

**GREELEY-WELD COUNTY**

**AIRPORT AUTHORITY**

***MINIMUM STANDARDS  
FOR COMMERCIAL ACTIVITIES***

**ADOPTED BY THE GREELEY-WELD COUNTY AIRPORT AUTHORITY  
BOARD OF COMMISSIONERS, JULY 17<sup>TH</sup>, 1997.**

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**\*Added XXI, XXII, and Appendix C**

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# PREFACE

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The Greeley-Weld County Airport Authority, as owner/operator of a federally obligated airport, is responsible for instituting Rules and Regulations for the safe operation of the airport and instituting Minimum Standards establishing the threshold entry criteria for those wishing to provide commercial aeronautical services to the public on the Greeley-Weld County Airport. It has been generally acknowledged and proved by history that the development, updating and enforcement of Minimum Standards can diminish complaints by potential or existing aviation businesses at public airports.

This document was produced through the cooperative efforts of the Greeley-Weld County Airport Authority and tenants and users of the Greeley-Weld County Airport. Industry standards provided by other public airports of similar size and nature, as well as the American Association of Airport Executives and the National Air Transportation Association were used as the basis for its content. The document was then revised using input from individual tenants and through work sessions between the Airport Authority and members of a tenants committee representing the interests of the airport's tenants.

This document helps ensure that the Greeley-Weld County Airport Authority meets all of its obligations to the Federal Aviation Administration in providing and allowing services on the Greeley-Weld County Airport that are provided on a fair and equal basis, and protects the interests of existing and future tenants in ensuring the same.

## ARTICLE I - DEFINITIONS

1. **DEFINITIONS.** As used herein, the following terms shall be defined as follows:
  - a. **Aeronautical Activity.** Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. The following activities, commonly conducted on airports, are aeronautical within this definition: Pilot training; aircraft rental; FAR part 135 and 121 charter operations; sightseeing; aerial photography; crop dusting; aerial advertising or surveying; scheduled and non-scheduled Part 121 operations; aircraft sales; sale of aviation petroleum products (whether or not conducted in conjunction with other included activities); service, repair and maintenance of aircraft; sale of aircraft parts and accessories; the sale of, and repair and maintenance of aircraft radios and instruments; the sale, repair and maintenance of aircraft propellers, and any other activity which because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.
  - b. **Airport.** Shall mean all of the land, improvements, facilities and development of the Greeley-Weld County Airport, or any other Airport Authority owned and/or operated airport. This term shall also mean Airport Authority.
  - c. **Airport Authority or Airport Board.** The Greeley-Weld County Airport Authority, an appointed board which has policy and decision making authority for the operation of the airport. This term shall also include any person employed by the Airport Authority when acting in an official capacity on behalf of the Airport Authority or Airport Board.
  - d. **Airport Tenant.** Defined as any person, firm, or corporation leasing property or improvements from the Greeley-Weld County Airport Authority who is not a Fixed Base Operator (FBO).
  - e. **Airport Tenant Sublessee.** Any person, firm or corporation leasing property or improvements from any Airport Tenant (defined above) who is not a Fixed Base Operator.
  - f. **Business License.** The Commercial Operator/Airport Operations license issued Commercial Tenants and FBO's by the Airport Authority certifying compliance with the airport's minimum standards.
  - g. **Fixed Base Operator (FBO).** A Fixed Base Operator is defined as any person, firm, or corporation performing any of the commercial aviation

functions or furnishing any of the commercial aviation services as hereafter set out for Fixed Base Operators at the Greeley-Weld County Airport, or any other airport owned and operated by the Greeley-Weld County Airport Authority. No person, firm, or corporation shall engage in any commercial activity as a Fixed Base Operator as herein defined unless the same is done in full compliance with the standards, rules and regulations herein set forth. A person shall qualify as a Fixed Base Operator only upon providing the minimum services as described in these Articles.

- h. **Person**. Any individual, firm, partnership, corporation, association, or company (including any assignee, receiver, trustee, or similar representative thereof) or the United States of America or any foreign government, or any state of political subdivision thereof.
- i. **Permittee**. Any organization, business or person not leasing space at the airport who has been authorized by the Greeley-Weld County Airport Authority, and has paid a fee, to access the airport from an off-airport parcel of land.
- j. **Through the Fence or Off Airport Access**. Operations that are conducted off the actual airport property that have aeronautical access to any portion of the airport's runway or taxiway system.

## ARTICLE II - BUSINESS LICENSE

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in any commercial activity as described in these Minimum Standards, shall make application for and obtain prior to commencing such commercial activities, a Business License. The application shall be completed in full and considered incomplete if any information is not provided including the required attachments. All Business License fees must be paid prior to the issuance of such Business License.

### 1. GENERAL

- a. Business License Fees for FBO's as defined in these Articles will be set according to the number and type of business activities pursued. All fees for Business Licenses are as established in the published schedule of airport Rates and Charges as adopted by the Airport Authority Board of Commissioners, and from time to time revised.
- b. All commercial businesses on the airport, or that have off airport access to the airport from an off-airport parcel, must be licensed or officially certified as is necessary, by the appropriate federal, state or local government agency having jurisdiction, as a condition of receiving a Business License (i.e., food sales hold Health Dept. certificates; flight schools/flight instruction hold FAA certification; etc.).
- c. Persons engaging in commercial business activities on the airport or on an off-airport parcel must maintain an identifiable place of business. This shall include a telephone and a physical office or place of business appropriate for the type of activities conducted. This paragraph does not apply to independent operators as described elsewhere in these Articles.
- d. All persons or businesses that make application for a Business License shall provide public liability insurance in amounts as specified in these Articles. Insurance shall be maintained with an insurance company authorized to conduct business in the State of Colorado that is satisfactory to the Authority. The Authority shall be provided with a certificate from the insurance carrier showing such insurance to be in full force and effect. Said policies and certificates shall contain a provision that written notice of cancellation, or of any material change in said policy by the insurer shall be delivered to the Authority at least thirty (30) days in advance of the effective date thereto. Additionally, the Authority, including its officers, agents, and representatives shall be listed and designated as an additional insured on said policies and certificates.

## 2. BUSINESS ACTIVITIES - DEFINITIONS

- a) **PUBLIC AIRCRAFT FUELS DISPENSING** - A business engaged in the retail sale of aviation fuels to the public, and also providing basic ground support services including aircraft towing, storage and supplies. A Public Aircraft Fuels Dispenser may also provide other aeronautical services.
- b) **AIRCRAFT RENTAL** - A business engaged in the rental of aircraft to the general public for either pleasure or flight instruction. A Business License for Aircraft Rental does not include flight instruction.
- c) **AIRCRAFT SALES** - A business engaged in the sale of new or used aircraft. Does not include aircraft being sold by the individual owner when not being done as a commercial business activity.
- d) **AIRCRAFT PAINT SERVICES** - A business engaged in the inspection and painting or re-painting of aircraft.
- e) **AIRFRAME AND/OR POWERPLANT REPAIR** - A business providing minor and/or major overhaul and repairs to aircraft engines and/or airframes. Retail sales are limited to new or replacement parts and shop supplies.
- f) **AIR TAXI SERVICE** - Sales of aircraft travel or transportation for hire. A business providing aircraft charter or for hire services pursuant to FAR Part 121 or 135.
- g) **AERIAL APPLICATIONS** - Application of agricultural chemicals to crops.
- h) **FLIGHT TRAINING** - A business engaged in providing flight instruction for the operation of aircraft. Rental of aircraft may also be provided. Retail sales are limited to text books and other basic pilot supplies specific to the type of instruction offered.
- i) **FLYING CLUB** - A not for profit or non-profit corporation, association or partnership organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. Retail sales are permitted to club members only and all profits from such sales must be used entirely to support club operations. No retail sales to the general public are permitted except for fund raising events as provided for in Article XII.
- j) **MULTIPLE SERVICES** - A business engaged in two or more commercial activities as described herein that is not a Fixed Base Operator.

- k) **RADIO, INSTRUMENT OR PROPELLER REPAIR** - A business engaged in the retail sales, servicing and/or repair of aircraft avionics, navigation equipment, other instruments or propellers.
- l) **RESTAURANT SERVICES** - Any sales of food items to employees, students or the general public, whether through vending machines or by on-site preparation.
- m) **SKYDIVE OPERATOR** - Any company or individual engaged in recreational or instructional skydiving operations for profit.
- n) **SKYDIVE CLUB** – A not for profit or non-profit corporation, association or partnership organized for the express purpose of providing its members with the opportunity to skydive. Retail sales are permitted to club members only and all profits from such sales must be used entirely to support club operations. No retail sales to the general public are permitted except for fund raising events as provided for in Article XIII.
- o) **SPECIALIZED COMMERCIAL FLIGHT SERVICES** - Commercial activities including but not limited to; banner towing and aerial advertising; aerial photography or survey; fire fighting or fire patrol; power line or pipe line patrol; any other operation excluded from FAR Part 135.
- p) **NON-PUBLIC AIRCRAFT FUELS DISPENSING** - Persons or businesses that purchase, store and transfer aircraft fuel for use in their privately or company owned aircraft. Sale of fuel to any other entity is strictly prohibited.
- q) **INDEPENDENT COMMERCIAL OPERATOR** - Includes any person, firm or corporation that performs services on the airport for hire/profit but is not a tenant based at the airport or on an off-airport parcel, and does not have a lease or access agreement.

### 3. **LICENSE APPROVAL/REVISIONS**

Initial issuance of a Business License will be approved by action of the Airport Board of Commissioners. Any new activity to be conducted after Board approval must be approved by the Authority, and only after paying any additional Business License Fees that may be required in conjunction with the proposed activity.

### 4. **NON-COMPLIANCE/REVOCAION OF BUSINESS LICENSE**

Persons or tenants conducting commercial activities in a manner which do not comply with these Articles are subject to cancellation or revocation of their Business License. Persons found to be in violation of the provisions of these Articles, the Airport Rules and Regulations, Storm Water Management Plan, or any other policy of the Authority, will be subject to the revocation of certain



privileges upon the airport premises which may include, but not be limited to; removal from the airport premises, revocation of commercial aviation privileges and/or Business License, revocation of airport access, termination of lease or operating agreement, or civil penalties as may be provided for by State and local laws. Additionally, tenants whose accounts are in arrears for payment of rent or other services are also subject to having their Business License canceled or revoked. Persons, tenants or businesses conducting commercial activities on the airport without a Business License may be enjoined by a Court of proper jurisdiction and/or removed from airport property.

**GREELEY-WELD COUNTY AIRPORT AUTHORITY**  
**APPLICATION FOR BUSINESS LICENSE**

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1. **BUSINESS NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

2. **RESPONSIBLE PARTY OR OFFICERS:**

\_\_\_\_\_ **PHONE:** \_\_\_\_\_  
\_\_\_\_\_ **PHONE:** \_\_\_\_\_  
\_\_\_\_\_ **PHONE:** \_\_\_\_\_

3. **BUSINESS LICENSE REQUESTED** (Category From Minimum Standards):

4. **DESCRIPTION OF SERVICES IN DETAIL** (Attach Additional Sheets If Necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **DESCRIPTION OF FACILITY** (Include Size, Type Building, Intent to Lease or Build):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **NUMBER OF EMPLOYEES/NEW JOBS CREATED:** \_\_\_\_\_

7. **ANTICIPATED SALARY RANGES OF EMPLOYEES:** \_\_\_\_\_

8. **FAA CERTIFICATES & LICENSES HELD FOR PROPOSED ACTIVITIES**  
(Include Type Certificate and Certificate Number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. **INSURANCE** (List All Insurance Coverage Applicable and Limits of Liability. Must Meet Minimum Insurance Requirements Contained In Minimum Standards):

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10. **Is the Greeley-Weld County Airport Authority named as an Additional Insured?**

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

11. **ATTACHMENTS:**

The following documents at a minimum must accompany the submittal of this Application. Failure to attach may cause Application to be incomplete and not considered.

- a. Corporate Financial Statements
- b. Banking References
- c. Personal Financial Statements For Previous Two (2) Years (If a family owned business or no previous corporate financial history available, or at the discretion of the Authority).

All commercial activities conducted on the Greeley-Weld County Airport require a Business License.

All questions and comments should be directed to the Airport Director. Applicants may also address the Airport Board of Commissioners during their regularly scheduled monthly meetings.

### ARTICLE III - PUBLIC AIRCRAFT FUELS DISPENSING

1. **QUALIFICATIONS.** A person shall qualify for Public Aircraft Fuels Dispensing upon proof that said person is a financially stable and responsible business enterprise, proof that capital is available to perform the activities contemplated, and submittal of documentation summarizing the activities contemplated. In addition, said FBO shall demonstrate and provide proof, that the premises from which it intends to operate on the airport and the personnel employed by it comply with the following minimum requirements:
  - a. Adequate land for the conduct of activities contemplated;
  - b. General aviation service facilities (hangar and offices) containing a minimum amount of square feet in which to adequately provide the services contemplated. If no facilities exist, FBO must agree to construct suitable buildings within 12 months to fulfill the requirements defined herein;
  - c. A staffed office facility;
  - d. A waiting room or lobby for customers and flight planning facilities for crews of itinerant aircraft;
  - e. Sanitary rest room facilities;
  - f. Public telephones;
  - g. Parking sufficient to accommodate employees and customers;
  - h. Personnel on duty seven (7) days a week during normal working hours and additional employees available on call during non-business hours. Personnel shall be neatly uniformed.
  - i. Availability of fuel for the public, and properly trained personnel and equipment adequate to perform fueling services as further outlined in this Article.
  - j. Secure or provide the following additional services:
    1. Aircraft maintenance available to the general public.
    2. Client/passenger services to include flight planning and weather briefing.
    3. Appropriate grades of aircraft lubricants.
    4. Oxygen.
    5. Aircraft storage and tie-down for permanent and itinerant aircraft.

6. Equipment necessary to tow, tug or otherwise move aircraft up to 12,500 lbs. in weight.
  7. APU/GPU starting services.
  8. UNICOM or ARINC service.
- k. Arrange for the following services as needed:
1. Auto rental.
  2. Air Taxi.
  3. Aircraft catering.
  4. Aircraft rental.
2. **CERTIFICATION**. Prior to commencement of public fuels dispensing activities, said FBO shall submit to the Greeley-Weld County Airport Authority, a properly executed Statement of Compliance with the minimum requirements set forth in Article II, Paragraph 1 of this document and with the applicable requirements of other Articles that may apply to the services contemplated. The Greeley-Weld County Airport Authority shall have the right at any reasonable time to inspect the premises to assure compliance.
3. **AUTHORIZED ACTIVITIES**. FBO shall have the right to engage in other aeronautical activities as set forth in this document, by complying with the minimum standards of the activities desired to be performed.

FBO shall provide written notification to the Airport Authority of its intent to engage in those activities described in this document, and shall provide a Statement of Compliance.

If the FBO wishes to engage in any activity not set forth in this document, it shall provide the Airport Authority with written notification of said intent and shall comply with specific minimum standards as determined by the Airport Authority.

Permission to engage in the activities described herein shall not be granted until compliance with this Article, and all Federal, State and local laws, including Certificates of Occupancy, Building Permits, Codes, etc. have been met for all associated facilities (i.e. hangars, offices, etc.). In the event that said facilities fall below, or no longer meet these compliance standards, the Airport Authority has the right to suspend or revoke, temporarily or permanently, the right to engage in the FBO activities described herein.

The FBO shall display in a public area in public view within the FBO facility, the Commercial Operator/Airport Operations License (Business License) issued by the Airport Authority, indicating the FBO's compliance with the provisions of this Article.

4. **FUELS DISPENSING**

- a. **Fuel.** Prior to the presentation of a request for a Business License, the prospective FBO shall furnish a letter of product commitment from an oil company acceptable to the Airport Authority. The FBO shall provide at least two grades of aircraft fuel, including 100LL and JET A. Said fuel shall be that of a nationally recognized company acceptable to the Airport Authority. Fuel prices shall be posted in public view.
- b. **Fueling Facilities**
  1. **Trucks.** The FBO shall furnish mobile dispensing trucks, at least one for each type of fuel, having a minimum capacity of 700 gallons for 100LL, and 2,200 gallons for JET A. Separate filter-equipped dispensing pumps and meters for each type of fuel shall be required. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA recommendations, regulations and requirements.
  2. **Tank Farm.**
    - a. The FBO shall furnish a minimum of two aircraft fuel storage tanks with a capacity of 10,000 gallons each. Unless FBO's fuel trucks are licensed for public road operation, FBO shall also provide a minimum 450 gallon automotive fuel storage tank. Aircraft fuels will not be used to run mobile dispensing trucks.
    - b. Fuel storage tanks shall be above ground and in a location approved by the Airport Authority. Tanks shall conform with all applicable Federal, State and local standards, and recommendations of the National Fire Protection Association.
    - c. Fuel storage tanks shall comply with requirements set out by the Environmental Protection Agency (EPA), the FAA, and all State of Colorado Environmental regulations.
    - d. All plans and specifications for tank farms, or tank farm improvements shall be prepared and presented to the Airport Authority and shall require approval by the Architectural Review Committee before any construction may begin.
    - e. The FBO shall store, handle and dispose of any hazardous waste or contaminated fuel in accordance with Federal,

State and local laws, regulations and ordinances now or hereafter enacted. FBO shall bear all costs for cleanup of hazardous waste. All hazardous waste, including contaminated fuels, shall be disposed of off the airport property.

The FBO shall make available at the request of the Airport Authority or his designated representative, copies of all manifested waste and certification of approved sites.

- f. The FBO shall provide monthly reports to the Airport Authority documenting fuel transfers into the tank farm, and shall supply copies of bills of lading, delivery tickets, invoices, or other documentation verifying actual quantities transferred into the tank farm.

## 5. **INSURANCE AND INDEMNIFICATION**

- a. **Fire Insurance.** During the full term of the Business License and lease, the FBO shall, at its sole cost and expense, cause all improvements constructed or installed on FBO's leased premises to be kept insured to the full insurable value thereof against the perils of fire, extended coverage, vandalism, explosion and like perils. Said insurance shall be procured from a company authorized to do business in the State of Colorado, and FBO shall provide the Airport Authority with evidence satisfactory to the Airport Authority that such coverage has been procured and is being maintained.

The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements, as necessary; provided, however, that if the permit is canceled, such proceeds shall be used to restore the leased premises to its original condition, including the removal of all buildings, structures and debris.

Property insurance policies required by this paragraph shall contain waiver of subrogation endorsements and shall provision that the Airport Authority shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days written notice to the Airport Authority, and shall name the Greeley-Weld County Airport Authority as an additional insured.

- b. **Indemnification.** The Airport Authority shall stand indemnified by FBO as herein provided. FBO is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or

omissions, and the Airport Authority shall in no way be responsible therefor. FBO covenants and agrees to indemnify, hold harmless and defend Airport Authority, its officers, agents, servants and employees from and against any and all claims for damages or injury to persons or property arising out of or incident to the leasing of or the use and occupancy of the premises by FBO, its employees, patrons, contractors of subcontractors, and FBO does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character whether real or asserted, occurring during the term of the Business License or lease in connection with the use or occupancy of the premises by FBO, its employees, patrons, contractors or subcontractors. FBO shall pay promptly when due all bills or charges for construction or maintenance as well as any other amounts due for material or services furnished in connection therewith, and FBO shall indemnify the Airport Authority against any and all mechanics liens imposed upon the premises demised hereunder arising as a result of FBO's conduct or inactivity.

FBO shall promptly, after the execution of its lease, and prior to receiving a Business License from the Airport Authority, provide public liability insurance for personal injuries, including death, growing out of any on accident or other cause in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)** for one person, and **One Million and No/100 dollars (\$1,000,000.00)** for two or more persons, shall provide property damage liability insurance in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)** for property damage growing out of any on accident or other cause; shall provide products liability insurance in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)**, and shall provide hangar keeper's liability insurance in a minimum amount of **One Million and No/100 dollars (\$1,000,000.00)**.

FBO shall maintain said insurance with insurance underwriters authorized to do business in the State of Colorado satisfactory to the Airport Authority. FBO shall furnish the Airport Authority with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of the Business License and lease. Said certificates shall contain a provision that written notice of cancellation of any material change in said policy to the insurer shall be delivered to the Airport Authority thirty (30) days in advance of the effective date thereof, and said policy shall name the Greeley-Weld County Airport Authority as an additional insured.

6. **FEES**

- a. **Registration.** The FBO shall be responsible for registering all fuel tanks with the appropriate Federal, State and local agencies, and any other



agency now or hereafter requiring so, and be solely responsible for payment of all registration fees and other associated costs.

- b. **Fuel Flowage Fee.** For the privilege of securing the right to dispense aircraft fuels, FBO shall pay to the Airport Authority a fuel flowage fee at the rate established by the Airport Authority. Such fuel flowage fee rate may be adjusted by the Airport Authority at any time during the term of the Business License or lease, but in no case shall the rate be greater than that paid by any other FBO on the Airport, excluding FBO services provided directly by the Airport Authority.
  - c. **Parking Fees.** Any and all aircraft parking fees as established by the Airport Authority and collected by the FBO for parking on the public use transient apron or on any other property of the Airport Authority, not leased out on an exclusive basis, shall be paid to the Airport Authority subject to the terms of any agreements for the collection of those fees.
  - d. **Time of Payment.** Fuel flowage fees and the payments on aircraft parking fees shall be due on the tenth (10) day of the month succeeding that in which the aircraft fuels were supplied to the FBO and/or parking fees collected, and shall be delinquent if unpaid before the tenth (10) day of each month.
7. **RECORDS OF FBO.** FBO shall keep true and accurate records and books which shall show all fuel deliveries made to FBO at said airport and all parking fees collected. FBO's fuel supplier shall furnish monthly delivery reports to the Airport Authority upon request.

With the payment of fuel flowage fees and aircraft parking fees, FBO shall submit to the Airport Authority detailed statements of such fuel deliveries, fuel sales, and aircraft parking fees collected for the preceding calendar month. These statements shall be in a form and show such reasonable detail and breakdown as may be required by the Airport Authority.

8. **AUDIT.** Within thirty (30) days after the end of each of the Airport Authority's fiscal years, FBO shall submit to the Airport Authority a detailed statement of total gallons of fuel delivered into the tank farm and total parking fees collected. Such statement shall be prepared by an independent Certified Public Accountant and any adjustment due on payments made during the previous year shall be accomplished at that time.

In addition, the Airport Authority shall have the right at any time during the term of its agreement with the FBO to authorize an audit of FBO's records pertaining to its FBO operation on the airport. Such audits shall be undertaken by an

independent Certified Public Accountant, satisfactory to the Airport Authority. The cost of such audit shall be borne by the Airport Authority.

9. **CANCELLATION**

a. **Cancellation by FBO.** FBO Business Licenses and leases shall be subject to cancellation or revocation after the happening of one or more of the following events:

1. The permanent abandonment of the airport.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the airport, or any substantial part or parts thereof, in such a manner as substantially to restrict the FBO for a period of at least ninety (90) days from operating thereon.
3. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the airport, and the remaining in force of such injunction for period of at least ninety (90) days.
4. The default by the Airport Authority in the performance of any covenants or agreement required to be performed by the Airport Authority and the failure of the Airport Authority to take reasonable action to remedy such default for a period of ninety (90) days after receipt from FBO of written notice to remedy the same.

FBO may exercise such right of termination by written notice to the Airport Authority at any time after the elapse of the applicable periods of time and the Business License and lease shall terminate as of that date, or other date established by the FBO.

Upon cancellation, FBO must submit an independent, certified engineering report indicating all facilities are in compliance with all Federal, State, and local regulations, including those pertaining to the fueling facilities.

b. **Cancellation by Airport Authority.** Business License and leases shall be subject to cancellation by the Airport Authority in the event of any of the following acts or omissions by the FBO:

1. Be in arrears in payment of the whole or any part of the amounts agreed upon for a period of ten (30) days after the time such payments become due;

2. Make a general assignment for the benefit of creditors;
3. Abandon the demised premises;
4. Discontinue required services to the public;
5. Fail to replace any improvements which have been destroyed by fire, explosion, etc. within six (6) months from the date of such destruction;
6. Default in the performance of any of the covenants and conditions required herein to be kept and performed by FBO, and such default continues for a period of thirty (30) days after receipt of written notice from the Airport Authority of said default;
7. Fall below or be in non-compliance with any Federal, State or local laws governing the occupancy or use of associated facilities such as hangars, offices, fuel tanks, etc.

In any of the aforesaid events, the Airport Authority may take immediate possession of the demised premises and remove FBO's effects, forcibly, if necessary, without being deemed guilty of trespassing. Upon said entry, the Business License and lease will terminate. Any fees due shall be payable to said date of termination.

Failure of the Airport Authority to declare the permit terminated upon the default of FBO for any of the reasons set forth herein, shall not operate to bar or destroy the right of the Airport Authority to cancel the Business License or lease by reason of any subsequent violation of the terms hereof.

10. **ASSIGNMENT, TRANSFER OR SUBLETTING.** The FBO shall not assign, sublet or transfer its Business License or lease or any privileges herein contained, in whole or in part, without written prior consent of the Airport Authority.

It is specifically stipulated and agreed that FBO will not enter into any tie-in agreements with other operators or sublet any of the rights herein whereby other operators share in the privileges or the services stipulated in the Business License or lease without the written consent of the Airport Authority.

11. **SUSPENSION OF BUSINESS LICENSE AND/OR LEASE.** During time of war or national emergency, the Airport Authority shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of FBO's Business License or lease

which are inconsistent with the lease provisions to the Government will be suspended.

12. **ATTORNEY'S FEES.** In an action brought by the Airport Authority for the enforcement of the obligations of FBO, the Airport Authority shall be entitled to recover interest and reasonable attorney's fees.
13. **TAXES.** The FBO is solely responsible for the payment of any taxes or assessments which may be lawfully levied against FBO's occupancy or use of the demised premises or any improvements placed thereon as a result of FBO's occupancy.
14. **RELOCATION OF IMPROVEMENTS.** In the event that the Airport Authority requires any of the leased premises, including the tank farm, for expansion or development of the airport, the Airport Authority reserves the right to relocate or replace the improvements made by FBO to substantially similar facilities generally comparable at another location on the airport.
15. **SUBORDINATION OF AGREEMENT.** The FBO Business License and lease shall be subordinate to the provisions of any existing or future agreements between the Airport Authority and the United States of America relative to the operation or maintenance of the airport, the execution of which has or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

## ARTICLE IV - AIRCRAFT RENTAL

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in aircraft rental activities shall provide as a minimum the following:

1. **LAND**. Sufficient land for the parking and storage of as many aircraft as are available for rent.
2. **BUILDINGS**. Lease or construct, within 12 months, a building which will provide adequate space, rest rooms and public telephones. If aircraft maintenance is to be performed on site, additional adequate area will be required for shop and storage space.
3. **PERSONNEL**. If check rides will be required, one person having a current pilot certificate with the appropriate ratings for the type of aircraft and training to be offered. The pilot performing the check ride does not have to be an employee of the business. If aircraft maintenance is to be performed on site, proper certification is required for shops and personnel if applicable.
4. **AIRCRAFT**. At least one airworthy aircraft owned or leased in writing to the lessee, and certificated for the type of flight intended. This paragraph shall not serve to preclude a verbal agreement for the use of an aircraft for rental provided the permission has been granted by the aircraft owner.
5. **INSURANCE COVERAGE**. As specified in the appropriate Article contained in this document.

## ARTICLE V - AIRCRAFT SALES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in business of the sale of new or used aircraft must provide as a minimum the following:

1. **LAND**. Sufficient land area to adequately store, display and service aircraft.
2. **BUILDINGS**. Lease or construct within 12 months, an adequate amount of space, including public rest rooms, lounge and public use telephones.
3. **PERSONNEL**. A minimum of one (1) properly certificated Commercial Pilot with ratings for the appropriate types of aircraft to be demonstrated and to conduct the operations contemplated.
4. **DEALERSHIPS**. New aircraft dealers shall hold an authorized factory or sub-dealership. All aircraft dealers shall hold a dealership license or permit, if required by State or local regulations.
5. **USED AIRCRAFT**. A Lessee engaged in the sale of used aircraft must conform to the provisions of FAR Part 47, Subpart C, and must possess a valid Dealers Aircraft Registration Certificate, FAA Form 8050.
6. **AIRCRAFT**. A dealer of new aircraft shall have available or on call one (1) current model demonstrator. This paragraph shall not serve to preclude an aircraft dealer from selling aircraft unseen or as a broker when demonstrator models are not available or required.
7. **SERVICES**. Provide for adequate parts and servicing of aircraft and accessories during warranty periods for new aircraft.
8. **INSURANCE COVERAGE**. As specified in Article XV contained in this document. Coverage shall include aircraft held for sale and demonstration by the Lessee but owned by others.
9. **SALES TAX LICENSE**. Lessees shall hold and conspicuously display a current sales tax license issued by the State of Colorado, and the City of Greeley (if applicable).

## ARTICLE VI - AIRCRAFT PAINT SERVICES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in aircraft paint services shall provide as a minimum the following:

1. **LAND**. Sufficient land for the parking and storage of the type aircraft awaiting repair or pickup.
2. **BUILDINGS**. Lease or construct, within 12 months, a building sufficient to provide adequate shop and storage space meeting local and State code requirements, plus any other requirements for the necessary operations.
3. **PERSONNEL**. Personnel properly qualified and/or rated to perform the required functions.
4. **ENVIRONMENTAL CONSIDERATIONS**. All space being used for chemical application, stripping, spraying, or other type of activities that generate fumes, dust, or other noxious odors or hazards, must properly filtered and ventilated, in accordance with all applicable environmental regulations of Federal, State or local laws.
5. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

## ARTICLE VII - AIRFRAME AND/OR POWERPLANT REPAIR

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in airframe and/or powerplant repair activities shall provide as a minimum the following:

1. **LAND**. Sufficient land for the parking and storage of the type aircraft awaiting repair or pickup.
2. **BUILDINGS**. Lease or construct, within 12 months, a building sufficient to provide adequate shop and storage space meeting local and State code requirements, plus adequate office space, public rest rooms, waiting areas and telephones, if necessary, and any other requirements to meet FAA compliance requirements.
3. **SERVICES**. Provide for major and/or minor airframe and powerplant repair. FAA Repair Shop certification is necessary where required by the FAA.
4. **PERSONNEL**. A minimum of one (1) properly FAA certificated Airframe and Powerplant mechanic possessing the appropriate rating for the work to be performed.
5. **EQUIPMENT**. Sufficient equipment, tools, supplies and inventory of parts to perform maintenance in accordance with the manufacturer's recommendations or equivalent, and in accordance with all applicable FAA regulations.
6. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

## ARTICLE VIII - AIRPORT TENANT

A person having the use designation of Airport Tenant shall be limited to the following and only the following uses:



**Storage of wholly owned or leased aircraft and service and maintenance on wholly owned or leased aircraft.**

1. Such person may provide fuel for owned/leased aircraft, but only after meeting the requirements of the Airport Authority's Non-Public Fuels Dispensing policy.
2. Due to the vast variety of single and multi-occupancy hangars, a single minimum standard for building and acreage is not established. Therefore, each application under this standard will be considered on its own merits.
3. The definition of Airport Tenant includes individual aircraft and hangar owners and lessees, leasing land and/or hangars from the Airport Authority or others.
4. Tenants of T-Hangars owned by the Airport Authority shall not hangar aircraft owned by others whether for free or for compensation, nor offer, nor provide, for financial gain, any services whatsoever to others for compensation.
4. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

## **ARTICLE IX - AIR TAXI SERVICE (FAR Part 121 & 135 Operators)**

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in air taxi activities must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, and shall provide as a minimum the following:

1. **LAND**. Sufficient land area for the proposed operations including automobile parking, aircraft tie-down and or hangar space to accommodate leased or owned aircraft.
2. **BUILDINGS**. Lease or construct within 12 months, adequate space for office, public lounge, rest rooms and public use telephone. The Building should also accommodate satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, ground transportation, and other related activities.

The Air Taxi Operator, with prior written consent, may be granted permission to utilize the public airport terminal building for these purposes, in lieu of leasing or constructing other facilities that meet the requirements of Paragraph 1 or 2. In such cases, use of the public airport terminal building for these purposes will be subject to any special rates and charges that may now or hereafter be established for such usage. In such cases, the operator is required to maintain an adequate office and working telephone for the operation of its business.

3. **PERSONNEL**. Properly certificated pilot(s) holding the FAA ratings to conduct the air taxi services offered, including type certifications for the type of aircraft being used, if necessary.
4. **AIRCRAFT**. A minimum of one (1) four place aircraft meeting all of the requirements of the Air Taxi/Commercial Operator Certificate held. Aircraft shall be owned or leased by agreement in writing and meet all the relevant requirements of Part 135 of the FAA regulations.
5. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

## **ARTICLE X - AERIAL APPLICATIONS**

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in aerial application (crop dusting) operations must an Agricultural Aircraft Operator Certificate issued by the FAA; comply with the requirements of all Federal, State and local laws and/or regulations applicable to aerial application operations. Those engaged in the above activities shall provide as a minimum the following:

1. **LAND.** Sufficient paved or prepared aircraft parking apron and space for the loading and unloading of vehicles and equipment, if chemicals are to be handled on the airport premises. If chemicals are to be handled on the airport premises, an area must be set aside specifically for the cleaning and servicing of aircraft. Portable containment devices approved by the Environmental Protection Agency (EPA) may be substituted for this requirement.
2. **FACILITIES.** If chemicals are to be stored or handled on the airport premises, a segregated chemical storage area protected from public access must be provided. Wash down of agricultural spraying aircraft and flushing of agricultural aircraft spray tanks will be accomplished only in areas so designated and in accordance with all applicable Environmental Protection Agency (EPA) requirements, and other Federal, State and local laws now hereafter in effect, including the airports approved Storm Water Management Plan.

Empty chemical containers will be disposed of off of the airport property in accordance with applicable laws. A centrally drained, paved area for aircraft loading/unloading, servicing and dumping, tank truck handling, and for the mixing of compounds, shall contain an adequate area and meet all government requirements.

Adequate ground support equipment for the handling and loading/unloading of dusting materials shall be provided.

3. **PERSONNEL.** A minimum of one (1) properly certificated Commercial Pilot, properly rated for the aircraft to be used and meeting the requirements of all appropriate FAA regulations and applicable State and local regulations.
4. **AIRCRAFT.** A minimum of one (1) properly certificated aircraft meeting all of the appropriate FAA regulations and applicable State and local regulations. Leased aircraft shall be by written agreement.
5. **INSURANCE COVERAGE.** As specified in Article XV contained in this document.

## ARTICLE XI - FLIGHT TRAINING

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in flight training activities shall provide as a minimum the following:

1. **LAND**. Sufficient area for the proposed operations including automobile parking, training, aircraft tie-downs and/or hangar space to accommodate leased or owned aircraft.
2. **BUILDINGS**. Lease or construct within 12 months, adequate space to provide classroom, briefing room, pilot lounge, rest rooms, office space and public use telephone. The above mentioned floor space shall be sufficient to accommodate the requirements of its program and the number of students typically using the facility.
3. **PERSONNEL**. At least one (1) properly FAA certificated flight/ground instructor to cover the type training and ratings being offered.
4. **AIRCRAFT**. At least one (1) leased or owned properly certificated aircraft equipped for the type of flight instruction being offered. If leased, documentation authorizing the flight training organization to utilize said aircraft for flight instruction must be available.
5. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

## ARTICLE XII - FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation and an awareness and appreciation of aviation

requirements and techniques, the category of Flying Clubs is included in the Minimum Standards for the Greeley-Weld County Airport Authority.

All flying clubs desiring to base their aircraft and operate at the Greeley-Weld County Airport must comply with these requirements. However, they shall be exempt from Fixed Base Operator and other requirements upon the satisfactory fulfillment of the conditions contained herein:

1. The club shall be a registered not for profit or non-profit corporation, association or partnership organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
2. Flying clubs may not offer or conduct charter, air taxi, aircraft rentals, or any other form of commercial aviation activity. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.
3. Members may compensate other members for flying services; however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.
4. Any qualified mechanic and/or flight instructor who is a registered member and part owner of the aircraft owned and operated by the flying club shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or flight time or by direct payment for services, provided however that the mechanic or instructor is not a full time employee of the club.
5. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at airport, except that said flying club may sell or exchange its capital equipment. Nothing in the paragraph is intended to prohibit fund raising events or activities intended to raise funds for the operation of the club.
6. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations, and the Rules and Regulations of the Greeley-Weld County Airport Authority, including these Minimum Standards.
7. The flying club, with its request for a Business License, shall furnish the Airport Authority with a copy of its by-laws, articles of incorporation/association, partnership agreement or other documentation supporting its existence; evidence of insurance in the form of a Certificate of Insurance provided to the Airport Authority with the Airport Authority named as an additional insured.

8. The flying club, upon request by the Airport Authority, shall provide satisfactory evidence of all club income and expenses and evidence of ownership of aircraft. Such request shall be made by the Airport Authority upon reasonable cause.
9. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.
10. A flying club which violates any of the foregoing, or permits one or more of its members to do so, will be notified of the violation and given 30 days in which to correct said violation. Should such violation not be corrected within 30 days, the Airport Authority shall have the right to terminate the Business License and/or lease. Nothing in this paragraph shall serve to prevent the Airport Authority from taking any immediate action when a safety related or hazardous situation exists.

## ARTICLE XIII - INDEPENDENT COMMERCIAL OPERATOR

Any person, firm, corporation, FBO or partnership conducting commercial aviation activities on the Greeley-Weld County Airport who is not a tenant or sub-tenant of the airport, does not hold a lease or access agreement with the Authority or an airport tenant, or who otherwise does not pay any rent to the Authority or any airport tenant for the use of space on the airport, shall be considered an Independent Commercial Operator.

1. **ACTIVITIES**. Independent Commercial Operators include but are not limited to any activity defined in these Articles.
2. **BUSINESS LICENSE**. An Independent Commercial Operator must possess a Business License approved by the Authority.
3. **FEES**. In addition to the appropriate Business License Fee, Independent Commercial Operators must pay one percent (1%) of all gross sales taking place on the Greeley-Weld County Airport to the Authority for the privilege of conducting business on the airport.
4. **FLIGHT INSTRUCTION**. The following interpretations are made concerning Independent Commercial Operators conducting flight instruction activities:
  - a. Flight instructors performing flight instruction for hire as an employee of an airport tenant holding a Business License including flight instruction are not considered Independent Commercial Operators.
  - b. Flight instructors performing flight instruction for hire as an independent contractor to an airport tenant holding a Business License including flight instruction are not considered Independent Commercial Operators. Designated Examiners (DE's) performing services on behalf of a Tenant are not considered Independent Commercial Operators.
  - c. Flight instructors performing flight instruction for hire by an individual aircraft owner whose aircraft is based at the airport, are not considered Independent Commercial Operators if the flight instruction is exclusively for the individual aircraft owner him/herself only.
  - d. Flight instructors performing flight instruction for hire using an aircraft not owned by a tenant of the Airport holding a Business License including flight instruction, and not exclusively for the aircraft owner (if the aircraft is based at the airport) **are** considered Independent Commercial Operators.
  - e. Flight instructors performing flight instruction for hire using aircraft not based at the airport are considered Independent Commercial Operators.

Nothing in this paragraph is intended to prevent the operation of or define as Independent Commercial Operator any flight instruction activity based at or originating at another airport that uses the Greeley-Weld County Airport as an itinerant stopping

point during such flight instruction activity. It **is** the intent of this paragraph to define as an Independent Commercial Operator, any flight instruction activity originating at the Greeley-Weld County Airport that meets the definition of an Independent Commercial Operator as defined in sub-paragraphs d. and e. above.

5. **INSURANCE COVERAGE**. Independent Commercial Operators must provide insurance coverage consistent with the insurance requirements set forth in Article XV.

#### **ARTICLE XIV - LEASE PROCESS FOR DEVELOPMENT**

Any person, Airport Tenant, Airport Tenant Sublessee, Commercial Tenant, Commercial Tenant Sublessee or FBO desiring to develop land or otherwise construct improvements on airport parcels or off airport parcels (for through the fence operations), or to improve existing buildings on either, shall follow the general outline of procedures provided for in this Article. The Authority may permit these procedures to take place in an order other than that listed below.



1. Lessee submits written request for lease or access permit to the Airport Director and makes application for a Business License (if applicable).
2. Site selection in accordance with Airport Layout Plan and Comprehensive Development Plan.
3. Preparation of lease by airport counsel.
4. Preparation of plans and specifications by lessee.
5. Submittal of FAA Form 7460-1 "Notice of Proposed Construction or Alteration" to Federal Aviation Administration by lessee, copy to Airport Director.
6. Submittal of plans and specifications to:
  - a. Weld County Planning Department.
  - b. City of Greeley Planning Department.
7. Comments from Weld County and Greeley Planning Departments submitted to Review Committee.
8. Review/negotiation of lease or access permit with lessee.
9. Receipt of FAA comments on submittal of FAA Form 7460-1 (required).
10. Review Committee meets and approves or disapproves plans and specifications. Weld County and Greeley Planning Department comments considered. If disapproved, returned to lessee for revisions and re-submittal to Review Committee. Requirement to re-submit to Weld County or Greeley Planning Departments determined by Airport Director.
11. Airport Director submits letter of approval of plans and specifications to lessee.
12. Final lease and Business License (if applicable) or access permit approved or disapproved by Airport Board of Commissioners.
13. Lessee makes application for Building Permits with appropriate agency.
14. Building Permit(s) issued.
15. Construction Phase.
16. Issuance of Business License.

## ARTICLE XV - MINIMUM INSURANCE REQUIREMENTS

The following minimum insurance limits shall be in effect for the associated category of operations. If more than one activity is being performed, then the higher limits shall apply. All figures are in U.S. dollars.

		LIABILITY INSURANCE			
CATEGORY OF TENANT/OPER.	PROPERTY INSURANCE	<sup>2</sup> GENERAL PREMISES	<sup>3</sup> AUTO	<sup>4</sup> ENVIRON. IMPAIRMENT	<sup>5</sup> AIRCRAFT
PUBLIC ACFT FUELS DISPENSING	See Note 1	\$1,000,000	\$1,000,000	\$1,000,000	N/A
FLIGHT TRAINING	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AIR TAXI	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
SPECIALIZED COMMERCIAL SVC	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AERIAL APPLICATIONS	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AIRCRAFT SALES	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AIRCRAFT RENTAL	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AIRFRAME & POWERPLANT	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
RADIO, INSTRUMENT, PROPELLER RPR	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
MULTIPLE SERVICES	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
SKYDIVE OPERATOR	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
FLYING/SKYDIVING CLUBS	See Note 1	\$1,000,000	\$1,000,000	N/A	\$500,000
AIRPORT TENANT	See Note 1	\$500,000	N/A	N/A	\$500,000
NON PUBLIC FUELS DISPENSING	See Note 1	\$1,000,000	\$1,000,000	\$1,000,000	N/A
AIRCRAFT PAINT SVCS	See Note 1	\$1,000,000	\$1,000,000	N/A	N/A
RESTAURANT	See Note 1	\$500,000	\$1,000,000	N/A	N/A

1. Replacement Value will be provided by tenants leasing buildings owned by the Airport Authority. Privately owned buildings shall maintain adequate coverage to either replace the building to original condition, or remove all debris and restore the lease site to landscaped condition.
2. Coverage shall be on an occurrence basis. A minimum of \$100,000 in fire legal liability is to be included.
3. Coverage shall apply to all vehicles registered to the lessee's business and used exclusively for commercial aviation purposes.
4. Requirement for coverage will go into effect on January 1, 1999 for any tenant with fuel tanks used for refueling of aircraft or vehicles.
5. Coverage shall include passengers at a minimum of \$100,000 per passenger (or seat).

## ARTICLE XVI - MULTIPLE SERVICES

Persons who are not FBO's, desiring to engage in two or more commercial aeronautical activities, must provide as a minimum the following:

1. **LAND**. The leasehold for multiple activities must comply with the space requirements contained in the Article applying to the activity that requires the largest amount of space. The Airport Authority reserves the right to require land in addition to this amount, if in its opinion such additional land is warranted due to the scope of multiple services being provided.
2. **BUILDINGS**. Lease or construct a building that complies with the space requirements contained in the Article applying to the activity that requires the largest amount of space. The Airport Authority reserves the right to require building space in addition to this amount, if in its opinion such additional space is warranted due to the scope of multiple services being provided.
3. **PERSONNEL**. Minimum personnel appropriately rated to perform the specific functions of the services to be offered. Multiple responsibilities may be assigned to personnel to meet the requirements of each activity, provided the person holds all of the proper ratings and qualifications required for each activity being performed.
4. **AIRCRAFT**. All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft, except aerial applicator aircraft, to meet these requirements.
5. **SERVICES**. All services specifically required for each activity must be provided during the hours of operation.
6. **EQUIPMENT**. All equipment specifically required for each activity must be provided.
7. **INSURANCE COVERAGE**. The lessee will obtain the highest single coverage in the amounts established for each type of insurance required for each specific activity. If the insurance coverage for one activity is the same as for another, than only one policy is required, provided the policy covers all activities.
8. **FACILITY COMPLIANCE**. All facilities must be in compliance with all Federal, State and local laws concerning certificates of occupancy, building permits and other applicable codes prior to being granted permission to engage in any activity described in these Articles. In the event that any facility falls below these standards, the Airport Authority has the right to suspend or revoke, temporarily or permanently, all rights to engage in such activities.

## **ARTICLE XVII - NON-PUBLIC AIRCRAFT FUELS DISPENSING**

1. **PURPOSE**. These rules of procedure are established for the purpose of providing guidelines to be followed by parties conducting non-public aircraft fuels dispensing on the Greeley-Weld County Airport. All parties who dispense fuel under the provisions of

this Article must hold a Business License for Non-Public Aircraft Fuels Dispensing issued by the airport, and may be referred to as a Permittee.

2. **RESTRICTIONS**. Tenants holding a Non-Public Aircraft Fuels Dispensing Permit issued by the airport shall be restricted from selling aircraft fuels to other airport users, including locally based and transient aircraft. Sale of aircraft fuels to public or transient aircraft shall constitute a violation of the Business License, and shall call for immediate revocation of said permit.
3. **PERSONNEL**. Personnel engaged in dispensing aircraft fuels shall be properly trained with regard to safety procedures. The Airport Authority may require written proof in the form of branded dealer's certifications that personnel have been properly trained.
4. **FUEL**. Tenants holding a Permit shall provide aircraft fuel type(s) required by those aircraft the tenant operates.
5. **FUELING FACILITIES**.
  - a. **Trucks**. If mobile fuel dispensing trucks are provided, at least one truck for each type of fuel to be dispensed shall be provided. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA and other Federal, State and local laws. Trucks shall be licensed for public road operation if maintenance is to be performed off of the airport premises, unless transportation by towed trailer is anticipated.
  - b. **Tank Farm**
    1. All new storage tanks shall be above ground. No new underground storage tanks shall be permitted. Tanks shall be installed in a location approved by the Airport Authority and shall comply with all applicable uniform building codes, fire codes and ordinances, and all Federal, State and local laws. Unless Permittee's fuel trucks are licensed for road operation, an automotive fuel storage tank shall also be provided.
    2. Fuel storage tanks shall comply with all requirements of the Environmental Protection Agency, Federal Aviation Administration, and all other applicable Federal, State and local laws.
    3. Aircraft fuels will not be used to run mobile dispensing trucks.
      - b. Fuel storage tanks shall be above ground and in a location approved by the Airport Authority. Tanks shall conform with all applicable Federal, State and local standards, and recommendations of the National Fire Protection Association.

- c. Fuel storage tanks shall comply with requirements set out by the Environmental Protection Agency (EPA), the FAA, and all State of Colorado Environmental regulations.
- d. All plans and specifications for tank farms, or tank farm improvements shall be prepared and presented to the Airport Authority and shall require approval by the Architectural Review Committee before any construction may begin.

6. **HAZARDOUS WASTE/CONTAMINATED FUEL**. The FBO shall store, handle and dispose of any hazardous waste or contaminated fuel in accordance with Federal, State and local laws, regulations and ordinances now or hereafter enacted. FBO shall bear all costs for cleanup of hazardous waste. All hazardous waste, including contaminated fuels, shall be disposed of off the airport property.

The FBO shall make available at the request of the Airport Authority or his designated representative, copies of all manifested waste and certification of approved sites.

7. **INSURANCE AND INDEMNIFICATION**

- a. **Fire Insurance**. During the full term of the Business License and lease, the Permittee shall, at its sole cost and expense, cause all improvements constructed or installed on Permittee's leased premises to be kept insured to the full insurable value thereof against the perils of fire, extended coverage, vandalism, explosion and like perils. Said insurance shall be procured from a company authorized to do business in the State of Colorado, and Permittee shall provide the Airport Authority with evidence satisfactory to the Airport Authority that such coverage has been procured and is being maintained.

The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements, as necessary; provided, however, that if the permit is canceled, such proceeds shall be paid to the Airport Authority for its exclusive use and benefit.

Property insurance policies required by this paragraph shall contain waiver of subrogation endorsements and shall provision that the Airport Authority shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days written notice to the Airport Authority, and shall name the Greeley-Weld County Airport Authority as an additional insured.

- b. **Indemnification**. The Airport Authority shall stand indemnified by Permittee as herein provided. Permittee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and the Airport Authority shall in no way be responsible therefor. Permittee covenants and agrees to indemnify, hold harmless and defend Airport

Authority, its officers, agents, servants and employees from and against any and all claims for damages or injury to persons or property arising out of or incident to the leasing of or the use and occupancy of the premises by Permittee, its employees, patrons, contractors of subcontractors, and Permittee does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character whether real or asserted, occurring during the term of the Business License or lease in connection with the use or occupancy of the premises by Permittee, its employees, patrons, contractors or subcontractors. Permittee shall pay promptly when due all bills or charges for construction or maintenance as well as any other amounts due for material or services furnished in connection therewith, and Permittee shall indemnify the Airport Authority against any and all mechanics liens imposed upon the premises demised hereunder arising as a result of Permittee's conduct or inactivity.

Permittee shall promptly, after the execution of its lease, and prior to receiving a Business License from the Airport Authority, provide public liability insurance for personal injuries, including death, growing out of any on accident or other cause in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)** for one person, and **One Million and No/100 dollars (\$1,000,000.00)** for two or more persons, shall provide property damage liability insurance in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)** for property damage growing out of any on accident or other cause; shall provide products liability insurance in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)**, and shall provide hangar keeper's liability insurance in a minimum amount of **One Million and No/100 dollars (\$1,000,000.00)**.

Permittee shall maintain said insurance with insurance underwriters authorized to do business in the State of Colorado satisfactory to the Airport Authority. Permittee shall furnish the Airport Authority with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of the Business License and lease. Said certificates shall contain a provision that written notice of cancellation of any material change in said policy to the insurer shall be delivered to the Airport Authority thirty (30) days in advance of the effective date thereof, and said policy shall name the Greeley-Weld County Airport Authority as an additional insured.

## 8. **FEES**

- a. **Registration.** The Permittee shall be responsible for registering all fuel tanks with the appropriate Federal, State and local agencies, and any other agency now or hereafter requiring so, and be solely responsible for payment of all registration fees and other associated costs.
- b. **Fuel Flowage Fee.** For the privilege of securing the right to dispense aircraft fuels, Permittee shall pay to the Airport Authority a fuel flowage fee at the rate

established by the Airport Authority. Such fuel flowage fee rate may be adjusted by the Airport Authority at any time during the term of the Business License or lease, but in no case shall the rate be greater than that paid by any other Permittee or FBO on the Airport, excluding FBO services provided directly by the Airport Authority. Fees will generally be established for a period of at least 12 months, and 30 days notice prior to adjustment will be provided by the Airport Authority.

c. **Time of Payment.** Fuel flowage fees shall be due on the tenth (10) day of the month succeeding that in which the aircraft fuels were supplied to the Permittee, and shall be delinquent if unpaid before the tenth (10) day of each month.

9. **RECORDS OF PERMITTEE.** Permittee shall keep true and accurate records and books which shall show all fuel deliveries made to Permittee at said airport. Permittee's fuel supplier shall furnish monthly delivery reports to the Airport Authority upon request.

With the payment of fuel flowage fees, Permittee shall submit to the Airport Authority detailed statements of such fuel deliveries for the preceding calendar month. These statements shall be in a form and show such reasonable detail and breakdown as may be required by the Airport Authority.

10. **AUDIT.** Within thirty (30) days after the end of each of the Airport Authority's fiscal years, Permittee shall submit to the Airport Authority a detailed statement of total gallons of fuel delivered into the tank farm. Such statement shall be prepared by an independent Certified Public Accountant and any adjustment due on payments made during the previous year shall be accomplished at that time.

In addition, the Airport Authority shall have the right at any time during the term of its agreement with the Permittee to authorize an audit of Permittee records pertaining to its operation on the airport. Such audits shall be undertaken by an independent Certified Public Accountant, satisfactory to the Airport Authority. The cost of such audit shall be borne by the Airport Authority.

## 11. **CANCELLATION**

a. **Cancellation by Permittee.** Permittee's Business Licenses and leases shall be subject to cancellation or revocation after the happening of one or more of the following events:

1. The permanent abandonment of the airport.
2. The default by the Airport Authority in the performance of any covenants or agreement required to be performed by the Airport Authority and the failure of the Airport Authority to take reasonable action to remedy such default for a period of ninety (90) days after receipt from Permittee of written notice to remedy the same.

Permittee may exercise such right of termination by written notice to the Airport Authority at any time after the elapse of the applicable periods of time and the Business License and lease shall terminate as of that date, or other date established by the Permittee.

Upon cancellation, Permittee must submit an independent, certified engineering report indicating all facilities are in compliance with all Federal, State, and local regulations, including those pertaining to the fueling facilities.

b. **Cancellation by Airport Authority.** Business License and leases shall be subject to cancellation by the Airport Authority in the event of any of the following acts or omissions by the Permittee:

1. Be in arrears in payment of the whole or any part of the amounts agreed upon for a period of ten (30) days after the time such payments become due;
2. Make a general assignment for the benefit of creditors;
3. Abandon the demised premises;
4. Fail to replace any improvements which have been destroyed by fire, explosion, etc. within six (6) months from the date of such destruction;
5. Default in the performance of any of the covenants and conditions required herein to be kept and performed by Permittee, and such default continues for a period of thirty (30) days after receipt of written notice from the Airport Authority of said default;
6. Fall below or be in non-compliance with any Federal, State or local laws governing the occupancy or use of associated facilities such as hangars, offices, fuel tanks, etc.

In any of the aforesaid events, the Airport Authority may take immediate possession of the demised premises and remove Permittee's effects, forcibly, if necessary, without being deemed guilty of trespassing. Upon said entry, the Business License and lease will terminate. Any fees due shall be payable to said date of termination.

Failure of the Airport Authority to declare the permit terminated upon the default of Permittee for any of the reasons set forth herein, shall not operate to bar or destroy the right of the Airport Authority to cancel the Business License or lease by reason of any subsequent violation of the terms hereof.

12. **ASSIGNMENT, TRANSFER OR SUBLETTING.** The Permittee shall not assign, sublet or transfer its Business License or lease or any privileges herein contained, in whole or in part, without written prior consent of the Airport Authority.



It is specifically stipulated and agreed that Permittee will not enter into any tie-in agreements with other operators or sublet any of the rights herein whereby other operators share in the privileges or the services stipulated in the Business License or lease without the written consent of the Airport Authority.

11. **SUSPENSION OF BUSINESS LICENSE AND/OR LEASE**. During time of war or national emergency, the Airport Authority shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of Permittee's Business License or lease which are inconsistent with the lease provisions to the Government will be suspended.
12. **ATTORNEY'S FEES**. In an action brought by the Airport Authority for the enforcement of the obligations of Permittee, the Airport Authority shall be entitled to recover interest and reasonable attorney's fees.
13. **TAXES**. The Permittee is solely responsible for the payment of any taxes or assessments which may be lawfully levied against Permittee's occupancy or use of the demised premises or any improvements placed thereon as a result of Permittee's occupancy.
14. **RELOCATION OF IMPROVEMENTS**. In the event that the Airport Authority requires any of the leased premises, including the tank farm, for expansion or development of the airport, the Airport Authority reserves the right to relocate or replace the improvements made by Permittee to substantially similar facilities generally comparable at another location on the airport.
15. **SUBORDINATION OF AGREEMENT**. The Permittee Business License and lease shall be subordinate to the provisions of any existing or future agreements between the Airport Authority and the United States of America relative to the operation or maintenance of the airport, the execution of which has or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

## ARTICLE XVIII - OFF AIRPORT ACCESS

This Article shall be known and may be cited as the Greeley-Weld County Airport Access Policy, or "Access Policy". This Access Policy shall apply to any person, firm or corporation desiring aeronautical access to the runways and taxiways of the airport from property adjacent to the airport, but not a part of or owned by the airport.

1. **DEFINITIONS**. The following terms as used in this Article shall have the following meanings:
  - a. **Access Area**. Shall mean the entire portion of an off-airport parcel that is used by the off-airport user for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxilanes, landscaping or other uses.
  - b. **Access Permit**. Shall mean that document approved by the Authority granting aeronautical access to the airport by an Off-Airport User, subject to the provisions of this Article.
  - c. **Access Taxiway or Taxilane**. Shall mean an aircraft taxiway or taxilane located on property other than the airport that connects into a taxiway or taxilane on the airport and that is constructed for the purpose of allowing aircraft to taxi between the airport and off-airport parcel(s).
  - d. **Off Airport Parcel**. Shall mean any tract of land or portion thereof not located on the airport that abuts or will abut an Access Taxiway or Taxilane as such may exist from time to time.
  - e. **Off Airport User**. Shall mean an owner or user of an off-airport parcel who desires to operate aircraft directly between its off-airport parcel and the airport.
2. **ACCESS RIGHT**. Access to the airport is granted to off-airport users, subject to the terms and conditions of this Article and of the Access Permit granted to each off-airport user. The access granted shall be for the purpose of allowing the off-airport user to conduct aviation related activities and aircraft operations on the access area, so that it will have unobstructed access to the airport taxiways leading to runways, for the purpose of maneuvering, taking off, and landing of aircraft. The access right may be revoked by the Authority for failure to comply with the provisions of these Articles, the Airport Rules and Regulations, Storm Water Management Plan, or other policies and provisions of the airport.
3. **OFF AIRPORT PARCEL USES; ACCESS TAXIWAYS; PERMITTED AND PROHIBITED USES**.
  - a. **Access Area**. The Authority, FAA, State of Colorado Division of Aeronautics, or any other regulatory authority shall have the right to enter the access area to inspect or perform other regulatory requirements. All safety and operational rules

and regulations applicable to the operation of the airport shall be applicable to the access area.

- b. An off-airport user may construct access taxiways to connect its parcel with airport taxiways. The number, exact location and configuration of the access taxiways will be determined from time to time by the off-airport user, subject to the approval of the Authority and the FAA. Access taxiways will be made available for use by other off-airport users abutting any portion of such access taxiways, it being the intent of the Authority to maximize the number of off-airport users that can take advantage of the access taxiway.

Plans and specifications for access taxiways shall be approved by the Authority prior to construction, and shall be designed and constructed to meet the same standards for taxiway construction as those for airport taxiways.

- c. After completion of construction, inspection and approval by the Authority, that portion of the access taxiway on airport property shall be dedicated to the Authority, and maintained by the Authority. Those portions of access taxiways off the airport property shall be maintained by the off-airport user. The off-airport user shall maintain those portions of the access taxiway off airport property in accordance with commercial aviation standards for maintenance of public taxiways.
- d. All commercial aviation activities, as outlined in these Articles, will be operated only on the airport premises. No commercial aviation business offering to the general public will be permitted to operate on an off-airport parcel. Such commercial aviation businesses include but are not limited to: fixed base operator services, aircraft rental, aircraft sales, aircraft paint services, airframe and powerplant repair, air taxi service, aerial applications, flight training, flying clubs, radio, instrument or propeller repair services, restaurant services, specialized commercial flight operations, or any other type of commercial activity capable of being performed on airport property.
- e. An off-airport user shall be permitted to conduct aviation activities from an off-airport parcel which support the off-airport user's own aircraft, such as storage, training, maintenance, self fueling, operation of a corporate flight department, and other incidental activities, including those activities that are associated with an off-airport user's aviation related activities business of manufacturing, distribution, etc. Activities on off-airport parcels are subject to all City of Greeley or Weld County zoning ordinances as applicable.
- f. Self fueling operations on an off-airport parcel are subject to the provisions of these Articles for Non-Public Fuels Dispensing.

- g. Development and improvements on off-airport parcels that access the airport must be in compliance with the Greeley-Weld County Airport Comprehensive Development Plan (CDP).
- h. Access to the airport from off-airport parcels used for residential purposes will not be permitted.

#### 4. **ACCESS PERMIT.**

- a. **Application; Granting of Permit.** Any off-airport user who desires access to the airport from an off-airport parcel shall apply to the Authority for an access permit. The off-airport user shall deliver to the Airport Director a survey plat of the access area, including a computation of the size of the access area in square footage on that user's off-airport parcel. Additional information will be provided as detailed in the application, and the off-airport user shall clearly show how he/she intends on complying with the CDP.
- b. **Conditions for Granting; Access Permit Granted.** The Greeley-Weld County Airport Authority Board Architectural Review Committee (Review Committee) shall review the application for compliance with the CDP and other requirements as set forth in these Articles and make a recommendation to the Board of Commissioners as to the issuance of an access permit. The granting of an access permit shall entitle the holder to commence using the right granted in paragraph 2. The permit shall continue in effect until the sale, transfer or assignment of the off-airport parcel, or until revoked by the Authority.
- c. **Assignment of Access Permit.** The access permit may not be sold, transferred or assigned without approval of the Authority.
- d. **Contents of Permit; Amendment of Permit.** The access permit shall specify the size of the access area and the initial fee to be charged pursuant to this Article. An off-airport user shall have the right to change the access area on its off-airport parcel from time to time provided that such user notifies the Authority of such change, and provides a new survey of the revised access area, and applies for an access permit for such revised access area, which permit shall be issued if such revised access area complies with the provisions of this Article. The fee shall be adjusted appropriately due to any change in the access area.
- e. **Revocation; Reinstatement.** The Authority may revoke the access permit of any off-airport user who either (1) fails to pay its applicable fee or otherwise to comply with any provision of this Article, with such failure not being corrected within 10 days after written notice thereof is given by the Airport Director to such user, or (2) fails to pay prior delinquency, the lawfully assessed and levied City or County taxes on its off-airport parcel.

Any access permit that has been revoked shall be reinstated upon payment of such fee, the correction of any such non-compliance or the payment of such taxes plus all penalties and interest, as applicable. The Authority reserves the right at its sole discretion to permanently revoke the access permit, notwithstanding the provisions of this paragraph, if such revocation is due to multiple instances of non-compliance with this Article.

- f. **Prohibition Against Un-permitted Access; Penalty.** It shall be unlawful for any person to utilize an access right unless such person holds a valid access permit.
- g. **Multiple Off-Airport Users; Single Parcels.** Separate commercial entities operating on common off-airport parcels shall be treated as separate off-airport parcels. Each commercial entity shall apply for and obtain its own access permit as outlined in this Article, and be directly responsible for the associated fees.

5. **ACCESS PERMIT FEE; TIME FOR PAYMENT; AMOUNT OF FEE.**

- a. **Permit Fee; Time of Payment.** At the time of issuance of an access permit pursuant to this Article, off-airport users shall be charged a permit fee (fee). No other fee shall be charged for use of the access right, except as otherwise stated in this Article. The fee shall be payable beginning on the effective date of such users access permit and thereafter for so long as the access permit remains effective. The fee shall be charged on a calendar year basis and shall be prorated for any partial year to the first day of the month in which the access permit became effective. The fee due by such user shall be due on January 1st of each year for the following year. The fee shall be subject to late charges as established and from time to time revised by the Authority, if not paid within 10 days of the date due.
- b. **Permit Fee; Amount.** The annual fee in any first year during which such users access fee is effective shall be the greater of either (1) an amount equal to the total square footage contained in the access area multiplied by the current airport Ground Rental Rate, or (2) the minimum fee in effect for that year. Thereafter, the permit fee amount shall be adjusted each year by an amount not to exceed the point change in the Consumer Price Index (CPI) for the Denver Urban Area, as announced by the U.S. Department of Labor from one year to the next.
- c. **Other Fees.** In addition to the fee, an off-airport user conducting self-fueling in accordance with the policy on Non-Public Fuels Dispensing as contained in these Articles, will pay the uniform fuel flowage fee established and revised from time to time by the Authority for any fueling operations on the airport. The off-airport user shall also pay a Business License fee if applicable.



## ARTICLE XIX - RADIO, INSTRUMENT, OR PROPELLER SERVICES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in radio, instrument or propeller services must hold an FAA Repair Station Certificate and ratings for same, and as a minimum provide the following:

5. **FACILITY**. Construct or lease within 12 months, land area and buildings that will provide adequate space to house office, storage, and minimum shop and hangar space as required for the activities conducted or for FAA Repair Shop Certification (if applicable).
2. **PERSONNEL**. A minimum of one (1) certificated technician qualified in accordance with the terms of the FAA Repair Station Certificate.
3. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

## ARTICLE XX - RESTAURANT SERVICES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in restaurant or food service activities, must provide at a minimum:

1. **LAND & BUILDINGS**. Construct or lease, prior to commencement of the proposed services, adequate space for the following:
  - a. Kitchen facilities including sinks, stoves, ovens, refrigerator/freezers and other appliances necessary to carry out the proposed services.
  - b. Dining area to accommodate a minimum capacity of 20 persons simultaneously, including tables and chairs.
  - c. Storage of other food, supplies, equipment, and other items incidental to the proposed services.
  - d. Adequate vehicle parking area to accommodate customer parking needs.
2. **PERSONNEL**. An adequate number of employees to handle cooking and waiting duties during the most busy time period of the average day. Employees may have multiple duties.
3. **LICENSES**. Possession of a current State of Colorado License to Operate a Food Service Establishment, Sales Tax License, and all other applicable licenses required by State or local laws is required. All licenses must be displayed in a conspicuous location and obtained prior to commencement of the proposed services. All applicable health laws and practices as established by Federal, State or local laws will be adhered to at all times.
4. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

## ARTICLE XXI – SKYDIVE CLUBS



In addition to the minimum standards set forth in Article XXII - Skydive Operator, All skydiving clubs desiring to base their aircraft at the Greeley-Weld County Airport must comply with the following requirements.

1. The skydiving club shall be a registered not for profit or non-profit corporations, association or partnership organized for the express purpose of providing its members with skydiving aircraft rides for their personal use and enjoyment only. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its skydiving aircraft than the amount necessary for the operations, maintenance and replacement of its skydiving aircraft.
2. The skydiving club may not offer or conduct any services to those other than their members. They may not conduct skydiving or aircraft flight instruction except for regular members and only members of the skydiving club may act as pilot in command of the skydiving aircraft.
3. Members may compensate other members for flying or skydiving services, however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.
4. Any qualified mechanic and/or flight instructor who is a registered member and part owner of the skydiving aircraft owned and operated by the skydive club shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or club services, provided however that the mechanic or instructor is not a full time employee of the club.
5. The skydiving club and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport, except that said skydiving club may sell or exchange its capital equipment.
6. The skydiving club shall abide by and comply with all Federal, State and local laws, ordinances, regulations, and the Rules and Regulations of the Greeley-Weld County Airport Authority, including the Minimum Standards.
7. The skydiving club, with its request for a Business License, shall furnish the Airport Authority with a copy of its by-laws, articles of incorporation/association, partnership

agreement or other documentation supporting its existence; evidence of insurance in the form of a Certificate of Insurance provided to the Airport Authority with the Airport Authority named as an additional insured.

8. The skydiving club, upon request by the Airport Authority, shall provide satisfactory evidence of all club income and expenses and evidence of ownership of aircraft.

## ARTICLE XXII –COMMERCIAL SKYDIVE OPERATOR

Skydiving activities, the aircraft facilitating those activities, and employees of the skydive operation are required to maintain applicable training and licensure according to the most current Federal Aviation Regulations (FARs) such as Part 61, Part 65, Part 91, Part 105 and 119. Membership in the United States Parachute Association (USPA) is not required to operate at the Greeley-Weld County Airport however, skydiving operators operating out of the airport are encouraged to follow safety guidelines (Basic Safety Requirements; BSR) as established by USPA in their Standard Operating Procedures (SOPs).

Except in emergency situations, skydive parachute landings should occur on the designated Parachute Landing Area (Appendix C). The skydive operator shall implement procedures within their SOPs for skydivers to safely remove themselves from the movement area until they can be retrieved. Any instance of a skydiver landing on the Greeley-Weld County Airport outside of the defined area, shall be reported to the Airport Director or designee within seven days. At no time shall any skydiver, spectator, or associated vehicle be allowed within the Movement Area as defined in Article I: Section 1-19 of the Airport Rules and Regulations. If a skydiver unintentionally drifts onto or in one of these areas, the skydive operator must get approval from the Airport Director to retrieve the skydiver. Skydive operators dropping skydivers onto the airport's designated parachute landing area will be required to enter into a non-exclusive lease agreement for the area.

In addition to the above requirements, any skydive operator desiring to engage in parachute jumping onto the Greeley-Weld County Airport must comply as a minimum the following requirements:

1. **LAND.** Sufficient area for the proposed operations including automobile parking, training, aircraft tie-downs and/or hangar space to accommodate leased or owned aircraft and associated activities.
2. **BUILDINGS.** Lease or construct within 12 months, adequate space to provide classroom, briefing room, parachute packing, rest rooms, and public use telephone. The above mentioned floor space shall be sufficient to accommodate the requirements of its program and the number of passengers typically using the facility.

The Skydive Operator, with prior written consent, may be granted permission to utilize the public airport terminal building for these purposes, in lieu of leasing or constructing other facilities that meet the requirements of Paragraph 1 or 2. In such cases, use of the public airport terminal building for these purposes will be subject to any special rates and charges that may now or hereafter be established for such usage. In such cases, the operator is required to maintain an adequate office and working telephone for the operation of its business.

3. **PERSONNEL.** A minimum of one (1) properly certificated Commercial Pilot, properly rated for the aircraft to be used and meeting the requirements of all appropriate FAA regulations and applicable State and local regulations.

4. **AIRCRAFT**. At least one (1) leased or owned properly certificated aircraft equipped for the type of operation being conducted.
5. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.
6. **BUSINESS LICENSE**. A skydive operator must possess a Business License approved by the Authority.
7. **OTHER REQUIREMENTS**. The following requirements are made concerning the activities of a skydive operator.
  - a) Obtain the written permission of the Airport Director.
  - b) Provide and follow a set of standard operating procedures of skydiving operations to be approved by the airport authority board.
  - c) Coordinate its operations with airport staff as well as other skydiving operators at the airport.
  - d) Coordinate in advance with the Airport Director to issue a Notice of Airman (NOTAM) as appropriate. Shall have qualified staff to effectively communicate with Air Traffic in the area via a UNICOM radio at all times during the parachuting operations.
  - e) All contracting tandem instructors will be required to provide evidence of their certification to Airport Director, if requested.
  - f) A voluntary release of rights or a waiver of liability shall be signed and a copy thereof shall be provided to the Greeley-Weld County Airport Authority for each skydiver performing parachuting operations. At no time shall an individual jump without a waiver being signed. A copy of the waiver must be provided to and approved by airport counsel.
  - g) Greeley-Weld County Airport Authority will not be held responsible for any accident because of negligence of the skydive operator or skydiver and the skydive operator shall indemnify and hold harmless the Greeley-Weld County Airport from any liability whatsoever.
  - h) Passengers must be escorted onto ramp by designated employee of the skydive operator. Passenger loading shall be conducted on a ramp suitable for the safe and efficient use of aircraft operations. At no time will passengers load within any taxiway, runway, or run-up area.
8. **NON-COMMERCIAL SKYDIVE OPERATORS**. Based tenants seeking to utilize the airport for skydive operations for their own uses are required to follow all parts of this article except part 6. A non-commercial skydive operator is herein defined as an operator seeking to perform skydiving operations for their own personal use and

enjoyment. No service can be performed for the benefit of an individual not associated with the non-commercial skydive operator, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the non-commercial operator.

## ARTICLE XXIII - SPECIALIZED COMMERCIAL FLIGHT SERVICES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in specialized commercial flight activities, including but not limited to:

- Banner towing and aerial advertising
- Aerial photography or survey
- Firefighting/fire patrol
- Power line/pipeline patrol
- Any other operation specifically excluded from Part 135 of the FAA regulations.

Those engaged in the above activities shall provide as a minimum the following:

1. **LAND.** Sufficient aircraft apron and/or hangar space to accommodate leased or owned aircraft. Land area should be capable of providing facilities for auto parking, paved hangar apron and other area as needed to perform the operations contemplated.
2. **BUILDINGS.** Lease or construct within 12 months, adequate space for office and rest rooms. If aircraft maintenance is to be performed on site, a building space is required for shop and storage space.
3. **PERSONNEL.** A minimum of one (1) properly certificated Commercial Pilot with the appropriate ratings for the aircraft to be flown and the operations to be conducted.
4. **AIRCRAFT.** A minimum of one (1) properly certificated aircraft meeting the requirements for the operations to be conducted.
5. **INSURANCE COVERAGE.** As specified in Article XV contained in this document.

The Airport Authority reserves the right to establish additional requirements for those specialized commercial flight activities not specifically listed in this Article.

***MINIMUM STANDARDS  
FOR COMMERCIAL ACTIVITIES***

**APPENDIX A  
Standard Lease Agreement**

**GREELEY-WELD COUNTY AIRPORT  
GROUND LEASE AGREEMENT FOR LAND SPACE # \_\_\_\_\_  
(Tenant)**

**This Lease Agreement** (“Lease”) is made and signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Greeley-Weld County Airport Authority (“Landlord”) and, Tenant (“Tenant”) whose address is (Tenant Address ).

1. **Background.** Landlord owns real estate at the Greeley-Weld County Airport which is described on the attached Exhibit A and is also known as Land Space No’ 16. Greeley, Colorado (the “Leased Premises”).
2. **Grant of Leasehold.** Landlord hereby grants a leasehold interest to Tenant and Tenant hereby agrees to accept the grant of the leasehold interest and hereby agrees to pay rent and to perform the other obligations specified in this Lease.
3. **Lease Term Option and Holdover.** The term of this Lease shall be for the period from “DATE” through “DATE” (the “Lease Term”) with (#) five year term extension agreeable to both parties. However, in the event the Greeley-Weld County Airport ceases to exist and all of the land presently constituting such Airport is no longer used for aviation purposes, this Lease shall automatically terminate. Any holding over after the term of this Lease, with the Consent of the Landlord, shall be considered to be tenancy from month to month at the same monthly rental as required to be paid by Tenant for the period immediately prior to the expiration of the term of this lease and shall be otherwise on the terms and conditions specified in the lease, including paragraph 4c.
4. **Rent.** The rental to be paid by Tenant to Landlord is described as follows:
  - a. \$ \_\_\_\_\_ per square foot of land within the Leased Premises, and it is agreed that there are \_\_\_\_\_ square feet of land within the Leased Premises.
  - b. Accordingly, the rent during the primary term of this Lease is \$ \_\_\_\_\_ annually, which shall be paid in monthly payments of \$ \_\_\_\_\_ per month payable in advance, on the first day of each month until paid in full. The rent shall be adjusted annually in accordance with paragraph 4c. below.
  - c. **Annual CPI Adjustments.** The rental to be paid during the term of this Lease shall be adjusted annually as follows: on January 1 of each year the rent payable by Tenant for the new calendar year shall be increased by adding an amount determined by multiplying the rent that was paid during the prior year (divided by twelve to produce a per month figure) by a fraction, the denominator of which shall be the most recent Consumer Price Index figure as hereinafter defined, published prior to the commencement date of the renewal term and the numerator of which shall be the most recent Consumer Price Index figure published prior to the date of adjustment. As used herein, the



term "Consumer Price Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, all Urban Consumers, all items, Denver/Boulder/Greeley Urban (1982-84, equals 100), or the successor of that index. Should Landlord lack sufficient data to make the determination specified in this paragraph on the date of any adjustment, Tenant shall continue to pay the monthly rent payable immediately prior to the adjustment date. As soon as Landlord obtains the necessary date, it shall determine the rent payable from and after the adjustment date and notify Tenant of the adjustment, in writing. In no event shall any adjustment result in a reduction of rent payable to Landlord.

- d.* The cash rent shall be due and payable without the necessity of any notice being given by Landlord to Tenant, and if any monthly payment of cash rent is late by more than five (5) days, Landlord shall be entitled to exercise the remedies provided for in paragraph 26 or, if Landlord chooses to accept a late rent payment, it shall be entitled to charge an additional Fifty Dollars (\$50.00) for each day the rent is past due beginning the 6<sup>th</sup> day after the installment was due.

- 5. *Construction of Improvements.*** Tenant shall cause to have erected and/or constructed to or on the Leased Premises the improvements described on the attached Exhibit B (the "Improvements"). The term "Improvements" also includes any structures, fixtures, additions, aprons, parking areas taxiways/taxilanes, landscape or any other building or site improvement located on the Leased Premises, including, without limitation, any alterations or improvements made pursuant to paragraph 13 below. Construction of the Improvements shall be commenced within one hundred and twenty (120) days of the date of this Lease Agreement, and Tenant shall diligently and reasonably proceed with such construction to completion of the Improvements. Commencement of construction shall mean, at a minimum, all of the following: (a) approval by the City of Greeley or Weld County (as appropriate) of detailed plans, (b) receipt of a Building Permit and any other required licenses, (c) execution of a contract with a qualified contractor for construction of the Improvements, and (d) actual physical commencement by the said qualified contractor of construction work on the Improvements. Tenant shall complete the Improvements within eighteen (18) months of the date of this Lease Agreement, unless such time is extended in writing by the Landlord. Completion of the Improvements shall mean the substantial completion of the Improvements to the extent they are both ready for occupancy and the City of Greeley or Weld County (as appropriate) has issued its certification of occupancy. Improvements shall have an initial cost of construction of not less than the amount set forth in Exhibit B. The Improvements shall, at a minimum comply with the requirements of the Greeley-Weld County Airport Declaration of Development Guidelines, the Uniform Building Code and Development Code of the City of Greeley or Weld County (as appropriate), and any other requirements as set forth in Exhibit B. The plans and specifications for the Improvements shall be approved by the Airport Manager prior to submission for application of a building permit. If Tenant fails to Commence or Complete the Improvements on the schedule set forth in the paragraph,

or fails to comply with any other requirement set forth in the paragraph, Tenant shall be in default as defined in paragraph 26.a.3 below. Any and all Improvements located on the Leased Premises shall at all otherwise stated herein.

**6. *Surrender and restoration of Lease Premises, Right of First Refusal to Purchase Building and Structures, and Conditions for the Granting of a New Lease Agreement.***

- a. *Surrender and restoration of Leased Premises.*** In the event that this Lease is terminated or expires, or at the end of the Lease Term or any Renewal Period or upon termination of this Lease, Tenant shall peacefully surrender the Leased Premises in a fully restored condition, including the removal of all Improvements, unless Landlord grants a new lease agreement under the conditions of paragraph 6.d herein or otherwise releases Tenant in writing of its obligations in this paragraph 6.a. Restoration of the Leased Premises shall also include fine grading to allow for the proper flow of drainage into the appropriate storm water inlet or other system. All components of those Improvements removed from the Leased Premises shall be completely removed from the site and disposed of off airport at the sole cost of the Tenant. Complete removal of Improvements and restoration of the Leased Premises shall be complete within a commercially reasonable period of time after the expiration or termination date of this Lease. Tenant shall be responsible to pay Landlord a pro-rated amount of rent for the period after expiration or termination of this Lease and complete removal of the Improvements.
- b. *Other Personal Property.*** Any personal property left on the Leased premises after a commercially reasonable period of time after the expiration or termination date of this Lease shall, at the option of Landlord, become the exclusive property of Landlord without liability for payment.
- c. *Right of First Refusal to Purchase Buildings and Structures Prior to the End of the Term of the Lease.*** Tenant shall not sell the improvements on the Leased Premises prior to the end of the Lease Term or any Renewal Period unless Tenant provides Landlord a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Tenant receives a written offer to purchase the Improvements on the Leased Premises from a third party, which Tenant desires to accept, prior to the end of the Lease Term or any Renewal Period, Tenant shall give notice to Landlord, pursuant to paragraph 32 below, and such notice shall include a copy of the third party's written purchase offer. Landlord shall have thirty (30) days after receipt of such notice to match the third party's written offer by advising Tenant in writing that it will do so. If Landlord does match such offer, Landlord and Tenant shall close such transaction on the terms of the third party's offer, substituting only Landlord for the third party. If Landlord does not match the third party's written offer, Tenant may sell to the third

party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Lease including, but not limited to, paragraphs 4 and 25. If, however, the sale to the identified third party does not close on the exact terms identified in the written offer, Tenant shall be obligated to re-offer said buildings and structures to Landlord on the changed terms. The failure of Landlord to exercise its right of first refusal on one written to Landlord is not fully consummated by the third party identified in the written offer.

- d. *Tenant's Right to Sublet the Leased Premises.*** Tenant may assign and sublet or grant any license to use the Leased Premises or any part thereof. Such assignment or sublet shall in no way relieve the Tenant from any obligations hereunder for the payment of rents or the performance of the conditions, covenants and provisions of this Lease. In no event shall Tenant assign or sublet the Leased Premises for any terms, conditions and covenants other than those contained herein. This Lease and all terms, conditions and provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of Tenant.
- e. *Conditions for the granting of New Lease Agreement.*** This Lease shall expire on the last day of the last Renewal Period as defined in paragraph 3 herein. In the event that Tenant desires to continue occupying the Leased Premised, he/she may request that Landlord grant a new Lease Agreement. Tenant shall be eligible for a new Lease Agreement on the Leased Premises provided the following conditions are met by Tenant:
- 1. *Good Repair.*** The Leased Premises and all Improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs doors, and interior walls, ceilings, floors, doors, and any other items including those which are structural and/or aesthetic in nature. Landlord reserves the right in its reasonable discretion to determine what constitutes a state of "good repair".
  - 2. *Compliance with all other Provisions.*** Tenant shall be in compliance with all other provisions of this Lease.

If a new lease is granted, the term of the new lease shall be at the sole discretion of Landlord and in any case shall not be longer than the estimated useful life of the Improvements as terminated by the Landlord in its sole discretion.

- 7. *Use; Outside Storage.*** The Leased Premises shall be used only for those activities authorized in the Greeley-Weld County Airport Minimum Standards for Commercial Activities, rules and regulations, or as otherwise specifically authorized by the Greeley-Weld County Airport Board in writing and no other purpose without Landlord's consent, which may be withheld for any reason. Tenant shall have no right

to conduct any hazardous activity. Tenant agrees to conduct its business on the Leased Premises so as to comply with all statutes, ordinances or other governmental regulations. Landlord has made no representations concerning the ability or right of Tenant to use the building under any statute, ordinances or other governmental regulations including the zoning and building ordinances and regulations of the City of Greeley and/or Weld County. Tenant agrees to accept any building on the Leased Premises in its present condition, as is, except as otherwise noted herein and agrees to accept all risk with regard to its right to use the Leased Premises. Tenant shall not store materials or supplies outside any of the Improvements without first obtaining the written consent of Landlord. Tenant shall comply with all rules and regulations concerning environmental laws and hazardous waste and agrees to indemnify and hold Landlord harmless from all claims for liability, including attorney's fees, premised on Tenant's failure to comply with such laws, rules and regulations. All activities conducted on the Leased Premises, or any other activities conducted by Tenant on or about the Airport, shall conform with acceptable safety standards. Applicable FAA standards shall be used as guideline.

- 8. *Real Estate Taxes.*** Tenant agrees to pay all of the special assessments and the general ad valorem real estate taxes on the Leased Premises, if any, for the land and the Improvements and in addition, Tenant shall pay all personal property taxes during the term of this Lease. The duty of the Tenant to pay taxes includes any "possessory interest" taxes.
- 9. *Insurance on Building.*** Tenant agrees to provide an insurance policy on the building at its full replacement cost, protecting against fire and other hazards including an extended coverage rider. Tenant reserves the right to be self-insured. Landlord shall not be obligated to provide any insurance coverage nor shall Landlord be liable for any of Tenant's personal property, contents or fixtures within the building. Tenant has been advised to seek its own insurance for such items.
- 10. *Liability Insurance.*** Tenant shall keep in full force and effect, throughout the term of the Lease, at its sole expense, a liability insurance policy providing protection against claims for injuries, death or property damage occurring on the Leased Premises. Tenant reserves the right to be self-insured. All insurance premiums for the coverage shall be paid by Tenant. The limits of the liability shall not be less than the amount specified in the Greeley-Weld County Airport's Minimum Standards for Commercial Activities for the type of activity taking place on the Leased Premises.
- 11. *Additional requirements regarding Liability Insurance Policies.*** As to all policies of insurance issued in compliance with paragraph 10 above: (a) Landlord shall be listed as an additional insured, (b) the policies shall require 30 days notification to the Landlord in the event of intended cancellation by the insured, (c) if requested by Landlord, Tenant shall provide evidence of payment of premiums and (d) Tenant shall provide Landlord with a true copy of all such policies.

- 12. Repair and maintenance of Leased Premises.** Tenant has inspected and accepts the Leased Premises in its present condition and acknowledges that the Leased Premises, including any buildings, structures, improvements, and additions to be tenantable and in good condition. Tenant shall be responsible for all repairs on the Leased Premises, including the Improvements, if any. In the event Tenant shall fail to commence necessary repairs for which it is responsible, including any repairs to the Improvements or fails to diligently pursue the completion of such repairs, Landlord in addition to all other remedies available under this Lease (and without waiving any other remedies), may make such repairs, the cost of which shall become due and payable as additional rent ten (10) calendar days after notice of such to Tenant. Tenant shall not commit or suffer waste, impairment or deterioration of the Leased Premises or the Improvements thereon or any part thereof, reasonable wear and tear accepted. Tenant shall keep the Leased premises free of trash and debris, remove snow and ice from the Leased Premises, and otherwise comply with the requirements of any governmental authority.
- 13. Alterations.** Tenant shall have no right to make improvements or alterations to the Leased Premises or to the Improvements or to construct any buildings, structures, improvements, and additions, or make any alterations thereto, or to any other part of the Leased Premises or to the Improvements without the consent of Landlord. Landlord shall not unreasonably withhold its consent, so long as the additions and modifications do not change the elevations of footprint of any of the buildings or Improvements and so long as approval is given, any such alterations shall be made in a safe and workmanlike manner, shall be paid for promptly by Tenant and shall not give rise to any mechanic's liens. Landlord may condition its consent unless on Tenant furnishing a bond, under terms and conditions that are satisfactory to Landlord, protecting against mechanic's lien claims. The approval to any single improvement or alteration project shall not constitute Landlord's approval of any subsequent project.
- 14. Signs.** Tenant shall not have the right to install signs on the Leased Premises or anywhere else on the Greeley-Weld County Airport, either free standing or attached to the building, without the written consent of Landlord. All signs shall comply with Landlord's Development Guidelines.
- 15. Utilities.** Tenant shall be responsible for directly paying all charges for services to any Improvements on Leased Premises including, but not limited to, water, sewer, electricity, natural gas, telephone and trash removal.
- 16. Landlord Not Liable For Damage; Indemnification.** Tenant expressly waives and releases any right it might otherwise have to make any claim against Landlord by reason of damage to any of the property of Tenant or by reason of injury or damage to the person or property of its customers or employees even through such injury or damage occurs by reason of the condition of the building or any other part of the Leased Premises. Moreover, Tenant hereby waives any right it might otherwise have to recover from Landlord, by reason of damages to Tenant's property, or by reason of injury or damage to the persons or property of its customers or employees caused by

any actions of other tenants or the employees, customers or independent agents of other tenants regardless of whether such actions are intentional, negligent or otherwise. However, nothing in the paragraph 16 shall relieve Landlord from any damage caused by the conduct of Landlord or the conduct of persons acting under Landlord's direction.

If any customer, employee or independent contractor of Tenant makes a claim against Landlord of the type referred to in this paragraph 16, Tenant shall be required to hold Landlord harmless from any such claim and shall indemnify Landlord from any liability which he incurs by reason of the claim; this duty of indemnity shall include the duty to defend any such claim and to pay the cost of such defense, but Landlord shall be consulted with regard to the conduct of the defense insofar as the choice of attorneys and other related matters. However, nothing in this paragraph 16 shall require Tenant to hold Landlord harmless from any claim or to indemnify Landlord from any liability which Landlord incurs by reason of Landlord's own conduct or the conduct of persons acting under Landlord's direction.

**17. Inconvenience During Construction.** Tenant recognizes that from time to time during the term of this Lease, it will be necessary for Landlord to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Greeley-Weld County Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or temporarily interrupt Tenant and its operation at the Greeley-Weld County Airport. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption and in further consideration of the premises, Tenant waives any right to claim damages or other consideration.

**18. Damages to Leased Premises.** If the Leased Premises are damaged by fire or other casualty, this Lease shall remain in effect and Tenant shall be obligated to repair, replace or remove any damaged buildings or structures, using any insurance proceeds to fund such repairs or replacements.

**19. Bankruptcy.** If Tenant is adjudicated bankrupt, or if Tenant makes a general assignment for the benefit of its creditors, or if a receiver is appointed for the Tenant's business operated on the Leased premises, then in any of these events, to the extent permitted by law, Landlord may declare this Lease terminated, but shall not be required to do so. In any case, to the extent permitted by law, neither the Lease nor any interest in the Leased Premises shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors.

**20. Condemnation.** In the event of condemnation, in whole, or in part, the Landlord shall be entitled to the portion of any award that is attributable to the real estate value and the Tenant shall be entitled to the portion of any award that is attributable to the

Improvements constructed by the Tenant and Tenant shall have the right to receive any governmental benefits available to a tenant by reason for the disruption of its business from condemnation including, but not limited to, any relocation benefits.

**21. *Covenant of Quiet Enjoyment.*** Landlord hereby represents that it has the full right and power to enter into this Lease and hereby covenants that Tenant shall have quiet possession of the Leased Premises throughout the term of this Lease so long as Tenant complies with its obligation hereunder.

**22. *Subordination.*** Landlord shall have the right to encumber the real estate portion of the (but exclusive of the Improvements) Leased Premises either before or after the commencement of the Lease Term. If Landlord desires to encumber the real estate portion of the Leased Premises, Tenant agrees to promptly execute and deliver any instrument reasonably required by Landlord, or a lender to Landlord, to evidence the subordination of this Lease. However, Tenant shall have the right to condition its delivery of any such instrument on the receipt from any lender requiring the subordination of a written confirmation, in a form suitable for recording, which provides that, notwithstanding any contrary provision of the mortgage or deed of trust in favor of the lender, lender and any person acquiring an interest in the Leased Premises through foreclosure of the mortgage or deed of trust, will not disturb the possession, use or enjoyment of the Leased Premises by Tenant, as long the Improvements will not be encumbered and all obligations of Tenant are fully performed in accordance with terms of this Lease.

**23. *Estoppel Certificate.*** At the request of either party, the other party shall certify in writing: (a) that this Lease is unmodified and in full force and effect (or, if modified stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and, (b) acknowledging that there are not, to the party's knowledge, any uncured defaults on the part of the other hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased premises or any prospective Tenant.

If any party fails or refuses to deliver any such written certificate within ten (10) days after receiving a written request to do so, then the failure shall constitute the equivalent of a representation by the party failing or refusing: (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) that there are no uncured defaults in the other party's performance; and, (c) that not more than one (1) month's rent has been paid in advance.

**24. *Landlord's Access.*** Landlord reserves and retains for its officers, employees and authorized representatives, the full and unrestricted right to enter the real estate portion of the Leased Premises at any time and the Improvements with 24 hours prior notice to Tenant, except in the case of emergency, for the purpose of inspecting or protecting such premises and of doing any and all activities which Landlord may deem necessary

for the proper general conduct and operation of the Greeley-Weld County Airport. In case of emergency, no notice shall be required. During the last six (6) months of the Lease Term or any Renewal Period, the Landlord may exhibit the Leased Premises to prospective tenants.

**25. *Change in Ownership of Tenant Entity.*** Tenant is. If during the term of this Lease, ceases to be Tenant's principal owner, then this Lease shall terminate at the option of Landlord unless written approval of such change in ownership is granted by Landlord. In the event of a proposed sale, the proposed buyer may request the Landlord to consider an extension of the Term of this Lease.

**26. *Defaults and Remedies.***

**a.** Tenant shall be in default of this Lease if at any time after commencement of the Lease Term:

1. Tenant defaults in the payment of any installment of rent or payment of utilities;
2. Tenant vacates or abandons the Leased Premises or ceases business activities for a period of ninety (90) consecutive days;
3. Tenant defaults in the performance of any of its other obligations under this Lease including, but not limited to, the obligations regarding taxes, insurance and maintenance, and if any such other default is not corrected within sixty (60) days after landlord had given Tenant written notice specifying the default.

Upon any such default Landlord shall have the right to declare the term of this Lease ended, and to re-enter and take complete possession of the Lease Premises, whereupon this Lease, and all of the rights of Tenant, shall terminate. Notwithstanding the foregoing, Tenant shall have the right to remove any and all Improvements and personal property at its own cost within a commercially reasonable period of time after Landlord terminates this Lease pursuant to this paragraph 26 and to restore the Leased Premises pursuant to paragraph 6.a above. In the event Tenant does not exercise this right to remove the Improvements from the Leased premises within a commercially reasonable time period, Landlord may elect to remove the Improvements if such Improvements remain on the Leased Premises after such a commercially reasonable period of time has passed and Landlord shall have the right to collect such removal cost from Tenant.

**b.** Upon any such default Landlord shall have the right to declare the Lease Term ended, and to re-enter and take complete possession of the Leased Premises, where upon this Lease, and all of the rights of Tenant, except as otherwise reserved herein, shall terminate. If this Lease is so declared terminated, Landlord shall have the right to sue for and recover all rent and other sums



due Landlord under the terms hereof at the time of termination, including damages resulting from any breach on the part of Tenant and, if Landlord elects to remove the Improvements pursuant to paragraph 26.a herein, Landlord shall have the right to recover for the cost of removal of the Improvements and to restore the Leased Premises pursuant to paragraph 6.a above. Notwithstanding the foregoing or anything contained herein, Tenant shall have the right, upon termination or expiration of this Lease for any reason whatsoever, to remove any and all Improvements at its own cost and expense within a commercially reasonable period of time after termination or expiration of this Lease.

- c.* If all or part of the Improvements and Leased Premises are left vacant for a period of sixty (60) consecutive days or if Tenant ceases business activities for a period of sixty (60) consecutive days or if any part of the rent or other obligations of Tenant remains unpaid or unsatisfied for a period of sixty (60) consecutive days or any other default occurs, Landlord may take possession of the Leased Premises or part thereof, but not the Improvements, without thereby terminating this Lease, and re-rent the Leased Premises for such rent and on such conditions as are reasonable. In such case, Landlord shall give Tenant credit for all rents so collected less, however, all expense of repair and re-renting, and Tenant shall be liable for the balance for the rent and other obligations until the expiration of the term of this Lease. At the end of the Lease Term or any Renewal Period or upon rental of the Leased Premises to a third party, Tenant shall have the right to remove any and all Improvements at its own cost within a commercially reasonable time period after the end of the Lease Term or any Renewal Period or rental of the Leased Premises to a third party. If Tenant does not exercise its right to remove the Improvements within a commercially reasonable time period after termination, expiration or re-rental of the Lease Premised, the Landlord may remove the improvements and shall have the right to recover the cost of removal of the Improvements and to restore the Leased Premises pursuant to paragraph 6.a above from Tenant.
- d.* If Landlord proceeds under either subparagraph a. or c. above, Landlord shall have the right to remove Tenant's personal property from the Leased Premises and take it to a public storage facility or other safe facility as an agent for Tenant. Tenant shall be responsible for paying the cost of any such storage, as well as the cost of transportation, and Tenant hereby waives any right it might otherwise have to make a claim against Landlord for damage to such personal property; for the interruption of Tenant's business by reason of the removal; for reimbursement for the cost of transportation and storage; or for any other damage or injury which Tenant may suffer by reason of Landlord's actions under this subparagraph.
- e.* If Tenant defaults with respect to any of its obligations under this Lease, other than the payment of rent, and if such default continues for thirty (30) days after notice thereof to Tenant, Landlord shall have the right to make any

payments that are necessary to remove the cause of the default. Tenant shall be obligated to fully reimburse Landlord for any such payment together with interest at the rate of eighteen percent (18%) per annum from the date of payment by Landlord to the date of reimbursement by Tenant.

- f.* In the event of default of Tenant, Landlord shall have the right to a Landlord's lien on the Improvements and personal property of Tenant.
- g.* The above specification of rights shall not preclude any other right or remedy which Landlord or Tenant may have by law or equity.
- h.* No waiver by Landlord or by Tenant of any breach by the other of its obligations or covenants hereunder will be a waiver of any subsequent breach.

**27. *Environmental Protection Agency (EPA) Greeley-Weld County Airport and State Storm Water Management Regulations.*** Tenant shall comply with all EPA, Greeley-Weld County Airport and State Storm Water Management statutes, rules, plans, policies and regulation.

**28. *Attorney's Fees in the Event of Litigation.*** In the event of a dispute between Landlord and Tenant, which results in litigation, the prevailing party in litigation shall be awarded its cost and reasonable attorney's fees.

**29. *Agreements with the United States.*** This Lease is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Greeley-Weld County Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal agency in the extension, expansion or development of said airport and facilities.

**30. *Airport Rules and Regulations.*** In addition to all provisions of this Lease, Tenant agrees to comply with the following documents now in effect or hereafter adopted or amended: The Greeley-Weld County Airport Minimum Standards for Commercial Activities, the Airport Rules and Regulations, Development Guide, the Non-Public Aircraft Fuels Dispensing Rules, Airport Security Plan and all other policies, rules and regulations adopted by the Greeley-Weld County Airport Board in the future, all as presently adopted, but also including any and all amendments made after the date of this Lease.

**31. *Federal Aviation Administration Lease Requirements.***

- a.* Tenant for itself, successor in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land": that (a) no person on the grounds of race, gender, disability, color or national origin shall be excluded from the participation in, denied the

benefits of, or otherwise be subjected to, discrimination in the use of said facilities; (b) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, gender, disability, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that Tenant shall use this paragraph in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of State, Part 21, Nondiscrimination in Federally assisted programs on the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- b.* Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- c.* Tenant shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color or national origin.
- d.* Non-compliance with provisions (a), (b) and (c) of this paragraph 31, after written findings, shall constitute a material breach thereof, and in the event of such non-compliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor, or at the election of Landlord or the United States, either or both of said Governments shall have the right to judicially enforce said provisions (a), (b), and (c).
- e.* Tenant agrees that it shall insert the above four provisions in any lease by which Tenant grants a right to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises.
- f.* Tenant agrees to comply with the notification and review requirements covered in Part 77 of Federal Aviation regulations in the event any future structure or building is planned for the Lease Premises, or in the event of any plan, modification or alteration of any present or future building or structure situated on the Lease Premises.
- g.* It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.
- h.* There is hereby reserved to Landlord, its successors and assigns, for the use benefit of the public, a right of flight for the passage of aircraft in the air space

above the surface of the Leased Premises, together with the right to cause in said air space such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from or operating Greeley-Weld County Airport.

- i.* Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises above the elevation set in the Weld County Zoning Resolution. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.
- j.* Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Greeley-Weld County Airport or otherwise constitutes a hazard. In the event the aforementioned covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant.

### **32. Miscellaneous**

- a.* Time is of the essence in all provisions of this Lease.
- b.* Colorado law will be referred to in the interpretation and construction of this Lease and the resolution of all disputes hereunder.
- c.* This Lease is binding upon and will inure to the benefit of the parties hereto, their corporate successors, their personal representatives, heirs, devisees, and assigns.
- d.* The provisions of this Lease may be amended only in writing signed by both parties.
- e.* Paragraph headings are for convenience only and shall not be considered in any controversy involving the meaning and interest of this Lease.

Any notice permitted or required by this Lease may be given by personal service of a written notice upon the party to whom the notice is given or by mailing the written notice by certified mail, postage prepaid, to the other party.

Notice to Landlord shall be delivered or mailed to:

Airport Manager

Greeley-Weld County Airport  
P.O. Box 727  
Greeley, CO. 80632

With a copy to:

William Crosier  
1010 9<sup>th</sup> Ave  
Greeley, CO 80631

And notice to Tenant shall be delivered or mailed to:

Tenant  
Tenant Address  
Tenant Address

Or to such other address or addresses as may hereafter be specified by notice given as provided above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease on the day and year first above written.

**LANDLORD:**

Greeley-Weld County  
Airport Authority:

BY: \_\_\_\_\_

ITS: Board Chair

**ATTEST:**

BY: \_\_\_\_\_

ITS: Secretary/Treasurer

**TENANT:**

Tenant

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
  )ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016  
by \_\_\_\_\_, the \_\_\_\_\_, for \_\_\_\_\_

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**SITE PLAN AND LEASE BOUNDARY**

**EXHIBIT B**

**CONSTRUCTION OF IMPROVEMENTS**

Greeley-Weld County Airport

Tenant:

Land Space No.



***MINIMUM STANDARDS  
FOR COMMERCIAL ACTIVITIES***

**APPENDIX B  
T-Hangar Lease Agreement**

## GREELEY-WELD COUNTY AIRPORT

### T-HANGAR LEASE AGREEMENT

(FORM)

8/1/06

This Lease Agreement is made and signed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the Greeley-Weld County Airport Authority ("Landlord") and \_\_\_\_\_ ("Tenant") for the lease of T-Hangar Space # \_\_\_\_\_.

**Section 1- Rental.** Rental payments are as follows: Rate: \$ \_\_\_\_\_ per month. Such amount to be payable in advance. If the rent is not paid within 10 days after its due, it will be in default of this Lease and a late charge of ten percent (10%) of the unpaid rent shall apply. Such rent shall be due and payable without notice from Landlord on the first day of each and every month during the term hereof and Tenant shall be deemed to be in default if such rent has not been received by Landlord when due. If Landlord increases the rental rates, the new rental rates required to be paid by tenant shall be effective on the first day of the next billing period, provided at least thirty (30) days written notice is provided Tenant by Landlord.

**Section 2 - Term.** The term of this Lease shall be from month to month until terminated by either party upon 30 days written notice.

**Section 3 - Alterations.** The tenant shall have no right to make alterations to the building or any other part of the leased premises without the written consent of the Landlord. The Landlord may withhold his consent for any reason having to do with the structural integrity of the building or the marketability of the leased premises. If approval is given, any such alteration shall be made in a safe and workmanlike manner, comply with all local, state and federal zoning and building codes, rules, laws and regulations. Such improvements shall be paid for promptly by the Tenant and shall not give rise to any mechanic's liens. Any such alteration or additions to the building or to other parts of the leased premises shall become the property of the Landlord and the Tenant shall have no right to remove any such alterations or additions at the end of the Lease term. The approval to any single alteration project shall not constitute the Landlord's approval of any subsequent project.

**Section 4- Tenant Covenants.** Tenant hereby agrees to comply with the following requirements:

- a. To use the T-Hangar only to house aircraft registered with Landlord, which are owned or leased by Tenant, along with any necessary aircraft parts and support equipment associated with the aircraft. Such aircraft to be airworthy, or actively being repaired or assembled with the intent on becoming airworthy.
- b. To store no gasoline, explosives or flammable materials in the T-Hangar, or any other hazardous material or substance, including any such items that violates applicable building codes, fire codes, or Airport Rules and Regulations.
- c. To not use in the T-Hangar, under any circumstances, while the T-Hangar is occupied or unoccupied, any space heater, including engine pre-heaters, either electric, kerosene, or

of any other type, except those which are approved/allowed by the FAA, Underwriters Laboratories, and local fire and building codes.

- d. To not conduct repairs or maintenance on any aircraft which exceeds the provisions and/or restrictions of any appropriate Federal Aviation Regulation (FAR), provided, also, that no business activities shall be conducted in any T-Hangar except Hangar 50, and then only upon the issuance of a Business License.
- e. To close T-Hangar doors properly after placing the aircraft in or taking it out of the T-Hangar and to not unduly or in an untimely fashion obstruct the access to adjacent T-Hangars.
- f. To not use any high voltage electrical equipment or machinery in or about the T-Hangar, or modify existing wiring or install additional outlets, fixtures or the like therein. Tenant shall not use or leave plugged in to any electrical outlet, any continuously running equipment, or equipment which cycles on and off automatically, when the Tenant is not present, including but not limited to appliances, power tools, compressors, or any other device which may be left plugged in while the Tenant is not present. Air compressors used while the Tenant is present in the T-Hangar are restricted to a maximum of 2 horsepower, and/or a 15 gallon tank.
- f. To not conduct any charter, rental, repair or instructional service or any commercial activity in or from the T-Hangar, except as provided in paragraph 4d. above.
- g. To report to Landlord, or its representative, any defects in the T-Hangar which the Tenant feels requires maintenance.
- h. To keep the T-Hangar clean and free of all trash and debris on the Greeley-Weld County Airport grounds, except in containers provided for trash by the Airport.
- i. To not attach any hoisting or holding mechanism to any part of the T-Hangar or pass any mechanism over the struts or braces therein. For purposes of this agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball block and tackle or other hoisting device.
- j. To not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the T-Hangar without the prior written permission of the Landlord or its representative.
- k. To not lock the T-Hangar or permit the same to be locked with any lock and key other than the lock and key supplied by the Landlord.
- l. To not park or leave aircraft or vehicles on the taxiway or on the pavement adjacent to the T-Hangar door in a manner which unduly interferes with or obstructs access to adjacent T-Hangars by other aircraft or vehicles.
- m. To comply with the requirements for registration of Tenant's aircraft with the Weld County Clerk and Recorder, if applicable.

- n. To pay for all charges and fees for natural gas service should the T-Hangar be equipped with a heating unit.
- o. To comply with the provisions of Section-8, "Use" below, regarding the maximum allowable space within the T-Hangar which can be used for storage of related and non-related aviation items.
- p. The Tenant shall not have the right to install signs, either free standing or attached to the building, without the written consent of the Landlord.
- q. Tenant will protect the hangar floor from possible leakage from the aircraft and will keep a drip pan under each engine while the aircraft is parked in the hangar.
- r. Tenant shall pay for all damage to the hangar caused by tenant or his/her activities.
- s. To provide and maintain current and valid credit card information with Landlord at all times to which Landlord shall be authorized to charge regular monthly rental amounts to, if so authorized, or, in the case of monthly cash payments, which Landlord may charge any overdue rents to.

**Section 5 - Landlord's Covenants.** Landlord agrees:

- a. To keep the T-Hangar in reasonable repair.
- b. To provide insurance coverage for the T-Hangar structure only. Tenant shall obtain its own contents or tenant's insurance.
- c. To furnish a lock and key to the T-Hangar to Tenant.

**Section 6 - Right of Entry.** Landlord shall have the right for its officers, employees and authorized representatives to enter the T-Hangar for the purpose of inspecting or protecting such premises and of doing any and all maintenance and repairs.

**Section 7 - Restriction on Assignment and Sublease.** The Tenant shall have no right to assign its rights under this Lease without the written consent of the Landlord and the Landlord may withhold the consent for any reason including, without limitation, and reason reasonably related to the protection of its economic interests.

**Section 8 - Use.** The T-Hangar shall be used only for aviation related purposes and no other purpose without the Landlord's consent which may be withheld for any reason, except that Tenant may use no more than an aggregate of fifteen percent (15%) of the total square footage of the leased T-Hangar, to a maximum height of six (6) feet above the floor, for the storage of both aviation related and non-related items other than an aircraft, provided such items comply with all of the provisions and restrictions contained herein. Tenant agrees to hold Landlord and its employees harmless for the loss of any and all personal items stored inside the T-Hangar. Tenant shall use the T-Hangar primarily for the storage of an aircraft, and any other items stored in compliance with this section shall a subordinate use only. Tenant shall have no right to conduct any hazardous activity. The Tenant agrees to conduct its activities within and about the T-Hangar so as to comply with all statutes, ordinances and other governmental regulations.

Tenant agrees to accept the building in its present condition, as is, except as otherwise noted herein and agrees to accept all risk with regard to its right to use the premises. The Tenant shall not store materials or supplies outside the T-Hangar without first obtaining the written consent of the Landlord. Tenant shall comply with all rules and regulations concerning environmental laws and hazardous wastes and agrees to indemnify and hold Landlord harmless from all claims for liability, including attorney's fees, premised on the Tenant's failure to comply with such laws, rules and regulations. All activities conducted on the lease premises, or any other activities conducted by Tenant on or about the Airport shall conform with acceptable safety standards. Applicable FAA standards, and local building and fire codes shall be used as a guideline.

**Section 9 - Landlord Not Liable For Damage; Indemnification.** The Tenant expressly waives and releases any right it might otherwise have to make any claim against the Landlord by reason of damage to any of the property of the Tenant or by reason of injury or damage to the person or property of its customers or employees even though such injury or damage occurs by reason of the condition of the T Hangar. Moreover, the Tenant hereby waives any right it might otherwise have to recover from the Landlord by reason of damage to the Tenant's property or by reason of injury or damage to the persons or property of its customers or employees caused by any actions of the other Tenant or the employees, customers or independent agents of the other Tenant, regardless of whether such actions are intentional, negligent or otherwise.

If any customer, employee or independent contractor of the Tenant makes a claim against the Landlord of the type referred to in this Section 9, the Tenant shall be required to hold the Landlord harmless from any such claim and shall indemnify the Landlord from any liability which he incurs by reason of the claim; this duty of indemnity shall include the duty to defend any such claim and to pay the cost of such defense, but the Landlord shall be consulted with regard to the conduct of the defense insofar as the choice of attorneys and other related matters.

**Section 10 - Inconvenience During Construction.** Tenant recognizes that from time to time during the term of this Lease Agreement, it will be necessary for the Greeley-Weld County Airport to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Greeley- Weld County Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or temporarily interrupt Tenant and its operation at the Greeley Weld County Airport. Tenant agrees that no liability shall attach to Landlord or the Greeley-Weld County Airport, or its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption and for and in further consideration of the premises, Tenant waives any right to claim damages or other consideration.

**Section 11 - Defaults and Remedies.** If at any time after commencement of the Lease term:

- a. The Tenant is in default of this Lease due to unpaid cash rents, the Landlord shall be authorized to charge any unpaid rental amounts to Tenants credit card, documentation of which shall remain on file with Landlord at all times during the term of this Lease.
- b. The Landlord also has the right, without reentering the leased premises or terminating this Lease, to sue for and recover any and all rents and other sums including damages at any time and from time to time during the term of this Lease.

- c. If any part of the rent or other obligations of the Tenant remains unpaid or unsatisfied, or if all or part of the leased premises are left vacant for a period of 30 consecutive days, the Landlord may take possession of the leased premises or part thereof without thereby terminating this Lease, and re-rent the property for such rent and on such conditions as are reasonable. In such case, the Landlord shall give the Tenant credit for all rents so collected less, however, all expenses of repair and re-renting, and the Tenant shall be liable for the balance of the rent and other obligations until the expiration of the term of this Lease.
- d. If the Landlord proceeds under either Subsection a or b above, the Landlord shall have the right to remove the Tenant's property from the leased premises and take it to a public storage facility or other facility as an agent for the Tenant. The Tenant shall be responsible for paying the cost of any such storage as well as the cost of transportation and the Tenant hereby waives any right it might otherwise have to make any claim against the Landlord for damage to such property, for the interruption of the Tenant's use by reason of the removal, for reimbursement for the cost of transportation and storage, or for any other damage or injury which the Tenant may suffer by reason of the Landlord's actions under this subsection.
- e. If the Tenant defaults with respect to any of its obligations under this Lease Agreement other than the payment of rent and if such default continues for 10 days after notice thereof to the Tenant, the Landlord shall have the right to make any payments that are necessary to remove the cause of the default. The Tenant shall be obligated to fully reimburse the Landlord for any such payment together with interest at the rate of 18% per annum from the date of payment by the Landlord to the date of reimbursement by the Tenant.
- f. The above specification of rights shall not preclude any other right or remedy which the Landlord or the Tenant may have by law.
- g. No waiver by the Landlord or by the Tenant of any breach by the other of its or his obligations or covenants hereunder will be a waiver of any subsequent breach.
- h. In the event of suit between the parties over their rights and obligations under this Lease, the prevailing parties shall be entitled to receive attorney fees and costs from the other party.

**Section 12 - Agreements with the United States.** This Lease Agreement is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Greeley-Weld County Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal agency in the extension, expansion or development of said airport and facilities.

**Section 13 - Airport Rules and Regulations.** In addition to all provisions of the Lease Agreement, Tenant agrees to comply with the following documents now in effect or hereafter adopted or amended: the Greeley- Weld County Airport Minimum standards, the Greeley-Weld County Airport Business License Policy and the Greeley-Weld County Airport Rules and Regulations as adopted and all amendments thereto.

#### **Section 14 - Federal Aviation Administration Lease Requirements.**

- a. The Tenant for itself, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agrees "as a covenant running with the land"~ that a) no person on the grounds of race, gender, disability, color or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, c) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary of State, Part 21, Nondiscrimination in Federally assisted programs on the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- b. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- c. Tenant shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color or national origin.
- d. Non-compliance with Provisions a, b and c above after written findings, shall constitute a material breach thereof and in the event of such non-compliance the Landlord shall have the right to terminate this Lease Agreement and the estate hereby created without liability therefore or at the election of the Landlord or the United States either or both said Governments shall have the right to judicially enforce said Provisions a, b and c.
- e. Tenant agrees that it shall insert the above four provisions in any lease by which Tenant grants a right to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
- f. Tenant agrees to comply with the notification and review requirements covered in part 77 of Federal Aviation Regulation in the event any future structure or building is planned for the leased premises or in the event of any plan, modification or alteration of any present or future building or structure situated on the leased premises.
- g. It is understood and agreed that nothing contained in this Lease Agreement shall be construed to grant or authorize the granting of an exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.
- h. There is hereby reserved to the airport, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the lease premises, together with the right to cause in said air space such noise as may be inherent to the operation of aircraft, now known or hereafter used for

navigation of or flight in the air, using said airspace for landing at, taking off from or operating the Greeley-Weld County Airport.

- i. Tenant, by accepting this Lease Agreement, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased premises above the elevation set in the Weld County Zoning Resolution. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the leased premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.
- j. Tenant, by accepting this Lease Agreement, expressly agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Greeley- Weld County Airport or otherwise constitute a hazard. In the event the aforementioned covenant is breached, Landlord reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Tenant.

**Section 15- Miscellaneous.**

- a. Time is of the essence in all provisions of this Lease.
- b. Colorado law will be referred to in the interpretation and construction of this Lease Agreement and the resolution of all disputes hereunder.
- c. This Lease Agreement is binding upon and will inure to the benefit of the parties hereto, their corporate successors, their personal representatives, heirs, and assigns.
- d. The provisions of this Lease Agreement may be amended only in writing signed by both parties.
- e. Section headings are for convenience only and shall not be considered in any controversy involving the meaning and interest of this Lease Agreement.
- f. Any notice permitted or required by this Lease Agreement may be given by personal service of a written notice upon the party to whom the notice is given or by mailing the written notice by certified mail, postage prepaid, to the other party .

**LANDLORD:**

**BY:** \_\_\_\_\_  
Airport Manager or Authorized Representative



I have read and understand the foregoing and agree to be bound thereby. I will notify the Landlord or its representative of any changes in my address or aircraft ownership.

**TENANT:**

\_\_\_\_\_  
Printed Name

**BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Aircraft Make/Model/N Number

\_\_\_\_\_  
Hangar Space No.

**PERSONAL GUARANTEE**

(Required for businesses leasing T-Hangars)

I \_\_\_\_\_, individually and personally, guarantee the rent and conditions and agreements to pay Landlord under the above lease.

Signature of Individual : \_\_\_\_\_



## CREDIT CARD AUTHORIZATION AGREEMENT

(PLEASE PRINT)

All information below is required.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Must be address to which the credit card statement is mailed to)

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

### TYPE OF CREDIT CARD:

VISA       MASTERCARD       DISCOVER       AMEX

CREDIT CARD NUMBER: \_\_\_\_\_

CREDIT CARD EXPIRATION DATE: \_\_\_\_\_

V CODE  
(3 digits on back of card right side of strip) \_\_\_\_\_

---

### CHECK AND SIGN ONE BELOW:

I do hereby authorize the Greeley-Weld County Airport Authority to charge my above referenced credit card for the amount due on account with the Greeley-Weld County Airport Authority, including hangar rental, land lease, tie-down lease, storage room lease, and any other fees due, on a monthly basis.

I will maintain valid credit card information on file with the Greeley-Weld County Airport Authority at all times, and I will notify the Greeley-Weld County Airport Authority in writing of any modifications, changes or termination of this agreement, or changes to the credit card account referenced above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I do hereby authorize the Greeley-Weld County Airport Authority to charge my above referenced credit card for the amount due on account with the Greeley-Weld County Airport Authority, including hangar rental, land lease, tie-down lease, storage room lease, and any other fees due, in the event that such amounts become overdue.

I will maintain valid credit card information on file with the Greeley-Weld County Airport Authority at all times, and I will notify the Greeley-Weld County Airport Authority in writing of any modifications, changes or termination of this agreement, or changes to the credit card account referenced above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



***MINIMUM STANDARDS  
FOR COMMERCIAL ACTIVITIES***

**APPENDIX C  
Parachute Landing Area**

# **APPENDIX C**

## **Greeley-Weld County Airport**

### **Designated Parachute Landing Area (PLA)**

The Greeley-Weld County Airport has identified an area east of Runway 17/35 to conduct parachute operations on airport property. That area is depicted in green on the map. Access to the designated PLA can be made from CR 47. Individuals or companies who seek to use the PLA must comply with Article XXII before commencing any operations at the airport. The size and location of the PLA were considered the best possible scenario by the FAA. Use of the PLA is not exclusive to one person and or company. Land lease rates for the PLA can be found in the Airport Rates & Charges. Use of the PLA is subject to Airport Rules and Regulations and Minimum Standards for Commercial Activities.

Size: 2,090'x622'


Area: 1,300,000 Sq. Ft.

# Greeley-Weld County Airport

Designated Parachute Landing Area



**Legend**

-  Designated Parachute Landing Area

CR 43

EG St

Weld County Road 43

43

263

62

45

Weld Co Rd 45

Airport Rd

Ed Beegles Ln

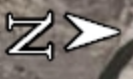
E 18th St

47

49

Co Rd 60 1/2

3000 ft



***MINIMUM STANDARDS  
FOR COMMERCIAL ACTIVITIES***

**APPENDIX D  
Airport Rules and Regulations**

# **GREELEY-WELD COUNTY**

## **AIRPORT AUTHORITY**

### ***AIRPORT RULES AND REGULATIONS***

**ADOPTED BY THE GREELEY-WELD COUNTY AIRPORT AUTHORITY  
BOARD OF COMMISSIONERS, JULY 17<sup>TH</sup>, 1997.  
REVISED: MAY 21<sup>ST</sup>, 2020**

**GREELEY-WELD COUNTY AIRPORT AUTHORITY  
P.O. BOX 727  
GREELEY, COLORADO 80632  
(970) 336-3000**



**GREELEY-WELD COUNTY AIRPORT  
AIRPORT RULES AND REGULATIONS**

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# ARTICLE I - DEFINITIONS

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## Section I - Definitions

The following terms, when used in these Rules and Regulations, shall have the meanings respectively ascribed to them by these Rules and Regulations:

1. **AIRCRAFT** - Shall mean any weight-carrying structure for navigation in the air and which obtains support by the dynamic reaction of the air to any obstruction connected with the structure. Gliders and ultra-lights, either powered or un-powered, helicopters, hot air balloons and airships will be considered aircraft.
2. **AIRPORT CERTIFICATION OR OPERATIONS MANUAL** - Shall mean the specifications containing the minimum operating standards of the airport, whether or not approved by the Federal Aviation Administration.
3. **AIRPORT, AIRPORTS, OR AIRFIELD** - Shall mean all of the land, improvements, facilities and development of the Greeley-Weld County Airport, or any other Airport Authority owned and/or operated airport. This term shall also mean the Airport Authority.
4. **AIRPORT AUTHORITY OR AIRPORT BOARD** - Shall mean the Greeley-Weld County Airport Authority, an appointed board which has policy and decision making authority for the operation of the airport. This term shall also include the persons employed by the Airport Authority when acting in an official capacity on behalf of the Airport Authority or Airport Board.
5. **AIRPORT ROADWAY** - Shall mean those portions of the airport designated and made available temporarily or permanently by the Airport Authority for vehicular traffic and not located on ground leased by others.
6. **AIR OPERATIONS AREA OR AOA** - Shall mean any area of the airport, both public and leased, used or intended to be used for the landing, takeoff, taxiing, or parking of aircraft, or any other area designated so by the Airport Director.
7. **AIR TRAFFIC CONTROL OR ATC** - Shall mean personnel, equipment, air traffic services and Federal Aviation Administration procedures provided or prescribed for use at the airport, including those procedures for operation of aircraft at an uncontrolled airport.
8. **AIRCRAFT EMERGENCY OR EMERGENCY** - Shall mean a problem or condition involving an aircraft whether in flight or on the ground, which could endanger lives or property. An aircraft emergency can be declared by the pilot, ATC, the Airport Director, or other personnel responsible for the safe operation of

the aircraft or airport.

9. **AIRPORT DIRECTOR OR DIRECTOR** - Shall mean the Airport Director of the Greeley-Weld County Airport Authority, the appointed head of the airport, being responsible for administration, operations and maintenance of the airport.
10. **AIRPORT OFFICIAL** - Shall mean any member of the Airport Board, the Airport Director, Airport Operations Supervisor, or any other Airport Authority employee designated by the Airport Director to be responsible for the safe operation of the airport, and specifically designated with the authority to do so by the Airport Director.
11. **AIRPORT RESCUE AND FIREFIGHTING OR ARFF** - Shall mean the primary firefighting personnel and equipment responding to emergencies on the airport.
12. **CITY** - Shall mean the City of Greeley, Colorado.
13. **COMMERCIAL BUSINESS OR COMMERCIAL BUSINESS ACTIVITY** - Shall mean the conduct of any activity on the airport for hire, whether conducted by a licensed business or individual.
14. **COUNTY** - Shall mean Weld County, Colorado.
15. **FAR** - Shall mean the Federal Aviation Regulations found in Title 14, Code of the Federal Regulations.
16. **FAA** - Shall mean the Federal Aviation Administration.
17. **GROUND TRANSPORTATION BUSINESS** - Shall mean the pursuance of the occupation of transporting passengers, material, or baggage for hire, either within the airport or from or to the airport from or to the points outside the airport.
18. **GROUND VEHICLE OPERATION HANDBOOK** - Shall mean the handbook recommended or approved by the FAA governing operations of motor vehicles on an airport.
19. **MOVEMENT AREA** - Shall mean the runways, taxiways, and other landing areas of the airport which are utilized for taxiing, hover taxiing, air taxiing, and landings and takeoffs of aircraft, exclusive of apron areas.
20. **OPERATOR** - Shall mean any person who pilots, controls, or maintains, whether directly or indirectly, an aircraft, airport or vehicle.

21. **PERSON** - Shall mean any individual, firm, partnership, corporation, association, company (including any assignee, receiver, trustee, or similar representative thereof), or the United States of America or any foreign government, state, or political subdivision thereof.
22. **PUBLIC AREA** - Shall mean those portions of the airport available for the use of the general public.
23. **RESTRICTED AREA** - Shall mean any portion of the airport to which no ingress is permitted except upon specific authorization by the Airport Director.
24. **APRON OR APRON AREA** - Shall mean those portions of the airport, both public and leased, designated for the parking and/or storage of aircraft.
25. **RUN-UP** - Shall mean any operation of a stationary aircraft engine above idle power except to overcome inertia for taxiing for takeoff.
26. **VEHICLE OR MOTOR VEHICLE** - Shall mean any automobiles, golf carts, trucks, buses, motorcycles, horse-drawn vehicles, tugs, or any other device in or upon or by which any person or property is or may be transported, carried, or drawn upon land, excepting aircraft. Boats, trailers, motor homes and any other non-aviation related device that is towed, pulled, pushed, or otherwise propelled are considered vehicles.
27. **VEHICULAR PARKING AREA** - Shall mean those portions of the airport designated and made available temporarily or permanently by the Airport Director for the parking of vehicles but not including parking areas under lease to others.

# **ARTICLE II - GENERAL**

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## **Section I - Title**

The rules set out in these Articles are adopted for the regulation of any airport owned and/or operated by the Greeley-Weld County Airport Authority. These rules may be cited as Greeley-Weld County Airport Rules and Regulations, or the Rules and Regulations.

## **Section II - Cancellation**

Greeley-Weld County Airport Rules and Regulations adopted November 27, 1990 is cancelled. Individual policies and procedures of the Airport Authority remain in effect except as otherwise revised, cancelled or replaced by the Airport Board.

## **Section III - Intent**

It is the intent of the rules and regulations in these Articles to establish and promulgate the standards deemed necessary to the maintenance and promotion of the peace, health, good government and welfare of Airport Authority owned/operated airports; to provide for the best performance of functions thereof; to promote the security of persons using the airport and its facilities; and by such rules and regulations, to provide enforcement for violation thereof.

## **Section IV - Scope**

The rules and regulations in these Articles shall constitute a special enactment effective only within the boundaries of the airport and not otherwise.

## **Section V - Federal Aviation Administration Regulations and Procedures**

- a. All flight and ground aircraft operations and vehicle operations at the airport shall be conducted in accordance with FAA rules and regulations and FAA approved policies, procedures, and recommendations for aircraft and airports, now in effect or hereafter promulgated, which rules, regulations, policies, procedures and recommendations are incorporated into these rules and regulations by reference.
- b. Any Airport Certification Manual, Operations Manual or Ground Vehicle Operation Handbook now in effect or hereafter adopted for the airport, upon adoption, is incorporated into these rules and regulations by reference.

## **Section VI - Same; Airport Authority Policies and Procedures**

- a. Any Storm Water Management Plan (SWMP) or environmental regulations now in effect or hereafter adopted or revised for the airport, upon adoption or revision, is incorporated in these rules and regulations by reference.
- b. Any policy of the Airport Board now in effect or hereafter adopted or revised, upon adoption or revision, is incorporated into these rules and regulations by reference.
- c. Any Minimum Standards, Business License Policy and Rates and Charges now in effect or hereafter adopted or revised, upon adoption or revision, is incorporated into these rules and regulations by reference.

## **Section VII - Exemptions**

- a. Exemptions to these rules and regulations may be granted pursuant to the following requirements.
  - 1. Exemptions must be approved by the Airport Board.
  - 2. Each exemption must be petitioned separately in writing and addressed to the Airport Board, delivered to the Airport Director.
  - 3. A petition for exemption must state the regulation for which exemption is requested, the reason justifying the request for exemption, the duration or number of instances for which the exemption is requested, and any other pertinent information relevant to the request or as requested from the Airport Director and/or Airport Board.
- b. The Airport Board has the right at its sole discretion to grant or deny a petition for exemption based upon the best interest of the airport.

# **ARTICLE III - REGULATION OF VEHICLES**

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## **Section I - Generally**

All of the traffic laws of the State of Colorado, City of Greeley and Weld County, are hereby declared to be in effect on the corresponding airport roadways, as defined, except insofar as these Articles prescribe different provisions.

## **Section II - Traffic Control Devices**

- a. All persons shall comply with all traffic control devices, signs, signals, markings or insignia erected, installed or placed by authority of the Airport Director or the City or County. This shall apply, when applicable, to both vehicular and pedestrian traffic. Insofar as possible, all such devices, signs, markings or insignia shall conform to the manual and specifications adopted by the State of Colorado, City of Greeley, or County of Weld, as appropriate.
- b. Except for speed limit signs, all traffic control devices, signs, markings and insignia as presently located, erected, or installed on the premises of the airport are hereby adopted, affirmed and ratified. Hereafter, the Airport Director and/or the City or County shall make changes deemed necessary in the interest of traffic safety. Any changes shall be reviewed appropriately by the City or County prior to such changes being posted.
- c. The speed limits upon airport roadways are set, affirmed and ratified at twenty five (25) miles per hour and such lower speeds at certain locations as may be deemed necessary and/or posted.
- d. Vehicular speeds on public aircraft aprons and other AOA or Movement areas are set, affirmed and ratified at fifteen (15) miles per hour. Airport, law enforcement, and emergency vehicles responding to incidents or accidents are permitted to exceed the vehicular speed limits.

## **Section III - Parking**

- a. No person shall park a vehicle or to permit the same to remain standing within the boundaries of the airport except at such places and for such periods of time, and upon payment of such parking fees and charges, as may from time to time be prescribed by the Airport Authority.
- b. An Airport Official, at such times as are necessary for the safety or security of the airport, may require that the owner or operator of a vehicle immediately move same to a location designated by the Airport Official. This paragraph applies to

vehicles properly parked on areas leased for the exclusive use of others and their guests or customers.

- c. Any vehicle which is disabled or which is parked in violation of this section or which represents an operational hazard at the airport may be removed or towed and impounded, all at the operator's or owner's expense and without liability for any damage to the vehicle which may ensue from such removal or towing. Such expense shall be a lien against the vehicle and payment in full therefore shall be a pre-requisite to the reclaiming of the vehicle by the operator or owner.
- d. Inoperable, abandoned or junked motor vehicles will not be permitted to be stored on the airport. Such vehicles may be removed by the Airport Director at the owner's expense.
- e. Boats, trailers, motor homes, and other non-aviation related vehicles or equipment shall not be stored in open areas of the airport including leased areas.
- f. Unless prior arrangements have been made with the Airport Director, motor vehicles properly parked but which remain at the airport in excess of thirty (30) days may be removed and disposed of by the Airport Director.
- g. For motor vehicles rendered inoperable due to collision or other causes:
  - 1. The owner or person in charge thereof shall have an opportunity to contact a wrecker or tow service and have the vehicle removed from the airport.
  - 2. If a motor vehicle rendered inoperable is not removed by the owner or person in charge within forty eight (48) hours, it shall be impounded and disposed of at the direction of the Airport Director.
  - 3. Nothing in this section shall be construed to prevent the immediate removal of a damaged or inoperable motor vehicle from a traveled road, right of way or movement area in order to maintain traffic flow, safety, and security of the airport.
- h. For motor vehicles without an operator due to arrest or detention of the owner or person in charge thereof:
  - 1. Where a motor vehicle is without an operator due to the arrest or detention of the owner or person in charge thereof, the vehicle shall be taken to the City or County impoundment area. Where a vehicle is not taken to the City or County impoundment area, it shall be removed by a private wrecker or tow service and impounded.



2. Nothing in this section shall authorize the release of a motor vehicle which itself is to be used as evidence in a criminal proceeding or prosecution, which contains or contained any item of evidence to be introduced in a criminal proceeding or prosecution, or which is subject to forfeiture by federal, state or local law enforcement officials.

#### **Section IV - Loading Zones - Passengers**

The Airport Director may establish zones for the loading or unloading of passengers or customers from vehicles at the airport. Such zones shall be designated with appropriate traffic control devices, signs, markings or insignia, and no person shall park any vehicle in any such passenger loading zone except to load or unload passengers, and then only for the established time limit posted in such zone.

#### **Section V - Same - Materials**

The Airport Director may establish loading zones for the loading and unloading of material at the airport. Such zones shall be designated with appropriate traffic control devices, signs, markings or insignia, and no person shall stop, stand or park any vehicle in a loading zone other than for the expeditious unloading and delivery, pickup and loading of material. In no case shall the stop for loading and unloading of materials exceed the established time limit posted in such loading zone.

#### **Section VI - Impeding Flow of Traffic**

No person shall park, stop or stand a vehicle in any airport roadway, driveway, apron, runway, taxiway, parking area, passenger or material loading zone, or in front or near any entrance or exit to any building at the airport so as to block, obstruct or impede the free passage of any vehicles, pedestrians or aircraft, unless such parking, stopping or standing has been approved and coordinated in advance with the Airport Director, and is being done so due to operational requirements.

#### **Section VII - Right of Way for Aircraft**

Aircraft taxiing, taking off, landing, re-positioning, or otherwise moving shall have the right of way in preference over vehicles or pedestrians. Vehicles shall yield the right of way to pedestrians, aircraft, emergency vehicles, and snow removal equipment. No vehicle may drive on or across any portion of a runway or taxiway without first having received permission of the Airport Director. Vehicles shall slow to an appropriate speed upon blind or obscured areas of the airport so as to avoid collisions or obstruct aircraft, vehicular, or pedestrian traffic.

#### **Section VIII - Condition of Vehicles**

- a. No person shall operate a vehicle on the airport unless such vehicle is in compliance with all licensing and registration requirements of state and federal law applicable to the type of vehicle.
- b. No person shall operate on the airport any vehicle in which any of the following are not operable:
  - a. Headlights
  - b. Tail lights
  - c. Tires
  - d. Mirrors
  - e. Horn
  - f. Any other device which bears on safe operation of the vehicle.
- c. Tugs or other motor vehicles used exclusively for towing aircraft are exempt from paragraph b. of this section, except that such tugs or motor vehicles must have the customary safety equipment operational at all times for such exclusively used vehicles.
- d. Tugs or other motor vehicles are prohibited from utilizing airport movement areas unless prior written permission has been obtained from the Airport Director. Permission to operate tugs or motor vehicles on movement areas may be revoked at any time at the Airport Director's discretion. Any tug or motor vehicles utilizing airport movement areas must be affixed with a flashing amber light.
- e. No vehicle maintenance shall be performed in any public area, either aeronautical or non-aeronautical, without prior consent from the Airport Director.

#### **Section IX - Vehicle Access to Restricted Areas**

No person shall operate a vehicle on the Restricted Areas of the airport unless that person has obtained prior permission from the Airport Director. Movement Areas are specifically designated as Restricted Areas. Additionally, the Airport Director may designate other Restricted Areas as deemed necessary for the safety and security of the airport.

#### **Section X - Access to Airport Property**

Notwithstanding anything in this Article, the Airport Director or his/her designee may restrict the access of any vehicle or person to any part of the airport, both public and leased, to ensure the safety or security of the airport or an aircraft accident/incident scene.

## **Section XI - Accidents; Damage to Airport Property**

Any damage to airport installations, equipment or property as a direct or indirect consequence of vehicle operations shall be, prima facie, the responsibility of the owner of the vehicle casually related to such damage. Repair of such damage shall be ordered and accomplished by the Airport Director by sending an invoice covering the cost thereof, payable upon receipt, to the responsible owner.

# **ARTICLE IV - REGULATION OF AIRCRAFT**

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## **Section I - Parking; Fees**

- a. Aircraft shall be parked only in assigned, leased, otherwise properly designated and authorized areas. Parked and unattended aircraft shall be chocked or tied down if remaining overnight. No aircraft shall be parked in restricted areas without the permission of an Airport Official.
- b. The Airport Authority shall establish and maintain a schedule of fees to be charged for the parking of aircraft on the public use transient apron and on other designated public access parking areas. No person shall park an aircraft on any such public parking areas overnight unless the required overnight parking fees have been paid. Failure to pay the required parking fee may subject the owner or operator of the aircraft to criminal sanctions or may result in the impoundment of the aircraft as hereafter provided. If any aircraft is found parked in violation of this section, and the identity of the operator cannot be determined, the owner, or person in whose name such aircraft is registered, shall be held prima facie responsible for such violation and fees.

## **Section II - Illegally Parked Aircraft; Remedies**

- a. Aircraft which are parked, stored or abandoned contrary to the provisions of Section I, may be impounded. Redemption of aircraft which have been impounded will necessitate the owner or operator paying all fees accrued against such aircraft to include towing and storage fees incident to impoundment. The airport may remove such aircraft from an illegal parking place. The customary charges resulting from such activities shall be charged against the registered owner of the aircraft.
- b. Inoperable, abandoned or junked aircraft will not be permitted at the airport unless storage or parking of such aircraft is the primary business of the person storing or parking such aircraft, or unless the aircraft is scheduled to undergo repairs with the intent on placing the aircraft into airworthy condition. Aircraft scheduled to undergo repairs with the intent on placing the aircraft into airworthy condition must have such repairs begin within a reasonable period of time, as described in Section III.d of this Article.
- c. This section does not apply to aircraft owned by organizations, educational institutions or other parties, using such aircraft for the primary purpose of educational activities.

### **Section III - Accidents; Damaged Property; Repairs to Aircraft**

- a. All accidents, incidents or damage of any nature involving aircraft or vehicles shall be reported to the Airport Director or Airport Officials as soon as possible after the occurrence of same.
- b. Any damage to airport installations, equipment or property as a direct or indirect consequence of flight operations shall be, prima facie, the responsibility of the owner of the aircraft casually related to such damage. Repair of such damage shall be ordered and accomplished by the Airport Director by sending an invoice covering the cost thereof, payable upon receipt, to the responsible owner.
- c. The owner of a damaged or disabled aircraft shall promptly remove it from any portion of the movement area or airport, unless otherwise directed by the FAA, NTSB or an Airport Official. Failure of the owner or operator to so remove an aircraft may result in removal by the Airport Director, and all expenses of this removal will be the responsibility of the owner.
- d. Damaged or disabled aircraft parked or stored in an authorized, assigned, leased or otherwise properly designated area in excess of thirty (30) days without undertaking repair or restoration thereof to operable condition will, in the absence of special arrangements with and permission of the Airport Director, be deemed abandoned or junked aircraft subject to impoundment as illegally parked aircraft.
- e. Repairs to aircraft damaged while in motion or parked on the airport are the sole responsibility of the owner. The owner or operator accepts the premises as is and receives no assurances from the Airport Authority other than those required by the FAA and leases that may be in effect on the airport.
- f. No repairs to or maintenance of aircraft shall be performed on any public area of the airport, unless authorized by the Airport Director.
- g. Aircraft repairs and maintenance performed in airport owned T-hangars is limited to those provided for in FAR Part 43, Appendix A, Section C.

### **Section IV - Lien on Impounded Aircraft**

The Airport Authority shall have a lien on impounded aircraft for the storage and care thereof. Notification to the owner of impounded aircraft shall be conclusively presumed given if, after accrual of sixty (60) days of unpaid storage charges or fees, the registered owner of such aircraft is advised by registered or certified letter, return receipt requested, of the fact of impoundment, delinquency in payment of charges, the airport's lien for the payment of same and contemplated public sale of such aircraft following the expiration of thirty (30) days from the mailing of such notice unless payment or suitable arrangements for payment have been made.

## **Section V - Airport Authority Free from Liability**

No liability shall accrue to the airport, its officers, agents, or employees for the towing, removal, impoundment, storage or disposition of aircraft or their contents under the provisions of this article.

## **Section VI - Aircraft Operations; Generally**

- a. All aircraft operations shall be conducted in accordance with current Federal Aviation Administration Rules and Regulations. All persons operating an aircraft shall have all licenses, registrations, certificates and other required documentation available on their person, or in the aircraft, in accordance with same.
- b. **Traffic Patterns.** All aircraft shall adhere to all traffic pattern requirements or standards as published or designated by the Airport Authority, and/or as specified in Federal Aviation Regulation Part 91.
- c. **Authority to Prohibit Operations.** Except for emergency landings, the Airport Director may prohibit aircraft landings and takeoffs at any time and under any circumstances which he/she deems likely to endanger persons or property.

## **Section VII - Aircraft Movement**

- a. **Takeoffs and Landings.** Takeoffs and landings will be at the pilot's discretion and in accordance with all Federal Aviation Administration Regulations for operating aircraft at uncontrolled airports. Pilots will also adhere to any established policies, procedures or special rules placed into effect by the Airport Director.
- b. **Taxiing.** Taxiing will be at the pilot's discretion and in accordance with all Federal Aviation Administration Regulations for operating aircraft at uncontrolled airports. Aircraft taxiing shall slow to an appropriate speed upon blind or obscured areas of the airport so as to avoid collisions with aircraft, vehicular, or pedestrian traffic. Pilots will also adhere to any established policies, procedures or special rules placed into effect by the Airport Director.
- c. **Aircraft Lights.** All aircraft which are being taxied, towed or otherwise moved at the airport shall have running/navigation lights on during the hours of darkness and during periods of reduced visibility.
- d. **Paved Areas.** All aircraft operations, including the towing and parking of aircraft, shall take place only on paved areas of the airport designated for such purposes. Takeoffs, landings, taxiing, parking and towing of aircraft is prohibited on

unpaved areas of the airport, except for designated unpaved runways or taxiways or with the permission of the Airport Director.

### **Section VIII - Aircraft Noise and Engine Run-Ups**

- a. **Noise Abatement.** All persons operating an aircraft will at all times adhere to any and all Noise Abatement Procedures in effect at the airport, except in the case of an emergency. The Airport Director is authorized to place into effect temporary or permanent Noise Abatement Procedures if deemed necessary.
- b. **Engine Run-ups.** No person shall run up any aircraft engine at the airport except in a place designated for such purposes by the Airport Director. At no time shall any person run up any aircraft engine in such a position that hangars, shops, other buildings, parked vehicles or persons are in the path of propeller or jet blast. No aircraft engine may be run up within 50 feet of any building on the airport.

### **Section IX - Off Airport Access (Through the Fence)**

It shall be unlawful for any person, aircraft or vehicle to enter upon the airport property for aeronautical purposes, or in support of aeronautical purposes, from an off airport parcel of land, unless such access has been approved by the Airport Board, and that such access is being conducted in compliance with any regulations or policies established by the Airport Board and all associated fees have been paid.

### **Section XX - Miscellaneous Operational Regulations**

- a. **Radar.** Surveillance radar equipment in aircraft shall not be operated within three hundred (300) feet of any fuel servicing or other operation in which flammable liquids or vapors may be present or created.

# **ARTICLE V - PERSONAL CONDUCT**

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## **Section I - Generally**

The provisions of this article shall not be construed as limitations upon the civil or criminal laws of this state which are in full force and effect within the airport.

## **Section II - Restricted Areas**

- a. The Airport Director shall have the authority to designate restricted areas at the airport.
- b. No person, without specific authorization from the Airport Director, shall enter or travel, in a vehicle, on foot, or other transportation devices except aircraft upon any area designated as a restricted area.
- c. No person who is upon any restricted area of the airport shall fail or refuse proper identification (driver's license, social security card or some similar authoritative indicia of identity) upon the request of an airport official or employee or of a peace officer of the city or the county or other state or federal law enforcement officer.

## **Section III - Animals**

No person shall bring any animal on the airport or to permit or cause the same to be brought thereon without a specific permit, license or lease therefore from the airport, provided, however, that this section shall not apply to a guide dog accompanying a blind person, to a hearing ear dog accompanying a deaf person, to animals properly confined or restrained for shipment, or to animals confined in private motor vehicles. This section shall also not apply to animals otherwise being transported by aircraft when such animal is being loaded or unloaded, provided proper restraints or leashes are used during the period of time the animal is on the airport.

## **Section IV - Soliciting and Conduct of Commercial Activities**

- a. No person shall solicit funds or anything of value for any purpose at the airport without specific written authority from the airport. This paragraph does not apply to based tenants of the airport when posting advertisements for their businesses on the public bulletin board when the established policies and rules of the Airport Authority are being followed in conjunction with such posting.
- b. No person shall sell or offer for sale any article or merchandise on the airport without a Business License, permit, or other written form of authorization from the Airport Authority. This is not intended to prohibit business enterprises leasing



premises on the airport from inviting salesman and similar activities to their leased premises for the convenience of customers and employees of such business enterprises only. The business enterprise leasing premises on the airport in such cases are responsible for advising the invitee of all of the pertinent airport Rules and Regulations, and his/her responsibility for compliance with same.

- c. No person shall solicit any business or trade, including transportation or persons or baggage for hire, on the airport without a Business License, permit, or other form of written authorization issued by the Airport Authority.
- d. No person or business enterprise shall conduct any form of commercial business activities on the airport, or solicit same, without first having paid the established Business License fee, and having received a Business License, permit, or other form of written authorization from the Airport Authority. The issuance or approval of a lease for premises on the airport shall not be deemed as such authorization to conduct such commercial business activities.

### **Section V - Advertisements**

No person shall post, distribute or display signs, advertisements, handbills, circulars or printed or written matter of a commercial nature at the airports without specific authorization from the Airport Director, or within the guidelines and policies established by the Airport Authority for same.

### **Section VI - Throwing Objects**

Without having first obtained authorization from the Airport Director, no person shall throw any object from:

- 1. Any terminal building, hangar, or from any other building or structure on the airport; or
- 2. From any vehicle on the airport; or
- 3. From any aircraft parked, taxiing, or in flight.

### **Section VII - Litter**

No person shall place, discharge or deposit in any manner any liter, garbage, trash, debris, junk or any refuse on the airport, except at such places and under such conditions as the Airport Director from time to time prescribes. Under no circumstances shall any person dispose of furniture, appliances, or other similar items in any location on the airport including trash containers.

## **Section VIII - Noxious or Corrosive Substances**

No person shall bring any noxious or corrosive substance upon any area of the airport without the prior approval of the Airport Director.

## **Section IX - Kites, Model Aircraft, etc.**

No person shall operate or release any kite, balloon, model aircraft, unmanned aerial vehicle, model rocket or parachute upon or above the airport without permission of the Airport Director. No person shall launch any projectile from the ground on the airport without the permission of the Airport Director.

## **Section X - Demonstrations**

- a. No organizations, groups of individuals or individuals shall conduct or participate in parades, marches, patrols or demonstrations on the airport unless written permission has been granted by the Airport Authority in response to a written request to engage in such activity.
- b. No person, while engaging in any such activity otherwise permitted as described above, shall prevent or interfere with access to or egress from any airport facility or premises or to hamper or curtail the conduct of business at the airport and no person while so engaged shall in any manner, by words or physical force, assault, coerce, threaten or intimidate any member of the public.

## **Section XI - Individual Behavior**

No person shall engage in any profanity, abusive, belligerent or intimidating behavioral action, including assailing, shouting, blocking passage or movement, or otherwise creating a public disturbance or nuisance towards any other person or group of persons upon the airport. No person shall possess an open container containing any alcoholic beverage on any portion of the airport accessible by the public without prior written permission by the Airport Director. No person operating an aircraft, vehicle, or other transportation device shall be under the influence of drugs or alcohol on any portion of the airport property.

## **Section XII - Camping, Games, Hunting, Picnicking**

No person shall use airport premises for the purpose of camping, athletic games or contests, hunting or picnicking unless authorization is first received from the Airport Director.

### **Section XIII - Firearms**

No person shall discharge a firearm on the airport in violation of State and local laws. This paragraph shall not apply to airport officials when such firearms are being used for the purpose of disbursing wildlife when their presence creates an operational/safety hazard to persons, property, or the safe operation of aircraft. All firearms being transported on the airport whether by aircraft or by vehicle, shall be properly stored or transported in a manner consistent with safe firearm practices, and as provided for by State and local laws. This paragraph shall not apply to law enforcement officers required to carry firearms on or off duty, or private security officers when carrying out their official duties.

### **Section XIV - Photography; Movie Productions; Polls**

- a. No person shall utilize photographic or moving picture equipment for the purpose of picture taking or moving picture photography in or near any area designated as a restricted area within the airport unless such person has obtained authorization from the Airport Director.
- b. No person shall use the airport premises for the purpose of any commercial photographic, theatrical or moving picture production without authorization from the Airport Director.
- c. No person shall conduct polls, opinion surveys, name listings, or solicit any other commercial data or information on airport premises without authorization from the Airport Director.

### **Section XV - Tampering with Private or Public Property**

No person shall tamper with or obstruct the operation of private or public property at the airport in any manner which may result in damage to persons to property.

### **Section XVI - Smoking Prohibited**

No person shall possess a burning tobacco product within 100 feet of any aircraft, fueling facility, or fueling vehicle, except at designated areas.

### **Section XVII - Lost Articles**

Any person finding lost articles shall deliver them to the office of the Airport Director. Articles unclaimed after 60 days may be turned over to the finder or disposed of.

### **Section XVIII - Right of Entry**

The Airport Director or his/her designee shall have the right of entry onto any area of the airport, including leased premises and privately owned structures on leased premises, upon reasonable notification to the tenant, to make inspections, repairs, maintenance or modifications as may be required, except in the event of an emergency, in which case immediate entry without prior notification shall be exercised.

### **Section XIX - Gambling**

Gambling in any form is not permitted on the airport.

# ARTICLE VI - AIRCRAFT FUELING AND FIRE SAFETY

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## Section I - Fuel Servicing Operations; Location

All fuel servicing operations shall be performed outdoors at locations designated by the Airport Director.

## Section II - Aircraft Engines

The engine of an aircraft may not be operated while the aircraft is being fueled, except as authorized by the Airport Director.

## Section III - Bonding and Grounding

During fuel servicing, all aircraft and fuel servicing vehicles, hydrants, pits, cabinets, pumps and nozzles shall be electrically bonded to each other and grounded before fuel flow starts.

## Section IV - Fire Hazards

- a. **Open Flames.** No open flames or lighted open flame devices shall be permitted within 100 feet of any fuel servicing operation or fueling equipment.
- b. **Lightning Precautions.** All fuel servicing operations shall be suspended when lightning discharges occur in the immediate vicinity of the airport.
- c. **Fuel Spills.** Spills or leaks of fuel which flow over an area in excess of ten (10) feet in any dimension shall be reported immediately to the Union Colony Fire Rescue Authority and the Airport Director.

## Section V - Same - Air Carriers

During fuel servicing operations of any air carrier or chartered air carrier aircraft, operating under FAR Part 121 or 135, a qualified flight attendant or crew member must be present in the cabin if passengers are present in the cabin.

## Section VI - Smoking in Fuel Service Vehicles

- a. Smoking within a fuel servicing vehicle is prohibited.
- b. The cab of each fuel servicing vehicle shall be equipped with a sign bearing the

words "No Smoking".

- c. Owners of fuel servicing vehicles which contain smoking equipment, such as ash trays and lighters, shall have such equipment removed or rendered inoperable.

### **Section VII - Fire Extinguishers**

- a. Each fuel servicing vehicle shall have two 20 lb. extinguishers, mounted one on each side of the vehicle.
- b. Each fuel farm or tank on the airport shall have one 20 lb. (minimum size) extinguisher present on site at all times.

### **Section VIII - Fueling in Hangars; Buildings**

No transfer of fuel onto or off of any aircraft shall take place inside any hangar, building, or other structure on the airport. All fueling and/or de-fueling activities shall take place outdoors.

# ARTICLE VII - ENFORCEMENT

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## Section I - Intent

This Article is designed to establish and define enforcement authority necessary to the maintenance and promotion of the peace, good government and welfare of the airport for the order and security of its inhabitants, users and visitors; and to protect the peace, lives, health and property of such inhabitants, users and visitors.

## Section II - Authority

- a. **General.** The primary responsibility of the design, establishment, promulgation and coordination of any special police, fire and health instructions and procedures effective at and upon the airport shall rest with the Airport Director, advised and assisted by the Airport Authority Board, the Chief of Police, Sheriff, Fire Marshall, and such other departments of local government as special problems and circumstances may from time to time require.
- b. **Power of the Airport Director to Require Identification.** The Airport Director and other regularly appointed employees of the Airport Authority specifically designated by the Airport Director shall have the right and power to request and require any person to give his/her true name and residence in matters connected with the airport, including the enforcement of these Articles. No person shall intentionally refuse to report or give a false report of his name or residence to the Airport Director or designated employee who has requested the information when acting in an official capacity in a matter connected with the airport including enforcement of these Articles.
- c. **Enforcement Authority.** Any peace officer of the City of Greeley, Weld County, as well as the Airport Director and other regularly appointed employees of the airport specifically designated by the Airport Director shall have the right and power to enforce any and all regulations contained in these Articles. Enforcement of penalties shall be subject to the severity and nature of violations of these Articles. Such persons shall have the power to issue citations for any violation of these Articles.
- d. **Penalties.** Persons found to be in violation of the provisions of these Articles will be subject to the revocation of certain privileges upon the airport premises which may include, but not be limited to; removal from the airport premises, revocation of commercial aviation privileges and/or Business License, revocation of airport access, termination of lease or operating agreement, or civil penalties as may be provided for by State and local laws.