

**NON SIGNATORY AIRLINE
OPERATING AGREEMENT
AT
ORLANDO INTERNATIONAL AIRPORT**

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**NON SIGNATORY AIRLINE
OPERATING AGREEMENT**

AT

ORLANDO INTERNATIONAL AIRPORT

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, whose address is One Airport Boulevard, Orlando, Florida 32827, hereinafter referred to as "Authority", and

Name of Airline: _____

Address: _____

Telephone: _____ Fax: _____

Contact Name: _____ Position: _____

duly incorporated in the State of _____, and authorized to transact business in the State of Florida, hereinafter referred to as "Airline".

WITNESSETH

WHEREAS, the City of Orlando is the owner of the Orlando International Airport, located in the County of Orange, State of Florida; and

WHEREAS, pursuant to an agreement dated September 27, 1976, as amended, with the City of Orlando, City Document No. 13260-1, Authority has custody, control and management of the Airport and, under its governmental responsibilities, operates the Airport for the accommodation of air commerce and transportation; and

WHEREAS, Authority has the right to lease and license the use of property on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Airline, as duly authorized by competent governmental authority, is engaged in the business of certificated air transportation with respect to persons, property and mail at the Airport and elsewhere; and

WHEREAS, Airline requires the use of certain specific premises, facilities, rights and privileges in connection with its use of the Airport and with respect to the passenger terminal complex and Authority is willing to grant the same to Airline upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I - DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

A. "Aeronautical Service Operator" shall mean either an authorized Fixed Base Operator or Specialized Aeronautical Service Operator approved by the Authority to provide services to aircraft at Orlando International Airport.

B. "Affiliate" shall mean (1) a parent or wholly owned subsidiary of a Signatory Airline, or (2) an airline operating under essentially the same trade name as a Signatory Airline at the Airport and using essentially the same livery as such Signatory Airline.

C. "Airline" shall mean the airline operating company first named herein as a party to this Agreement, duly organized and existing, and which company is qualified by appropriate

laws, regulations and certifications to conduct airline operations into Orlando International Airport.

D. "Airport" shall mean the Orlando International Airport owned by the City of Orlando and operated by the Greater Orlando Aviation Authority.

E. "Air Transportation" shall mean the operation of a transportation system by aircraft for the carriage of persons, property and mail, including activities reasonably necessary to such operation.

F. "All Cargo Transportation" shall mean the transportation by aircraft of property and mail but not the carriage of passengers.

G. "Authority" shall mean the Greater Orlando Aviation Authority created pursuant to Chapter 57-1658, Special Laws of Florida 1957, as replaced by Chapter 98-492, as amended.

H. "Certificated Maximum Gross Landing Weight" shall mean the maximum weight at which each aircraft operated by Airline is authorized by the FAA to land at Airport, as recited in the FAA flight manual governing that type of aircraft.

I. "Charter Airline/Charter Carrier" shall mean an airline which does not qualify as a Scheduled Airline (as hereafter defined).

J. "City" shall mean the City of Orlando, Florida.

K. "Contract Security" shall mean a letter of credit or other security in such form and issued by such company licensed to do business in the State of Florida as shall be acceptable to Authority in its sole discretion.

L. "Fixed Base Operator" shall mean a business recognized by the Authority as a fixed base operator at the Airport.

M. "Federal Aviation Administration" hereinafter referred to as "FAA", shall mean that agency of the United States Government created and established under the Federal Aviation Act of 1958, or its successor.

N. "FIS" shall mean the Federal Inspection Stations at the Airport.

O. "Revenue Landing" shall mean an aircraft landing at Airport in conjunction with a flight for which Airline makes a charge or from which revenue is derived from the transportation by air of persons or property, or an aircraft landing at the Airport to which the foregoing does not apply but then subsequently departing the Airport as a revenue generating flight; provided, however, that "Revenue Landing" shall not include any landing of an aircraft which, after having taken off from Airport, and without making a landing at any other airport, returns to land at Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

P. "Scheduled Airline/Scheduled Carrier" shall mean an airline operating company holding the required certificates, and

(1) is an airline designated as a "scheduled carrier" under a bilateral agreement or other treaty obligation of the United States for its routes to Orlando International Airport, or

(2) is an airline 60% or more of whose flight operations at Orlando International Airport meet ALL of the following conditions:

- The flight schedule conducted by the airline operating the flight to the Airport is contained in the then current edition of the Official Airline Guide, or similar publication, and the flight is consistently operated to such schedule;
- At least one third (1/3) of the seats on such flight are available for reservation and sale to the public, directly by the airline operating the flight, or through its commissioned

agents able to deliver individual, confirmed and valid tickets/flight coupons/ticketless reservations at the time and point of sale; and

- Individual tickets for the available seats on such flights must be available for sale by the airline operating the flight or its commissioned agents up to the time of departure.

Q. ”Signatory Airline” shall mean an airline that is a party to an Airline-Airport Lease and Use Agreement with the Authority.

R. ”Specialized Aeronautical Service Operator (“SASO”)” shall mean those specialized aeronautical service providers that meet the Authority’s Aeronautical Service Operator Minimum Standards and have been approved to provide these services at Orlando International Airport.

S. ”Terminal Complex” shall mean the passenger terminal buildings, including the landside building, the airside buildings and the passenger transfer system connecting each airside to the landside building, including any expansion thereof or any improvement thereto.

ARTICLE II - RIGHTS AND PRIVILEGES GRANTED TO AIRLINE

A. Rights and Privileges. Authority hereby grants to Airline the right and privilege to use the Airport for Air Transportation and no other purpose whatsoever or, when item 4 is selected in **Article III-A** below, for All Cargo Transportation and no other purpose whatsoever. Airline, its employees, passengers, guests, patrons and invitees shall have the right to the use of (in common with other duly authorized users) those portions of the Airport and appurtenances, which have been or may be provided by the Authority for common use at or in connection with the Airport, subject to rules and regulations promulgated by Authority in accordance with the provisions of **Article XII-I** below.

B. Nonexclusivity. Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are “non-exclusive” and Authority reserves the right to grant similar privileges to others engaged in Air Transportation or All Cargo Transportation at the Airport.

ARTICLE III - FACILITIES

A. Facility Requirements. Airline hereby advises Authority, by initialing ONE of the sections 3-A-1 through 3-A-4, that:

(1) _____. It is a Scheduled Airline and will require access to ramp and terminal facilities.

(2) _____. It is a Charter Airline and will require access to ramp and terminal facilities.

(3) _____. It is a Charter Airline and will require access to ramp and terminal facilities of a Fixed Base Operator located on the west side of the Airport.

(4) _____. It is providing All Cargo Transportation to the Airport, and will not require access to the Terminal Complex.

B. International Facility Requirements.

(1) Is Airline providing international passenger service to the Airport?

YES/-/NO

(2) Does Airline require Federal Inspection Services for post clearing international passengers?

YES/-/NO

C. Payment of Landing Fees.

(1) Airline agrees to pay its estimated landing fees with its monthly landing fee report.

YES--NO

(2) Airline agrees to pay its estimated landing fees within 15 days after submission of its landing fee report.

YES--NO

D. Change in Requirements. Airline shall give Authority at least sixty (60) days prior written notice of any proposed change in its facility requirements or status as a Scheduled Airline or Charter Airline, as set forth in **Article III(A)** above. In the event such notice changes the designation from **Article III(A)(3)** or **Article III(C)(1)** above, such notice shall be accompanied by the Contract Security required by **Article VII** below; and should the notice change the designation to **Article III(A) (1)** or **Article III(A)(2)** above, the Authority's written consent to Airline's agreement with a Signatory Airline must be obtained at least fifteen (15) days before the change becomes effective.

ARTICLE IV - TERM

This Agreement shall become effective upon execution by the parties hereto and continue until the earlier of (i) the termination of this Agreement by Authority pursuant to **Article X** of this Agreement, (ii) the cancellation of this Agreement by either party on thirty (30) days' prior written notice to the other party, or (iii) September 30, 2013.

ARTICLE V - FEES AND CHARGES AND ACCOUNTING RECORDS

A. Fees and Charges.

(1) Landing Fees. Airline shall within ten (10) days following the end of each calendar month, transmit to Authority a true report, on the Authority's current form ("Monthly

Landing Report”), setting out the Certificated Maximum Gross Landing Weight of each type of Airline’s aircraft multiplied by the number of Revenue Landings for each such aircraft at the Airport during the prior calendar month. Within fifteen (15) days of said reporting date, which shall also be considered the invoice date, Airline shall pay to Authority, pursuant to such invoice, a landing fee calculated at the rate shown on Attachment A-1, as such rate may be adjusted as provided below, per thousand pounds of the total of said Certificated Maximum Gross Landing Weight for the prior calendar month. It is agreed by Airline that Attachment A-1 and the above-stated landing fee rate may be adjusted from time to time by Authority and shall be adjusted by Authority at least annually during the term hereof to a landing fee rate which will not exceed one hundred fifty percent (150%) of the gross landing fee rate per thousand pounds of Certificated Maximum Gross Landing Weight being paid to Authority by the Signatory Airlines. Any adjusted landing fee rate shall be effective upon the earlier of general publication by the Authority of such rate or written notice of such rate to Airline.

If Airline shall fail, within ten (10) days following the end of a calendar month, to provide Authority with the report containing all the data required by the first paragraph of this **Article V(A)(1)**, then Authority shall invoice Airline for estimated landing fees for the prior calendar month in an amount equal to the monthly landing fee that would be payable under this Agreement if Airline’s Revenue Landings at the Airport were the landings shown in Airline’s published schedule of aircraft service to the Airport for the prior calendar month, or if Airline has no such published schedule, based on 1.5 times Airline’s actual Revenue Landings at the Airport in the last month reported by Airline to Authority, or as estimated in good faith by Authority, if Authority reasonably believes that such estimate is a more accurate reflection of Airline’s Revenue Landings, Airline shall, within ten (10) days after its receipt of such invoice,

pay the invoiced amount to Authority. The acceptance of such estimated landing fee payments by Authority shall be without prejudice to any of Authority's rights under **Article X** below. Any underpayment of landing fees shall be paid with the landing fee report provided by Airline to Authority covering the period for which estimated landing fee payments have been made, together with interest thereon from the date the estimated landing fees became payable at the rate provided for in **Article XII(K)** below, and any overpayment of landing fees shown in such report shall be credited against the landing fees next coming due from Airline after issuance of a credit memorandum by Authority.

(2) Facility Fees. If Airline is using ramp and terminal facilities in the Terminal Complex, then within fifteen (15) days after receipt of Authority's invoice, Airline shall pay to Authority facility fees for such use in accordance with Attachment A-1 to this Agreement, as such Attachment and such fees may be adjusted from time to time by Authority. The Authority shall have the right to adjust the facility fees from time to time on thirty (30) days prior written notice to Airline.

(3) Federal Inspection Station ("FIS") Fees. If Airline is conducting international flights requiring inspection at the FIS, Airline shall pay to Authority within fifteen (15) days after receipt of Authority's invoice, FIS fees in accordance with Attachment A-1 to this Agreement, as such Attachment and such fees may be adjusted from time to time by Authority. The Authority shall have the right to adjust the FIS fees annually, effective October 1, upon written notice to Airline and at any other time, from time to time, on thirty (30) days prior written notice to Airline.

(4) Security Fees. Airline agrees to pay all security fees assessed against Airline by Authority or some other governmental authority. Airline shall also pay any fines

which may be assessed against the Authority as a result of the violation by Airline of any applicable security regulation at the Airport, which payment shall be made by Airline within fifteen (15) days after receipt of the Authority's invoice for such amount and documentation showing that payment of such fine is Airline's responsibility hereunder.

(5) Passenger Facility Charge ("PFC"). Airline shall comply with all of the applicable requirements contained in 14 CFR Part 158 and any amendments or successor thereto. Airline shall pay the Authority the PFC applicable to Airline's passengers enplaning at the Airport imposed by the Authority from time to time pursuant to applicable federal law and regulations.

B. Monthly Reporting.

(1) Airline agrees to furnish Authority, no later than the tenth day of each month, with a report of Airline's operations at the Airport during the preceding month, separately setting forth on a form provided from time to time by the Authority the total number of enplaning and deplaning domestic and international passengers (including on-line and interline passengers), the total pounds of domestic and international enplaned and deplaned mail, express and freight carried by Airline and the number of landings by Airline by type and series of aircraft during the preceding month. Airline shall be obligated to provide such additional information to Authority as it shall reasonably request.

(2) If, at any time during the term hereof, Airline is to be an Affiliate of a Signatory Airline. Airline must notify Authority in writing, using a form prescribed from time to time by the Authority, of its affiliate relationship and provide Authority such information concerning such relationship as Authority may reasonably request.

ARTICLE VI - SIGNAGE

A. Permitted Signage. Airline shall not permit any signs, posters or other devices to be erected, maintained or displayed from or on any portion of the Airport or elsewhere in or about the Terminal Complex without the express, prior written approval of the Authority in each instance. Airline's display of signage shall be in accordance with Authority's policies, as such exist from time to time, including any required fees and costs reimbursements.

After execution of the Agreement, and at the written request of Airline, which request shall be accompanied by Airline's check in the amount shown on Attachment A-1 (d) to recover the Authority's cost of making the signage modifications, Authority shall, with reasonable promptness, take the necessary action to include Airline on those identification, directional and location signs affecting Airline on which Airline's name is entitled to appear in accordance with the applicable requirements of Authority's then existing signage policy, said signage to be compatible with similar existing signs at the Airport. Airline will be required to pay an additional fee if subsequent changes in identification, directional or location signage are requested by Airline because of changes in Airline's operations at the Airport.

B. Signage Release. Airline hereby authorizes the Authority and any service providers (hereafter the "Service Providers") to display the Airline's name, logo and service marks in connection with the operations of electronic display screens (i) installed at the Airport as part of the Authority's Multi-User Flight Information Display System "MUFIDS", or (ii) installed at any remote facility which receives an electronic, telephonic, or other type of input or feed from the Authority's MUFIDS. This authorization shall continue until revoked in writing by the Airline. A revocation of Authority's rights to use and display the Airline's name, logo or service mark shall be effective 72 hours following Authority's receipt of written notice of Airline's revocation, which notice shall be delivered by U.S. Certified Mail or by hand to the

following address: Greater Orlando Aviation Authority, One Airport Boulevard, Orlando, Florida 32827-4399, Attention: Director of Operations.

The Airline will indemnify, defend and hold harmless the Authority and its Service Providers from any loss, damage, cost or expense (including attorneys fees) arising out of or resulting from any claims during or after the term of this Agreement as a result of any such authorized use by the Authority of the displays, including but not limited to claims for trademark or service mark infringements. Airline's name, logos and service marks shall remain the property of the Airline with the sole right, title and interest thereto, except as provided herein. In carrying out any defense of a claim covered by its indemnification obligations hereunder, Airline will use counsel reasonably acceptable to Authority.

ARTICLE VII - CONTRACT SECURITY

A. Contract Security is required to be paid and maintained by Airline in an amount equal to the greater of Five Thousand Dollars (\$5,000) or the amount produced by the following formula:

- (1) Maximum certified gross landing weight of aircraft operated by airline divided by 1,000, multiplied by
 - (2) The current landing rate, multiplied by
 - (3) The highest aggregate number of flights anticipated to be conducted as determined in the reasonable discretion of Authority, in any three of the next twelve months.
- Authority may use historical flight information in estimating future flights.

For airlines using the Authority's common facilities or FIS, the deposit will be based on, in addition to landing fees, the highest aggregate anticipated Facility Use Fees and FIS Fees payable to Authority, as determined in the reasonable discretion of Authority, in any three of the

next twelve months. Authority may use historical information in estimating future payments. A letter of credit drawn on a U.S. bank is the preferred form of Contract Security.

B. Airline shall provide Authority, on the execution of this Agreement, with Contract Security acceptable to Authority in the sum shown on Attachment A-1 to guarantee the faithful performance by Airline of all of its obligations under this Agreement and the payment of all fees and charges and other amounts which become due under this Agreement including, without limitation, amounts invoiced or required to be remitted without demand such as Passenger Facility Charges. The initial amount of such Contract Security is set forth on Attachment "A-1" to this Agreement.

C. If Airline fails to provide Authority with a renewal or replacement Contract Security acceptable to Authority at least sixty (60) days prior to the date on which such previous Contract Security expires or at least sixty (60) days prior to the effective date of any cancellation of such previous Contract Security, or if Authority makes any proper demand on the issuer of such Contract Security which is not honored, or if such demand is honored and Airline does not within ten (10) days thereafter deposit additional Contract Security with Authority in the amount paid by the issuer of such Contract Security to Authority pursuant to such demand, then Authority shall have the right to immediately terminate this Agreement by written notice to Airline.

D. Authority shall have the right on at least thirty (30) days' prior written notice to Airline to increase or decrease the amount of Contract Security that Airline is required to maintain under **Article VII(A)** above so that such amount continues to represent the highest aggregate amount of fees and charges that Authority estimates will be payable by Airline under this Agreement in three of the subsequent twelve months. If Airline does not provide Authority,

prior to the expiration of such thirty-day period, with the full amount of any such increase in the required Contract Security, then Authority shall have the right to immediately terminate this Agreement by written notice to Airline.

ARTICLE VIII - INDEMNIFICATION AND INSURANCE

A. Indemnification. Airline shall indemnify, defend and hold Authority and the City, and the members (including without limitation, members of Authority's Board and the City's Council, and members of the citizens advisory committees of each), and the officers, employees and agents of each, harmless from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from the foregoing (i) by reason or on account of damages to or destruction of the property of Authority or the City, or by reason or on account of injury to or death of any person, in either case resulting from or arising out of the conduct of Airline's business in or about the Airport, including the work, acts or omissions of its officers, agents, employees, contractors, subcontractors, sublessees, licensees and invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Airline or Airline's officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees, or (ii) arising out of the failure of Airline to keep, observe or perform any of the agreements or conditions of this Agreement to be kept, observed or performed by Airline. Authority or the City will refer to Airline promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Airline or its insurer, and Airline or its insurer

shall have the right to compromise and defend the same to the extent of its interests. Any final judgment rendered against Authority and/or the City and/or such Signatory Airline for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount. In carrying out the defense of any claim subject to its indemnification obligations hereunder, Airline shall use counsel reasonably acceptable to Authority.

B. Liability Insurance. Airline at its own cost and expense shall obtain and cause to be kept in force for the term of this Agreement, Commercial General Liability Insurance to insure the specific and general liabilities assumed in Article VIII(A), above (Indemnification), including, but not limited to, aircraft liability, passenger legal liability, personal injury, broad form property damage liability, premises liability, baggage and cargo liability, independent contractor and contractual liability and such other coverage as may from time to time be generally issued by insurance companies to airlines in connection with their airport operations; and (if Airline operates any vehicles at the Airport), Comprehensive Automobile Liability Insurance (any Auto, including Owned Autos, Non-Owned Autos and Hired Autos), with Authority and the City, and their members (including without limitation, members of Authority's Board and City's Council, and members of the citizens advisory committees of each), officers, agents and employees named as additional insureds. Limits of liability for Commercial General Liability Insurance shall not be less than Twenty-five Million Dollars (\$25,000,000.00) combined single limit or its equivalent per occurrence or such greater amount actually maintained by Airline, whether required by law or regulation applicable to Airline, or otherwise, with no deductible. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than five Million Dollars (\$5,000,000.00) combined single limit or its equivalent per occurrence, with no deductible. All of said insurance shall be in a form and with a company or

companies approved by Authority; provided approval will be based upon insurance industry standards. All such insurance shall provide that it is primary insurance, as respects any other valid and collectible insurance Authority may possess including any self-insured retention or deductible Authority may have, and that any such other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy had been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance. All such insurance shall name Authority and the City as additional insureds under contractual liability coverage for the covenants and indemnification provided under this Agreement of the Authority and City by Airline; shall provide for payment of loss to the Authority, City and Airline as their interests may appear; shall contain a waiver of any right of subrogation that the insurer or insurers may have against Authority and City; and shall require the insurance company, in carrying out its obligations to the Authority and the City, to use counsel reasonably acceptable to the Authority. Prior to Airline's execution of this Agreement, a copy of the insurance policy or policies shall be furnished to Authority, or in lieu of such policy, a Certificate of Insurance by the insuring company, said policy or certificates to provide that such insurance coverage will not be reduced or canceled without at least thirty (30) days' prior written notice to Authority. Airline shall also provide Authority with copies of such endorsements and other evidence of the coverage set forth in the Certificate of Insurance, including the insurance policies themselves, as Authority may request. Authority reserves the right reasonably to amend the monetary limits or coverages herein specified during the term of this Agreement, but in so doing will give Airline at least thirty (30) day's prior written notice.

C. Workers' Compensation Insurance. If the nature of Airline's business operations on the Airport are such as to place any or all of its employees under the coverage of workers' compensation or similar statutes, Airline shall also purchase workers' compensation and employers' liability or similar insurance with a company or companies acceptable to the Authority affording the required statutory coverage and containing the requisite limits to be effective at least twenty (20) days prior to the commencement of this Agreement, and to be maintained by Airline throughout the term of this Agreement.

D. Member Protection. No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the operation of Airline hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, employee or agent, as such, past, present or future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

E. Failure to Obtain Required Insurance. In the event that Airline shall at any time fail to provide Authority with the insurance policies or certificates required under this **Article**, Authority may (i) immediately terminate this Agreement, (ii) suspend Airline's right to operate hereunder, or (iii) upon fifteen (15) days' written notice to Airline of its intention so to do, if such insurance is not obtained by Airline during that fifteen (15) day period, secure the required insurance, at the cost and expense of Airline.

F. Survival Provisions. The provisions of **Section** (A) and (D) of this **Article VIII** shall survive the expiration or earlier termination of the term of this Agreement.

ARTICLE IX - HAZARDOUS MATERIALS

A. Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

(1) **"Environmental Laws"** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

(2) **"Hazardous Materials"** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. **"Hazardous Material"** includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. **Sections** 9601 et seq.) (**"CERCLA"**), or pursuant to Chapters 376 and 403, Florida Statutes; any "hazardous waste" listed pursuant to **Section** 403.72, Florida Statutes, or any waste which conforms to the criteria

for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

(3) **“Release”** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

B. Airline's Agreement. Airline agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Airline may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

C. Environmental Indemnity. Airline shall indemnify, defend and hold harmless the Authority and the City from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by Airline of its obligations contained in **Article IX(B)** above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Airline, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

D. Environmental Audit. Upon reasonable notice to Airline, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Airline's operations to determine whether Airline has breached its

obligations under **Article IX(B)** above. Airline shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Airline.

ARTICLE X - DEFAULT BY AIRLINE

A. Events of Default. Any one of the following events shall constitute an Event of Default hereunder:

(1) The failure of Airline to make any payment required to be made by Airline hereunder when due as herein provided, which failure is not remedied within five (5) days after receipt by Airline of the Authority's written demand;

(2) The failure of Airline to provide any financial report required to be submitted to the Authority or any officer or employee thereof when due as herein provided, which failure is not remedied within five (5) days after receipt by Airline of the Authority's written demand;

(3) The failure of Airline to provide any Contract Security or renewal of Contract Security on or before the date on which the same is required hereunder, or to perform any other obligation where this Agreement expressly grants Authority the right to immediately terminate this Agreement;

(4) The failure of Airline to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by Airline, and continued failure to observe or perform any such covenant or agreement after a period of fifteen (15) days after receipt by Airline of the Authority's written demand;

(5) Commencement by Airline or by any guarantor or surety of this Agreement, in any court pursuant to any statute of the United States or of any State, territory or

government, of any insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the adjustment of its indebtedness;

(6) Commencement of any insolvency or bankruptcy proceeding (including, without limitation a proceeding for liquidation, reorganization or for adjustment of indebtedness) against Airline or any guarantor or surety of this Agreement, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof;

(7) Insolvency of Airline or any guarantor or surety of this Agreement, or if Airline or any guarantor or surety of this agreement is generally unable to pay its debts as they become due;

(8) The making by Airline or by any guarantor or surety of this Agreement of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors; or

(9) The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Airline or of any guarantor or surety of this Agreement, whether or not judicial proceedings are instituted in connection with such appointment or sufferance.

B. Remedies Upon Airline's Default. Upon the occurrence of any Event of Default, as defined above, Authority, besides any other rights or remedies it may have, shall have the option to immediately terminate this Agreement and recover from Airline all unpaid sums due Authority hereunder, together with any other amount and court costs necessary to compensate Authority for all damages proximately caused by Airlines default.

C. Further Provisions Regarding Default.

(1) No action by Authority pursuant to (A)(1)-(4) of this Article X shall be deemed to terminate this Agreement unless written notice of termination is given by Authority to Airline. In any event and irrespective of any option exercised, Airline shall pay upon demand all of Authority's costs, charges and expenses including fees of counsel, agents and others retained by Authority incurred in connection with the recovery of sums due under this Agreement, or because of the breach of any covenant or agreement of Airline contained in this Agreement or for any other relief against Airline. Airline hereby expressly waives any notices of default not specifically provided for herein, including without limitation, the three-day notice provided for in **Section** 83.20, Florida Statutes, and all rights of redemption, if any, granted by or under any present or future law in the event Airline shall be evicted or dispossessed from the Airport for any cause.

(2) No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance by Authority of any sums from Airline at any time when Airline is in default under any covenant or condition hereof, be construed as a waiver of such default or of Authority's right to terminate this Agreement on account of such default, nor shall any waiver or indulgence granted by Authority to Airline be taken as an estoppel against Authority, it being expressly understood that Authority may at any time thereafter, if such default continues, terminate this Agreement on account of such default in the manner hereinbefore provided.

(3) The rights and remedies given to Authority by this Agreement shall not be exclusive, and in addition thereto, Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative, and the exercise of one such right or remedy by Authority shall not impair its standing to exercise any other right or remedy.

(4) Airline and Authority shall and do hereby waive trial by jury in any action, suit or proceeding related to, arising out of or in connection with the terms, conditions and covenants of this Agreement.

ARTICLE XI - ASSIGNMENT

A. Airline shall not sell, assign or transfer this Agreement or any of its rights and privileges hereunder or permit any such sale, assignment or transfer to occur by operation of law, or subcontract for the performance of any of the services to be provided by it hereunder, without the Authority's prior written approval, which approval may be granted or withheld by Authority in the exercise of its sole discretion.

B. For purposes of **Article XI(A)** above, an assignment shall include, if the Airline is a corporation (except if Airline is a corporation whose stock is publicly traded), the issuance or the sale, transfer or other disposition of a sufficient number of shares of stock in the Airline to result in a change in control of the Airline or if the airline is a partnership or joint venture, a transfer of an interest in the partnership or joint venture which results in a change in control of such entity.

ARTICLE XII - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

A. Agreements with the United States, State of Florida, County of Orange and City of Orlando. This Agreement shall be subject to all restrictions of record affecting the Airport

and the use thereof, all federal, state, county and City laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between Authority and the City, and those between Authority or the City and the United States of America, the State of Florida, or the County of Orange, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or City funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

B. Right to Amend. Airline covenants and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States Government relative to the operation and maintenance of the Airport, the execution of which has been, or will be required as a condition precedent to the granting of Federal Funds for the development of the Airport. In the event that the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Airline hereby consents to any and all such modifications and changes as may be reasonably required.

C. Covenants Against Discrimination.

(1) Airline on behalf of itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agrees as covenant running with the land that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of

the Airport under the provisions of this Agreement; (2) in the furnishing of services at the Airport, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) Airline shall use the Airport 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, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Airline shall comply with the laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should Airline authorize another person, with Authority's prior written consent, to provide services or benefits upon the Airport or in connection with its rights or obligations under this Agreement, Airline shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Airline shall furnish the original or a true copy of such agreement to Authority.

(2) Airline assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Airline also assures Authority that it will require its covered suborganizations to provide assurances to the same effect and provide copies thereof to the Authority's Executive Director.

(3) Airline assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. Airline also assures Authority that it will require any subcontractors or sublessees (to the extent such subcontractors or sublessees are allowed under other provisions of this Agreement) to provide assurances to the same effect and assure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Airline's operations under this Agreement.

(4) Airline will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Airline is in the exclusive possession of another who fails or refuses to furnish this information, Airline shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) In the event of a breach of any of the above nondiscrimination covenants, Authority shall have the right to impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to the right to terminate this Agreement. The rights granted to Authority by the foregoing sentence shall not be effective until the applicable procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

(6) Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including nondiscrimination provisions, concerning the use and operation of the Airport, and Airline agrees that it will adopt such requirements as part of this Agreement.

D. Fair Prices. Airline shall furnish any and all services to the public at the Airport 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 however, that Airline shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

E. Right to Modify. The parties hereto covenant and agree that, during the term hereof, this Agreement may be unilaterally modified by Authority, upon advice of its legal counsel, in order to conform to judicial, FAA, Department of Transportation or Federal Trade Commission rulings or opinions. This section shall not preclude Airline from contesting said rulings or opinions, but Airline shall abide by the unilateral change. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except in writing and signed by both parties.

F. Remedies; Attorneys' Fees and Costs. In the event that any legal proceedings at law or in equity arise hereunder or in connection herewith (including any appellate proceedings or bankruptcy proceedings), the prevailing party shall be awarded costs, reasonable attorneys' fees (including reasonable fees and charges for the services of paralegals or other services of professionals working under the supervision of such attorneys and whose time is customarily billed to clients), and reasonable expert witness fees incurred in connection with such legal proceedings.

G. Warranty of Airline As to Conflicts of Interest. Airline represents and warrants to Authority that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any interest, direct or indirect, in the business of Airline to be conducted hereunder, and that no such persons shall have any such interest at any time during the term hereof.

H. Notices. All notices required or permitted to be given by Authority to Airline hereunder shall be in writing and delivered to it by electronic mail, or by hand delivery at the Airport, or by courier service providing a written record of the date of delivery or United States certified mail, postage prepaid, return receipt requested, addressed to Airline at the address shown on page one hereof. All notices required or permitted be given to Authority hereunder shall also be in writing and delivered to it by electronic mail, or by hand delivery or courier service providing a written record of the date of delivery or United States certified mail, postage prepaid, return receipt requested addressed to:

Executive Director
Greater Orlando Aviation Authority
One Airport Boulevard
Orlando, FL 32827-4399

Either party may change its address for purposes of this paragraph by written notice similarly given.

I. Rules and Regulations of Authority. Airline covenants and agrees to observe and obey all rules and regulations not conflicting with the provisions of this Agreement as may now exist or may be promulgated from time to time by Authority.

J. Additional Reserved Rights of Authority. Authority reserves the right (i) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, and Authority shall be free from any and

all liability to Airline for loss of business or damages of any nature whatsoever to Airline occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from the negligence of the Authority or its employees, agents or contractors and (ii) to establish such fees and charges for the use of the Airport by Airline and all others as Authority may deem advisable.

K. Interest. Any sums payable to Authority by Airline under any provisions of this Agreement which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

L. Miscellaneous Provisions.

(1) Airline shall hold all necessary certificates or permits from appropriate federal or state agencies having jurisdiction to provide air transportation services to the routes it is serving to and from the Airport.

(2) Airline and its employees shall promptly observe and comply with applicable provisions of all federal, state, and local statutes, ordinances, regulations and rules which govern or apply to Airline or its operations hereunder.

(3) (a) Airline shall comply with all of the applicable requirements contained in the U.S. Department of Transportation (“DOT”) regulations (collectively, the “Regulations”) set forth in 14 CFR Part 212 (Charter Rules for U.S. and Foreign Direct Air Carriers) and 14 CFR Part 380 (Public Charters) including, without limitation, the requirement to make a reasonable effort to verify that any Charter Airline for which Airline provides transportation to or from the Airport has complied with the applicable provisions of the Regulations.

(b) At a minimum, Airline shall verify that any Public Charter operator (as defined in the Regulations) with whom it contracts for transportation to or from the Airport has filed with DOT a prospectus which has been accepted by DOT, and that such Charter Airline has entered into a security arrangement in an amount sufficient to comply with the Regulations. Airline shall provide the Authority with the public charter number for each Charter Airline for which Airline provides transportation to or from the Airport promptly after it becomes available.

(c) In the event the Charter Airline fails to do so, Airline shall be responsible for remitting to the Authority PFC's to be collected from passengers enplaned at the Airport in connection with any charter flight for which Airline supplies transportation to and from the Airport.

(d) In lieu of complying with the requirements of subsections (b) or (c) above, Airline may furnish the Authority with a statement as to why such requirement does not apply. The Authority reserves the right to submit any such statement to the appropriate Federal or State agencies.

(4) Airline shall make and maintain arrangements for ground handling or fueling services with one or more Aeronautical Service Operators or with a Signatory Airline that is permitted to render such services to Airline under existing agreements with the Authority; provided, however, that Airline shall have the right to ground handle its own aircraft with its own employees. Airline shall require its ground handler to make a diligent effort to comply with reasonable bag delivery standards promulgated from time to time by Authority.

(5) If Airline is a Charter Airline that will require access to ramp and terminal facilities in the Terminal Complex or if Airline is providing international passenger service to the

Airport that requires access to the FIS, Airline shall submit its proposed operating schedules to the Authority in writing at such times and in such form as may be required from time to time by Authority or Authority policy. If the first sentence of this subparagraph is not applicable to Airline, Airline shall submit proposed schedules to Authority in writing at least thirty (30) days in advance of each month and prior to each schedule change during such month. If Airline's flight schedule is delayed for any reason not within Authority's reasonable control, and if Airline does not provide adequate Airline personnel to reasonably provide for the needs of Airline's delayed passengers, then Airline will reimburse Authority for its actual cost of providing Authority personnel to provide such assistance to Airline's delayed passengers. Authority shall have no obligation to provide its personnel to assist Airline's delayed passengers.

(6) Airline shall pay all lawful taxes and assessments levied or assessed against Airline.

(7) Airline shall pay all miscellaneous charges owed to Authority for key cards, identification badges and the like.

(8) Airline shall comply with all applicable regulations of the FAA and the Authority relating to Airport security so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

(9) Airline agrees to repair promptly, at its sole cost and expense and in a manner acceptable to Authority, any damage caused by Airline or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any improvements or property located thereon. If Airline fails to commence such repair within ten (10) days after the Executive Director's written demand and thereafter to diligently complete such repair, Authority shall have the right to make such repair, and Airline agrees to reimburse Authority for

the cost of such repair promptly after the Executive Director's written demand. Any unpaid amount due from Airline to Authority hereunder shall be secured by Airline's Contract Security and shall bear interest from the date payment was due to Authority at the applicable rate provided in **Article XII(K)** above.

(10) Airline is not authorized to act as Authority's or City's agent hereunder and shall have no authority, express or implied, to act for or bind Authority or City hereunder and nothing contained in this Agreement shall be deemed or construed by Authority or Airline or by any third party to create the relationship of partnership or joint venture.

(11) The article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(12) Time is expressed to be of the essence of this Agreement.

(13) The Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

(14) If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.

(15) Except as otherwise expressly provided herein, if certain action may be taken only with the consent or approval of the Authority, or if a determination or judgment is to be made by the Authority, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Executive Director of the Authority or his designee

(16) Airline acknowledges receipt of the following notice: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

(17) (a) During the term of this Agreement and for three (3) years thereafter, Airline shall maintain, and shall permit authorized representatives of the Authority to inspect (upon two days' notice, during regular business hours, at the Airport or another location within Orange County, Florida), complete and accurate records and documentation reflecting (i) the number of Revenue Landings and non-Revenue Landings per month of each type of aircraft by Airline; (ii) the number of Airline's enplaned passengers at the Airport per month (including on-line and interline passengers); (iii) the weight of domestic and international mail, and freight and express cargo, enplaned and deplaned at the Airport per month; and (iv) the usage of ramp and terminal facilities and FIS facilities at the Airport. Such records shall be kept in such form and detail as the Authority may reasonably require, and at a minimum in accordance with standard industry practice and any FAA regulations pertaining to such records and documentation. If, prior to the expiration of the above-stated record retention period, any audit, review or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Agreement by the Authority, the Airline or a third party, the records shall be maintained by Airline, and the Authority shall continue to have the right to inspect such

records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal).

(b) If, as a result of the Authority's examination of such records and documentation or otherwise, it is determined that Airline has underpaid any Landing Fees, Facility Fees, FIS Fees, Security Fees, PFCs, or any other amounts owed by Airline to the Authority pursuant to this Agreement, Airline shall forthwith, upon written demand from the Executive Director of the Authority or his designee, pay any underpaid amount due to Authority, together with interest thereon at the rate set forth in **Article XII(K)**, above, from the date such amount(s) should have been paid. Further, if such examination establishes that Airline has underpaid any fees to Authority by two percent (2%) or more, then the entire expense of such examination shall be borne by Airline.

(c) Authority's right under this **Article XII(L)(16)** shall survive the expiration or earlier termination of this Agreement.

(18) Airline shall provide the Authority with the names and telephone numbers of Airline's local representatives and corporate headquarters where Airline may be contacted 24 hours a day, 7 days a week. Airline shall also provide Authority with a copy of its emergency response plan, which shall include the names and telephone numbers of the persons to be contacted in the event of an emergency affecting Airline or its aircraft, and Airline agrees to keep this emergency response plan current at all times. In addition, Airline shall provide Authority with Airline's contract of carriage, and any amendments thereto, as required by applicable federal law and regulations.

M. Tax Exempt Status of Authority Revenue Bonds. Airline agrees to comply promptly with the applicable provisions of any federal tax statute, and all regulations or other

binding authority promulgated or decided thereunder, as required to permit the Authority's capital expansion projects to be planned and constructed by Authority with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes, including without limitation, the execution by Airline and delivery to Authority of any required tax election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport system.

N. Applicable Law. This Agreement has been entered into in, and shall be governed by and construed and interpreted in accordance with, the internal laws of the State of Florida.

O. Entire Agreement. This Agreement, together with the exhibits, attachments and annexes hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements made with respect to such subject matter are merged herein. Except as otherwise specifically provided in this Agreement, this Agreement may be altered or amended only by written instrument executed by all of the parties hereto.

P. Jurisdiction and Venue. Airline hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal District Court for the Middle District of Florida with respect to any action instituted by the Authority and arising against Airline under this Agreement, and waives any objection which Airline may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Airline. Airline further irrevocably consents to

the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Airline under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**GREATER ORLANDO AVIATION
AUTHORITY**

By: _____
Steve Gardner, Executive Director

AIRLINE

By: _____

Printed Name: _____

Title: _____

CONTACT INFORMATION

Airline: _____

Airline Financial Billing/Accounts Payable Contact(s):

Name: _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____

Insurance/Risk Management Contact:

Name: _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____

Public Relations/Media Contact(s):

Name: _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____

Station Manager:

Name: _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____

Airline - 24 Hour Emergency Contacts – minimum of 2 contacts required

Name: _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____

Name: _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____