

Appendix D



MANASSAS REGIONAL AIRPORT
COMMERCIAL OPERATING PERMIT

By this Permit, between the City of Manassas, Virginia, hereinafter referred to as the "City", and _____ a corporation, having offices at: _____

hereinafter referred to as "Permittee", Permittee is authorized to perform the services set forth in Article 1 below at the Manassas Regional Airport ("Airport") in consideration of the payment of fees set forth in Article 3 below and in compliance with the Airport Rules and Regulations, Minimum Standards and the terms and conditions of this Permit. Permittee's Federal Employer Identification Number is: _____

Phone number () _____ (Home) Phone number () _____ (Office)

Name of Principal: _____

Name of Local Manager: _____

Check one:

- Non-Franchise Tenant (business located on the Airport)
- Non-Tenant Operator (business located off Airport property)

1. Services Authorized to be Performed

Permittee is authorized to provide at the Airport the following services, hereinafter referred to as "Services": _____

Aircraft to be used by the Permittee for the conduct of its services/are: _____

In consideration of granting this Permit by the City, the Permittee agrees that it shall conduct its business and render its Services in a professional manner consistent with the Airport's Minimum Standards, industry standards and sound business practices.

2. Location for the Performance of Services

The City for reason of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport shall, in its sole discretion designate and/or approve the location on the Airport from which Permittee will provide its Services.

The location designated and approved for the provision of Services under this Permit is:

_____.

3. Fees

Permittee agrees, in consideration of the rights and privileges granted to it herein to pay to the City the applicable Permit fee as set forth below.

- a. The fixed fees payable pursuant to this Permit are those set forth in the Fee Schedule attached hereto.
- b. Payment of fees shall be by check or money order payable to the City of Manassas Treasurer.
- c. Permittee may pay Permit fees in advance.

4. Term

The term of this Permit shall be for a period of one year commencing on _____ and terminating on _____. The City may terminate this Permit on 24 hours notice if the Permittee fails to pay any amounts required to be paid by this Permit. If the Permittee breaches any other provision of this Permit or violates the Airport Minimum Standards and/or the Airport Rules and Regulations, the Airport will give the Permittee notice of such default. If within five (5) days after the Airport gives such notice, Permittee has not cured said default, this Permit and all rights and privileges granted herein will be terminated by the Airport with no further notice.

5. Assignment and Sale

Permittee agrees that it will not sell, convey, transfer, or assign this Permit. Any attempt to sell, transfer or assign this permit will result in cancellation of this Permit.

6. Valid Sublease

As a condition to Permittee providing the Services authorized herein, Permittee shall:

- a. if occupying space rented directly from the City, possess a current and valid agreement for the usage of the space, or;
- b. if occupying space, rented directly from a Lessee of the City, obtain from said lessee a current and valid sublease and submit it to the Airport, for its approval;

This section does not apply to non-tenant businesses.

7. Liabilities

The City shall not in any way be liable for any cost, liability, damage or injury including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, occurring on the Airport, or as a result of any operations, works, acts or omissions performed on the Airport, by the Permittee, its agents, employees, contractors, guest or invitees.

8. Rules and Regulations and Compliance

- a. The Permittee agrees to observe and obey any and all such Airport Rules and Regulations. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such Airport Rules and Regulations.
- b. Permittee shall obtain all licenses, certificates, Permits or other authorization from all governmental authorities having jurisdiction over the Permittee's operations at the Airport.

9. Cessation of Operations by Permittee

Upon the expiration or termination of this Permit, Permittee shall immediately cease all its operations at the Airport.

10. Rights Non-exclusive

Permittee hereby acknowledges that all operating rights and privileges granted hereunder are non-exclusive and the City reserves the right to authorize others to perform the same or similar services at its sole discretion.

11. Notice

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is personally delivered or deposited in the U.S. Mail, registered or certified mail, return receipt requested, addressed to the recipient, at the address set forth below:

To Airport: Manassas Regional Airport
 Attention: Airport Director
 10600 Harry J. Parrish Blvd, 2nd Floor
 Manassas, VA 20110

To Permittee: _____

12. Insurance

Permittee shall, at its own cost and expense and if required, take out and maintain such insurance for the term of this Permit as the Permittee is required under the Manassas Regional Airport's Minimum Standards. The Permittee shall provide the Airport Director with a copy of its Certificate of Insurance at the time this Permit is signed and delivered to the Airport Director's office.

13. Certification

By signing this permit, I am certifying that I have read and understand the Airport Rules and Regulations and the Airport Minimum Standards, and that all information provided on this application is true and correct to the best of my knowledge.

PERMITTEE

BY: _____

DATE: _____

AIRPORT ADMINISTRATION USE ONLY

Insurance Certificate Received Yes No N/A

Payment Received Yes No N/A

Permit approved:

BY: _____

DATE: _____

Juan E. Rivera, Airport Director

FEE SCHEDULE

Commercial Operating Permit

- | | |
|-------------------------|--|
| A. Non-Franchise Tenant | \$25.00 annually (must be paid in advance at the time permit is issued) |
| B. Non-Tenant Operator | \$680.00 annually (if paid in-full at the time the permit is issued) or \$65.00 per month (twelve (12) payments) |

Car Rental Companies

- | | |
|---|--------------------------------|
| A. Non-Franchise Tenant | |
| Each parking space occupied | \$10.00 per vehicle/ per month |
| B. Non-Tenant Operator | |
| Each parking space occupied over a 24-hour period | \$20.00 per vehicle/ per day |

The above fees are subject to change annually as part of the Airport's budget process.