing Events of Default enumerated in this Article, and following thirty (30) days' notice by the Authority and the Airline's failure to cure, the Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate the Airline's rights under this Agreement and, in accordance with Applicable Laws, take possession of the Airline's Airline Premises. The Authority will not be deemed to have thereby accepted a surrender of its Airline Premises, and the Airline will remain liable for all payments and other sums due under this Agreement and for all damages suffered by the Authority because of the Airline's breach of any of the covenants of Agreement; or
- B. Treat this Agreement as remaining in existence, curing the Airline's default by performing or paying the obligation that the Airline has breached. In such event all sums paid or expenses incurred by the Authority directly or indirectly in curing the Airline's default, plus an Administrative Charge thereon, will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the rate of one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws; or
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Airline's Airline Premises, whereupon all rights and interest of the Airline in its Airline Premises and common use areas will end.

No waiver by the Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or non-compliance therewith, will be deemed or taken as a waiver at any time thereafter of the

same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by the Airline. No delay, failure, or omission of the Authority to re-enter the Airline's Airline Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Airline Premises. No notice by the Authority will be required to restore or revive time is of the essence hereof after waiver by the Authority or default in one or more instances. No option, right, power, remedy, or privilege of the Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, privileges, or remedies given to the Authority by this Agreement are cumulative and that the exercise of one right, power, option, privilege or remedy by the Authority will not impair its rights to any other right, power, option, privilege or remedy available under this Agreement or provided by Applicable Laws.

12.03 Continuing Responsibilities of Airline. Notwithstanding the occurrence of any Event of Default, the Airline will remain liable to the Authority for the prompt payment of all Rents due hereunder and for all preceding breaches of any covenant of this Agreement.

ARTICLE 13 DISCLAIMER OF LIENS

The Airline agrees not to encumber its Airline Premises indirectly or directly without prior written consent by the Authority and to keep the Airline Premises free from all encumbrances, including but not limited to, mortgages, pledges, liens (equitable or otherwise), charges, security interests or other claims of any nature.

The interest of the Authority in the Airline Premises and common use areas will not be subject to liens for any work, labor, materials or improvements made by or for the Airline to its Airline Premises, whether or not the same is made or done in accordance with an agreement between the Authority and the Airline, and it is specifically understood and agreed that in no event will the Authority or the interest of the Authority in the Airline Premises or common use areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for the Airline to its Airline Premises. The Airline is specifically prohibited from subjecting the Authority's interest in the Airline Premises or common use areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for the Airline or for any materials, improvements or work for which the Airline is responsible for payment. The Airline will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Airline Premises.

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Airline Premises or common use areas for any

work, labor or materials furnished to the Airline Premises, whether or not the same is made or done in accordance with an agreement between the Authority and the Airline, the Airline will cause any such lien to be discharged of record within thirty (30) days after notice of filing thereof by payment, bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to the Authority, security reasonably satisfactory to the Authority to secure payment of such lien, if requested by the Authority, while the Airline contests to conclusion the claim giving rise to such lien.

The Airline will furnish releases or waivers as may be required to satisfy the Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, the Authority may require the Airline, at the Airline's expense, to indemnify the Authority and its Indemnified Parties against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the attorney's fees and legal costs that could be incurred defending against such liens or claims. This obligation to indemnify and hold harmless will be construed separately and independently. It is the Parties' mutual intent that if this clause is found to be in conflict with Applicable Laws, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

ARTICLE 14 UTILITIES

- 14.01 Utility Infrastructure. During the Term of this Agreement, the Airline will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunications and data services at its Airline Premises.
- 14.02 Upgraded Utility Infrastructure. If the Airline requires utility infrastructure beyond what currently exists or is available to be extended to its Airline Premises' boundary, the Airline agrees to pay the full cost and expense associated with the upgrade and installation of all such utility infrastructure related to its use of the Airline Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or the Authority for maintaining such infrastructure.
- 14.03 Utility Services. The Airline agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunications and data services.
- 14.04 Cabling Infrastructure. The Authority owns and maintains the Airport's PWDS cable infrastructure supporting telephone and data transmission generated within, to and from the Airline Premises. The Airline may use the Authority's fiber optic cabling infrastructure for voice and data connectivity. The Airline will pay monthly fees as additional Rents, as established on an annual basis by the Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points used by the Airline. The Authority will provide

annual maintenance and any needed repairs for the fiber optic cable. Relocation of the fiber optic cable or additional strands of fiber will be at the Airline's expense. If the Airline installs electronic visual information display systems ("**EVIDS**"), the Airline will be required to use Authority's network and cabling infrastructure. Installation and ongoing maintenance of EVIDS will be at Airline's cost and may be performed by Authority or by an outside vendor approved by Authority, subject to a Tenant Work Permit.

- 14.05 Easement Rights Reserved to the Authority Regarding Utility Lines and Services. The Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Airline's Airline Premises and common use areas. When installing new lines or services, the Authority will protect any existing improvements and will avoid any unreasonable interference with the Airline's operations.

ARTICLE 15
INGRESS AND EGRESS

- 15.01 Use of Public Way. The Airline will have the right of ingress to and egress from the Airport, the Airline Premises, and the common use areas for the Airline's Airline Parties, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to Applicable Laws and the Authority's right to establish Authority Rules and Regulations and operating directives governing (A) the general public, including the Airline's customers, and (B) access to non-public areas at the Airport by the Airline's Airline Parties.
- 15.02 Methods of Ingress or Egress. The Authority may at any time temporarily or permanently close, re-route, consent to, or request the closing or re-routing of any method of ingress or egress on the Airport, so long as a substantially equivalent means of ingress and egress is concurrently made available to the Airline. The Airline hereby releases and discharges the Authority from any and all claims, demands, or causes of action that the Airline may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 16
INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to the Airline's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, the Airline will indemnify and hold harmless the Authority and each Indemnified Party from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by the Airline's or any Airline Party's:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement or the Resolution;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;

whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an Indemnified Party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of Authority or its members, officers, agents, employees and volunteers.

- B. In addition to the duty to indemnify and hold harmless, the Airline will have the separate and independent duty to defend the Authority and each Indemnified Party from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines or reasonable attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the Airline's or any Airline Party's:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement or the Resolution;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

whether it is caused in part by the Authority or an Indemnified Party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Airline by a party entitled to a defense hereunder. This indemnity obligation expressly applies, and shall be construed to include any, and all claims caused in part by negligence,

acts or omissions of the Authority or its members, officers, agents, employees and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the Airline agrees to the following: To the maximum extent permitted by Florida law, the Airline will indemnify and hold harmless the Authority and the Indemnified Parties from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Airline or any Airline Party in the performance of this Agreement.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other Applicable Laws, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Airline shall indemnify and hold harmless the State, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Airline and any Airline Party in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- F. The Airline's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against the Authority or any Indemnified Party its fully and finally barred by the applicable statute of limitations or repose.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority or any Indemnified Party may have under the doctrine of sovereign immunity under Applicable Laws.

- H. The Authority and each Indemnified Party reserves the right, at their option, to participate in the defense of any suit, without relieving the Airline of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any Applicable Laws, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 17
INSURANCE

17.01 Insurance Terms and Conditions. The Airline must maintain the following minimum limits and coverages uninterrupted or amended through the Term of this Agreement. In the event the Airline becomes in default of the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority and the Indemnified Parties are included as additional insureds.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Agreement.

17.02 Limits and Requirements.

A. Workers' Compensation/Employer's Liability Insurance. The minimum limits of insurance are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. Commercial General or Aviation/Airline Liability Insurance. The minimum limits of insurance covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection

with, ongoing operations performed by, or on behalf of, the Airline under this Agreement or the use or occupancy of Authority Premises by, or on behalf of, the Airline in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

<u>Aviation/Airline Liability:</u>	<u>Agreement Specific:</u>
Bodily & Personal Injury & Property Damage Liability	\$100,000,000 Combined Single Limit Each Occurrence & Aggregate
<u>Sublimits to be provided through the Aviation/Airline Liability or separate policy:</u>	
Personal Injury (non-passengers)	\$25,000,000 Each Occurrence

C. Liquor Liability Coverage. Liquor Liability Coverage will be maintained for any facility of the Airline that serves alcoholic beverages on the Airport in an amount not less than \$1,000,000 per occurrence.

D. Business Auto Liability Insurance. Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$5,000,000
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Provided, however, that all vehicles operating upon the AOA will be required to be insured for \$10,000,000.

E. Property Insurance – Contents. The Airline is responsible for insuring its own property, including any contents, improvements, or betterments. The Authority reserves the right to obtain copies of all insurance policies that may serve as a source of recovery for damages.

F. Cyber Liability & Data Storage. The Airline shall purchase and maintain Cyber Liability Insurance throughout the Term of this Agreement and such insurance will be maintained for a period of three years thereafter for services completed during the Term of this Agreement. Such insurance shall cover, at a minimum, the following:

Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally

identifiable information and personal health information caused by Airline, any of its subcontractors, or cloud service providers used by Airline;

Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;

Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;

Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;

Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the services provided by Airline to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;

First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;

Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other privacy breach involving personally identifiable information and personal health information; and

No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Event Management Expenses	\$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy

form with a Retroactive Date prior to the Effective Date, the Airline must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the Term of this Agreement.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention.

- 17.03 Waiver of Subrogation. The Airline, for itself and on behalf of its insurers, to the fullest extent permitted by Applicable Laws without voiding the insurance required by this Agreement, waives all rights against the Authority and any Indemnified Party for damages or loss to the extent covered and paid for by any insurance maintained by the Airline.
- 17.04 Conditions of Acceptance. The insurance maintained by the Airline must conform at all times with the Authority’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, in effect as of the date of this Agreement and as such Standard Procedure may be amended from time to time, and is posted on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

ARTICLE 18

SECURITY FOR PAYMENT

18.01 Payment Security Requirements.

- A. Unless the Airline has maintained an agreement similar to this Agreement with the Authority during the eighteen (18) months prior to the Effective Date without the occurrence of any failure to pay within sixty (60) days or more of the due date under such prior agreement, the Airline will provide the Authority on or before the Effective Date with acceptable Payment Security. The Airline will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which the Airline commits no default under this Agreement. Such Payment Security will be in a form and with a company acceptable to the Authority and licensed to do business in the State. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, the Airline will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least sixty (60) days prior to any cancellation. If such renewal or replacement Payment Security is not provided within thirty days prior to

cancellation, the Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.

- B. In the event the Authority is required to draw down or collect against the Airline's Payment Security for any reason, the Airline will, within fifteen (15) days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three (3) months' estimated Rents or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three (3) months' estimated Rents payable by the Airline pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by the Airline that would constitute an Event of Default under this Agreement, or upon the Airline's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, the Authority, by written notice to the Airline given at any time within ninety (90) days of the date such event becomes known to the Authority, may impose or re-impose the requirements of this Article upon the Airline. In such event, the Airline will provide the Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which the Airline commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.
- D. If the Airline fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. The Authority's rights under this Article will be in addition to all other rights and remedies provided to the Authority under this Agreement.

18.02 Satisfactory Performance. Subject to the provisions of the Payment Security Requirements Section above, the Payment Security will be returned within ninety (90) days following the expiration of the Term of this Agreement, subject to the satisfactory performance by the Airline of all terms, conditions, and covenants contained herein.

ARTICLE 19 PROPERTY DAMAGES

19.01 Partial Damage. In the event all or a portion of the Airline Premises is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable,

the Airline will give the Authority immediate notice thereof, and the Authority will make the repairs promptly, at its own cost and expense.

- 19.02 Extensive Damage. In the event damages as referenced in Section 19.01 are so extensive as to render all or a significant portion of the Airline Premises untenable, but capable of being repaired within 120 days, the Airline will give the Authority immediate notice thereof, and the Authority will make the repairs with due diligence, at its own cost and expense.
- 19.03 Complete Destruction. In the event the Airline Premises are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Airline Premises untenable, and the Airline Premises cannot be repaired within 120 days, the Airline will give the Authority immediate notice thereof, and the Authority will be under no obligation to repair, replace, and reconstruct the Airline Premises. In the event the Authority elects not to repair, replace, and reconstruct the Airline Premises, the Authority will not be required to grant alternative premises and this Agreement and the obligations of the Parties hereunder will terminate.
- 19.04 Abatement of Rents. In the event of extensive damage or complete destruction as referenced in Sections 19.02 and 19.03, the portion of the Rents attributable to untenable Airline Premises will abate from the date of casualty until such time as the Authority issues notice to the Airline that the untenable portion of the Airline Premises can be re-occupied. Notwithstanding the foregoing, in the event the Airline Premises are damaged or destroyed as a result of the act or omission of the Airline, including negligence, the Airline's Rents will not abate, and the Airline will be responsible for all costs to repair or rebuild that portion of the Airline Premises damaged or destroyed as a result of the Airline's act or omission.
- 19.05 Limits of the Authority's Obligations Defined. Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by the Airline, and any such redecoration, replacement, and refurbishing or re-equipping will be of equivalent quality to that originally installed hereunder. The Authority will not be responsible to the Airline for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Airline Premises regardless of cause of damage.
- 19.06 Waiver of Subrogation. To the extent such insurance permits, and then only to the extent collected or collectable by the Airline under its property insurance coverage, the Airline waives any and all claims against the Authority and the Indemnified Parties for loss or damage to property.

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

The Airline and each of its Airline Parties will at all times comply with all Applicable Laws, including the Resolution. The Airline and each of its Airline Parties will comply at all times with Authority Rules and Regulations.

ARTICLE 21

FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

ARTICLE 22

ENVIRONMENTAL

22.01 General Conditions. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of the Airline, the Airline hereby expressly covenants, warrants, and represents to Authority, in connection with the Airline's operations on its Airline Premises and at the Airport, the following:

- A. Airline is knowledgeable of and agrees to comply with all applicable Environmental Laws that apply to Airline's facilities or operations at its Airline Premises or the Airport. The Airline acknowledges that such Environmental Laws change from time to time, and the Airline agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of the Airline to indemnify and hold Authority harmless contained in this Agreement, to the maximum extent permitted by State law, the Airline agrees to indemnify and defend and hold harmless the Authority and all other Indemnified Parties from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) any violation by the Airline or any of its Airline Parties of such applicable Environmental Laws and for any non-compliance by the Airline or any of its Airline Parties with any permits issued to the Airline pursuant to such Environmental Laws, (ii) a presence or release of Hazardous Substances into the environment caused in whole or in part by the Airline or any of its Airline Parties at its Airline Premises or the Airport, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws, or the violation of any Environmental Laws due to the Airline's or its Airline Parties' management, control,

authorization, handling, possession, or use of Hazardous Substances at its Airline Premises or elsewhere at the Airport; (iii) any breach by the Airline of any of the requirements of this Article 22; (iv) the Airline's remediation or failure to remediate Hazardous Substances as required by this Agreement; which indemnity will include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against the Airline or its Airline Parties or against the Authority by reason of the Airline's or its Airline Parties' violation or non-compliance with Environmental Laws. The Airline's obligations hereunder will survive the termination of the Term of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof, except that, in the event that the Authority recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii) or (iv) above, the Authority may not recover the same funds from the Airline; and provided, further, that the foregoing indemnity obligations are subject to the provisions of paragraphs (C) and (D) of Article 16 to the extent applicable.

- C. The Airline agrees to cooperate with any investigation, audit, or inquiry by the Authority or any Governmental Authority regarding possible violation of any Environmental Law upon the Airline Premises or elsewhere at the Airport.
- D. The Airline agrees that all remedies of the Authority as provided herein with regard to violation of any Environmental Laws will be deemed cumulative in nature and will survive termination of this Agreement.
- E. The Airline agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to the Authority within twenty-four (24) hours of receipt by the Airline or the Airline's agent. In the event the Authority receives a notice of violation, notice of non-compliance, or other enforcement action of the nature described herein, it will promptly provide that notice to the Airline. Any violation or notice of violation or non-compliance with an Environmental Law that the Airline fails to rectify within the cure period established in the "Default and Termination" Article of this Agreement will be deemed an Event of Default under this Agreement.
- F. In entering this Agreement, the Authority expressly relies on the covenants, representations, and warranties of the Airline as stated herein.

22.02 Environmental Considerations.

- A. The Airline and its Airline Parties will not discharge or spill any Hazardous Substance into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airline Premises. In addition, neither the Airline nor any Airline Party will discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to the Authority and other Governmental Authorities having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, bays, and other bodies of water. The Airline's discharge, spill or introduction of any Hazardous Substance onto the Airline Premises or into any component of the Authority's sanitary or storm drainage systems will, if not remedied by the Airline with all due dispatch, at the sole discretion of the Authority, be deemed an Event of Default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve the Airline of or from liability for such discharge or spill.
- B. If the Airline is deemed to be a generator of hazardous waste, as defined by Applicable Laws, the Airline will obtain a generator identification number from the U.S. EPA and the appropriate generator permit and will comply with all Applicable Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with Applicable Laws.
- C. The Airline agrees to provide the Authority, within ten (10) days after the Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, safety data sheets and waste disposal manifests prepared or issued in connection with the Airline's use of the Airline Premises or operations at the Airport.
- D. At the end of the Term of this Agreement, the Airline will dispose of all solid and hazardous wastes and containers in compliance with all Applicable Laws. Copies of all waste manifests will be provided to the Authority at least thirty (30) days prior to the end of the Term of this Agreement.

22.03 Prior Environmental Impacts. Nothing in this Article will be construed to make the Airline liable in any way for any environmental impacts or release of Hazardous Substances affecting the Airline Premises that occurred prior to the Airline's entry upon the Airline Premises or that occurred as a result of the actions of the Authority or any of its employees, agents, or contractors.

22.04 Off-Site Environmental Impacts. Nothing in this Article will be construed to make the Airline liable in any way for any environmental impacts or release of Hazardous Substances affecting the Airline Premises that occurs by reason of the migration or flow to the Airline Premises from verifiable or documented off-site environmental impacts that is not attributable to the Airline's activities at the Airline Premises.

22.05 Petroleum Storage Systems.

- A. At the Airline's expense, the Airline will at all times comply with all Environmental Laws, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the EPC, as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. The Airline will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by the Airline, and the Airline will display the registration placard as required by law.
- B. The Airline will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a person who has completed an FAA-approved aircraft fueling training program. The Airline will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, the Airline will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. The Airline will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Airline Premises that may be adopted by the Authority. The Airline will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to the Authority.
- D. The Airline is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

22.06 Stormwater. Notwithstanding any other provisions or terms of this Agreement, the Airline acknowledges that certain properties within the Airline Premises or on Authority-owned land are subject to stormwater rules and regulations. The Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Airline Premises or the Airport, and, if applicable, the Airline hereby expressly covenants, warrants, and represents to the Authority, in connection with the Airline's operations on the Airline Premises, the following:

- A. The Airline is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. The Authority and the Airline both acknowledge that close cooperation is necessary to ensure compliance with any applicable stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. The Airline acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by the Airline by implementing and maintaining BMPs. The Airline will establish a BMP plan for the Airline Premises and submit a copy to the Authority.
- B. The Airline will be knowledgeable of any stormwater discharge permit requirements applicable to the Airline and with which the Airline will be obligated to comply. The submittal of a Notice of Intent will be made by the Airline to the FDEP, and a copy will be submitted to the Authority. The Airline is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, the Airline will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. The Airline agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Airline Premises, and the Airline agrees that it will hold harmless and indemnify the Authority for any violations or non-compliance with any such permit requirements.

22.07 Environmental Inspection at End of Agreement Term.

- A. At the Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term as provided herein, the Airline will conduct an environmental inspection and examination of the Airline Premises. At its discretion, the Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of the Airline or the Authority's inspection or if requested by the Authority, a

compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to the Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of the Airline. If a site assessment is conducted, the Airline agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. The Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Airline Premises have been impacted by the release of Hazardous Substances, the Airline will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to the Authority that the Airline will clean up the contamination at its own expense, at no expense to the Authority, and in accordance with Applicable Laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.

- B. During the period of a cleanup due to the environmental condition of the Airline Premises or common use areas, the Airline's obligations, including the payment of Rents, under the existing terms of this Agreement will continue in full force and effect, in addition to any other damages for which the Airline may be liable.
- C. The firm conducting cleanup work must be approved by the Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by Governmental Authority and must be reasonably acceptable to Authority.

ARTICLE 23
REPORTS AND AUDITS

23.01 Authority Right to Perform Audits, Inspections, or Attestation Engagements.

At any time or times during the Term of this Agreement or within three (3) years after the end of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Airline's records for the purpose of substantiating the accuracy of payments to Authority or Airline's compliance with other provisions of this Agreement. Free and unrestricted access will be granted to all of Airline's records directly pertinent to this Agreement for purposes of substantiating payments or compliance. If the records are maintained at locations other than the Airport, Airline will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. In the event Airline maintains the needed documentation in electronic format, upon request by Authority auditors, Airline will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement

to interview Airline's employees, subconsultants, and subcontractors, and to make photocopies of records as needed. If, as a result of any engagement, it is established that Airline owes additional fees or charges to Authority, Airline will pay such additional fees and charges and Authority may assess interest in accordance with Section 7.04.

Airline agrees to deliver or provide access to all records requested by Authority auditors within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00), in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Airline is late in submitting requested records to perform the engagement. Accrual of fee will continue until specific performance is accomplished. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Airline's failure to comply.

ARTICLE 24

AMERICANS WITH DISABILITIES ACT

The Airline will comply with the requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with the Authority concerning the same subject matter.

ARTICLE 25

NON-DISCRIMINATION

25.01 These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate this Agreement;
- B. Seek suspension/debarment of the Airline; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

25.02 Civil Rights – General – 49 USC § 47123. The Airline agrees to observe and comply with those requirements of the FAA set forth in **Exhibit C**, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time.

The Airline shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Airline transfers its obligation to another, the transferee is obligated in the same manner as the Airline.

This provision is in addition to that required of Title VI of the Civil Rights Act of 1964

ARTICLE 26
NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 27
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that the Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of the Airline or its subcontractors and without interference or hindrance.

ARTICLE 28
RIGHT OF ENTRY

The Authority will have the right to enter the Airline Premises for the purpose of periodic inspection of the Airline Premises from the standpoint of safety and health, and monitoring of the Airline's compliance with the terms of this Agreement; provided, however, that, except in the case of an emergency as determined by the Authority, Authority shall provide Airline with prior notice to the Station Manager (as defined in the Resolution), reasonable under the circumstances (which may be oral), of any entry onto Airline's Airline Premises.

ARTICLE 29
RIGHT OF FLIGHT

The Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by the Authority, including the Airline Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft,

now known or hereafter used, for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from or operating on the Airport.

The Airline expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Airline Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. The Airline further expressly agrees for itself, its successors and assigns, to prevent any use of the Airline Premises or common use areas that would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 30
GOVERNMENT INCLUSION

- 30.01 Subordination to Federal Agreements. This Agreement is subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon constituting the Airport. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Authority and the United States of America, or any of its agencies, relative to the operation and maintenance of the Airport, the terms and execution of which have been, or may be, required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity ("**Grant Assurances**"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.
- 30.02 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.
- 30.03 Security. The Airline and its Airline Parties must comply with (i) the provisions of the Authority's TSA-approved airport security plan for the Airport as from time to time existing, and (ii) applicable regulations of the TSA, as from time to time existing and (iii) security measures required of the Airline or the Authority by the FAA or TSA. If the Airline or any of its Airline Parties shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty or other damages being assessed against the Authority, then, in addition to any other terms of this Agreement, the Airline shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages, plus an Administrative Charge. This amount must be paid by the Airline within ten (10) days of written notice.

ARTICLE 31

SIGNS

- 31.01 Written Approval. Except with the prior written approval of the Authority, which shall not be unreasonably withheld, conditioned, or delayed, the Airline will not erect, maintain, or display any signs or any advertising at or on the Airline Premises or common use areas.
- 31.02 Removal. Upon the expiration or termination of this Agreement, the Airline will remove, obliterate or paint out, as the Authority may direct, any and all signs and advertising on the Airline Premises and common use areas and, in connection therewith, will restore the portion of the Airline Premises and common use areas affected by such signs or advertising to substantially the same conditions as existed at the commencement of the Term. In the event of failure on the part of the Airline to remove, obliterate, or paint out each and every sign or advertising and restore the Airline Premises and common use areas, the Authority may perform the necessary work, at the expense of the Airline, plus an Administrative Charge.

ARTICLE 32

ASSIGNMENT AND SUBLEASING

The Airline will not assign or sublease this Agreement without the prior written consent of the Authority. Such consent may be withheld at the sole discretion of the Authority. Any purported assignment or sublease of this Agreement without the prior written consent of the Authority shall be void *ab initio* and of no effect. If a sublease is approved, the Airline will be solely responsible for ensuring that its sublessee performs pursuant to and in compliance with the terms of this Agreement.

In no event will any approved assignment or sublease diminish the Authority's rights to enforce any and all provisions of this Agreement.

Before any assignment or sublease becomes effective, the assignee or sublessee will assume and agree by written instruments in form and substance satisfactory to the Authority to be bound by the terms and conditions of this Agreement during the remainder of the Term.

ARTICLE 33

AIRLINE TENANCY

The undersigned representative of the Airline hereby warrants and certifies to the Authority that the Airline is an organization in good standing in its state of registration, that it is authorized to do business in the State, and that the undersigned officer is authorized and empowered to bind the Airline to the terms of this Agreement by his or her signature thereto.

ARTICLE 34
CONDEMNATION

If the whole or any part of the Airline Premises is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting, and the Airline will have no claim whatsoever, including claims of apportionment, against the Authority either for the value of any unexpired Term of this Agreement or for the value of leasehold improvements. However, nothing in this provision will limit or destroy any right of the Airline to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 35
SURRENDER OF AIRLINE PREMISES

The Airline will surrender up and deliver the Airline Premises to the Authority upon the conclusion of the Term or earlier termination of this Agreement in the same condition as existed at the commencement of the Term, ordinary wear and tear excepted. Provided the Airline is not in default of this Agreement, the Airline will immediately remove all of its personal property from the Airline Premises and common use areas at the conclusion of the Term. Failure on the part of the Airline to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to the Authority for whatever disposition is deemed to be in the best interest of the Authority. Any costs incurred by the Authority in the disposition of such personal property will be borne by the Airline. If the Airline is in default of payment of any Rents, the Authority will have a lien for such Rents upon any property found upon the Airline Premises or common use areas in accordance with Florida Statutes and, in such event, the Airline will not remove any property from the Airline Premises or common use areas without written approval of the Authority.

ARTICLE 36
PERSONAL PROPERTY

Any personal property of the Airline or others placed in the Airline Premises or common use areas will be at the sole risk of the Airline, and the Authority will not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and the Airline hereby waives all rights of subrogation against or recovery from Authority for such loss or damage unless such damage or loss is the result of negligence or activity on the Airline Premises or common use areas by the Authority.

ARTICLE 37
APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

The Airline hereby waives any claim against the Authority and the Indemnified Parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 38
AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by the Authority, it is understood that the CEO, or a designee of the CEO, is hereby empowered to act on behalf of the Authority.

ARTICLE 39
INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 40
HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 41
NOTICES AND COMMUNICATIONS

All notices or communications whether to the Authority or to the Airline pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:

(MAIL DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622
Attn: Chief Executive Officer

Or

(HAND DELIVERY)

Hillsborough County Aviation Authority
5411 SkyCenter Dr.
Suite 500
Tampa, FL 33607
Attn: Chief Executive Officer

TO AIRLINE:

(MAIL DELIVERY)

Or

(HAND DELIVERY)

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 42

SUBORDINATION TO TRUST AGREEMENT

- A. This Agreement and all rights of the Airline hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by the Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement and Other Financing Documents made by the Authority authorizing the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness by the Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.
- B. The Authority shall notify the Airline in advance of any proposed amendments or supplements to the Trust Agreement and Other Financing Documents that would alter the terms and provisions of this Agreement or materially impact the levels of Rents paid by the Airline.
- C. With respect to Bonds, Subordinated Indebtedness and Other Indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income

of the holders of such Bonds, Subordinated Indebtedness and Other Indebtedness for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”) (collectively, “**Tax-Exempt Indebtedness**”), the Airline may not act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Airline Premises, if the act or failure to act may cause, in the sole judgment of the Authority, the Authority to be in noncompliance with the provisions of the Code, nor may the Airline take, or persist in, any action or omission which may cause the interest on the Tax-Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the “**AMT**”), to become subject to the AMT for Federal income tax purposes, and the Airline may not elect to take depreciation on any portion of the Airline Premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 43
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Airline Premises are located, for war or national emergency, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and the Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, the Airline's obligation to pay rent will cease; however, nothing herein will be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 44
RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

44.01 RADON GAS: In accordance with requirements of the State, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

44.02 OTHER PROPERTY CONDITIONS: Areas of Authority property are impacted by the past release of pollutants that are regulated by FDEP. This is the result of historical airport operations,

commercial and industrial activities that occurred prior to property acquisition, or naturally-occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels of contaminants to remain in place and run with the land subject to the implementation of required controls including but not limited to property use restrictions, activity and use limitations, institutional controls, or engineering controls. At Tampa International Airport, the Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for the Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to Tampa International Airport, the same protections and standards are generally applied at all Authority property including the general aviation airports.

As restoration projects are completed on Authority property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Authority property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations, and links to State radon protection maps and other property condition maps are posted on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Other Business Links – Radon Gas and Other Property Conditions.

ARTICLE 45

RELATIONSHIP OF THE PARTIES

The Airline is and will be deemed to be an independent contractor and operator responsible for its acts or omissions, and the Authority will in no way be responsible therefor.

ARTICLE 46

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF THE AIRLINE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AIRLINE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

To the extent required by Applicable Laws, the Airline agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by the Authority in order to perform the services contemplated by this Agreement.
- B. Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by Applicable Law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of the Term of this Agreement and following completion of the Term of this Agreement.
- D. Upon completion of the Term of this Agreement, keep and maintain public records required by the Authority to perform the services. The Airline shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

[The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document \(to the extent it exists\) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.](#)

ARTICLE 47
MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 48
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 49
INCORPORATION OF EXHIBITS

All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

ARTICLE 50
NO INDIVIDUAL LIABILITY

No Board member, officer, agent, director, or employee of the Authority shall be charged personally or held contractually liable by or to any other person under the terms or provisions of this Agreement or because of any breach thereof.

ARTICLE 51
AMENDMENTS

Except as specifically provided in this Agreement, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Airline and the Authority.

ARTICLE 52
COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 202_.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Gary W. Harrod, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202_, by Gary W. Harrod in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

[AIRLINE]

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

Print Name

[AIRLINE]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202_, by _____ as
(name of person)

_____ for _____
(type of authority) (name of party on behalf of whom instrument was executed)

(Signature of Notary Public – State of _____)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

(Type of Identification Produced)

MAINTENANCE MATRIX OF OBLIGATIONS

EXHIBIT _____

Space Rental Agreement Terminal / Airsides		
	Ticket Counters	Offices & Operations
Premises (subject to reasonable wear and tear)	Airline	Airline
Electrical System Repair & Maintenance	Authority	Authority
Exterior	Authority	Authority
Structural Elements of Building	Authority	Authority
Mechanical / HVAC	Authority	Authority
Relamping of Authority Installed Fixtures	Authority	Authority
Maintenance of Airline Installed Equipment	Airline	Airline
Disposal of Construction Garbage, Debris and Waste Materials	Airline	Airline
Loading Bridges / Authority Controlled	Authority	Authority
Preconditioned Air Systems / Authority Owned and Installed	Authority	Authority
Associated 400 Hertz Units / Authority Owned and Installed	Authority	Authority
Lightning Detection System	Authority	Authority
Fire Protection System including Minimum Required Fire Extinguishers	Authority	Authority
Airline Provided Additional Fire Extinguishers	Airline	Airline
Janitorial Service	Authority	Authority
Pest Control	Authority	Authority
Sewage Distribution	Authority	Authority
Sewage Fixtures	Authority	Authority
Water Distribution	Authority	Authority
Water Fixtures	Authority	Authority
Controlled Access Security System - Airline	Airline	Airline
Controlled Access Security System - Authority	Authority	Authority
Personal Property	Airline	Airline
Airline Installed Lighting	Airline	Airline
Signage	Authority	Authority
Ceiling Tiles	Authority	Authority
Weight Scales	Airline	Airline
Keys / Locks	Authority	Authority
Pedestrian Doors	Authority	Authority
LED Signs	Authority	Authority
Restroom Fixtures Exclusive to Tenant Premises / Toilets / Faucets	Authority	Authority
Trade Fixtures	Airline	Airline

Airline will pay for the cost of any maintenance performed by the Authority that is due to Airline, its assignees, or sublessee's negligence.



MONTH/YEAR

0965RE-0820 v2

Exhibit C

Federal Aviation Administration Required Provisions

- A. Civil Rights – General. The Authority and each Air Carrier operating at the Airport shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If an Air Carrier transfers its obligation to another, the transferee is obligated in the same manner as the Air Carrier.

This provision obligates Air Carriers for the period during which any property at the Airport is owned, used or possessed by the Air Carrier and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- B. Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.

1. Compliance with Regulations: Each Air Carrier operating at the Airport (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: Each Air Carrier, with regard to the work performed by it during the period it operates at the Airport, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Air Carriers will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by an Air Carrier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Air Carrier of the Air Carrier's obligations under this provision and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Air Carriers will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an Air Carrier is in the exclusive possession of another who fails or refuses to furnish the information, the Air Carrier will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of an Air Carrier's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Air Carrier under the Resolution or this Agreement until the Air Carrier complies; and/or
 - b. Cancelling, terminating, or suspending the Air Carrier's rights under the Resolution or this Agreement, in whole or in part.
6. Incorporation of Provisions: Each Air Carrier must include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Each Air Carrier will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if an Air Carrier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Air Carrier may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, an Air Carrier may request the United States to enter into the litigation to protect the interests of the United States.

C. Civil Rights – Title VI Clauses for Use/Access to Real Property.

1. Each Air Carrier for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that such Air Carrier will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities in Paragraph D below.

2. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the Air Carrier's rights under this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, each Air Carrier, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131

– 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Air Carrier must take reasonable steps to ensure that LEP persons have meaningful access to Air Carrier's programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Air Carrier from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

SAMPLE

Required Submittals





TAMPA INTERNATIONAL AIRPORT Company Contact Information

Company's Registered Name: _____

Please fill out the Company Contact Information Form in its entirety, including any fields you have previously provided to Tampa International Airport. Once complete, please email to: MSchuler@TampaAirport.com

LOCAL EMERGENCY/STATION MANAGER CONTACT				
Primary Contact Name:			Title:	
Cell:	Office:	Email:		
Local Address:		City:	State:	Zip:
Mailing Address:		City:	State:	Zip:
Secondary Contact Name:			Title:	
Cell:	Office:	Email:		

PROPERTIES/AIRPORT AFFAIRS CONTACT				
Name:			Title:	
Phone:		Email:		
Mailing Address:		City:	State:	Zip:
Country:				

CORPORATE CONTACTS				
AUTHORIZED REPRESENTATIVE FOR CONTRACT EXECUTION:				
Name:			Title:	
Mailing Address:		City:	State:	Zip:
Country:	Phone:	Email:		

FINANCING/BILLING CONTACTS				
BILLING CONTACT:				
Primary Contact Name:			Title:	
Mailing Address:		City:	State:	Zip:
Country:	Phone:	Email:		

INSURANCE CONTACT:				
Name:			Title:	
Mailing Address:		City:	State:	Zip:
Country:	Phone:	Email:		

Secondary Contact Name:			Title:	
Phone:		Email:		
Email Address for Electronic Invoices:				
NOTE: E-Invoices will be sent from RECEIVABLES@TAMPAAIRPORT.COM				

LEGAL COUNSEL CONTACT:				
Primary Name:			Title:	
Firm Name:				
Mailing Address:		City:	State:	Zip:
Country:	Phone:	Email:		

REPORTING FORMS TO BE COMPLETED BY:				
Name:			Title:	
Company Name:				
Mailing Address:		City:	State:	Zip:
Country:	Phone:	Email:		

ENVIRONMENTAL CONTACT:				
Name:			Title:	
Mailing Address:		City:	State:	Zip:
Phone:	Email:			

TAX BILLS CONTACT:				
Name:			Title:	
Mailing Address:		City:	State:	Zip:
Country:	Phone:	Email:		

Form completed by the following Company representative:				
Name:		Title:		

Phone:	Email:	Date completed:
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HILLSBOROUGH COUNTY AVIATION AUTHORITY INSURANCE CERTIFICATE REQUIREMENTS CHECKLIST

Prior to submitting your Insurance Certificate(s), please review it carefully as it relates to the following:

FORM

- The insurance information is submitted on an ACORD form or its equivalent.
- Each type of insurance coverage required in the Agreement is listed on the form.
- The limits for each type of insurance coverage required are at least the minimums required in the Agreement.

NAMED INSURED

- The named insured must be identical to the company's name as stated in the Agreement.

ADDITIONAL INSURED

- Hillsborough County Aviation Authority, members of the Authority's officers, agents, volunteers and employees are named as additional insured on all applicable coverage.
- Waiver of Subrogation in favor of Hillsborough County Aviation Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees applies to all policies.
- The section entitled "Description of Operations / Locations / Vehicles / Exclusions Added By Endorsement / Special Provisions" specifies to which policy(s) the additional insured language applies.

GENERAL LIABILITY

- The section entitled "General Liability, General Aggregate Limit Applies Per", the "Project" box or "Location" box (whichever is applicable) is checked.
- The section entitled "Description of Operations/Locations, the Project or Location (whichever is applicable) is specific to the insured's operation at Tampa International Airport, i.e. it states the "[Title of Agreement] between Hillsborough County Aviation Authority and [Name of Company]."
- The insurance certificate reflects whether the policy is 'claims made' or 'occurrence'.

AUTOMOBILE LIABILITY

- The Automobile liability includes coverage for all "owned, hired and non-owned" vehicles. If the company does not own vehicles, provide a letter on company letterhead stating that the company does not own any vehicles. Coverage must still be provided for "hired and non-owned" vehicles.

DEDUCTIBLES/SELF INSURED RETENTIONS

- The certificate reflects the amount of any deductible or self-insured retention; if there is none, it states "no deductible or SIR."

CERTIFICATE HOLDER

- Hillsborough County Aviation Authority
Attn: Chief Executive Officer
Tampa International Airport
P. O. Box 22287
Tampa, FL 33622

Please direct any questions regarding these requirements to:

Chris M. Reyes, Risk Management
Phone 813-676-4224
Email: CReyes@TampaAirport.com

PAYMENT SECURITY

The following are examples of payment security documents for Airlines operating under the Resolution.

Airlines must use one of these templates for payment security.

Hillsborough County Aviation Authority
P. O. Box 22287
Tampa FL 33622-2287

Irrevocable Standby Letter of Credit No. _____
For Faithful Performance and Payment Security

We hereby open our Irrevocable Standby Letter of Credit in your favor, for the account of _____ (Name) in the aggregate of \$ _____ United States dollars _____ (Amount) available by payment of your draft(s) at sight drawn on ourselves when accompanied by the following document (s):

Statement, purportedly signed by the beneficiary, reading as follows:

We hereby certify that _____ (Company Name) has failed to fulfill their obligations as agreed to in the Airline Rates, Fees, and Charges Resolution (Resolution) at Tampa International Airport with the Hillsborough County Aviation Authority.

Draft(s) drawn under this Irrevocable Standby Letter of Credit must state on their face "drawn under _____ Irrevocable Standby Letter of Credit Number _____ dated _____."

"We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this Irrevocable Standby Letter of Credit shall be duly honored if presented together with document(s) as specified and the original of this Irrevocable Standby Letter of Credit, at our office located at _____ on or before _____."

This Irrevocable Standby Letter of Credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590. If a conflict between the International Standby Practices 1998 and Florida law should arise, Chapter 675, Article 5 of Florida Statutes shall prevail. Otherwise, Florida law governs this Irrevocable Standby Letter of Credit.

Sincerely,

Authorized Signature
Bank Representative

COMMON LAW BOND

COMMON LAW BOND NO. _____

STATE OF _____

COUNTY OF _____

BY THIS BOND, [Insert Company Name Here] whose principal business address is [Insert Address Here], business phone number is [Insert Phone Number], as Principal (Company), and [Insurance Company Name], whose principal business address is [Insert Address Here], business phone number is [Insert Phone Number] as Surety (Surety), are held and firmly bound to the Hillsborough County Aviation Authority, whose principal business address is P.O. Box 22287, Tampa, Florida 33622, business phone number is (813) 870-8700, as Obligee (Authority), in the amount of [Insert amount in text here (U.S.) (\$_____)] for the payment of which Company and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, joint and severally, as provided herein.

WHEREAS, said Company is required under the terms of the October 1, 2020 Tampa International Airport Airline Rates, Fees, and Charges Resolution (Resolution) to perform in accordance with the Resolution. The Resolution is incorporated by reference into this Common Law Bond (Bond).

It is the condition of this Bond that if the Company performs its obligations under the Resolution, then the Surety's obligations under this Bond are null and void; otherwise the Surety's obligations will remain in full force and effect.

The Company will perform, carry out and abide by all the terms, conditions and provisions of the Resolution and perform in accordance with the Resolution. If the Company fails to perform its obligations under the Resolution, it will be the duty of the Surety to promptly assume responsibility for the Principal's performance of the Resolution, including but not limited to amounts owed to Authority by Company under the Resolution. The Surety must and does hereby agree to indemnify the Authority and hold it harmless of, from and against any liability, loss, cost, damage, expense, attorney fees, including appellate proceedings, or other professional services which the Authority may incur or which may accrue or be imposed upon the Authority by reason of any negligence, default, breach or misconduct on the part of the Company, Company's agents, servants, subcontractors, or employees, in, about, or on account of the performance of the Resolution. Surety will be required to repay and reimburse the Authority, promptly upon demand, all sums of money including, but not limited to, attorney or other professional fees

reasonably paid out or expended by the Authority on account of the failure or refusal of the Company to carry out, perform, or comply with any of the terms, conditions or provisions of the Resolution.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of the Resolution, including any Amendments, will not affect the obligation of the Surety under this Bond.

Signed and sealed this ___ day of _____, 20__.

COMPANY MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE COMPANY WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

(Affix Company's Corporate Seal)

Name of Company

By: _____
(Signature)

Type Name and Title Below: _____

Address: _____

Telephone Number Fax Number

(Affix Surety's Corporate Seal)

Name of Company

By: _____ By: _____
Attorney in Fact for Surety (Signature) Florida Licensed Agent (Signature)

Type name of Attorney in Fact: _____ Type name of Fla. Licensed Agent: _____

Attorney in Fact Address: _____ License Number: _____

Agent Address: _____

Telephone No.: _____ Fax No. _____ Telephone No.: _____ Fax No. _____

(ATTACH "SURETY'S BOND AFFIDAVIT" ON COPY OF FORM BOUND IN THESE SPECIFICATIONS)
(ATTACH "POWER OF ATTORNEY" FOR SURETY COMPANY REPRESENTATIVE)

PAYMENT SECURITY

The following are examples of payment security templates to be used for all agreements that are outside of the Rates by Resolution.

Airlines must use one of these templates for payment security.

Hillsborough County Aviation Authority
P. O. Box 22287
Tampa FL 33622-2287

Letter of Credit No. _____

We hereby open our Irrevocable Standby Letter of Credit in your favor, for the account of _____ (Name) in the aggregate of \$ _____ United States dollars _____ (Amount) available by payment of your draft(s) at sight drawn on ourselves when accompanied by the following document (s):

Statement, purportedly signed by the beneficiary, reading as follows:

We hereby certify that _____ (Name) has failed to fulfill their obligation as agreed to in their contract for _____ (Contract Description) at Tampa International Airport with the Hillsborough County Aviation Authority dated _____.

Draft (s) drawn under this credit must state on their face "drawn under _____ Irrevocable Standby Letter of Credit Number _____ dated _____.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with document(s) as specified and the original of this credit, at our office located at _____ on or before _____.

This letter of credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590. If a conflict between the International Standby Practices 1998 and Florida law should arise, Chapter 675 Article 5 of Florida Statutes shall prevail. Otherwise, Florida law governs this Standby Letter of Credit.

Sincerely,

Authorized Signature
Bank Representative

TO: Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, FL 33622-2287

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____,
(hereinafter called Principal) and _____ as surety (hereinafter called
Surety), are firmly bound unto the Hillsborough County Aviation Authority in the sum of _____
dollars (\$_____.00), well and truly to be made, the principal and
surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas, the Principal desires to provide its financial responsibility for the payment of all fees and
charges owed as a result of Principal's operations at Tampa International Airport in accordance with
principal's Agreement with the Hillsborough County Aviation Authority.

NOW, THEREFORE, if the Principal shall pay or cause to be paid all fees and charges required
under the Agreement with the Authority which it shall be obligated to pay as a result of operations at Tampa
International Airport, then this obligation shall be void after the expiration of the term for security of payment
as provided in the Agreement, otherwise to remain in full force and effect.

The Principal or Surety may at any time terminate this bond by sixty (60) days' written notice to the
Chief Executive Officer, Hillsborough County Aviation Authority, Tampa International Airport, P. O. Box
22287, Tampa, Florida 33622.

IN WITNESS WHEREOF the Principal and Surety have executed this instrument on the ____ day
of _____, _____. This bond is effective the ____ day of _____, _____.

(Seal)

PRINCIPAL

By: _____
Print Name: _____
Title: _____

(Seal)

SURETY

By: _____
Print Name: _____
Title: _____
Address: _____
Phone: _____

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u> S250.04 </u></p> <p>Effective: <u> 12/11/08 </u></p> <p>Revised: <u> 02/23/23 </u></p> <p>Page: <u> 1 </u> of <u> 4 </u></p>
<p>SUBJECT: CONTRACTUAL SECURITY DEPOSITS</p>	

PURPOSE: To establish procedures for contractual security deposits.

GENERAL: The Authority has established contractual security deposit requirements for tenants and operators (Company) conducting business with the Authority.

PROCEDURES:

A. Contractual Security Deposit Language:

The Company is to provide payment security for rents, fees, and charges in either of the following three forms prior to commencing operations and is to maintain the security during the term of the agreement:

1. A separate surety bond in an amount equal to three months' rents, fees and charges payable to the Authority. The bond must be in a form acceptable to the Authority and issued by a surety company acceptable to the Authority and authorized to do business in the State of Florida; or
2. A separate irrevocable letter of credit (LOC) in an amount equal to three months' rents, fees and charges, drawn in favor of the Authority. The LOC must be in a form acceptable to the Authority and issued by a financial institution acceptable to the Authority and authorized to do business in the State of Florida; or
3. A security deposit of \$5,000 or less may be accepted in cash.

B. Waiver of Requirement:

The requirement to provide a security deposit may be waived if the amount of the deposit is equal to or less than \$5,000. However, the decision to waive the security deposit will be made by the appropriate Executive Vice President, Vice President, or contracting department director.

C. Initial Security:

The contract manager is responsible for obtaining the initial security document and reviewing it for content (e.g. amount, company's name, effective date, contract

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description). The original security document is stored in the Records and Information Center then scanned and transmitted to Enterprise Risk Management. Enterprise Risk Management will review the security document as to form and, if needed, a copy of the security document will be sent to Legal Affairs for review and approval. Enterprise Risk Management will contact the surety company or financial institution to verify that the security document is legitimate, then initial and date a copy of the security document and file it in Enterprise Risk Management's electronic files. Enterprise Risk Management will e-mail the contract manager the results of the verification and notify the contract manager if the security document is incorrect or not acceptable. Any further contact with the Company will be made by the contract manager.

The Contract Manager will ensure that the original security document is in the Records and Information Center and a copy is emailed to the PROPworks Specialist for the responsible contracting department. The PROPworks Specialist will associate the security document to the appropriate agreement in PROPworks. Records and Information Center will file the original security document in a locked cabinet and place a scanned copy into the electronic records management system.

D. Security Renewals:

1. At least thirty days prior to the security document expiration, the PROPworks Specialist in the responsible contracting department will determine the security deposit requirement for the next year based on the average monthly rents, fees and charges billed for the prior 12 months times three months or the current rate for three months' rents, fees and charges. The PROPworks Specialist will send the contract manager the security deposit requirements and backup documentation for review. The contract manager will review the backup documentation and notify the PROPworks Specialist by e-mail that the new amounts have been approved.

2. At least twenty-one days prior to the security document expiration, the contract manager will send a letter to the Company, with copy to Enterprise Risk Management, requesting the security document be extended, the amount increased or decreased, as necessary, and an explanation for the change. The letter will also request the new security documentation be sent to the attention of the Records and Information Center. Once the security document is received, the Records and Information Center will ensure a copy is sent to the contract manager and Enterprise

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Risk Management. Enterprise Risk Management will review the security document as to form and contact the issuing financial institution to verify that the security document is legitimate. Enterprise Risk Management will then initial and date a copy of the security document and file the copy in Enterprise Risk Management’s electronic files. If issues exist with the form of the security document, a copy will be sent to Legal Affairs, as needed, for review. Enterprise Risk Management will e-mail the contract manager the results of the verification of the security document. Further contact with the Company will be made by the contracting department.

- a. The PROPworks Specialist will associate the security document to the appropriate agreement in PROPworks.
 - b. Contract Management will ensure that the original document is in the Records and Information Center. Records and Information Center will scan and place the electronic image in the Authority’s electronic records management system. The original document is filed in a locked fireproof cabinet. If a Company provides a rider or a continuation certificate, it is filed with the original security document in the Records and Information Center.
3. If the security document or continuation certificate is not received within seven days of expiration, the contract manager will contact the Company.

E. Satisfactory Performance:

The security document must be kept current at all times during the agreement term. Any release of liability under the security document is conditioned on the satisfactory performance of all terms, conditions, and covenants contained in the agreement.

Some agreements requiring security deposits state that, upon completion of 18 consecutive months under the agreement and subject to the satisfactory performance by the Company of all terms, conditions, and covenants, the Company may request that the security deposit be returned. At the Company’s request, the appropriate department director or designee will review the Company’s payment history and determine, at his or her discretion, if the security deposit will be returned. If it is determined that the Company has performed in accordance with the terms of the agreement, the department director will request in writing

STANDARD PROCEDURE

Aviation Authority

SUBJECT: CONTRACTUAL SECURITY
DEPOSITS

Number: S250.04

Effective: 12/11/08

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to the Records and Information Center the release of the security document. The contracting department will return the security document to the issuing institution with a copy of the transmittal to the Company, the PROPworks Specialist, Records and Information Center, and Enterprise Risk Management.

APPROVED: Joe Lopano

DATE: 02/23/23

I.T. Services



INTERNET TECHNOLOGY

For more information about Tampa International Airport's VoIP Telephony and Data Services, contact:

Mark Peterson
Senior Manager of Enterprise Network Services,
Information Technology Services
Email: MPeterson@TampaAirport.com
P: (813) 801-6044

Shared Tenant Services Agreement

This Agreement is made as of _____, 20____, between the Hillsborough County Aviation Authority (Authority), a public body corporate existing under the laws of the State of Florida, and _____ (Company), a/an _____ conducting business at Tampa International Airport (TPA).

1. Agreement

The Authority agrees to deliver, install, rent and maintain telecommunications, data and wireless 802.11 systems, equipment and services to Company as set forth herein on Exhibit A, Service Order, as may be modified from time to time by the execution of supplemental Service Orders. These services may include voice connectivity throughout the premises as well as public switched telephone network access, long distance, data connectivity throughout the premises, and Internet access and wireless data connectivity. All services and/or equipment provided over the Premises Wiring Distribution System (PWDS) or through the Shared Tenant Services (STS) program are subject to the terms and conditions listed in this Agreement. Company agrees to abide by all provisions of the Shared Tenant Services and Premises Wiring Distribution System Operating Directive and the Information Security – Shared Tenant Services Operating Directive, Exhibits D and E, respectively, as amended from time to time.

2. Exhibits

The attached exhibits are a part of this Agreement:

Exhibit A	Service Order
Exhibit B	Authorized Agent
Exhibit C	Company Contact Information Sheet
Exhibit D	Shared Tenant Services and Premises Wiring Distribution System Operating Directive
Exhibit E	Information Security – Shared Tenant Services Operating Directive
Exhibit F	Company Acceptance

3. Installation

- a. Authority will install the phone, data systems, and services (STS System) ordered by Company in the locations specified by Company on Exhibit A.
- b. Authority will not be responsible for removal of any equipment from Company's existing telephone or data system.
- c. Company is required to comply with the STS private Internet Protocol (IP) addressing scheme. Details and exceptions to this addressing scheme will be coordinated with the Authority's STS Representative.
- d. Company is responsible for notifying and coordinating the termination of legacy telecommunication services.

4. Force Majeure

The Authority's performance under this Agreement will be excused to the extent and for the time compliance is beyond the Authority's reasonable control for reasons that include but are not limited to: strikes; work stoppage; fire; water; wind; acts of God; disruption in service for any cause; storms; lightning; delays by suppliers and subcontractors; delays of power company; delays of the local exchange company, interexchange carrier, or any other carrier; governmental action; or any Company nonperformance such as (i) non-payment or (ii) failure to execute Exhibit F, Company Acceptance.

5. **Term and Acceptance**

This Agreement will be effective upon execution by Company and Authority. The term of this Agreement shall commence on the date specified on Exhibit F as the commencement date and shall continue for one year. If Company is not in default under this Agreement, the Agreement will automatically renew for additional one-year periods, unless the Company exercises the 60 day cancellation requirement. Agreement renewals are subject to an annual pricing amendment. The Company shall be deemed to have accepted the STS System for all purposes of this Agreement, including the payment of charges and fees hereunder, with the Company's execution of Exhibit F hereto. The date of execution of Exhibit F will be the commencement date under this Agreement. The Company will execute Exhibit F upon the Authority's completion of installation and pre-operational testing and first connection of the equipment to the network in a manner permitting calls or data transmission to be made through the STS System.

6. **Rates and Charges**

- a. Any changes to rates and charges reflected on Exhibit A attached hereto will be adjusted at each Agreement renewal date. Authority will provide Company notification of any change to rates and charges at least 60 days prior to the Agreement renewal date.
- b. Additional fees may be applicable to monthly billings, including, but not limited to: Local, State, Federal, Florida Public Service Commission (FPSC), FCC, and all other government agency taxes, tariffs, and fees that are currently in place or that may be added or removed in the future.
- c. The Company is responsible for all initial installation, configuration, and other service charges related to the PWDS and STS program. In addition, relocations requested by Company and other service modifications may result in additional charges for which Company is responsible. Labor may also be charged for service interruptions caused by Company or Company staff and other Company representatives in cases where the Terms and Conditions herein described and other regulations and operating directives regarding PWDS and STS usage are not followed.
- d. Payment for all invoices is due fifteen (15) days from the invoice date. Delinquent payments may be subject to a service charge on the outstanding balance until paid and may result in the termination of service after 30 days.
- e. Should Authority equipment or infrastructure be damaged, lost, or stolen while under the care of the Company, full reimbursement may be assessed including labor charges. The Company will return any Authority devices upon installation of replacement devices or service termination. Infrastructure includes, but is not limited to: cabling, conduit, telephones, station jack outlets, and Authority network devices.
- f. The Authority retains ownership of all Authority or subcontractor installed infrastructure on Authority owned premises even after service has been disconnected.
- g. Requests for disconnections on STS or PWDS circuits should be coordinated directly with the Authority via the Help Desk. There are no specific charges to disconnect STS or PWDS services; however, if the disconnection occurs within the initial term of the Agreement, the Company will be held responsible for STS charges until the end of the initial Agreement term. The Company will be required to contact any third party service provider used by Company to order disconnect service extended by the PWDS on-site.
- h. Company shall pay all taxes of whatever character that may be levied or charged with regard to Company's utilization of the PWDS and/or STS System.
- i. Authority may waive or reduce the rates and charges at any time in accordance with promotional or customer service initiatives.

7. **Cancellation**

- a. After paying the first twelve (12) monthly payments under this Agreement, including twelve (12) months of payments for any additions, the Company may cancel this Agreement by giving sixty (60) days written notice to the Authority.

- b. In the event the Authority cancels Company's underlying lease agreement, this Agreement will also be cancelled.

8. **Training**

Authority will periodically make available to employees of Company hands-on instruction and training in the use of the STS System.

9. **Maintenance and Standards of Service**

- a. Authority will maintain the equipment and services ordered by Company in good repair and will provide the necessary parts and labor to maintain the STS System.
- b. Authority will conduct scheduled routine system maintenance between the hours of 12:30 a.m. and 4:00 a.m. Forty-eight hours notice will be provided to Company prior to any scheduled routine system maintenance.
- c. Company will report any equipment or system problems to the Authority's Help Desk.
- d. Authority will respond to equipment or system problems during Help Desk operational hours within 30 minutes. Any after-hours support will be handled on a case-by-case basis.
- e. Authority's duty to maintain the STS System excludes:
 - 1) any service in connection with maintenance or repair of equipment caused by negligence, theft, unexplained loss or abuse;
 - 2) installation of equipment, items, material or software by Company or third parties;
 - 3) failures or changes resulting from local exchange company, local power company or from other transmission providers; and
 - 4) repair or alteration of equipment or software by anyone other than Authority.

Repairs or replacement necessitated by any of the excepted causes reflected in subsections 1-4 above will be performed by Authority and invoiced to Company at the Authority's then prevailing rates.

- f. Operational hours of the STS System and PWDS will be 24 hours a day, 7 days a week, 365 days a year, with the exception of scheduled maintenance. It is the responsibility of the Authority to maintain the staff and service contracts necessary to achieve the highest possible service availability for STS and PWDS.
- g. Service availability is measured by "unanticipated downtime" which is defined as service unavailability due to system failure or configuration error under the responsibility of the Authority. It is the goal of the Authority to provide 99.5% system availability time. Planned outages for maintenance and upgrade purposes agreed to in advance will not be included in this calculation.
- h. The total time of STS System and PWDS "unanticipated downtime" will be measured by the Authority over each calendar month. Incidents will be logged and tracked by the Authority and reports will be available to Company upon request.
- i. All service, relocations, adds, and changes to the STS System and PWDS will be performed through the Authority during normal business hours. Company will not make any changes or modifications to hardware that is a part of the STS System or PWDS without the prior approval of the Authority and will pay for all costs associated in making any approved changes or modifications made for the exclusive benefit of Company. All requests for quotations, changes, modifications, or repairs will be made through the Authority's Help Desk. Under no circumstances will Company contact any vendor for the purpose of making changes, modifications, or repairs to the STS System or PWDS hardware or related services.

THIS AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE AUTHORITY DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

10. USE OF STS SYSTEM, ALTERATIONS AND INSPECTIONS

- a. Company will use the STS System solely for airport related business purposes. Company may only use the STS System at the location set forth in Exhibit A and only for the business purposes associated with that location. Company's use of the STS System will conform with all applicable Authority, federal, state and local laws and rules.
- b. Authority will have the right to inspect the STS System at all reasonable times during Company's normal business hours.
- c. Any additional equipment (fax machines, headsets, etc.) not identified on the Service Order and used on, or in connection with, the STS System will be acquired, installed and maintained by Company at Company's expense and risk. Notification to the Authority is required prior to said installation. Fees may be assessed by the Authority for installation assistance.
- d. By using any services offered through the PWDS and STS System, Company grants the Authority permission to monitor voice or data traffic to ensure the proper functioning of all services and compliance with this Agreement or as required by law. Logging of calls will occur for billing purposes and to maintain the security and integrity of the network. Logging and storage of voice or data traffic will not take place, with the exception of phone calls involving the Authority Help Desk for the purposes of providing better support and customer service. The Company is responsible for advising all employees of this policy and obtaining their consent to be monitored and possibly recorded. Records of long distance calls will be maintained for billing purposes.

11. INDEMNIFICATION AND LIABILITY

To the fullest extent permitted by law, Company agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees, and officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including but not limited to reasonable attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Airport; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities or operations of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend the Authority, its agents, employees, and officers, from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to reasonable attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of the ultimate liability of Company, Authority, and any indemnified party. The duty to defend arises immediately upon the presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement.

Company agrees and affirms that STS System and PWDS usage are provided on an "as-is" basis, without express or implied warranty of any kind. Company further agrees that it will not make or join any claim or action against the Authority, its employees, agents, or officers, for any injury, damage or breach of any law or regulation which may result directly or indirectly from Company's use of the STS System or the PWDS.

Company agrees that it will not seek damages, including, but not limited to, direct, special, consequential, incidental or punitive damages, including, without limitation, lost profits or fines or penalties paid or incurred, which may result in connection with the Company's use of the STS System or the PWDS for any reason, including negligence, strict liability, or intentional acts, even if the Authority has received prior notification of the possibility of such damages.

12. RETURN OF SYSTEM

Upon termination of this Agreement, excepting equipment covered under a renewal agreement, the Company will make the equipment available for removal which will be accomplished in a careful and reasonable fashion by the Authority. The equipment will be returned to the Authority in the same condition as originally installed, ordinary wear and tear excepted, or the Company will pay for the restoration of the equipment to such condition. The Authority will not be obligated to restore the premises to its original condition. If the Company does not return the equipment or make it available for removal by the Authority, then in addition to the remedies in this Agreement, the Authority has available to it all other remedies available at law or in equity. All obligations of the Company under this Agreement will remain in full force and effect until the equipment is returned to the Authority.

Any non-Authority owned equipment abandoned by Company will become the property of the Authority.

13. DEFAULT AND TERMINATION

a. Events of Default

The following events shall be deemed events of default by Company.

- 1) The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- 2) The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between the Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.
- 3) The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- 4) The insolvency of Company; or if Company shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- 5) Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

b. Authority's Remedies

In the event of any of the foregoing events of default, and following 30 days notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law:

- 1) Terminate Company's rights under Agreement and Company shall remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of Agreement; or
- 2) Treat Agreement as remaining in existence, cure Company's default by performing or paying the obligation which Company has breached, and all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default shall become immediately due and payable. Authority reserves the right to charge Company interest thereon from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or twelve percent (12%) per annum, whichever is greater, to the maximum extent permitted by law; or
- 3) Declare this Agreement to be terminated, ended, null and void.

c. Continuing Responsibilities of Company

- 1) Notwithstanding the occurrence of any event of default, Company shall remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company shall remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement or until this Agreement is canceled by Company pursuant to Section 7.
- 2) No pursuit of any remedy herein provided constitutes a forfeiture or waiver of any payments or other moneys due to Authority hereunder, or of any damages accruing to Authority by reason of the violation of any of the terms, provisions, and covenants herein contained. Authority's acceptance of payments or other moneys following any event of default hereunder shall not be construed as Authority's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by Authority of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by Authority to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any such remedy.

d. Company's Remedies

Upon providing written notice to the Authority, Company may terminate this Agreement and all of its obligations hereunder if Company is not in default in the payment of any payments or other charges to Authority, and only upon or after the inability of Company to use the contracted STS services for seven consecutive days as a result of actions by the Authority or other governmental authority.

14. **APPLICABLE LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Hillsborough County, Florida.

15. **ASSIGNMENT**

The Company will not assign this Agreement without the Authority's written consent. No assignment or transfer of any sort will relieve the Company of its obligations hereunder.

16. **COMPANY AUTHORIZED AGENTS**

- a. Company authorized agents are to be assigned and documented on Exhibit B of this Agreement to act as representatives for the Company when communicating with the Authority on matters relating to the PWDS and STS System. All formal Authority communications will take place with the Company authorized agents.
- b. Only the designated Company authorized agents may order changes to existing services, order new services, or request cancellations.

- c. Company authorized agents will be the only individuals who may request access to Authority communications rooms, though they may designate other individuals to enter upon identification being reviewed and with the presence of an Authority representative.
- d. Company is required to ensure that the list of Company authorized agents on file with the Authority is current.

17. NOTICES

All Notices, demands and other communications regarding this Agreement will be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice by either party. Notice given pursuant to this Section 17 will be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

For the Authority:

Manager, Shared Tenant Services
 Hillsborough County Aviation Authority
 P. O. Box 22287
 Tampa, FL 33622

For the Company:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

COMPANY

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tenant	Rate
Voice Over IP Service with DID	\$ 17.40
Cisco 7841 4-Line Display Phone – Instrument	\$ 5.12
Cisco 7821 2-Line Display Phone – Instrument	\$ 3.60
Cisco 3905 Single Line Phone - Instrument	\$ 2.36
Cisco 6901 Basic Single Line Phone Instrument	\$ 0.53
Cisco 8831 Conference Phone Instrument	\$ 19.08
Expansion Module	\$ 5.62
Analog Circuit with DID	\$ 17.40
IP Credit Card Circuit (Requires a VoIP Phone & Line)	\$ 3.15
Auto Attendant, Single Layer	\$ 40.95
Auto Attendant, Each Additional Layer	\$ 19.95
Long Distance - Interstate	\$ 0.027
Long Distance - Intrastate (Ask about no-charge extended local calling area)	\$ 0.041
Long Distance - International	Inquire
Dedicated Internet Bandwidth, 256k (Includes 1 Port Charge)	\$ 40.95
Dedicated Internet Bandwidth, 512k (Includes 1 Port Charge)	\$ 64.05
Dedicated Internet Bandwidth, 768k (Includes 1 Port Charge)	\$ 88.20
Dedicated Internet Bandwidth, 1 Mbps (Includes 1 Port Charge)	\$ 111.30
Dedicated Internet Bandwidth, 1.5 Mbps (T1 Equivalent) (Includes 1 Port Charge)	\$ 158.55
Dedicated Internet Bandwidth, 3.0 Mbps (Includes 1 Port Charge)	\$ 300.30
Dedicated Internet Bandwidth, 4.5 Mbps (Includes 1 Port Charge)	\$ 442.05
Dedicated Internet Bandwidth, 6.0 Mbps (Includes 1 Port Charge)	\$ 583.80
Dedicated Internet Bandwidth, 10 Mbps (Includes 1 Port Charge)	\$ 693.00
Dedicated Internet Bandwidth, 20 Mbps (Includes 1 Port Charge)	\$ 834.75
Dedicated Internet Bandwidth, 30 Mbps (Includes 1 Port Charge)	\$ 1,359.75
Dedicated Internet Bandwidth, 40 Mbps (Includes 1 Port Charge)	\$ 1,722.00
Dedicated Internet Bandwidth, 50 Mbps (Includes 1 Port Charge)	\$ 2,063.25
Port Charge, Month	\$ 16.80
Additional Public IP Address	\$ 21.00
vLAN, Point to Point within the Campus, Month	\$ 31.50
WiFi / WAP, Month	\$ 31.50
SSID, Month	\$ 52.50
VLAN Initial Setup, Hourly	\$ 61.00
VLAN Port Setup, Hourly	\$ 34.00
Dark Fiber per strand per 0-1000 ft. continuous segment including 2 terminations	\$ 27.71
Dark Fiber per strand per 0-2000 ft. continuous segment including 2 terminations	\$ 30.53
Dark Fiber per strand per 0-3000 ft. continuous segment including 2 terminations	\$ 33.37
Dark Fiber per strand per 0-4000 ft. continuous segment including 2 terminations	\$ 36.19
Electronic Visual Information Display System (Flight Information) First Monitor	\$ 105.00
Electronic Visual Information Display System (Flight Information) Second Monitor	\$ 52.50
Moves, Adds, Changes; Hourly	\$ 59.00



Deliverable Options

Accept	Decline	Services
<input type="checkbox"/>	<input type="checkbox"/>	Cisco 7945G – 2 Line Color Display with 1 DID
<input type="checkbox"/>	<input type="checkbox"/>	Cisco 7965G – 6 Line Color Display with 1 DID
<input type="checkbox"/>	<input type="checkbox"/>	Cisco 7965G – 6 Line Color Display with Expansion Module
<input type="checkbox"/>	<input type="checkbox"/>	Cisco 7937G Conference Phone with 1 DID
<input type="checkbox"/>	<input type="checkbox"/>	Additional Phone Line, Each (DID) No Instrument
<input type="checkbox"/>	<input type="checkbox"/>	Additional Instrument
<input type="checkbox"/>	<input type="checkbox"/>	Analog Circuit
<input type="checkbox"/>	<input type="checkbox"/>	White Pages - 411 Listing
<input type="checkbox"/>	<input type="checkbox"/>	Long Distance - Interstate
<input type="checkbox"/>	<input type="checkbox"/>	Long Distance - Intrastate
<input type="checkbox"/>	<input type="checkbox"/>	Long Distance - International
<input type="checkbox"/>	<input type="checkbox"/>	Dedicated Internet Bandwidth, 256k (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Dedicated Internet Bandwidth, 512k (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Dedicated Internet Bandwidth, 768k (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Dedicated Internet Bandwidth, 1 Mbps (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Dedicated Internet Bandwidth, 1.5 Mbps (T1 Equivalent) (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Dedicated Internet Bandwidth, 3.0 Mbps (T1x2 Equivalent) (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Dedicated Internet Bandwidth, 4.5 Mbps (T1x3 Equivalent) (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Dedicated Internet Bandwidth, 6.0 Mbps (T1x3 Equivalent) (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Shared Internet Bandwidth, 10Mbbs (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Shared Internet Bandwidth, 20Mbbs (Includes 1 Port Charge)
<input type="checkbox"/>	<input type="checkbox"/>	Port Charge, Month
<input type="checkbox"/>	<input type="checkbox"/>	vLAN, Point to Point within the Campus, Month
<input type="checkbox"/>	<input type="checkbox"/>	WiFi / WAP, Month
<input type="checkbox"/>	<input type="checkbox"/>	SSID, Month
<input type="checkbox"/>	<input type="checkbox"/>	VLAN Initial Setup, Hourly
<input type="checkbox"/>	<input type="checkbox"/>	VLAN Port Setup, Hourly
<input type="checkbox"/>	<input type="checkbox"/>	Dark Fiber per strand per 1000 feet
<input type="checkbox"/>	<input type="checkbox"/>	Fiber Terminations
<input type="checkbox"/>	<input type="checkbox"/>	Electronic Visual Information Display System (Flight Information) First Monitor
<input type="checkbox"/>	<input type="checkbox"/>	Electronic Visual Information Display System (Flight Information) Second Monitor
<input type="checkbox"/>	<input type="checkbox"/>	Other

Authorized Signature:

Company: _____
 Printed Name Signature Date

I hereby warrant that I am authorized to act on Company's behalf, and that pursuant to such authority, I am authorized to execute this Service Order.

Approved by:

Authority: Damian Brooke
 Printed Name Signature Date

OPERATING DIRECTIVE

Aviation Authority

Number: D271.00.01

Effective: 05/05/10

Revised: 03/04/20

Page: 1 of 3

Subject: Information Security – Shared Tenant Services

PURPOSE: To identify information security responsibilities of the Authority, tenants who participate in Shared Tenant Services (STS), their employees and third parties who act on their behalf.

GENERAL: Although the Authority is concerned with the protection of STS network communications, the Authority does not take responsibility for the security of information transmitted over the STS network and the Authority does not assume any responsibility to monitor or police STS network activities.

PROCEDURE:

- A. The Authority will provide technology support for STS.
- B. The Authority reserves the right to monitor and log activity on its network.
- C. The Authority does not assume responsibility for the security of voice or data communications, both internal and external, to Tampa International Airport (the Airport) over the Premises Wiring Distribution System (cabling) or through STS. The tenant assumes full responsibility for the security of its data that traverses any part of the cabling. The cabling exists purely as a means to transport data between devices. The tenant is to use voice and data services responsibly and in a manner that is not disruptive to other voice or data service users. All communications are to be of a lawful nature and germane to the business that the tenant conducts requiring a presence at the Airport. The Authority reserves the right to suspend and/or cancel service to the tenant if the tenant is found or is suspected to be engaged in behavior that adversely affects the Authority, Authority tenants and/or other STS users. Such behavior includes, but is not limited to:
 1. Attacking or attempting to gain unauthorized access to servers and services that belong to the Authority, its customers, or its business partners (i.e., computer hacking).
 2. Behavior that adversely affects the Authority network or other tenants participating in STS access to the Authority network.

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Effective: 05/05/10

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Subject: Information Security – Shared Tenant Services

3. Performing any activity that could cause the loss, corruption of, or prevention of rightful access to data or degradation of the network performance.
4. The use of materials that contain any malware or other computer programming routines that may damage, interfere with, intercept or expropriate any network or data, including personal information and credit card information.
5. Any illegal activity as defined by federal, state and local laws and regulations, or content that may be damaging to any Authority infrastructure or to tenants participating in STS.
6. Conducting unauthorized business activities such as, but not limited to, running a spam server or gambling site.
7. Attempts to modify or remove Authority equipment, software, or peripherals without proper authorization.
8. Infringement on any copyright, trademark, patent, or other intellectual property.
9. Attempts to subvert the security of any Authority network or other network or network resources such as, but not limited to, network scanning, password cracking, or security hole scanning.
10. Use of another tenant's or Authority employee's access for any reason unless explicitly authorized.
11. Unauthorized access of any kind to any network device, server, or other tenant's site information.
12. Forging by any method in order to gain access or disrupt service to the Authority or any other tenant participating in STS.

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Subject: Information Security – Shared Tenant
Services

If inappropriate activity is detected by the Authority, all accounts of the tenant in question may be deactivated until an investigation is complete. Prior notification of deactivation to the tenant being investigated is not assured.

APPROVED: Michael Stephens

DATE: 03/04/20

OPERATING DIRECTIVE

Aviation Authority

Number: D342.00.05

Effective: 11/01/87

Revised: 06/30/22

Page: 1 of 7

SUBJECT: Utilization of Authority
Controlled Gates, Hardstands,
Ticket Counter, and Related
Facilities On A Per Use Basis

PURPOSE: To establish procedures for airlines and airline service companies to request and utilize the Authority's controlled aircraft gates, hardstands, ticket counters, and related facilities on a per-use basis.

PROCEDURES:

A. Facilities:

The Authority makes available the gates, hardstands, ticket counters, and related facilities according to needs and at the discretion of the Authority.

1. Facilities for new entrant and scheduled flights are assigned by the Real Estate Department in coordination with Airport Operations.
2. Facilities for non-scheduled flights and daily overflow and additional needs of scheduled carriers are assigned by Terminal Operations.

For daily unscheduled gate and ticket counter requests, air carriers or their designee should contact Airport Operations at (813) 870-8770 for per-use coordination.

B. Fees:

The fees associated with the use of Authority aircraft gates, hardstands, ticket counters, and related facilities are delineated in Standard Procedure S800.02 and may be adjusted from time to time in order to cover the Authority's cost to provide such facilities.

C. Request and Assignment of Gates:

1. All advance gate scheduling requests must comply with the following guidelines:
 - a. Be submitted in writing via electronic mail to Terminal Operations.
 - b. All air carriers should submit their flight schedule for the following month by the 15th of each month.

OPERATING DIRECTIVE

Aviation Authority

Number: D342.00.05

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SUBJECT: Utilization of Authority
Controlled Gates, Hardstands,
Ticket Counter, and Related
Facilities On A Per Use Basis

- c. Schedule requests should highlight the number of Authority gates and hardstands that will be needed.
 - d. Once all schedules are received, Terminal Operations will review needs and assign per-use gates or hardstands based on the following factors:
 - i. Arrival time.
 - ii. Departure time next morning.
 - iii. Red Eye arrivals.
 - iv. Time between first and last morning departure.
 - v. Once an air carrier receives approval from Terminal Operations on per-use gate assignments, the air carrier will be responsible for submitting their reservations into AeroCloud for the following month.
 - vi. Day of operational impacts will be handled on a case-by-case basis and availability of resources at the discretion of Terminal Operations.
 - e. Amended requests for gate scheduling will be submitted in writing by the requesting air carrier to Terminal Operations via electronic mail.
 - f. The Authority has the final discretion on all per-use gates and hardstand assignments.
2. Conditional authorization is assumed to be granted unless otherwise notified by Terminal Operations, and is conditioned upon the occurrence of no unforeseen circumstance that would prohibit the requesting air carrier's use, such as the facility being out of service or a change in the requesting air carrier's flight arrival time creating a conflict with another previously scheduled flight. A flight with higher priority may also supersede conditional authorization up until the day of the flight.

If a change is necessary after conditional authorization is granted, Terminal Operations will notify the affected air carrier in a timely manner.

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SUBJECT: Utilization of Authority
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3. Unscheduled requests for Authority gates or hardstand parking positions received on the day of a particular flight will be handled in accordance with the following guidelines:
 - a. Availability of facilities, resources, and other gates.
 - b. Order of assigned priorities as specified in paragraph C(4) below.
 - c. Operational limitations or restrictions due to inclement weather, Irregular Operations (IROP) events, construction activities, airport emergencies, etc.
 - d. Time of operation.
 - e. Review, discretion, and approval of request by Terminal Operations in accordance with paragraph C(1)d above and other mitigating factors.
 - f. The air carrier assigned a gate or hardstand position is responsible for updating AeroCloud.

4. To maximize efficient utilization of facilities when facility demand exceeds capacity, the following will apply in order of priority:
 - a. International flights requiring Federal Inspection Services (FIS) facilities.
 - b. International flights (wide body aircraft).
 - c. International flights not requiring FIS facilities.
 - d. Domestic flights.
 - e. Flights not requiring use of a loading bridge.

5. Late arriving aircraft that conflict with a scheduled flight may be required to do the following:
 - a. Utilize another gate.
 - b. Wait until the gate is available.
 - c. Deplane passengers and relocate to another gate.

In the event two scheduled flights arrive late, that flight that is closest to its scheduled time will generally have priority. However, Terminal Operations will

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<table border="0" style="width: 100%;"> <tr> <td style="width: 15%; vertical-align: top;">SUBJECT:</td> <td>Utilization of Authority Controlled Gates, Hardstands, Ticket Counter, and Related Facilities On A Per Use Basis</td> </tr> </table>		SUBJECT:	Utilization of Authority Controlled Gates, Hardstands, Ticket Counter, and Related Facilities On A Per Use Basis
SUBJECT:	Utilization of Authority Controlled Gates, Hardstands, Ticket Counter, and Related Facilities On A Per Use Basis		

make the final determination concerning such conflicts and will endeavor to do so in a reasonable, consistent manner that will best serve the interests of all parties involved.

If facility demand exceeds capacity, the Authority may at its sole discretion arrange for the use of gates, hardstands, and facilities controlled by other airlines or authorize requesting air carriers to make their own arrangements with another signatory airline.

D. Passenger Loading Bridges, Ground Power Units, and Preconditioned Air:

No person will be permitted to operate loading bridges, ground power units, or cabin air units without proper, advance training. Prior to initial operations, air carriers will request training through the Airport Maintenance Department by calling (813) 870-8740. Thereafter, it will be the responsibility of each airline and company to train its own personnel in the use of such equipment, and, upon request by the Authority, promptly submit written proof of the successful completion of such training for all personnel who operate the equipment. Use of such equipment must also comply with criteria outlined in the TPA Ground Operations Manual (GOM).

E. Aprons and Positioning of Ground Service Equipment (GSE):

1. The use of the gates, hardstands, and apron area will be in common with all other authorized users. The parking of aircraft and associated ground equipment will be in a manner that will not impede gate utilization, common access, or egress routes.
2. Unless otherwise authorized in writing by the Authority, GSE owned or used by any company will only be permitted on the apron for active use or servicing of the aircraft while positioned on the gate and hardstand. Positioning of such equipment must not interfere with adjacent gates or other airline operations and must be removed from the gate area immediately after use.

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SUBJECT: Utilization of Authority
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3. New entrant ground equipment parking assignments must be requested through the Real Estate Department in conjunction with Terminal Operations.

F. Request and Assignment of Ticket Counter:

The per use ticket counter, associated conveyer system, and baggage make-up area will be made available on a per-use basis by request to the Vice President of Real Estate to those airlines and airline service companies that are authorized to operate at the Airport by the Authority.

The ticket counter positions are generally allotted as follows:

1. Four common use positions for narrow body aircraft.
2. Eight common use for wide body aircraft.

The use of the Authority's per-use ticket counter will be on a non-exclusive basis. Users will have access to the ticket counter for a reasonable amount of time necessary to check-in passengers for the requested flight.

When facility demand exceeds capacity, the following will apply in order of priority:

1. Wide body International Passenger Check-in.
2. Narrow body International Passenger Check-in.
3. Domestic Passenger Check-in.

Unless prior permission is obtained from the Authority, all airlines and airline service company equipment, supplies, and materials must be removed from the facility at the completion of the flight operation.

G. Keys:

Air carriers and airline service companies having been approved to use the Authority's facilities may request keys to these facilities through the Real Estate Department, who will complete a maintenance work order request.

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H. Telephones:

The Authority has installed common use telephones at the hold room podiums. The telephones are restricted to local calls and are to be used for business purposes only.

I. Security:

The user of the Authority's controlled gates and related facilities is responsible for complying with Transportation Security Administration Regulations and the Airport Security Program, as mandated by the Airport Security Plan. Any compliance failures resulting in a fine shall be the responsibility of the air carrier utilizing the facilities.

J. Maintenance of Facilities:

Users are responsible for utilizing the facilities in a safe, sanitary, and responsible manner, and will remove all foreign object debris (FOD) from the aircraft aprons after each use. Users will promptly report malfunctions or damage to the Authority and provide reimbursement to the Authority for the repair and replacement of any damaged property caused by the improper use or neglect of the facilities. All maintenance discrepancies will be immediately reported to the Authority's Maintenance Department or the Airport Operations Center (AOC) at (813) 870-8770.

K. Coordination and Use of Federal Inspection Services (FIS) Facilities

Airlines are responsible for contacting U.S. Customs and Border Protection (CBP) for approval to conduct international flights. Access to the FIS area must be approved by CBP and will be coordinated with Terminal Operations.

L. Reports:

In the monthly activity report, airlines and airline service companies utilizing Authority's controlled facilities will be required to report facility usage to the Finance Department. The Finance Department will invoice the airlines on a monthly basis for the use of the facilities. Airlines will pay such invoice within ten days after receipt of such invoice.

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SUBJECT: Utilization of Authority
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Facilities On A Per Use Basis

M. Coordination and Use of the International Club Room:

The International Club Room located at Airside F will be made available on a per-use basis to those airlines and airline service companies that are authorized to operate at the Airport by the Authority. Preference will be given to international carriers on a per-use basis by request to the Vice President of Real Estate.

The use of the International Club Room will be non-exclusive. Users will have access to the International Club Room on a per-use basis at a fixed charge for the first four-hour rental period with additional usage charged per hour.

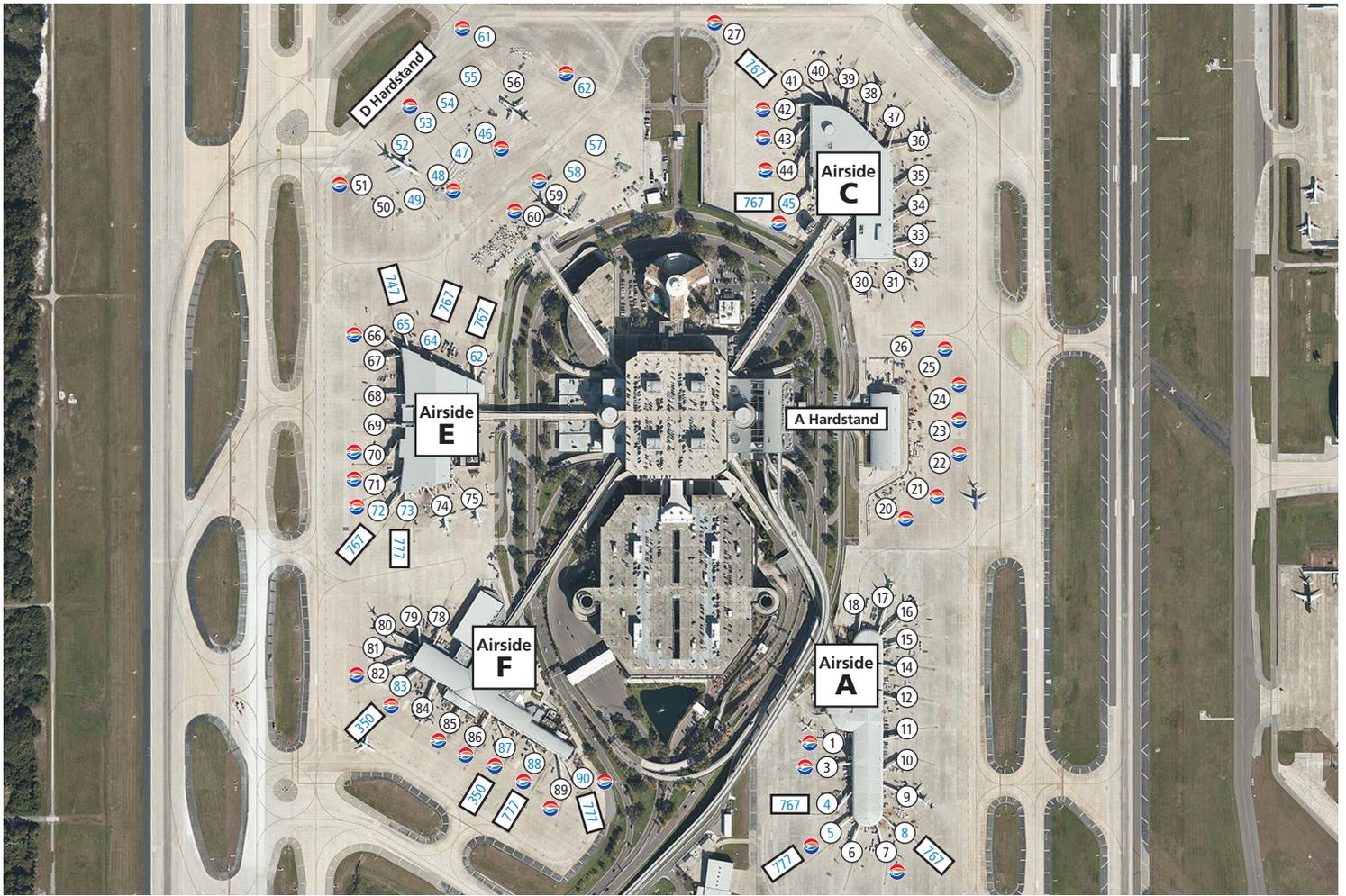
Users will be responsible for providing all food, beverages, other consumables, glassware, and supplies necessary in preparing the International Club Room prior to use and for clean-up after use. The Authority will provide basic janitorial service and facility maintenance. Users are responsible for utilizing the facilities in a safe, sanitary, and responsible manner. Users will promptly report maintenance issues or damage to the Authority, and will reimburse the Authority for the repair and replacement of any damaged property caused by the improper use or neglect of the facilities.

APPROVED: Michael Stephens

DATE: 6/30/22

Gate Tool





HARDSTAND GATES & PARKING

TYPICALLY ASSIGNED

TPA COMMON USE GATES & PARKING			
A	① ③ ⑤ ⑦	C	④② ④③ ④④ ④⑤
E	⑥⑥ ⑦⑦ ⑦① ⑦②	F	⑧② ⑧③ ⑧⑤ ⑧⑥ ⑧⑦ ⑧⑧ ⑧⑨ ⑧⑩

38 Leased Gates

20 Common Use Gates

8 A-Sort Common Use Hardstands

17 D Common Use Hardstands

7 Common Use **East Air Cargo** Hardstands

11 Irregular Operations Parking Locations

FIS GATES	WIDE BODY GATES			
F	A	C	E	F
⑦⑧ ⑧③ ⑧⑤ ⑧⑦ ⑧⑧ ⑧⑨	④ ⑤ ⑧	④⑤	⑥② ⑥④ ⑥⑤ ⑦② ⑦③	⑧③ ⑧⑦ ⑧⑧ ⑧⑩

WIDE BODY TYPES
A350 A340 A330 B787 B777 B767 B757 B747

AIRLINE	AIRSIDE/GATE
Air Canada (AC)	E72
Avelo Airlines (XP)	C43
Alaska Airlines (AS)	C42-43
American Airlines (AA)	F78-81, F84
British Airways (BA)	F88, F90
Breeze Airways (MX)	C44-45
Cayman (KX)	F88
Copa (CM)	F85
Delta Air Lines (DL)	E62-67, E69, E70
Discover (4Y)	F87
Edelweiss (WK)	F90
Frontier (F9)	E71, E73-75
GlobalX (G6)	F90
JetBlue (B6)	A10-12
Lynx Air (Y9)	E70
Porter Airlines (P3)	F85
Silver Airways (3M)	A1, A3
Southwest (WN)	C30-41, F83
Spirit (NK)	A14-18
Sun Country (SY)	C42
Swift (Invicta) (WQ)	F87
United Airlines (UA)	A3-9
Virgin Atlantic (VS)	F88
WestJet (WS)	F86