



OWNER-ASSISTED AIRCRAFT MAINTENANCE AND INSPECTION BUSINESS PERMIT TOLEDO EXECUTIVE AIRPORT

The Toledo-Lucas County Port Authority ("Port Authority") grants this
Business Permit to Grantee:

Any person intending to provide aircraft repair / inspection services, other than owner preventive maintenance as defined in FAR Part 43, as a business will be permitted to provide such services without meeting the Minimum Standards requirements for Aircraft Maintenance Operator, provided that the terms and conditions of this Business Permit are complied with at all times.

Accordingly, as a condition of being granted the nonexclusive right to use Airport property for the following purpose: conduct owner-assisted aircraft maintenance and inspection for a T-Hangar tenant at the Toledo Executive Airport (the "Authorized Activity"), Grantee shall:

- (1) comply with all applicable Federal, State and local government laws, rules and regulations, including, but not limited to, those specified in the Airport's Minimum Standards, Leasing Policy, and Rules and Regulations, copies of which accompany this Aeronautical Activity Permit (the "Permit") and are incorporated by reference, which are now or hereafter in effect with respect to Grantee's use of the Airport; and
- (2) provide proof of proper and current licenses approved by the FAA, with appropriate ratings to cover the types of repairs or inspection work being offered, which shall be provided to the Port Authority upon execution of this Permit and then from time to time upon reasonable request of the Port Authority; and
- (3) provide proof of a business license, if applicable; and
- (4) pay the annual Business Permit fee of Fifty Dollars (\$50.00); and
- (5) comply with any directives issued by the Port Authority governing or pertaining to the Authorized Activity and/or the use of Airport property. A maintenance operator or aircraft owner shall provide proof of permit when challenged by the Port Authority or its designee; and
- (6) procure and maintain insurance in no less than the amounts set forth in *Exhibit A*, as such minimum requirements may be modified by the Port Authority from time to time, which policies shall include the Port Authority and the City of Toledo as additional insureds. Grantee shall furnish the Port Authority with a certificate evidencing that such insurance is in force. The Port Authority reserves

the right to change the insurance requirements during the term of this Permit consistent with other similarly situated entities; and

- (7) indemnify, release, protect, defend, and hold the Toledo-Lucas County Port Authority, the City of Toledo, and their respective directors, officers, employees, agents and representatives (the "Indemnified Parties") completely harmless from and against liabilities, damages, expenses, losses, injuries, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Permit and/or the use or occupancy of the Airport by Grantee, or the acts or omissions of Grantee, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur; and
- (8) clean, restore, repair and pay for any damage to Airport property, facilities or equipment resulting from its activities on the Airport and/or use of the Airport; and
- (9) conduct its operations in a clean, sanitary, and safe manner; and
- (10) covenant and agree:
 - a. that no person on the grounds of race, creed, color, religion, age, ancestry, sex, physical handicap or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities; and
 - b. it shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 21, Subtitle A, Nondiscrimination in Federally assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended; and
 - c. it shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; provided that Grantee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reduction to volume purchasers; and
 - d. it is currently and actively engaged in objectives to improve diversity and inclusion in its workforce, workplace, and business practices.

By execution below, Grantee hereby acknowledges and agrees that this Permit authorizes Grantee to conduct aircraft maintenance solely for an identified T-Hangar tenant who directly hires Grantee and that Grantee is not authorized to, and Grantee hereby agrees that it shall not, engage in or in any way solicit business activities at the Airport for other entities without specific written approval of the Port Authority, which approval is at the Port Authority's discretion, nor may Grantee advertise services in such a fashion to imply that their operations are based at the Toledo Executive Airport or imply a greater degree of service on the airfield as anything other than a permitted non-based independent aircraft repair and inspection service.

Grantee or the aircraft owner is required to inform the Port Authority via email at Airbanners@aol.com of the registration number of the aircraft to be worked on, the type of work to be conducted, the dates the expected work is to occur and where on the airfield the maintenance will take place (such as the tie-down

location or hangar number) prior to work occurring. The intent of this notification is to best ensure that when work is observed to be occurring that it is being done in compliance with this Business Permit.

Except to the extent caused by the gross negligence of the Port Authority or its agents, officials or employees, the Port Authority shall not be liable for any acts or omissions of Grantee or any of its employees or agents; or for any conditions resulting from the operations or activities of Grantee or its employees or agents; or for any loss or damage to any personal property or equipment of Grantee or its employees or agents.

The term of this Permit shall commence upon execution by Grantee and the Port Authority, and will terminate after a period of twelve months. Grantee must resubmit each year for a new Permit. Grantee's failure to comply with the terms and conditions of this Business Permit subjects Grantee to immediate terminate of the Business Permit and disqualification for future Business Permits.

This Permit shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Ohio.

Grantee

Toledo-Lucas County Port Authority

By: _____

By: _____

Printed: _____

Thomas J. Winston, President & CEO

Tenant

By: _____

Printed: _____

Hangar Number: _____

Notices to Grantee at the following address:

Attn: _____

EXHIBIT A AIRCRAFT MAINTENANCE

Aviation/General Liability	Minimum Limits
Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual, products/completed operations, fire legal liability & owned and non-owned aircraft liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate, product & completed operations
	\$1,000,000 personal and advertising injury
	\$50,000 fire legal liability
*Environmental Liability	\$1,000,000 *Per Occurrence
Automobile	Minimum Limits
Commercial automobile liability, comprehensive form, covering all owned, all hired & all non-owned automobiles	\$1,000,000 combined single limit per occurrence
Umbrella or Excess Liability	Minimum Limits
Excess of Aviation/General Liability, Auto Liability, Employers Liability	\$1,000,000 each occurrence
Worker's Compensation and Employer's Liability/Stop Gap	Minimum Limits
Statutory coverage or proof acceptable to the Board of approval as self-insurer by the State of Ohio	Workers' Compensation - Statutory
	\$1,000,000 each accident
	\$1,000,000 disease - each employer
	\$1,000,000 disease - policy limit

***For those entities performing work with or handling Hazardous Substances**

Note: It is recommended that Terrorism Insurance be included in all casualty lines of coverage.