

Tampa International Airport Ground Handlers Guidebook





INTRODUCTION FOR NEW GROUND HANDLERS

Prepared by:

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Hillsborough County Aviation Authority
Tampa International Airport
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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.

Tampa International Airport

Ground Handlers Guidebook

Quick Links

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- TPA Contacts
- TPA Website Information
- Sample Operating Agreement
- Reporting Forms
- Sample Space Rental Agreement
- Required Submittals
- I.T. Services
- Gate Tool

Introduction





Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

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Welcome to our newest business partner!

Hillsborough County
Aviation Authority
P.O. Box 22287
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phone/ 813-870-8700
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TampaAirport.com

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
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Peter O. Knight Airport
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The Hillsborough County Aviation Authority: Structure

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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
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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):		
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Narrow Body:	\$92.50	\$88.00
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CARGO AIRCRAFT PARKING APRON FEE (For each 2 hours per 24 hour period):		
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12,501 lbs. to 220,000 lbs. CMGLW	\$60.90	\$58.00
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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



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>
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OTHER PER USE FEES (HCAA)	FEE	
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HCAA International Club Room:	\$105.00/ 4-hour period	\$100.00/ 4-hour period
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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

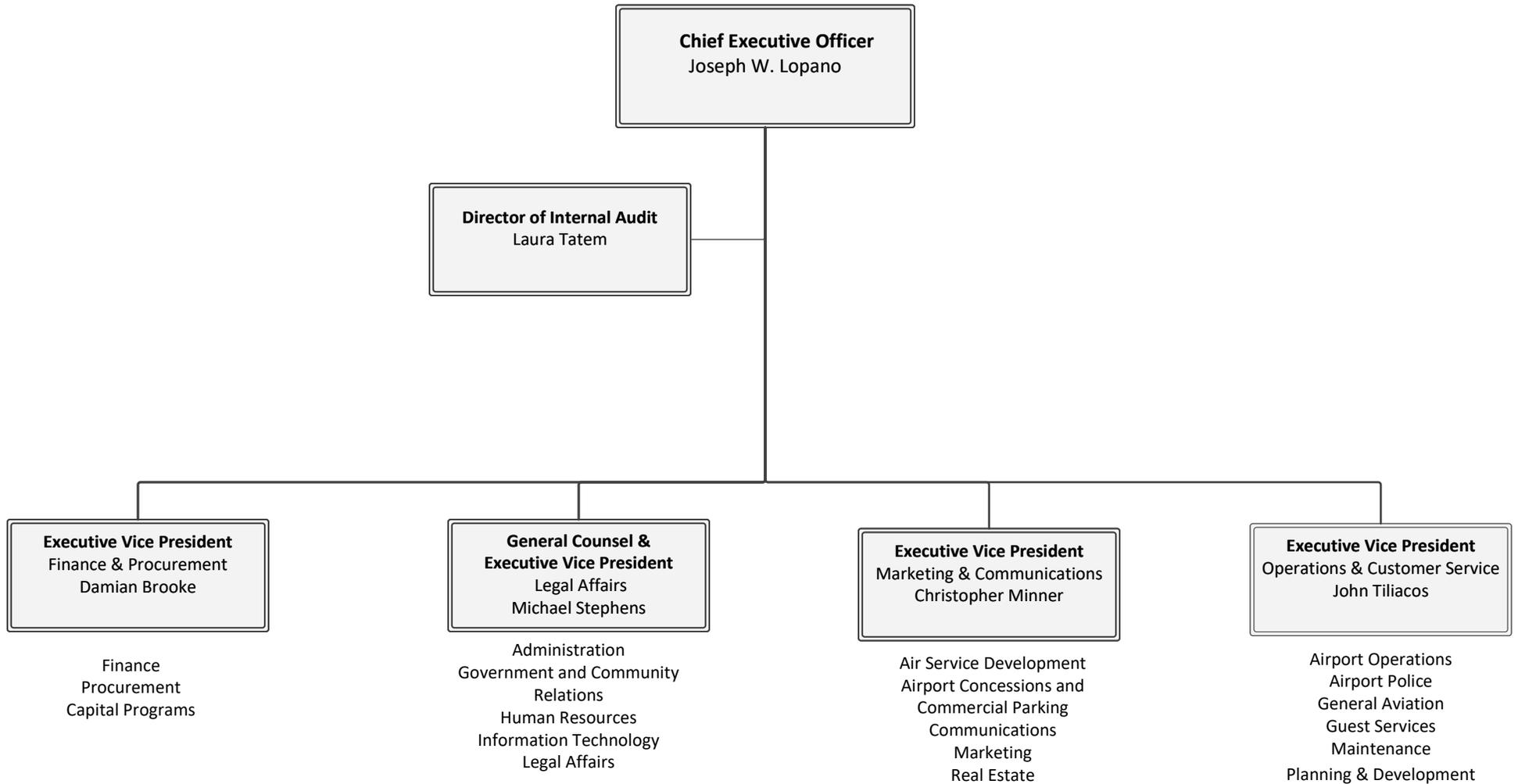
**HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING EXPENSES**

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**

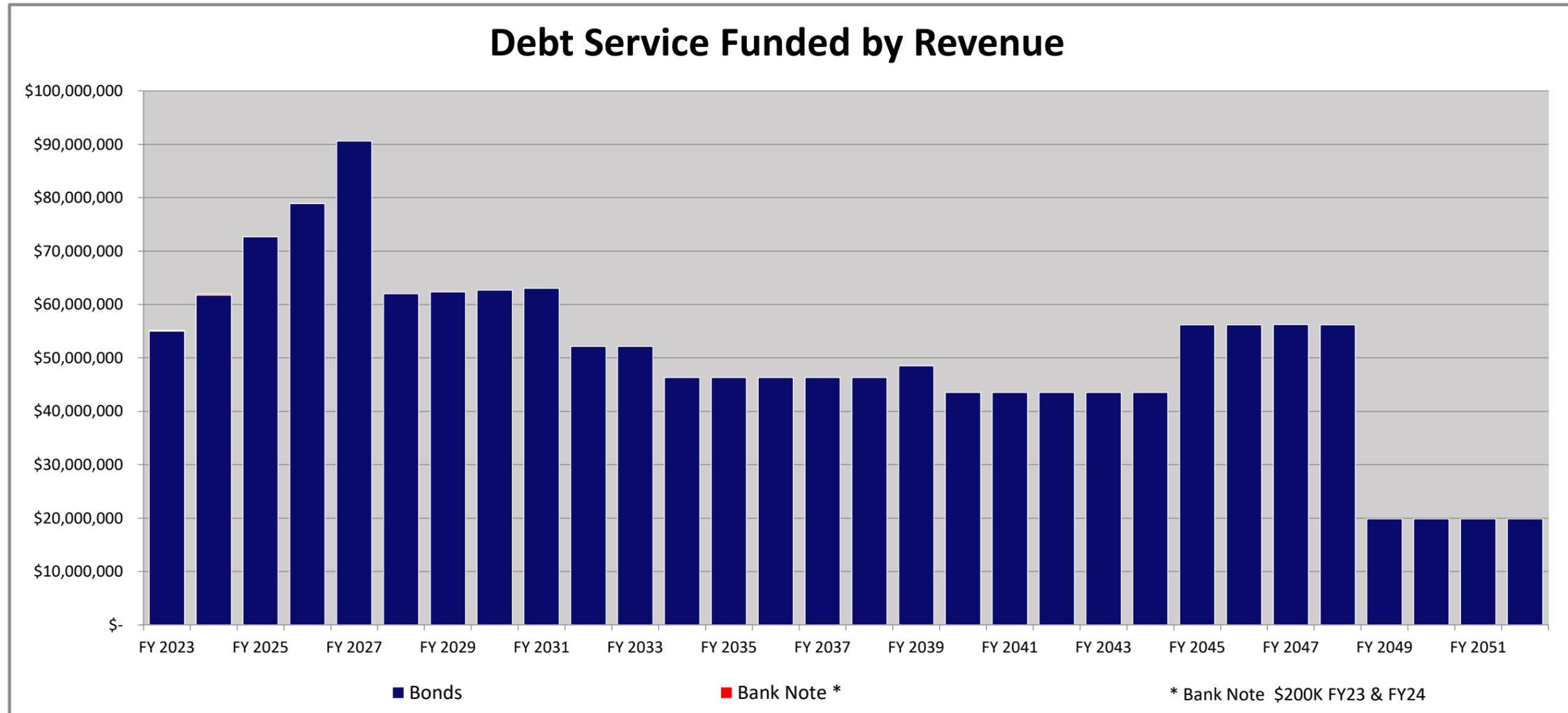
SUMMARY OF PROJECTED OUTSTANDING DEBT - SEPTEMBER 30, 2024

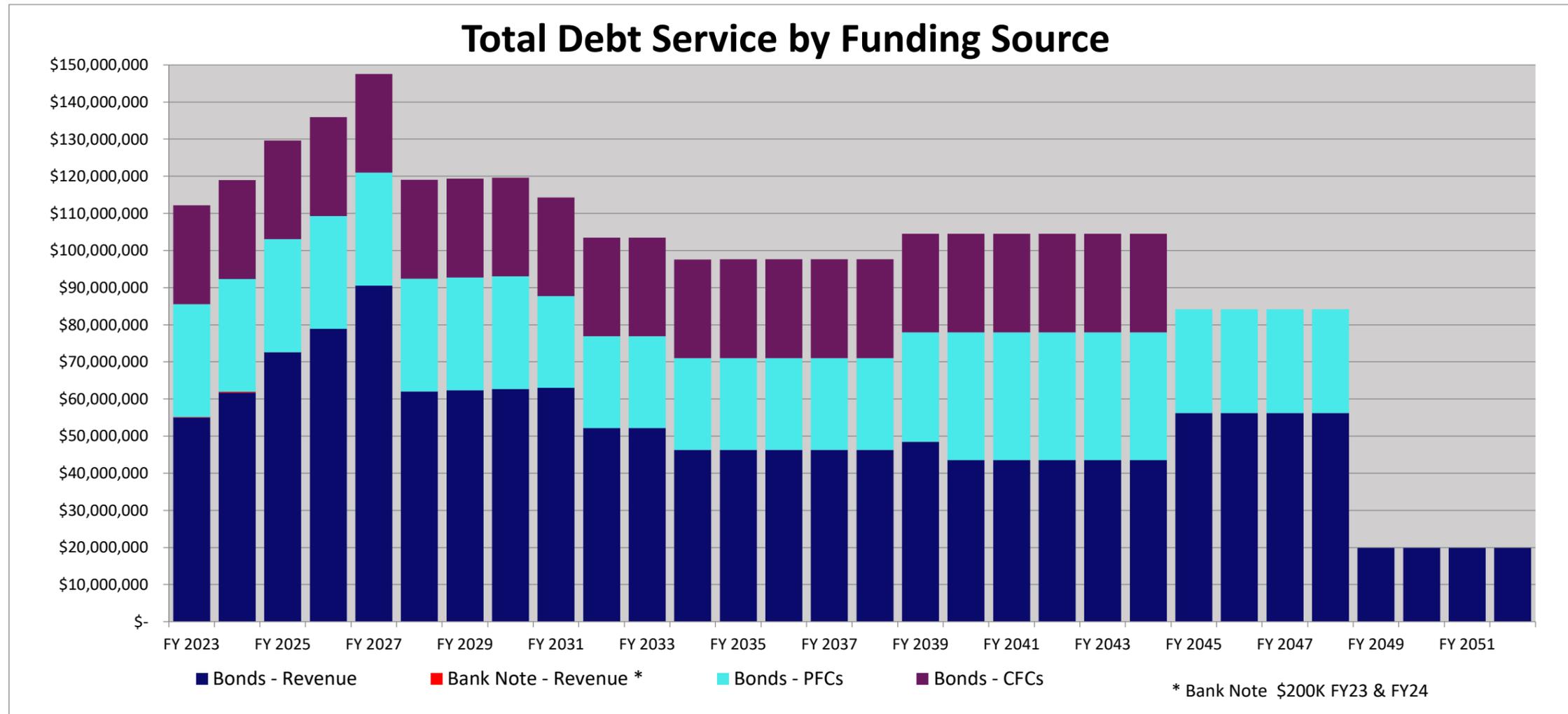
Bond Issue

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
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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 General, Inc.
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 Tampa, FL 33614



Updated: 10.03.23 Below Wing Services - Cargo

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

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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

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Updated: 10.03.23 Above Wing Services – Luggage Transport to/from Main Terminal and RCC & Curbside Check-in

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Updated: 10.03.23 Aircraft Maintenance

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Updated: 10.03.23 Below Wing Services – Cargo

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Updated: 10.03.23 Above Wing Service – Cuba Service Provider

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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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Updated: 10.03.23 Above Wing Services - Catering

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

ISS Facility Services, Inc.
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Updated: 10.03.23 Above Wing Services, Aircraft Cabin Cleaning

JET 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

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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 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

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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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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

Ground Services Int’l Inc. aka Dnata

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

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Updated: 10.03.23

Above Wing Services, Aircraft Cabin Cleaning

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Updated: 10.03.23

Aircraft Cabin Cleaning, Into Plane Fueling

Triangle Services of Florida, Inc.

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Updated: 10.03.23

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Updated: 10.03.23

Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 10.03.23

Aircraft Cleaning - Exterior

National Aviation Services

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Updated: 10.02.23

Aircraft Cleaning - Exterior

Baggage Airline Guest Services, Inc.

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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

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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

Prospect

Scott Mucklow



Station Manager

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Updated: 10.03.23

Wheelchair and Skycap Services

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

Updated: 10.03.23

For updates:
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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

Lynx Air
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Updated: 10.03.23

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 Tampa, FL 33607




Updated: 10.03.23

Silver Airways
Carlos Vélez
 Station Manager
 Office: (813) 556-7130
 Cell: (787) 365-5599
 E-mail: carlos.velez@silverairways.com
 TPA 4100 George J. Bean Parkway
 Address Suite 1402
 Tampa, FL 33607




Updated: 10.03.23

Southern Air
Carlos Vélez
 Station Manager
 Office: (813) 556-7130
 Cell: (787) 365-5599
 E-mail: carlos.velez@silverairways.com
 TPA 4100 George J. Bean Parkway
 Address Suite 1402
 Tampa, FL 33607



Updated: 10.03.23

Southwest Airlines
James Crawford
 Station Manager
 Office: (813) 371-5640
 Mobile: (210) 722-5982
 E-mail: james.crawford2@wnco.com
 TPA 4100 George J. Bean Parkway
 Address Suite 2531
 Tampa, FL 33607




Updated: 10.03.23

Spirit Airlines, Inc.
Kerrie Thompson
 General Manager
 Office: (813) 676-4420
 Mobile: (407) 491-0650
 E-mail: kerrie.thompson@spirit.com
 TPA 4100 George J. Bean Parkway
 Address Suite 2511
 Tampa, FL 33607




Updated: 10.03.23

Sun Country
James Jadoo
 Regional Director – Ground Ops
 Office: (321) 355-1739
 Mobile: (718) 808-2047
 E-mail: james.jadoo@suncountry.com
 Address: 4100 George J. Bean Parkway
 Suite 2213
 Tampa, FL 33607

Photo Not Available

Updated: 10.03.23

Passenger & Cargo Carrier

Swift Air, LLC
Arnold Ochoa (Eulen)
 Eulen Manager
 Office: (813) 495-9884
 Mobile: (305) 722-6100
 E-mail: aocchoa@eulen.com
 TPA 4100 George J. Bean Pkwy.
 Address Suite 2213
 Tampa, FL 33607



Updated: 10.03.23

F

Swift Air, LLC
Anggy Edwards
 Station Manager
 Office: (305) 793-9680
 Mobile:
 E-mail: aredwards@flyaero.com
 Address: Miami Int'l Airport
 Central Terminal, 2nd Flr,
 Concourse F-Office #F2342
 Miami, FL 33159

Photo Not Available

Updated: 10.03.23

F

United Airlines, Inc.
Mel Johnson
 General Manager
 Office: (813) 878-7059
 Mobile: (702) 817-4400
 E-mail: mel.johnson@united.com
 Address: 4100 George J. Bean Parkway
 Suite 2113
 Tampa, FL 33607



Updated: 10.03.23

A

United Parcel Service Co.
Alyssa Morales
 Manager
 Office: (813) 350-2712
 Mobile: (689) 222-9688
 E-mail: alyssamorales@ups.com
 TPA 4702 Hoover Boulevard
 Address Tampa, FL 33634



Updated: 10.03.23

Cargo Carrier

United Parcel Service Co.
Richard Bean
 PM Supervisor
 Office: (813) 350-2705
 Mobile: (919) 244-0464
 E-mail: rmbean@ups.com
 TPA 4702 Hoover Boulevard
 Address Tampa, FL 33634



Updated: 10.03.23

Cargo Carrier

Virgin Atlantic Airways

Junior J. Narine

Station Manager

Mobile: (347) 263-7365

E-mail: nizam.j.narine@fly.virgin.com

TPA 4100 George J. Bean Pkwy.

Address Suite 2311

Tampa, FL 33607



Updated: 10.03.23

WestJet

Edward Garduno (Airport Terminal Services)

Station Manager

Mobile: (813) 263-7365

E-mail: egarduno@westjet.com

TPA 4235 Bessie Coleman Blvd.

Address Suite 5415

Tampa, FL 33607



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.

Sample Operating Agreement



OPERATING AGREEMENT
FOR
GROUND HANDLERS

TAMPA INTERNATIONAL AIRPORT
Tampa, Florida

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

[COMPANY'S NAME]

BOARD DATE: _____

Prepared by:

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

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SAMPLE

HILLSBOROUGH COUNTY AVIATION AUTHORITY
OPERATING AGREEMENT FOR GROUND HANDLERS
TAMPA INTERNATIONAL AIRPORT

THIS OPERATING AGREEMENT FOR GROUND HANDLERS (Agreement) is made and entered into this ___ day of _____, 202_, by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district, under the laws of the State of Florida (Authority) and [COMPANY'S NAME], a [organizational structure] company organized and existing under the laws of the State of [State] and authorized to conduct business in the State of Florida (Company) (hereinafter individually and collectively referred to as 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 has the ownership, custody, control and management of Tampa International Airport and its facilities located in Hillsborough County, State of Florida; and

WHEREAS, Authority has the right to provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Company is engaged in the business of providing ground handling services for air transportation companies; and

WHEREAS, Company desires to obtain certain rights, services and privileges as a ground handler in connection with the use of the Airport and the Authority is willing to grant the same to Company upon the terms and conditions hereinafter stated; and

WHEREAS, Companies performing ground handling activities at the Airport are, at a minimum, required to execute an operating agreement for the use of the Airport prior to commencing service at the Airport; and

WHEREAS, the Authority and Company agree to enter into this Agreement specifying the rights and obligations of the Parties with respect to the use of the Airport by Company.

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 AOA shall mean the Aircraft Operations Area.
- 2.02 Act shall mean Chapter 2022-252, Laws of Florida, as may be amended from time to time.
- 2.03 Acting Manager shall mean a qualified subordinate to be in charge and to act on behalf of the Station Manager.
- 2.04 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.
- 2.05 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.
- 2.06 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.
- 2.07 Airside Buildings shall mean the building or buildings at the Airport through which passenger aircraft are loaded or unloaded.
- 2.08 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.
- 2.09 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, Company, 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.
- 2.10 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.

- 2.11 BMP shall mean best management practice.
- 2.12 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.
- 2.13 CHRC shall mean an FBI fingerprint-based criminal history records check.
- 2.14 Company's Customers shall mean customers with which Company is doing business, including Signatory Airlines, Non-Signatory Airlines, and nonscheduled, charter or itinerant aircraft, when such aircraft are lawfully located within the potential use areas as depicted in Exhibit A to this Agreement, attached hereto and by this reference made a part hereof.
- 2.15 Company Parties shall mean, collectively, the Company and any of its affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.
- 2.16 DBE shall mean Disadvantaged Business Enterprise.
- 2.17 Disabled Equipment shall mean disabled and/or derelict vehicles and GSE.
- 2.18 Effective Date shall mean [DATE]
- 2.19 EPA shall mean the Environmental Protection Agency.
- 2.20 EPC shall mean the Environmental Protection Commission of Hillsborough County.
- 2.21 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.
- 2.22 FAC shall mean Florida Administrative Code.
- 2.23 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.
- 2.24 Fiscal Year shall mean the annual accounting period of the Authority for its general accounting purposes which, at the time of the Effective Date, is the period of twelve (12) consecutive months, ending with the last day of September of any year.
- 2.25 FLUCP shall mean the Florida Unified Certification Program.
- 2.26 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.

- 2.27 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, ground handlers, Air Carriers or Company.
- 2.28 GSE shall mean ground service equipment.
- 2.29 ID Media shall mean Airport Identification badge.
- 2.30 Indemnified Party or Indemnified Parties shall mean the Authority, its successors and assigns, and each of the Authority's Board of Directors, members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.
- 2.31 Non-Signatory Airline shall have the meaning as set forth in the Resolution.
- 2.32 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to the Authority in an amount equal to the estimate of three (3) months' fees, tax assessments, and charges (excluding PFCs), payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all fees, tax assessments, and charges due under this Agreement.
- 2.33 PFC shall mean Passenger Facility Charge.
- 2.34 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 Directors 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.
- 2.35 Rents shall mean the rents and other fees and charges charged to the Company pursuant to this Agreement as set forth in this Agreement.
- 2.36 SIDA shall mean Security Identification Display Area.
- 2.37 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 the Resolution.
- 2.38 STA shall mean Security Threat Assessment.
- 2.39 State shall mean the State of Florida.
- 2.40 Station Manager shall mean a fully qualified and experienced manager assigned to a duty station or office at the Airport who will be available at all times.

- 2.41 Term shall have the meaning set forth in Section 3.01 of this Agreement.
- 2.42 Terminal Building shall have the meaning as set forth in the Resolution.
- 2.43 Terminal Complex shall have the meaning as set forth in the Resolution.
- 2.44 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.
- 2.45 W/MBE shall mean Woman/Minority Business Enterprise.

ARTICLE 3

TERM

3.01 Effective Date

This Agreement is effective upon execution by Company and approval and execution by Authority.

3.02 Term

The term of this Agreement commences on the Effective Date and shall terminate on September 30, 2027, unless terminated earlier as provided herein (the Term).

3.03 Commencement of Payments

The payments, fees or other charges due hereunder commence on the Effective Date and continue throughout the Term of this Agreement unless this Agreement is terminated earlier as provided herein.

3.04 Termination

This Agreement may be terminated by the Authority, with or without cause, upon thirty (30) days' written notice to Company. If Company is not in default of any terms of this Agreement or in the payment of any Rents, payments, fees or other charges to the Authority, this Agreement may be terminated by Company, with or without cause, upon thirty (30) days' written notice to the Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such later date as set forth in the notice of termination.

ARTICLE 4
USES AND RESTRICTIONS

4.01 Company's Rights and Privileges

In addition to all rights granted elsewhere in this Agreement, Company will have the right to use, in common with others so authorized by the Authority, areas (other than areas leased exclusively or preferentially to others), facilities, equipment, and improvements at the Airport for the operation of Company's ground handling business and all activities reasonably necessary to such operations serving Company's Customers. The rights and privileges granted to the Company pursuant to this Article will be subject to Authority Rules and Regulations, as they may be amended from time to time.

A. Services

Company will have the non-exclusive right to provide the following ground handling services to Company's Customers:

1) Meteorological Investigation Service

To provide data and information based on the analysis and interpretation of weather charts and other meteorological information and to plan flights of aircraft in accordance with accepted techniques.

2) Dispatch and Communications Service

To provide ground-to-aircraft radio communication service and, in connection with such service, to ask for flight clearances, send and receive standard arrival information, and handle departure flight plan messages with appropriate distribution of such messages as are received; and to provide stand-by radio flight services for aircraft in flight and data and information that will calculate and determine fuel loads and take-off and landing weights for aircraft.

3) Cargo and Ramp Service

To load, unload, sort, and deliver air cargo, packages and mail to and from appropriate designated locations on Airport, including, but not limited to, the United States' postal facility and air cargo facilities and baggage make-up areas of the Airport; provided that Company will not use terminal aircraft aprons immediately adjacent to the Main Terminal Building to load or unload all-cargo aircraft unless otherwise authorized in writing by the Authority; to guide aircraft in their use of loading and unloading positions; to furnish and place in position and thereafter remove necessary and appropriate loading bridges, steps and power equipment for the safe and efficient loading and

unloading of passengers, baggage and cargo to and from an aircraft; to clean aircraft interiors and exterior windows; and to provide a fire guard equipped with approved firefighting equipment.

4) Limited Aircraft Maintenance

To provide limited aircraft maintenance with personnel qualified by the FAA.

5) Equipment Rental and Maintenance

To rent ramp equipment to Company's Customers and to maintain ramp equipment owned by Company or Company's Customers.

6) Passenger Service

To provide passenger check-in, ticketing and related passenger services; to prepare clearance documents for passengers, cargo and baggage as may be required by all governmental agencies; to furnish linguists for the assistance of passengers speaking a foreign language; and to arrange with companies authorized by the Authority for the provision of in-flight meals for departing aircraft but not to prepare or sell in-flight meals. Company will not accept, load, unload or deliver plastic wrapped bags unless otherwise authorized in advance and in writing by the Authority.

7) Sanitary Disposal Services

To provide sanitary service to Company's Customers; and to use, in common with others, the Authority's triturator facility for the emptying of lavatory vehicles.

8) Catering Coordination Services

To coordinate the delivery of catering to Company's Customers from companies authorized to conduct business on the Airport.

9) Aircraft Cleaning

To provide exterior or interior aircraft cleaning; wash aircraft; wash aircraft engines; and conduct deicing/defrosting operations.

10) Into Plane Fuel Service for Commercial Air Carriers

- (a) To receive and pump fuel to and from the fuel hydrant system at the Airport for transfer to air carrier aircraft.
- (b) To use tanker truck(s) to defuel air carrier aircraft.
- (c) To use tanker truck(s) to refuel air carrier aircraft:
 - (1) With fuel Company defueled from the same air carrier, as per all applicable Authority, City of Tampa, State, Federal, and National Fire Protection Association (NFPA) codes, rules and procedures, including, but not limited to, all FAA requirements; or
 - (2) During irregular operations; or
 - (3) For regular operations, at designated locations where there is no access to the Authority's fuel hydrant system or where the aircraft is not designed to use the Authority's fuel hydrant system.
- (d) To use tanker trucks for irregular operations to provide automotive fuel and diesel fuel to air carrier equipment when the Authority's ground fuel tanks are inoperable. Such tanker trucks will be positioned at the location of the inoperable the Authority ground fuel tanks.

For each occurrence under Subparagraphs (b) (c), and (d) above:

- (1) Tanker truck(s) will not exceed 5,000 gallons without prior written permission from the Authority's Director of Operations;
- (2) Company must obtain prior permission and routing instruction from the Authority's Director of Operations or designee;
- (3) The tanker truck(s) and operation thereof must fully comply with all applicable Authority, City of Tampa, State, Federal, and NFPA codes, rules and procedures, including, but not limited to, all FAA requirements;
- (4) The driver and/or operator of each tanker truck must be properly trained to operate the equipment and must be properly trained in the fueling operations; and
- (5) Except during defueling operations, tanker truck(s) will not be filled while on the apron.

Company may not park or store tanker trucks at Airport without entering into a separate written agreement with the Authority. Tanker truck parking location must be approved in advance by the Authority's Director of Operations.

B. Ingress and Egress

1) Use of Public Way

Company will have the right of ingress to and egress from the Airport for the Company Parties, including Company's 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 Company's Customers, and (B) access to non-public areas at the Airport by Company Parties.

2) 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 to or egress from Airport, so long as a substantially equivalent means of ingress and egress is concurrently made available to Company. Company hereby releases and discharges the Authority from any and all claims, demands, or causes of action that Company may have arising out of such a closing or re-routing.

4.02 Exclusions and Reservations

A. Nothing in this Article will be construed as authorizing Company to conduct any business at the Airport separate and apart from the conduct of its ground handling business as authorized in this Agreement.

B. Company 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, electrical, or other systems installed or located at the Airport; and Company will not engage in any activity prohibited by the Authority's approved FAR Part 150 Noise Compatibility Study and Preferential Runway Use Program as amended or supplemented.

Company will be properly certified under appropriate Federal, State and local regulations. Copies of such certificates will be furnished to the Authority on demand.

C. Company 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 Company will cause cancellation

of any such policy, the Company will immediately, upon notification by the Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company 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, Company will immediately remedy such actions and pay the increase in premiums, upon notice from the Authority to do so; but in any event, Company will hold the Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

- D. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company. Company will pay all applicable sales, use, intangible and ad valorem taxes, if any and of any kind, whether levied against Company or the Authority. Company will pay other taxes or assessments arising out of or assessed as a result of the uses, rights and privileges granted Company hereunder. Company reserves the right to contest such taxes or assessments and withhold payment of such taxes and assessments upon written notice to the Authority of its intent to do so, so long as the nonpayment of such taxes and assessments does not result in a lien against the Airport or a direct liability on the part of the Authority. The Authority agrees to immediately forward to Company any notices of taxes and assessments due upon receipt of same.
- E. The uses, rights and privileges granted to Company pursuant to this Article will be subject to any and all reasonable and nondiscriminatory Authority Rules and Regulations, as may be amended from time to time.
- F. This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.
- G. Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the Authority.

ARTICLE 5
OBLIGATIONS OF COMPANY

5.01 Business Operations

Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company 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 on the Airport. Company will provide all services under this Agreement on a fair and reasonable basis to all users of the Airport. Service will be prompt, courteous and efficient.

5.02 Manager

Company will have a Station Manager. Company will, at all times during the absence of such Station Manager, assign or cause to be assigned an Acting Manager to be in charge and to act for the Station Manager. Company will provide the Authority the contact information for the Station Manager and Acting Manager.

5.03 Conduct of Employees and Invitees

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

5.04 Equipment and Vehicle Parking

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

5.05 Nuisance

Company will not commit any nuisance, waste, or injury on the Airport and will not do or permit to be done anything that may result in the creation, commission or maintenance of such nuisance, waste, or injury.

5.06 Excessive Load

Company hereby agrees that it will use all paved and floor areas as constructed on the Airport and in accordance with the permitted use of such paved areas, and Company will prohibit Company Parties from placing excessive loads on paved or floor areas on the Airport. Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

5.07 Sound Level

Company 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 located on the Airport, and to keep the sound level of its operation as low as possible.

5.08 Frequency Protection

Should Company install any type of radio transceiver or other wireless communications equipment, Company 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 Company's equipment. Should interference occur as a result of Company's installation, the Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. 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 Company's expense.

5.09 Flammable Liquids

Company will not keep or store flammable liquids within any covered or enclosed portion of the Airport in excess of Company'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.

5.10 Permits and Licenses

Company will obtain and maintain throughout the Term all permits, licenses, or other authorizations required by Applicable Laws in connection with the operation of its business at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to the Authority upon request.

5.11 Security Badging

Any Company employee, or any employee of its contractors or agents, that requires unescorted access to the SIDA must be badged with an ID Media by the 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 Company. These costs are subject to change without notice, and the Company 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 Company 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 Company's employees, contractors and/or agents at any time. If a Company Party fails to comply with renewal requirements, as directed by the Authority, the existing ID Media privileges of that Company 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 Company 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 Company 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 Company will be responsible for paying any increase in the liquidated damages.

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

5.12 Signs

- A. Written Approval. Except with the prior written approval of the Authority, which shall not be unreasonably withheld, conditioned, or delayed, Company will not erect, maintain, or display any signs or any advertising at the Airport.
- B. Removal. Upon the expiration or termination of this Agreement, Company will remove, obliterate or paint out, as the Authority may direct, any and all signs and advertising at the Airport and, in connection therewith, will restore the areas of the Airport 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 Company to remove, obliterate, or paint out each and every sign or advertising and restore the areas of the Airport, the Authority may perform the necessary work, at the expense of the Company, plus an administrative charge.

5.13 Personal Property

Any personal property of Company placed on the Airport will be at the sole risk of Company, and the Authority will not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Company

hereby waives all rights of subrogation against or recovery from the Authority for such loss or damage unless such damage or loss is the result of negligence or activity on the Airport by the Authority.

5.14 Surrender of Personal Property

Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Airport on the date of termination. Failure on the part of Company 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 lawful 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 Company. If Company is in default of any Rent terms of this Agreement, the Authority will have a lien for such Rent upon any personal property found upon the Airport in accordance with Florida Statutes and, in such event, Company will not remove any personal property from the Airport without written approval of the Authority.

ARTICLE 6

OPERATION AND MAINTENANCE OF THE AIRPORT

6.01 Authority's Obligations

- A. The Authority will, with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport in a first class manner consistent with airports of similar size with qualified personnel and keep the Airport in an orderly, clean, neat and sanitary condition, and good repair, unless such maintenance, operation, or repair is Company's obligation pursuant to Section 6.02 herein.
- B. The Authority will, to the extent it is legally able so to do, use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use by Company.
- C. The Authority will not be liable to Company for temporary failure to furnish all or any of such services to be provided in accordance with this Section when such failure is due to mechanical breakdown not caused by Authority's negligence or any other cause beyond the reasonable control of Authority.
- D. The Authority will maintain (1) Loading Bridges owned by Authority; (2) preconditioned air systems owned by Authority; (3) associated 400 Hertz units owned by Authority; (4) inbound and outbound baggage handling systems; baggage conveyors owned and installed by Authority when available for Company's use; (5) lightning detection systems; and (6) other systems that may be acquired by Authority in the future.
- E. The Authority will, in the operation of the Airport, comply with all local, State and Federal laws, rules and regulations.

6.02 Company's Obligations

- A. Company will, at all times, preserve and keep the Airport and its facilities in an orderly, clean, neat, and sanitary condition, free from trash and debris resulting from Company's operations.
- B. Company will keep, at its own expense, the Terminal Complex and/or cargo aircraft aprons free of fuel, oil, debris, and other foreign objects.
- C. Company shall place or store Disabled Equipment only in such areas, and upon such terms and conditions, as may be determined by the Authority's Director of Operations or designee. Company shall remove any of its Disabled Equipment from the AOA or common use areas as soon as possible after release from proper authorities, if applicable. In the event Company fails to remove any of its Disabled Equipment within the time frame set by the Authority, the Authority may cause the removal of such Disabled Equipment and bill Company for the costs incurred for removal plus fifteen percent (15%) administrative costs. Company shall pay the Authority within fifteen (15) days of invoice date. Non-payment of such invoice for more than thirty (30) days after invoice date will be deemed a condition of default.
- D. If Company will be servicing an aircraft at a common use gate, Company may stage the GSE necessary to service said aircraft at the common use gate one hour before the arrival of the aircraft it will be servicing and one half hour after the departure of said aircraft. At all other times, Company will store GSE at a staging area designated by the Authority. Reasonable exceptions may be allowed at the sole discretion of the Authority.
- E. If Company will be servicing a Signatory Airline's aircraft at a gate that a Signatory Airline leases from the Authority, with the Signatory Airline's approval, Company may stage GSE at the leased gate without time restriction so long as the GSE is kept in good working order and placed in an attractive and orderly fashion so as not to interfere with other Airport users.
- F. Within thirty (30) days of a change of Company's Customers, Company will send written notice to the Authority detailing the change.
- G. Company will maintain GSE only in areas designated by the Authority for such maintenance.
- H. Should Company fail to perform its material obligations hereunder, the Authority will have the right to perform such activities; provided, however, other than in a case of emergency, the Authority will give Company reasonable advance written notice of non-compliance, not to exceed ten (10) days, prior to the exercise of this right; provided, however, that if the nature of the cure is such that it cannot be reasonably effectuated within ten (10) days, Company will have an additional period with the Authority approval (or, in the alternative, with an Authority approved schedule) reasonably necessary to effectuate such cure. If the Authority's right to perform such activities is exercised, Company will pay the Authority, upon receipt of invoice, the cost of

such services plus ten percent (10%). Nonpayment of such invoice will be deemed a condition of default of this Agreement.

ARTICLE 7
REPORTS AND AUDITS

7.01 Monthly Statements

Within ten (10) days after the close of each calendar month of the Term of this Agreement, Company will submit to the Authority, by electronic portal or other method satisfactory to the Authority, a detailed statement signed by a responsible officer of Company of its Gross Receipts for the preceding month upon which the fees payable to the Authority set forth in this Agreement are computed.

7.02 Books and Records

Company will keep full and accurate books and records showing all of its Gross Receipts. Company agrees that records and instruments will be available to Airport for at least three (3) years after each annual period. If Company utilizes a computerized accounting system, the Authority will be allowed to download information from the system for the purpose of verifying Gross Receipts. In the event Company does not maintain exclusive sequential numbering for invoices commencing at the Airport, Company agrees to provide copies of invoices from other sales locations included in the non-exclusive sequence to the Authority or its auditors for the purposes of testing reporting completeness.

7.03 Annual Statement

Within sixty (60) days after the end of each Fiscal Year during the Term of this Agreement, Company will provide, at its sole cost and expense, an annual certified statement or an annual audit report of monthly Gross Receipts. The annual certified statement or annual audit report will contain a list of the Gross Receipts by month used to compute the Privilege Fees and other payments made to the Authority as shown on the books and records of Company during the period covered by the statement. The first such annual certified statement or annual audit report will cover the period of the Effective Date through the following September 30th (Initial Period). If Initial Period is less than ninety (90) calendar days, no annual certified statement or annual audit report will be required for the Initial Period. Each subsequent annual certified statement or annual audit report will cover the successive twelve (12) month period. The last such annual certified statement or annual audit report will include the last day of Company's operations. The annual certified statement will be certified by the Company's Chief Financial Officer or designee as approved by the Authority when payments to the Authority are less than thirty thousand dollars (\$30,000) annually. The annual audit report will be prepared by a licensed independent certified public accountant acceptable to the Authority when payments to the Authority are more than thirty thousand dollars (\$30,000) annually. When conducted by an independent certified public accountant, there may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness

and completeness of the reported Gross Receipts and Percentage Privilege Fees due and paid. The engagement will be conducted in accordance with generally accepted auditing standards and shall include an opinion on whether the Gross Receipts and Percentage Privilege Fees have been completely and accurately presented, calculated and reported according to the terms of this Agreement. A one hundred dollar (\$100.00) per calendar day penalty may be assessed by the Authority for every day the annual certified statement or annual audit report is late.

Authority reserves the right to challenge any findings or conclusions of the annual audit report if it believes an error may have occurred. In such event, the Authority may conduct its own audit under the provisions in Section 7.04, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by the Authority of any dispute will be final. Delivery of an annual audit report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Agreement.

7.04 Authority's Right to Perform Audits, Inspections, or Attestation Engagements

- A. Notwithstanding Company's requirement to submit an annual certified statement or an annual audit report, the Authority or its representative may at any time during the Term of this Agreement or within three (3) years after the end of this Agreement, initiate and perform audits, inspections, or attestation engagements over all or selected operations performed by Company under this Agreement. Free and unrestricted access will be granted to all of Company's books and records, including the State sales tax return records and records of a parent, affiliate, and/or subsidiary companies and any subconsultants or subcontractors directly pertinent to this Agreement. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to the Authority's auditors to conduct the engagement as set forth in this Article. Or, Company may transport the Authority's team to Company's location of records for the purpose of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for the Authority's team. In the event Company maintains the requested records in electronic format, upon request by the Authority's auditors, Company will provide a download or extract of data files in a computer readable format acceptable to the Authority at no additional cost. The Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors and to make photocopies of records as needed.
- B. Company agrees to deliver or to provide access to all records requested by the Authority's auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or to provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that the Authority will incur additional costs if records requested by the Authority's 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 Company may be charged liquidated damages of \$100.00, in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of the fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and the Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. 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 Company's failure to comply.

- C. If, as a result of any engagement, it is determined that Company owes additional fees or other charges to the Authority, Company will pay such amounts, and the Authority may assess interest up to twelve percent (12%) on the amount due from the date the amount was initially due. If it is determined that Company has underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under review, Company will also pay for the entire cost of the engagement. If as a result of any engagement, it is established that Company has correctly reported or over reported fees or other charges or has paid fees or other charges greater than the sum due, the Authority shall refund Company and the entire expense of the engagement shall be paid by the Authority.
- D. With respect to contracts entered by Company after the Effective Date of this Agreement, Company will seek to include a provision providing the Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.
- E. Company agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Company after the Effective Date of this Agreement and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 8
PAYMENTS

For the rights and privileges granted herein, Company agrees to pay the following fees and charges to the Authority, in lawful money of the United States of America, without set off, by check or approved electronic transfer made payable to the Authority. Payment for fees and charges hereunder will be due within fifteen (15) days after the date of the invoice, except as provided herein. Said fees and charges will be deemed delinquent if payment is not received within fifteen (15) days of the stated date of such invoice.

8.01 Privilege Fees

A. Percentage Privilege Fee (PPF)

The PPF is five percent (5%) of Company's monthly Gross Receipts, as defined below, for the previous month as presented in Company's Monthly Statement of Gross Receipts. Company is responsible for paying the PPF amount to the Authority within fifteen (15) days from the date of the Authority's invoice, commencing on the month following the first month of this Agreement.

B. Company will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be subject to the PPF. Company understands that the Authority does not support the practice of directly transferring Company's obligation for payment of the PPF due herein to Company's Customers. Except as already referenced herein, Company agrees that if such additional charges or fees are collected from Company's Customers for the purpose of collecting the PPF, such fees will be disclosed to the customer as "Company's cost of doing business at the Airport" and will not be represented as an Airport tax.

8.02 Annual Reconciliation

Following receipt of Company's annual certified statement or an annual audit report, the Authority will prepare and submit to Company a statement showing the PPF due compared to the PPF previously invoiced by the Authority for the applicable period. If the PPF previously invoiced by the Authority for the applicable period exceeds the PPF calculated on the certified Gross Receipts, the Authority will issue a credit memo indicating that the overpayment will be credited to the fees next thereafter due from Company. If the PPF previously invoiced by the Authority is less than the PPF calculated on the certified Gross Receipts, the Authority will invoice Company for the sums due. Said invoice will be due and payable within fifteen (15) days after the date of the invoice.

8.03 Definition of Gross Receipts

A. Amounts Included

As used herein the term "Gross Receipts" will include the gross revenues from all sales made and services performed for cash, credit or otherwise, pursuant to Company's operations and solicitations at the Airport, regardless of when or whether paid.

B. Amounts Excluded and Restrictions on Exclusions

Gross Receipts will not include:

- 1) The retail value of fuel and oil and the related fuel service fee;
- 2) Costs for materials that are directly passed through to Company's Customers;

- 3) Sales and services performed by Company off-Airport to entities located off Airport;
- 4) Catering sales charged by Company that were previously assessed the Authority's concession fee on the caterer's invoice (any markup by Company will be included in Gross Receipts); or
- 5) Ferrying and diverted landings.

8.04 Diversion of Gross Receipts

Any intentional diversion of Gross Receipts will constitute a breach of contract, and the Authority will have the right to immediately terminate this Agreement upon determination by the Authority or its auditors that an intentional diversion exists or has occurred.

8.05 Collection of Authority Fees and Charges

No later than fifteen (15) days from the date of invoice during the Term hereof, Company will remit to the Authority all fees collected during the preceding month on behalf of the Authority in accordance with this Agreement. During the Term hereof, upon request and on behalf of the Authority, Company will collect all landing fees, terminal facility fees, aircraft parking fees, joint use charges, federal inspection service fees, baggage handling system fees, passenger transfer system fees, terminal support fees and other fees and charges applicable to Company's Customers applicable to Company's Customers, and report such fees monthly, it being agreed that the Authority will pay Company as a collection fee five percent (5%) of all such fees.

8.06 Employee Parking Fees

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

8.07 Interest on Delinquent Payments

Without waiving any other right or action available to the Authority in the event of default of Company's payment of fees or other charges hereunder, and in the event Company is delinquent in paying to Authority any fees or other charges for a period of five (5) days after the payment is due, the Authority reserves the right to charge Company interest thereon from the date such fees 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.

8.08 Fees and Other Charges a Separate Covenant

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

8.09 Place of Payments

Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)
Via ACH with Remittance Advice to Receivables@TampaAirport.com

or

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

or

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

ARTICLE 9
INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, the Company 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 Company's:

1. Presence on, use or occupancy of the 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;
4. Performance, non-performance or purported performance of this Agreement;

5. Violation of any Applicable Laws;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant

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 or its members, officers, agents, employees, and volunteers.

- B. In addition to the duty to indemnify and hold harmless, the Company 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 Company'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;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret right; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant

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 Company 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 Company agrees to the following: To the maximum extent permitted by Florida law, the Company 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 Company 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 Company 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 Company 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 Company'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 Company 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 10
INSURANCE

10.01 Insurance Terms and Conditions

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event the Company 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, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees 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.

10.02 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 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 Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company 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>Agreement Specific</u>
General Aggregate	\$10,000,000
Each Occurrence	\$10,000,000

Personal and Advertising Injury Each Occurrence	\$10,000,000
Products and Completed Operations Aggregate	\$10,000,000

C. Business Automobile 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	\$10,000,000
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D. Environmental Insurance (Pollution)

Such insurance will be maintained by Company on a form acceptable to the Authority for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, work under this Agreement. Company will provide and maintain environmental coverage from the inception of the Agreement. If on a claims-made basis, insurance must respond to claims reported within three (3) years of the end of the Agreement. Limits of Coverage will be:

Each Occurrence	\$1,000,000 [5M INTO PLANE]
Annual Aggregate	\$2,000,000 [10M INTO PLANE]

E. Cyber Liability & Data Storage

The Company shall purchase and maintain Cyber Liability Insurance throughout the life 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, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;

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 Company 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 Agreement Effective Date, the Company 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 Agreement.

F. Waiver of Subrogation

Company, 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 Company.

G. Conditions of Acceptance

The insurance maintained by the Company must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which 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 11
SECURITY FOR PAYMENT

11.01 Payment Security Requirements

- A. Unless Company 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, Company will provide the Authority on or before the Effective Date of this Agreement with acceptable Payment Security. Company will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which Company 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 of Florida. 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, Company 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 the 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 Company's Payment Security for any reason, Company 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 fees and charges 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 fees and charges payable by Company pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company'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 Company 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 Company. In such event, Company 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 Company 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 Company 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.

11.02 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 Company of all terms, conditions, and covenants contained herein.

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 Company:

- A. The failure or omission by Company 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 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 thirty (30) days of receipt by Company of the Authority's written notice to cease said business or acts.
- C. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company 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 Company of a voluntary petition of bankruptcy protection or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company'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 Company'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 Company's rights under this Agreement. Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by the Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat the Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company has breached. In such event all sums paid or expenses incurred by the Authority directly or indirectly in curing Company's default 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.

No waiver by the Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance 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 Company. 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 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 Company

Notwithstanding the occurrence of any Event of Default, Company will remain liable to the Authority for all payments due hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to terminate this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement.

ARTICLE 13
ASSIGNMENT

No assignment or transfer of this Agreement or rights granted hereunder is permitted.

ARTICLE 14
GOVERNMENT INCLUSION

14.01 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.

14.02 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.

14.03 Security

Company and Company 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 Company or the Authority by the FAA or TSA. If Company or any of Company's 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, Company 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 Company within ten (10) days of written notice from the Authority.

ARTICLE 15
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport 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, Company's obligation to pay fees and charges 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 16
RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

16.01 Radon Gas

In accordance with requirements of the State of Florida, 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.

16.02 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 the 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 the 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 17

AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable 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 18

NON-DISCRIMINATION

18.01 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 Company; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

18.02 Civil Rights – General – 49 USC § 47123

Company agrees to observe and comply with those requirements of the FAA set forth in Exhibit B, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time.

Company 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 Company transfers its obligation to another, the transferee is obligated in the same manner as Company.

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

ARTICLE 19

W/MBE GOAL

19.01 W/MBE Goal

No specific goal for W/MBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the term of this Agreement, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a DBE under the FLUCP pursuant to 49 CFR Part 26 in the performance of this Agreement.

19.02 W/MBE Termination and Substitution

Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of the Authority in accordance with the Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Agreement will be a material violation of this Agreement and will invoke the sanctions for non-compliance specified in this Agreement and the W/MBE Policy and Program.

19.03 Monitoring

The Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. The Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, agreements between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three (3) years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Agreement, the Authority reserves the right to review and approve all sub leases or subcontracts utilized by Company for the achievement of these goals.

19.04 Prompt Payment

Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its agreement no later than ten (10) calendar days from the receipt of each payment that Company receives from the Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 20
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 21
ENVIRONMENTAL

21.01 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 Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Airport, the following:

- A. Company is knowledgeable of and agrees to comply with all applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company of such applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and 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 Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.
- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Airport.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any Federal, State, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's

agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Company fails to rectify within the cure period established in the “Default and Termination” Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.

- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

21.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airport. In addition, Company will not 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 Authority and other public bodies, Federal, State, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company’s discharge, spill or introduction of any Hazardous Substance onto the Airport or into any component of Authority’s sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the EPA and the appropriate generator permit and will comply with all Federal, State, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within ten (10) days after Authority’s request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company’s use of the Airport.
- D. At the end of the Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least thirty (30) days prior to the end of the Agreement.

21.03 Hazardous Substance

“Hazardous Substances” shall mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any environmental law; (ii) that is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous substance,” or other type of pollutant or contaminant under any applicable environmental law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable environmental law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the property or to adjacent property or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to sewage sludge, industrial slag, solvents and/or any other similar substances or materials.

Notwithstanding the foregoing, “Hazardous Substances” shall not include (i) “de minimis” quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable environmental laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable environmental laws.

21.04 Solid Waste

“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 FDEP, specifically Chapter 62-702, FAC; or (2) any waste that can require 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 hazardous waste 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.

21.05 Prior Environmental Impacts

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

21.06 Off-Site Environmental Impacts

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

21.07 Petroleum Storage Systems

- A. At Company's expense, Company will at all times comply with all Federal, State, and local requirements, 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. Company 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 Company, and Company will display the registration placard as required by law.
- B. Company 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 "and aircraft" will be attended by a Company employee. Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company 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. Company will 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. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.

- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

21.08 Stormwater

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

- A. Company 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. Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company 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 Company by implementing and maintaining BMPs. Company will establish a BMP plan for the Company's operations and operational area and submit a copy to Authority.
- B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. Company is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; collection of stormwater samples; 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, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company 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 Airport, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

21.09 Environmental Inspection at End of Agreement Term

- A. At Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term, Company will conduct an environmental inspection. Due to the broad nature of the Company's operations and operational area, the end of Term inspection could include any and all locations where Company had operations during the Term including, but not limited to, the locations described in the "Operation and Maintenance of the Airport" Article of this Agreement. Special consideration will be given to locations where a potential or actual environmental claim occurred as

described in the “Indemnification” Article of this Agreement, locations that were subject to an inquiry or investigation as described in this Article, locations that were associated with a potential or actual notice of violation as described in this Article, and/or locations where Company stored, managed or handled Hazardous Substance as described in this Article.

- B. At its discretion 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 Company or Authority’s inspection or if requested by 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 Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Airport has been impacted by the release of Hazardous Substances, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable Federal, State, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.
- C. During the period of a cleanup due to the environmental condition of the Airport or common use areas, Company’s obligations, including the payment of Rents, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.
- D. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 22

SUBORDINATION TO TRUST AGREEMENT

- A. This Agreement and all rights of Company hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by 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 Authority authorizing the issuance of Bonds, subordinated indebtedness or other indebtedness by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.
- B. The Authority shall notify Company 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.

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), Company 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 Company premises, if the act or failure to act may cause, in the sole judgment of Authority, Authority to be in noncompliance with the provisions of the Code, nor may Company 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 Company may not elect to take depreciation on any portion of the Company premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 23
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 24
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 25
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 Company or its subcontractors and without interference or hindrance.

ARTICLE 26
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, invitees, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, and Authority Rules and Regulations. Company, its officers, employees, agents, invitees, subcontractors, and those under its control, will comply with Authority Rules and Regulations.

Company, its officers, employees, agents, invitees, subcontractors, and those under its control, will comply with security measures required of Company or the Authority by the FAA or TSA. If Company, its officers, employees, agents,

subcontractors or those under its control 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 remedies available to the Authority, Company will be responsible and will reimburse the Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten (10) days of written notice.

ARTICLE 27
RELATIONSHIP OF THE PARTIES

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

ARTICLE 28
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to the Authority that Company 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 Company to the terms of this Agreement by his or her signature thereto.

ARTICLE 29
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 30
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 31
RIGHT TO AMEND

In the event that the FAA, or its successors, requires modifications of changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 32
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 his designee is hereby empowered to act on behalf of the Authority.

ARTICLE 33
NOTICES AND COMMUNICATIONS

All notices or communications whether to the Authority or to Company 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 33622-2287
Attn: Chief Executive Officer

TO Company:
(MAIL DELIVERY)

or

or

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

(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 34
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'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.

Company 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 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 Laws 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. Company 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 35

AGENT FOR SERVICE OF PROCESS

As a condition to operating at the Airport, if Company is not a resident of the State, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event the Secretary of State, State of Florida, may serve as Company's agent for the purpose of service of process in any court action between it and the Authority arising out of or based upon Company'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 Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the registered mailing of such complaint and process to Company and such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. Any Company, 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 36
MISCELLANEOUS

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

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.

Company 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
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 39
NO INDIVIDUAL LIABILITY

No member of the Authority Board of Directors, 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 40
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 Company and the Authority.

ARTICLE 41
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)

SAMPLE

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

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Mayor 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 Mayor 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)

[COMPANY]

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

[COMPANY]

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)

Exhibit B

Federal Aviation Administration Required Provisions

- A. Civil Rights – General. Authority and Company 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 Company transfers its obligation to another, the transferee is obligated in the same manner as the Company.

This provision obligates Company for the period during which any property at the Airport is owned, used or possessed by Company and the Airport remains obligated to the FAA. 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: Company while 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: Company, 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. Company 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 Company 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 Company of Company's obligations under this provision and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports: Company 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 Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required

of Company is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Company's noncompliance with the non-discrimination provisions of this Agreement, Authority will impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Company under this Agreement until Company complies; and/or
 - b. Cancelling, terminating, or suspending the Company's rights under this Agreement, in whole or in part.
6. Incorporation of Provisions: Company 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. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of the Authority. In addition, Company 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. Company 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 Company will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities in Paragraph D below.
2. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate Company'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, Company, 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 FAA'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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

SAMPLE

Reporting Forms



Sample Space Rental Agreement



SPACE RENTAL AGREEMENT

FOR

**TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA**

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

[COMPANY] **TO BE USED FOR NON-AIRLINE TENANTS******

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 (“Authority”), and COMPANY, a [structure] organized under the laws of the State of [state of registration] and authorized to conduct business in the State of Florida (“**Company**”) (hereinafter individually and collectively referred to as “**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, 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 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 Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, 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, Company operates at the Airport under a written agreement with Authority, as may be extended by amendment or renewed by execution of a subsequent agreement for said operations, entitled Operating Agreement for Ground Handlers (“**Basic Agreement**”); and

WHEREAS, WHEREAS, this Agreement leases certain premises to Company in support of its operations under the Basic Agreement, concurrently with and contingent upon the Basic Agreement, at 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, supplemented, and/or recodified 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 Authority for the benefit of Company required of Authority hereunder or provided as a result of damage to Authority property by Company or a Company Party to compensate 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 Authority, Authority must provide Company reasonable prior written notice (and in case of damage caused to Authority property, a reasonable opportunity to cure) of 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 Authority.
- 2.04 Agreement shall mean this Space Rental Agreement, as it may be amended from time to time.
- 2.05 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.
- 2.06 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.
- 2.07 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.
- 2.08 Airside Buildings shall mean the building or buildings at the Airport now or hereafter existing through which passenger aircraft are loaded or unloaded.
- 2.09 Airside Buildings Rental Rate shall mean the rate per Rentable Square Foot of space in the Airside Buildings, calculated as set forth in the Resolution.
- 2.10 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, ground handler, or the Airport (including Authority Rules and Regulations adopted by 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.

- 2.11 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.
- 2.12 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 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.
- 2.13 Baggage Handling System shall mean those facilities and equipment used to process passenger baggage at the Terminal Complex, including in-line baggage handling systems.
- 2.14 BMP shall mean best management practice.
- 2.15 Chief Executive Officer ("CEO") shall mean the Chief Executive Officer of Authority and shall include such person or persons as may from time to time be authorized in writing by Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.
- 2.16 CHRC shall mean an FBI fingerprint-based criminal history records check.
- 2.17 Company shall mean Company, as defined in the initial paragraph of this Agreement.
- 2.18 Company's Business shall mean Company's business of providing ground handling services for Air Carriers, as provided for in the Basic Agreement.
- 2.19 Company Parties shall mean, collectively, Company, and any of its affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.
- 2.20 Company Premises shall mean the areas within the Terminal Complex leased to Company as set forth in Article 4 of this Agreement.
- 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 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.
- 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 Authority for its general accounting purposes which, at the time of the Effective Date, is the period of twelve consecutive months, ending with the last day of September of any year.

- 2.30 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport, ground handlers, Air Carriers, or Company.
- 2.31 GSE shall mean ground service equipment.
- 2.32 Hazardous Substances shall mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law; (ii) that is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous substance,” or other type of pollutant or contaminant under any applicable Environmental Law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the land or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to, sewage, sludge, industrial slag, solvents and/or any other similar substances or materials.

Notwithstanding the foregoing, “Hazardous Substances” shall not include (i) “de minimis” quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable Environmental Laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable Environmental Laws.

- 2.33 ID Media shall mean Airport identification badge.
- 2.34 Indemnified Party or Indemnified Parties shall mean Authority, its successors and assigns, and each of the Authority’s Board of Directors members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.

- 2.35 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.
- 2.36 Office and Club Premises shall mean those portions of the Terminal Complex assigned by Authority to Company in which Company has a power, privilege, or other right authorized under this Agreement to exclude another person or entity from enjoying or exercising a like power, privilege, or other right.
- 2.37 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 Authority from time to time.
- 2.38 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, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, tax assessments and charges due under this Agreement or the Basic Agreement.
- 2.39 Preferential Use Premises shall mean those portions of the Terminal Complex and Terminal Aircraft Aprons assigned to Company by Authority pursuant to this Agreement to which Company shall have priority over other users, subject to the terms and conditions of the Resolution and Basic Agreement, Authority Rules and Regulations, and this Agreement.
- 2.40 PWDS shall mean Premises Wiring Distribution System.
- 2.41 Rentable Square Feet or Rentable Square Foot with respect to the Terminal Complex shall mean the number of square feet of space in the Terminal Complex that is rentable to tenants.
- 2.42 Rents shall mean the rents and other fees and charges charged by Authority to Company pursuant to this Agreement as set forth in Article 7 or elsewhere in this Agreement.
- 2.43 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 Directors of Authority pursuant to the Act on September 3, 2020, and effective October 1, 2020, as such Resolution may be amended from time to time.
- 2.44 SIDA shall mean Security Identification Display Area.

- 2.45 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 (FDEP), specifically Chapter 62-702, Florida Administrative Code (FAC); or (2) any waste that can require 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 hazardous waste 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.
- 2.46 STA shall mean Security Threat Assessment.
- 2.47 State shall mean the State of Florida.
- 2.48 Tenant Work Permit (“TWP”) Program shall mean the program adopted by Authority, as amended from time to time, setting forth requirements for undertaking any improvements by a tenant of Authority or other occupant at the Airport.
- 2.49 Term shall have the meaning set forth in Section 6.02 of this Agreement.
- 2.50 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 Authority, parking of GSE.
- 2.51 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.
- 2.52 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.
- 2.53 Terminal Rental Rate shall mean the rate per Rentable Square Foot of space in the Terminal Building, calculated as set forth in the Resolution.
- 2.54 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.

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

ARTICLE 3
SUBORDINATION TO BASIC AGREEMENT

The Basic Agreement 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 Basic Agreement.

ARTICLE 4
COMPANY PREMISES

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

4.01 Office and Club Premises. The Authority hereby leases to Company, 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 Space, 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. Ticketing Level Office space of approximately _____ square feet, more particularly depicted on **Exhibit A-3**, Ticketing Level Office Space, dated _____, attached hereto and by this reference made a part hereof;
- D. Company Ticketing Kiosk space of approximately ____ square feet, more particularly depicted on **Exhibit A-4**, Company Ticketing Kiosk Space, dated _____, attached hereto and by this reference made a part hereof;
- E. Airside __ Ramp Level space of approximately _____ square feet, more particularly depicted on **Exhibit A-5**, Airside Ramp Level Space, dated _____, attached hereto and by this reference made a part hereof;

- F. Airside _ Boarding Level space of approximately _____ square feet, more particularly depicted on **Exhibit A-6**, Airside Boarding Level Space, dated _____, attached hereto and by this reference made a part hereof; and
- G. Mezzanine Office space of approximately _____ square feet, more particularly depicted on **Exhibit A-7**, Mezzanine Office Space, dated _____, attached hereto and by this reference made a part hereof.

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

Company Ticketing Counter space of approximately _____ square feet, more particularly depicted on **Exhibit A-8**, Company Ticketing Counters, 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, Company shall have the non-exclusive right to use, jointly with other ground handlers and 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 ground handlers and Air Carriers and Authority shall have the right to reassign the use of Joint Use Premises in accordance with Authority Rules and Regulations.

ARTICLE 5

USES AND RESTRICTIONS

5.01 Permitted Uses. The Company Premises will be used by Company solely and exclusively for the purpose of providing support to Company's Business at the Airport and in accordance with the provisions of the Basic Agreement. The Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations hereunder.

5.02 Exclusions and Reservations.

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Company Premises or elsewhere at the Airport separate and apart from the conduct of its permitted uses as authorized in this Agreement.
- B. The Company 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 Company pursuant to this Article will be subject to Authority Rules and Regulations, as they may be amended from time to time.
- D. The Company 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 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 Company will cause cancellation of any such policy, Company will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company 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 Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will hold 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 Company.
- F. Any and all rights and privileges not specifically granted to Company 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 Company 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 on the Effective Date and shall terminate on September 30, 2027, unless terminated earlier or as provided herein (the "**Term**").
- 6.03 Termination.

- A. This Agreement is contingent on Company having the Basic Agreement in effect and will automatically terminate at such time as the Basic Agreement terminates, without further action required of either Party.
- B. This Agreement may be terminated by Authority, with or without cause, upon thirty (30) days' written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any Rents, fees or charges to Authority, upon thirty (30) days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination.

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, Company 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 Company 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 Company 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 Company Ticketing Kiosk space at the Terminal Rental Rate;
- E. _____ square feet of Airside Ramp Level space at the Airside Buildings Rental Rate;
- F. _____ square feet of Airside Boarding Level space at the Airside Buildings Rental Rate;
- G. _____ square feet of Mezzanine Level Office and Club Space at the Airside Buildings Rental Rate; and

H. _____ square feet of Company Ticketing Counter space at the Terminal 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 Company'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 Company or its employees a reasonable parking fee. If Company 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 Company's payment of Rents or other charges hereunder, and in the event Company 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 Company 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. Company 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 Company that is independent of the other covenants of the Parties hereunder.

7.06 Place of Payments. Company 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, Florida 33607

ARTICLE 8
OBLIGATIONS OF COMPANY

- 8.01 Business Operations. Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company 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 Company Premises or elsewhere on the Airport.
- 8.02 Conduct of Employees and Invitees. Company will, within reason, control the conduct, demeanor and appearance of its Company Parties, and of those doing business with Company 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. Company will ensure that all equipment, including but not limited to, vehicles owned or operated by Company, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any operations at the Airport. Company'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 Company's Business. 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 Company Parties, excluding escorted vehicles, accessing the AOA must bear Company's identification on both sides of the vehicle which should be identifiable from a distance of fifty (50) feet. Company 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.

Company will verify that its Company Parties who operate motorized vehicles on Airport property have a valid driver's license. Company will provide evidence in writing of such verification within fifteen (15) days' of written request by Authority. If Company fails to provide verification or if Company's Company 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 Company 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, Company will conduct and maintain periodic audits of the status of the driver's licenses of its Company 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. Company 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 Company 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 Company will promptly remove from its Company 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 Company Premises or the common use areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Company Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. The Company will use extreme care when affecting removal of all such waste.
- 8.06 Nuisance. The Company will not commit any nuisance, waste, or injury on its Company 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 Company hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and Company will prohibit its Company Parties from placing excessive loads on paved or floor areas on its Company Premises or common use areas. The Company 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 Company will not keep or store flammable liquids within any covered and enclosed portion of its Company Premises in excess of Company'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 Company install any type of radio transceiver or other wireless communications equipment, Company 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 Company's equipment. Should interference occur as a result of Company's installation, Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.
- 8.10 Taxes. The Company will bear, at its own expense, all costs of operating its Company 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 Company's use and occupancy of its Company Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority. The Company will pay any other taxes, fees, or assessments against its Company Premises or leasehold estate created herein. The Company will pay the taxes, fees, or assessments as reflected in a notice Company receives from Authority or any taxing authority within thirty (30) days after the Company'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 Authority, but for which Authority receives the notice, Authority shall provide such notice to Company within a reasonable period of Authority's receipt thereof. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.
- 8.11 Permits and Licenses. The Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required by Applicable Laws in connection with the operation of its Company Business on its Company Premises or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority upon request.
- 8.12 Vapor or Smoke. The Company will not create nor permit to be caused or created upon its Company Premises, the common use areas, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors.
- 8.13 Security Badging. Any Company 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 Company. These costs are subject to change without notice, and Company 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 Company and its Company Parties must comply with Authority's regulations regarding the use and display of ID Media. The Authority reserves the right to require renewal of ID Media of Company's employees, contractors and/or agents at any time. If a Company Party fails to comply with renewal requirements, as directed by Authority, the existing ID Media privileges of that Company's Company 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.

Company will be assessed liquidated damages of sixty dollars (\$60) for each ID Media that is lost, stolen, unaccounted for or not returned to Authority at the time of ID Media expiration, employee termination, termination of this Agreement, or upon written request by Authority. Such liquidated damages will be paid by Company 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 Company will be responsible for paying any increase in the liquidated damages.

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

- 8.14 Mail Deliveries to Airport. Company may obtain a U.S. Postal Service mailbox at the Airport at Company's sole expense. Company is solely responsible for keys issued by Authority for the mailbox. In the event Company fails to return all keys at the termination of this Agreement, Company may be required by Authority to rekey or replace the lock. Any cost incurred by Authority in replacing the keys or rekeying the mailbox will be borne by Company.
- 8.15 Cooperation with State Inspector General. Company 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 Company 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 Company will, throughout the Term, assume responsibility for maintenance for all of its installed equipment and any Company improvements. Unless otherwise specified in this Agreement, responsibilities of Company and Authority for maintaining the Company 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 Company 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, 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 Company Premises by Company or Company's Company Parties. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Company will pay all such costs and expenses incurred by Authority, plus the Administrative Charge, within fifteen (15) days from the date of the invoice. Failure of Company to pay will be an Event of Default.

ARTICLE 10
IMPROVEMENTS AND ALTERATIONS BY COMPANY

10.01 Structural Alterations. The Company will make no structural alterations to its Company Premises without the prior written consent of Authority.

10.02 Alterations and Improvements to Airport. The Company acknowledges that from time to time 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 Company's operations hereunder. The Company agrees to accommodate Authority in such matters, even though Company's activities may be inconvenienced, and Company agrees that no liability will attach to Authority or any Indemnified Party by reason of such inconvenience or impairment.

10.03 Removal and Demolition. The Company and its subcontractors will not remove or demolish, in whole or in part, any improvements upon its Company Premises without the prior written consent

of Authority, which may, at its sole discretion, condition such consent upon the obligation of Company, at Company's cost, to replace the same by an improvement specified in such consent.

- 10.04 Approvals Extended to Architectural and Aesthetic Matters. Approval of Authority to any improvements to the Company 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 Company and to require Company to resubmit any such layouts or proposals at Company'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 Company and its Company 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 Company Premises without the prior written approval of Authority.
- 10.06 Ceiling. The Company and its Company 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 Company Premises without the prior written approval of Authority.
- 10.07 Company Improvements. Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required any time Company performs or hires an outside contractor to perform any construction on or modification or alterations to its Company Premises. The Company will make no improvements or alterations whatsoever to the common use areas. The Company will make no improvements or alterations whatsoever to its Company Premises without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed. Within thirty (30) days after receipt by Authority of Company's plans and specifications for any construction on or modification or alterations to its Company Premises, Authority will inform Company 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 Company 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 Company in its Company 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 Company or any Company Party will conform to all Applicable Laws. The Company will obtain, at its own expense, all necessary building permits.

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

- A. The Company will obtain at Company'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 Company agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. The Company agrees to hire only licensed contractors and subcontractors.
- D. The Company 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 Company or were required by Authority or any other Governmental Authority.
- E. The Company agrees to be solely responsible for any damage to its Company Premises, common use areas, or Airport property resulting from Company's construction of improvements or alterations.

10.10 Completion of Improvements. Within ninety (90) days of completion of any construction herein permitted, Company will cause to be prepared and delivered to 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 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 Company upon its Company Premises or common use areas, with or without consent of 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 Authority upon termination of this Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Company Premises or common use areas, or at Authority's sole option, Authority may require Company to remove the improvements and restore the Company 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 Company and will be removed from its Company Premises and common use areas upon termination or

expiration of this Agreement. The Company will pay any costs associated with the restoration of its Company 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 Company:

- A. The failure or omission by Company to perform its obligations or make any payment to 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 Company to perform its obligations under the Basic Agreement.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, the Basic Agreement, or by any other agreement between Authority and Company, and Company’s failure to discontinue that business or those acts within thirty (30) days of receipt by Company 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 Company’s assets.
- E. The divestiture of Company’s estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- F. The insolvency of Company; or if Company 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 Company of a voluntary petition for bankruptcy protection or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- G. The Company’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 Authority and Company’s failure to cure, 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 Company's rights under this Agreement and, in accordance with Applicable Laws, take possession of the Company Premises. The Authority will not be deemed to have thereby accepted a surrender of the Company Premises, and Company will remain liable for all payments and 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
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company'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 Company Premises, whereupon all rights and interest of Company in its Company Premises and common use areas will end.

No waiver by 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 Company. No delay, failure, or omission of Authority to re-enter the Company 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 Company Premises. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of 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 Authority by this Agreement are cumulative and that the exercise of one right, power, option, privilege or remedy by 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 Company. Notwithstanding the occurrence of any Event of Default, Company will remain liable to 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 Company agrees not to encumber its Company Premises indirectly or directly without prior written consent by Authority and to keep the Company 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 Authority in the Company Premises and common use areas will not be subject to liens for any work, labor, materials or improvements made by or for Company to its Company Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Company 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 Company to its Company Premises. The Company is specifically prohibited from subjecting Authority's interest in the Company Premises or common use areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. The Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Company 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 Company Premises or common use areas for any work, labor or materials furnished to the Company Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, Company 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 Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Company contests to conclusion the claim giving rise to such lien.

The Company will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, Authority may require Company, at Company's expense, to indemnify 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, Company will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunications and data services at its Company Premises.
- 14.02 Upgraded Utility Infrastructure. If Company requires utility infrastructure beyond what currently exists or is available to be extended to its Company Premises' boundary, Company 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 Company Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.
- 14.03 Utility Services. The Company 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 Company Premises. The Company may use Authority's fiber optic cabling infrastructure for voice and data connectivity. The Company will pay monthly fees as additional Rents, as established on an annual basis by 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 Company. 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 Company's expense. If Company installs electronic visual information display systems ("**EVIDS**"), Company will be required to use Authority's network and cabling infrastructure. Installation and ongoing maintenance of EVIDS will be at Company'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 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 Company Premises and common use areas. When installing new lines or services, Authority will protect any existing improvements and will avoid any unreasonable interference with Company's operations.

ARTICLE 15
INGRESS AND EGRESS

- 15.01 Use of Public Way. The Company will have the right of ingress to and egress from the Airport, the Company Premises, and the common use areas for Company's Company Parties, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to Applicable Laws and Authority's right to establish Authority Rules and Regulations and Operating Directives governing (A) the general public, including Company's customers, and (B) access to non-public areas at the Airport by Company 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 Company. The Company hereby releases and discharges Authority from any and all claims, demands, or causes of action that Company 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 Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless 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 Company's or any Company Parties':
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 Basic Agreement;
 4. Performance, non-performance or purported performance of this Agreement;
 5. Violation of any Applicable Laws;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant

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, Company will have the separate and independent duty to defend 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 Company's or any Company Parties':

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 Basic Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant

whether it is caused in part by 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 Company 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 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, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless 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 Company or any Company 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, Company 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 Company and any Company 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 Company'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 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 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 Company 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.

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event Company becomes in default of the following requirements 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 Authority, members of Authority's governing body, and Authority's officers, volunteers, agents, and employees 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 Workers' Compensation/Employer's Liability 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 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, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company 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.

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

C. 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	\$1,000,000
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Provided, however, that all vehicles operating upon the AOA will be required to be insured for \$10,000,000.

D. Property Insurance – Contents. The Company 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.

E. Cyber Liability & Data Storage. The Company shall purchase and maintain Cyber Liability Insurance throughout the Term of this Agreement and such insurance will be maintained for a period of three (3) 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 Company, any of its subcontractors, or cloud service providers used by Company;

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 Company to 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, Company 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.

- F. Environmental Insurance (Pollution). Such insurance will be maintained by Company on a form acceptable to Authority for liability resulting from pollution or other environmental impairment, which arises out of, or is in connection with, work under this Agreement. Company will provide and maintain environmental coverage from the inception of this Agreement. If on a claims-made basis, insurance must respond to claims reported within three years of the end of this Agreement. Limits of Coverage will be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

- 17.03 Waiver of Subrogation. Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Agreement, waives all rights against Authority, members of Authority's governing body and Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.
- 17.04 Conditions of Acceptance. The insurance maintained by Company must conform at all times with Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on 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 Company has maintained an agreement similar to this Agreement with 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, Company will provide Authority on or before the Effective Date with acceptable Payment Security. The Company will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which Company commits no default under this Agreement. Such Payment Security will be in a form and with a company

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 under this Agreement or if such Payment Security is canceled, Company 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 (30) days prior to cancellation, Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.

- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company 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 Company pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute an Event of Default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within ninety (90) days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company 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 Company 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 Company 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 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 Company 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 Company Premises is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, Company will give Authority immediate notice thereof, and 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 Company Premises untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.
- 19.03 Complete Destruction. In the event the Company 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 Company Premises untenable, and the Company Premises cannot be repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, and reconstruct the Company Premises. In the event Authority elects not to repair, replace, and reconstruct the Company Premises, 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 Company Premises will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Company Premises can be re-occupied. Notwithstanding the foregoing, in the event the Company Premises are damaged or destroyed as a result of the act or omission of Company, including negligence, Company's Rents will not abate, and Company will be responsible for all costs to repair or rebuild that portion of the Company Premises damaged or destroyed as a result of Company's act or omission.
- 19.05 Limits of Authority's Obligations Defined. Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Company, 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 Company 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 Company 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 Company under its property insurance coverage, Company waives any and all claims against Authority and the Indemnified Parties for loss or damage to property.

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

The Company and each of its Company Parties will at all times comply with all Applicable Laws, including the Resolution. The Company and each of its Company 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 Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on its Company Premises and at the Airport, the following:

- A. Company is knowledgeable of and agrees to comply with all applicable Environmental Laws that apply to Company's facilities or operations at its Company Premises or the Airport. The Company acknowledges that such Environmental Laws change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, to the maximum extent permitted by State law, Company agrees to indemnify and defend and hold harmless 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 Company or any of its Company Parties of such applicable Environmental Laws and for any non-compliance by Company or any of its Company Parties with any permits issued to Company pursuant to such Environmental Laws, (ii) a presence or release of Hazardous

Substances into the environment caused in whole or in part by Company or any of its Company Parties at its Company 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 Company's or its Company Parties' management, control, authorization, handling, possession, or use of Hazardous Substances at its Company Premises or elsewhere at the Airport; (iii) any breach by Company of any of the requirements of this Article 22; (iv) Company'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 Company or its Company Parties or against Authority by reason of Company's or its Company Parties' violation or non-compliance with Environmental Laws. The Company'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 Authority recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii) or (iv) above, Authority may not recover the same funds from Company; 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 Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any Governmental Authority regarding possible violation of any Environmental Law upon the Company Premises or elsewhere at the Airport.
- D. The Company agrees that all remedies of 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 Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within twenty-four (24) hours of receipt by Company or Company's agent. In the event 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 Company. Any violation or notice of violation or non-compliance with an Environmental Law that Company 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, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

22.02 Environmental Considerations.

- A. The Company and its Company 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 Company Premises. In addition, neither Company nor any Company 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 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 Company's discharge, spill or introduction of any Hazardous Substance onto the Company Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of 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 Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by Applicable Laws, Company 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 Company agrees to provide Authority, within ten (10) days after 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 Company's use of the Company Premises or operations at the Airport.
- D. At the end of the Term of this Agreement, Company 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 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 Company liable in any way for any environmental impacts or release of Hazardous Substances affecting the Company

Premises that occurred prior to Company's entry upon the Company Premises or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors.

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

22.05 Petroleum Storage Systems.

- A. At Company's expense, Company 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 Company 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 Company, and Company will display the registration placard as required by law.
- B. The Company 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 Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company 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 Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Company Premises that may be adopted by Authority. The Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.

- D. The Company 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, Company acknowledges that certain properties within the Company Premises or on Authority-owned land are subject to stormwater rules and regulations. The Company agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Company Premises or the Airport, and, if applicable, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Company Premises, the following:

- A. The Company 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 Company 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 Company 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 Company by implementing and maintaining BMPs. The Company will establish a BMP plan for the Company Premises and submit a copy to Authority.
- B. The Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. The Company is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; collection of stormwater samples; 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, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. The Company 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 Company Premises, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

22.07 Environmental Inspection at End of Agreement Term.

- A. At Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term as provided herein, Company will conduct an

environmental inspection and examination of the Company Premises. At its discretion, 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 Company or Authority's inspection or if requested by 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 Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company 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 Company Premises have been impacted by the release of Hazardous Substances, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to 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 Company Premises or common use areas, Company'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 Company may be liable.
- C. The firm conducting cleanup work must be approved by 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 Company's records for the purpose of substantiating the accuracy of payments to Authority or Company's compliance with other provisions of this Agreement. Free and unrestricted access will be granted to all of Company'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, Company 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 Company maintains the needed documentation in electronic format, upon request by Authority auditors, Company 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 Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed. If, as a result of any engagement, it is established that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest in accordance with Article 7.04.

Company 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 Company 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 Company's failure to comply.

ARTICLE 24

AMERICANS WITH DISABILITIES ACT

The Company 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 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 Company; or

C. Take any other action determined to be appropriate by Authority or the FAA.

25.02 Civil Rights – General – 49 USC § 47123. The Company 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 Company 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 Company transfers its obligation to another, the transferee is obligated in the same manner as Company.

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 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 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 Company or its subcontractors and without interference or hindrance.

ARTICLE 28
RIGHT OF ENTRY

The Authority will have the right to enter the Company Premises for the purpose of periodic inspection of the Company Premises from the standpoint of safety and health, and monitoring of Company's compliance with the terms of this Agreement; provided, however, that, except in the case of an emergency as determined by Authority, Authority shall provide Company with prior notice to the Station Manager, if any (as defined in the Basic Agreement), reasonable under the circumstances (which may be oral), of any entry onto the Company 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 Authority, including the Company 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 Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Company Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. The Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Company 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 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 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 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, 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 Company and its Company Parties must comply with (i) the provisions of 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

Company or Authority by the FAA or TSA. If Company or any of its Company 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 Authority, then, in addition to any other terms of this Agreement, Company shall be responsible and shall reimburse Authority in the full amount of any such monetary penalty or other damages, plus an Administrative Charge. This amount must be paid by Company within ten (10) days of written notice.

ARTICLE 31

SIGNS

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

ARTICLE 32

ASSIGNMENT AND SUBLEASING

The Company will not assign or sublease this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. Any purported assignment or sublease of this Agreement without the prior written consent of Authority shall be void *ab initio* and of no effect. If a sublease is approved, Company 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 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 Authority to be bound by the terms and conditions of this Agreement during the remainder of the Term.

ARTICLE 33
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company 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 Company to the terms of this Agreement by his or her signature thereto.

ARTICLE 34
CONDEMNATION

If the whole or any part of the Company 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 Company will have no claim whatsoever, including claims of apportionment, against 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 Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 35
SURRENDER OF COMPANY PREMISES

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

ARTICLE 36
PERSONAL PROPERTY

Any personal property of Company or others placed in the Company Premises or common use areas will be at the sole risk of Company, and Authority will not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Company 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 Company Premises or common use areas by 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 Company hereby waives any claim against 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 Authority, it is understood that the CEO, or a designee of the CEO, is hereby empowered to act on behalf of 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 Authority or to Company 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
Tampa International Airport
5411 SkyCenter Dr.
Suite 500
Tampa, Florida 33607
Attn: Chief Executive Officer

TO COMPANY:

(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 Company hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by 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 Authority authorizing the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.
- B. The Authority shall notify Company 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.

- 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*”), Company 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 Company Premises, if the act or failure to act may cause, in the sole judgment of Authority, Authority to be in noncompliance with the provisions of the Code, nor may Company 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 Company may not elect to take depreciation on any portion of the Company 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 Company Premises are located, for war or national emergency, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, Company's obligation to pay Rents 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 the Airport, Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for 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 the 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 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 Company is and will be deemed to be an independent contractor and operator responsible for its acts or omissions, and Authority will in no way be responsible therefor.

ARTICLE 46

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'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, Company 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 Authority in order to perform the services contemplated by this Agreement.
- B. Upon request from Authority custodian of public records, provide 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 Authority to perform the services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of 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 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 Company and 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)

[COMPANY]

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

[COMPANY]

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)	Company	Company
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 Company Installed Equipment	Company	Company
Disposal of Construction Garbage, Debris and Waste Materials	Company	Company
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
Company Provided Additional Fire Extinguishers	Company	Company
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 - Company	Company	Company
Controlled Access Security System - Authority	Authority	Authority
Personal Property	Company	Company
Company Installed Lighting	Company	Company
Signage	Authority	Authority
Ceiling Tiles	Authority	Authority
Weight Scales	Company	Company
Keys / Locks	Authority	Authority
Pedestrian Doors	Authority	Authority
LED Signs	Authority	Authority
Restroom Fixtures Exclusive to Tenant Premises / Toilets / Faucets	Authority	Authority
Trade Fixtures	Company	Company

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



FEBRUARY 2021

0965RE-0820 v2

Exhibit C

Federal Aviation Administration Required Provisions

- A. Civil Rights – General. Authority and Company 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 Company transfers its obligation to another, the transferee is obligated in the same manner as the Company.

This provision obligates Company for the period during which any property at the Airport is owned, used or possessed by Company 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: Company while 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: Company, 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. Company 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 Company 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 Company of Company's obligations under this provision and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports: Company 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 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 Company is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to 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 Company's noncompliance with the non-discrimination provisions of this Agreement, 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 Company under this Agreement until Company complies; and/or
 - b. Cancelling, terminating, or suspending the Company's rights under this Agreement, in whole or in part.
6. Incorporation of Provisions: Company 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. Company will take action with respect to any subcontract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of the Authority. In addition, Company 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. Company 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 Company will use the Premises in compliance with all other

requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities in Paragraph D below.

2. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate Company'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, Company, 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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

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

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

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

<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

STANDARD PROCEDURE	Number: <u> S250.04 </u>
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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

STANDARD PROCEDURE	Number: <u> S250.04 </u>
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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

Revised: 02/23/23

Page: 4 of 4

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



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

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



Service Order

This Service Order (SO) is submitted by _____ (Company) under the Shared Tenant Services (STS) Agreement between Hillsborough County Aviation Authority (Authority) and Company, entered into on _____. Company requests installation, moves, adds or changes (MAC) to the STS telephone and data services described below, at the rates established in the current Schedule of Fees. The applicable charges payable by Company for labor and additional services requested through this SO are set forth below. By its approval as indicated on Page 2 of this SO, the Authority accepts this SO.

Qty.	Service or MAC Description	Price Each	Installation Charges	Total Price
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total (Estimated) Per Month, plus taxes and fees		\$ 0.00	\$ 0.00	\$ 0.00

Comments and Special Services Summary:

Unless otherwise indicated in this SO, the SO only covers the STS telephone, data services and cabling to be provided by the Authority during the initial STS implementation. It does not include any additional products or cabling components that may be required for changes requested by the tenant beyond the initial implementation.

Telephone Options

Do you want the Authority to be your Long Distance provider? Yes No N/A

"No" indicates local calling only.

Wide open, domestic and International without using a PIN code? Yes No N/A

Restrict to domestic long distance only (no international)? Yes No N/A

Require PIN code to complete any long distance call? Yes No N/A

Do you want access to Directory Assistance (toll charge per call)? Yes No N/A

Do you want any of your phone numbers to appear in the Verizon white pages at \$3.15 per month, per line?

Yes No N/A Enter Phone Number(s): . . .

Port Security Options

Do you want to enable port security? Yes No N/A

With the Port Security feature, our network ports will remember the network connection from a specific device and only allow that connected device to communicate on that port. If any other device tries to communicate through the port, port security will restrict all network access for that specific port until the original device is plugged back in. This mostly benefits customers requiring high physical security or customers operating in a public area where you don't want just anyone to be able to plug in and use your internet access.



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

TAMPA INTERNATIONAL AIRPORT COMPANY CONTACT INFORMATION SHEET FOR SHARED TENANT SERVICES	Form completed by: _____ Company or HCAA Representative Date: _____ Phone: _____
COMPANY NAME	
_____ MAIN LOCAL CONTACT _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ PHONE NUMBER _____ FAX NUMBER _____ EMAIL _____	
_____ BILLING CONTACT _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ PHONE NUMBER _____ FAX NUMBER _____ EMAIL _____	
_____ LEGAL CONTACT _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ PHONE NUMBER _____ FAX NUMBER _____ EMAIL _____	

Please return form to: Mark Peterson, Hillsborough County Aviation Authority, P.O. Box 22287, Tampa FL 33622
 Phone: (813) 801-6044 Fax: (813) 870-7854 Email: MPeterson@TampaAirport.com

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.

OPERATING DIRECTIVE

Aviation Authority

Number: D271.00.01

Effective: 05/05/10

Revised: 03/04/20

Page: 2 of 3

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.

OPERATING DIRECTIVE

Aviation Authority

Number: D271.00.01

Effective: 05/05/10

Revised: 03/04/20

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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

Effective: 11/01/87

Revised: 06/30/22

Page: 2 of 7

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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Effective: 11/01/87

Revised: 06/30/22

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SUBJECT: Utilization of Authority
Controlled Gates, Hardstands,
Ticket Counter, and Related
Facilities On A Per Use Basis

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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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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Ticket Counter, and Related
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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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SUBJECT: Utilization of Authority
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Ticket Counter, and Related
Facilities On A Per Use Basis

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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Ticket Counter, and Related
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.

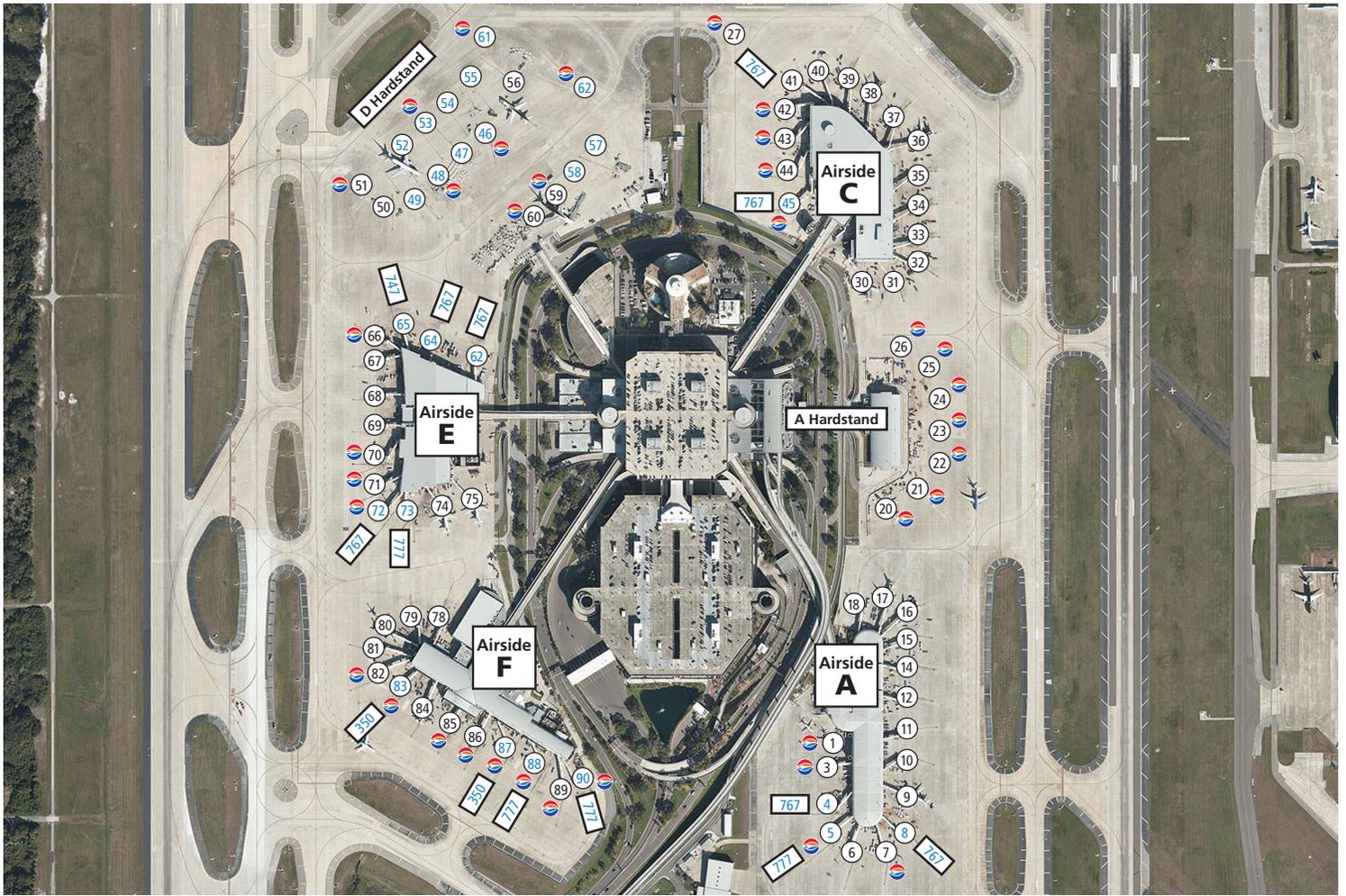
Users will be responsible for providing all food, beverages, other consumables, glassware, and supplies necessary in preparing the International Club Room prior to use and for clean-up after use. The Authority will provide basic janitorial service and facility maintenance. Users are responsible for utilizing 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