

**Appendix D**

**FLAGLER EXECUTIVE AIRPORT  
COMMERCIAL OPERATING PERMIT**

By this Permit, between Flagler Executive, Florida hereinafter referred to as the "County", 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 Flagler Executive 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-Lease 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 County, 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 County 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 County 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 Flagler Executive Airport.
- 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 County 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 County, possess a current and valid agreement for the usage of the space, or;
- b. if occupying space, rented directly from a Lessee of the County, obtain from said lessee a current and valid sublease and submit it to the Airport, for its approval;
- c. pay all fees and charges outlined in the Fees and Charges Schedule.

This section does not apply to non-tenant businesses.

### 7. Liabilities

The County 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 County 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 County 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:                      Flagler Executive Airport  
   Attention: Airport Director  
   201 Airport Road  
   Palm Coast, FL 32164

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 Flagler Executive Airport's Minimum Standards. The Permittee shall provide the Airport Manager 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	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Payment Received	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Permit Approved:			
BY: _____	DATE: _____		
LeRoy W. Sieger, Jr., Airport Director			

COMMERCIAL OPERATING PERMIT

FEE SCHEDULE

Commercial Operating Permit

- |                        |  |
|------------------------|--|
| A. Non-Lease Tenant    | \$500.00 annually (must be paid in advance at the time permit is issued)   |
| B. Non-Tenant Operator | \$1,500.00 annually (must be paid in advance at the time permit is issued) |

Car Rental Companies

- |   |                                |
|---|--------------------------------|
| A. Non-Lease 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.*