



GENERAL AVIATION OPERATOR PERMIT APPLICATION AND PERMIT

INSTRUCTIONS:

To help the Colorado Springs Airport ("Airport") make an informed decision, please complete all applicable sections of this General Aviation Operator Permit Application and Permit ("Application/Permit") and submit it (along with any additional information, data, and/or documentation pertinent to the Applicant and/or the Activity) to the Airport.

Some of the questions in this Application may not apply to certain Applicants or Activities.

Commercial Applicants are expected to complete ALL sections of this Application/Permit.

It is expected that the Applicant will complete all applicable sections of this Application/Permit to the best of the Applicant's ability and the Applicant will include all pertinent information, data, and/or documentation in or with the Application/Permit.

If any section or question is not applicable, the Applicant shall indicate N/A in the appropriate field.

Upon completion, the Application/Permit must be properly signed in ink by the Applicant or an authorized representative of the Applicant. In case of a conflict between words and numerals, the words, unless obviously incorrect, shall govern. Tables, charts, diagrams, graphics, photographs, and other exhibits may be attached to the Application/Permit, if desired.

Please refer to the Airport's General Aviation Minimum Standards, available at www.flycos.com, for further information on each type of Activity and for definitions of the capitalized terms used in this Application/Permit.

Authorized representative's address (if different from above): _____

City: _____

State: _____ Zip: _____

On-Airport address where Activities are to be conducted (if different): _____

City: _____

State: _____ Zip: _____

Type of Applicant/Permittee:

- Lessee Sublessee* Temporary Mobile Maintenance

*If a Sublessee, please provide written acknowledgment from the Lessee (i.e., master tenant) that the Sublessee is authorized to conduct the permitted Activities in (or from) the subleased premises. Additionally, Lessee must acknowledge its responsibility to ensure the Sublessee complies with all applicable Regulatory Measures and applicable requirements of the Lessee. Subleases may require the Airport's consent.

Type of Activities to be conducted (check all that apply):

- Full Services Fixed Base Operator (FSFBO)
- Limited Services Fixed Base Operator (LSFBO)
- Fixed Maintenance Services Operator (FMSO)
- Mobile Maintenance Services Operator (MMSO)
- Avionics Instruments Services Operator (AISO)
- Aircraft Rental Services Operator (ARSO)
- Flight Training Services Operator (FTSO)
- Aircraft Management Services Operator (AMSO)
- Aircraft Charter Services Operator (ACSO)
- Aircraft Storage Services Operator (ASTO)
- Other Aeronautical Services Operator (OASO) (please describe): _____

- Temporary Specialized Aviation Services Operator (TSASO) (please describe): _____

If applying for a Non-Commercial Fueling Permit, please provide the following information (attach additional sheet(s) if needed):

Fuel Storage Facility (Tanks)				
Quantity	Fuel Type	Capacity	Construction Date	Above/Below Ground

Refueling Vehicles (Units)				
Quantity	Fuel Type	Capacity	Make/Model	Year

SECTION 2 –QUALIFICATIONS AND EXPERIENCE

State the number of years that Applicant/Permittee has engaged in the Activities to be conducted (as identified above): _____

Describe the specific activities to be conducted: _____

Identify all Airport land and/or improvements currently leased or subleased by the Applicant/Permittee: _____

Identify all aviation businesses owned and/or operated by the Applicant/Permittee (past and present), including the name and location of the business (airport, city, and state), and describe the type of activities conducted by the Applicant for each business (attach additional sheet(s) if needed): _____

SECTION 3 – VEHICLE OPERATIONS

Please check and initial one of the following:

- (Initial) _____ Applicant/Permittee acknowledges that no licensed vehicles owned by Applicant/Permittee, its employees, contractors, subcontractors, customers, or invitees will be driven on any ramp(s) in the course of Applicant/Permittee's Operations under this Application/Permit and acknowledges that its vehicles as described above will remain outside of the Airport's secured, fenced perimeter at all times.
- (Initial) _____ Applicant/Permittee acknowledges that licensed vehicles owned by Applicant/Permittee, its employees, contractors, subcontractors, customers, or invitees will be driven on the ramp(s) in the course of Applicant/Permittee's Operations under this Application/Permit; however, all driving shall be confined to the respective Applicant/Permittee's leased or subleased areas.
- (Initial) _____ Applicant/Permittee acknowledges that licensed vehicles owned by Applicant/Permittee, its employees, contractors, subcontractors, customers, or invitees will be driven off of the Applicant/Permittee's respective leased or subleased areas within the Airport's secured, fenced perimeter.

SECTION 4 – LAND AND/OR IMPROVEMENTS

Identify the property where the Activities shall be conducted on the attached Airport Layout Plan/Aerial Photograph, which the Parties incorporate here by reference.

Provide and attach a preliminary drawing identifying the land and existing Improvements (and the square footage of the land and existing Improvements) Permittee/Applicant has or desires to lease for the purpose of conducting the Activities. The Parties incorporate such drawing here by reference.

Describe the existing Improvements Permittee/Applicant has or desires to lease for the purpose of conducting the Activities: _____

Provide and attach a drawing identifying the hangar, office, customer, bathroom, shop, aircraft storage space, Apron, tiedown, parking spaces, and any other Improvements required for the Activities in the Airport's General Aviation Minimum Standards, including the square footage of each area identified in the drawing. The Parties incorporate such drawing here by reference.

Identify the largest Aircraft that will be serviced by the Applicant/Permittee: _____

Note: Apron size and weight bearing capacity must be sufficient for the proposed Activities based upon FAA design standards. Any deviation from FAA design standards shall be reviewed and approved by the Airport.

SECTION 5 – INSURANCE REQUIREMENTS

Based on Applicant/Permittee's activities (as identified above), Applicant/Permittee shall comply with the attached Insurance Requirements, as may be revised, amended, or supplemented from time to time, which the Parties incorporate here by reference. Applicant/Permittee shall procure and maintain in full force and effect during the term of this Application/Permit and any renewals the required insurance coverage as outlined in the Insurance Requirements, unless otherwise approved and/or agreed upon by the Airport in writing.

(Initial) _____ if the Applicant/Permittee contends that it is not required to maintain Workers' Compensation and Employers' Liability insurance.

Note: The City cannot give legal advice concerning whether Workers' Compensation and Employers' Liability insurance is required. If the Applicant/Permittee has questions, he/she/it should consult with an attorney.

Should the amount of insurance required herein become inadequate during the term of this Application/Permit or any renewals, Applicant/Permittee agrees that it will increase the amount of insurance to meet new minimum limits as reasonably established by the City.

Applicant/Permittee agrees that the City shall be named as an additional insured under such policy or policies of insurance required under this Application/Permit, with the exception of Workers' Compensation and Employers Liability, and said policy or policies shall include the severability of interest "cross over" provision. The insurance required to be carried by Applicant/Permittee shall be primary and any insurance held by the City is excess and non-contributory.

All policies of insurance will be on the ACORD form or other form approved by the City with a company or companies reasonably satisfactory to the City. Applicant/Permittee is responsible for ensuring the delivery of all insurance policies or certificates of required coverage to the City.

At least thirty (30) days before the expiration of any then current policy of insurance, Applicant/Permittee shall deliver to the City evidence that the insurance coverage will be renewed. Within fifteen (15) days after the date of written notice from insurer of cancellation or reduction in coverage, Applicant/Permittee shall ensure delivery to the City a policy or certificate of insurance reinstating or otherwise providing the required insurance. All policies will provide for at least thirty (30) days advance written notice to both Applicant/Permittee and the City of any insurer's intent to cancel or otherwise terminate or not renew a policy.

Failure to provide and maintain the required insurance shall be grounds for termination of this Application/Permit.

All coverage furnished by Applicant/Permittee shall be primary, and any insurance held by the City is excess and non-contributory.

Applicant/Permittee is responsible for ensuring the delivery of all insurance policies or certificates of required coverage to the City.

If any claim for damages is filed with Applicant/Permittee, or if any lawsuit is instituted against Applicant/Permittee, Applicant/Permittee will give prompt and timely notice to the City, provided that claims and lawsuits subject to a legal notice are only those that arise out of, or are in any way connected with Applicant/Permittee 's use of the Airport or Permittee's operations or activities at the Airport and that in any way, directly or indirectly, contingent or otherwise, affect or might reasonably affect the City. Notice will be deemed timely if given within fifteen (15) days following the date of receipt of a claim or fifteen (15) days following the date of service of process of a lawsuit. Accident or property damage claims in an amount less than five thousand dollars (\$5,000) will be excluded from the requirements of this paragraph.

SECTION 6 – INDEMNIFICATION

Applicant/Permittee shall be responsible for any and all damages to property or injury to persons arising out of the exercise of this Application/Permit. It is further understood and agreed that Applicant/Permittee voluntarily assumes all risk and liability for any damage or injury that may occur as a result of conducting the activities on Airport property, including any damage to Airport property or the property of others and hereby agrees to release, waive, and discharge the City, its officers, agents, and employees from any and all liability or claims that may be sustained as a direct or indirect result of Applicant/Permittee's activities on the Airport. Applicant/Permittee shall keep and hold the City and its officers, directors, agents, servants, employees, and members of its Council harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Airport, as a proximate result of the acts or omissions of Applicant/Permittee, its agents, servants, or employees, or arising out of the operations of Applicant/Permittee upon and about the Airport property, excepting such liability as may result from the sole negligence of the Airport and the City, its officers, directors, servants, agents or employees; provided, however, that upon the filing of any claim with the City for damages arising out of incidents for which Applicant/Permittee herein agrees to hold the City harmless, then and in that event the City shall notify Applicant/Permittee of such claim and Applicant/Permittee shall have the right to settle, compromise or defend the same. Applicant/Permittee shall further use legal counsel reasonably acceptable to the City in carrying out Applicant/Permittee's obligations hereunder. Any final judgment rendered against the City for any cause for which Applicant/Permittee is liable hereunder shall be conclusive against Permittee as to liability and amount, where the time for appeal therefrom has expired. The indemnity provision set forth herein shall survive the expiration or early termination of this Application/Permit.

Notwithstanding the provisions of this Section 6, Applicant/Permittee will not be liable for any environmental claim, action, loss, damage, injury, liability, penalty, fine or attorney's fee attributable to: (i) a pre-existing condition on, under or about the Airport property not previously occupied by Applicant/Permittee; or (ii) the acts of a third party that are not in any way connected with Applicant/Permittee's use and occupancy of the Airport; or (iii) acts of the City, its officers, directors, servants, agents or employees that are not in any way connected to Applicant/Permittee's use or occupancy of the Airport.

SECTION 7 – PERMIT FEE

Applicant/Permittee shall pay a Permit Fee of Ten Dollars (\$10.00) annually, as provided for in Section 14.1.206

of the Code of the City of Colorado Springs 2001, as amended. Payment of the Permit Fee is due upon submission of this Applicant/Permit to the City and any subsequent renewals. The City reserves the right to increase such Permit Fee at any time.

SECTION 8 – TERM AND TERMINATION

- This Application/Permit shall be an annual permit valid from _____ to _____; or
- This Application/Permit shall be a temporary permit valid for less than one (1) year from _____ to _____.

This Application/Permit may be renewed for additional terms of up to one (1) year each in a writing signed by the Parties. The terms and conditions of this Application/Permit shall apply to any such renewals.

Either Party may terminate this Application/Permit, with or without cause, upon giving the other party thirty (30) days written notice of such termination, provided that the Director may terminate this Application/Permit upon such notice as the Director deems appropriate under the circumstances if the Director determines that termination is necessary to protect the public health, safety, or welfare.

SECTION 10 – NONDISCRIMINATION

(A) Permittee acknowledges that the City is obligated to take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participation in, or denied the benefits of, or otherwise be subjected to discrimination in or under any activity or program for which the City receives federal financial assistance.

(B) Permittee further acknowledges that the City is subject to and shall comply with the following:

Statutory/Regulatory Authorities:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(2) 49 C.F.R. part 21 (entitled Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

(3) 49 U.S.C. § 47123 (Nondiscrimination Statute), the Secretary of Transportation shall take affirmative action to ensure that an individual is not excluded because of race, creed, color, national origin, or sex from participating in an activity carried out with money received under a grant under this subchapter;

(4) Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), (prohibits discrimination on the basis of disability);

(5) 28 C.F.R. § 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

(6) 49 C.F.R. part 28 (entitled Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation);

(7) 49 C.F.R. part 37 (entitled Transportation Services For Individuals With Disabilities (ADA));

(8) 28 C.F.R. part 35 (entitled Discrimination On The Basis Of Disability In State And Local Government Services).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts and Regulations,” respectively. The Acts and Regulations are incorporated here by reference and made a part of this Agreement.

(C) As used below, the term “contractor” shall mean Permittee, the term “sponsor” shall mean the City, and the term “contract” shall mean this Agreement.

(D) The remaining provisions of this Section shall apply from the Effective Date through the expiration or termination of this Agreement.

(E) During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to non-discrimination in federally-assisted programs of the U.S.

Department of Transportation ("DOT") Title 49 Code of Federal Regulations Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds race, creed, color, national origin, or sex.

(4) Information and Reports: The contractor shall provide all information and reports required by 49 C.F.R. Part 21 or 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 the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding payments to the contractor under the contract until the contractor complies; and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs 1 through 5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by 49 C.F.R. Part 41 or directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(F) Permittee, for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

(G) Permittee, for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, creed, color, national origin, or sex, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, creed, color, national origin, or sex, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Permittee will use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

(H) Permittee assures 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 with or benefiting from federal assistance. This provision obligates Permittee or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(I) In the event of breach of any of the above Non-discrimination covenants, the City will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

(J) During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. part 21.

(2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(3) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;

(4) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(5) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(6) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(7) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(8) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(9) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(10) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(11) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

(K) Permittee agrees to forward a copy of any Title VI complaint it receives in connection with Permittee's activities and operations at the Airport within three (3) days of Permittee's receipt of same and identify the actions taken regarding any such complaint. Permittee further agrees to cooperate with the City in its investigation of any Title VI complaints, including making relevant documents and records available to the City for inspection upon reasonable notice, and to provide reasonable assistance to the City in connection with any compliance review conducted by the FAA. A copy of 49 C.F.R. part 21 is available at the Airport Administration Office for inspection during normal business hours upon request.

(L) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

(M) The following applies to concession agreements, management contracts, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions:

(1) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. part 23.

(2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R. part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

(N) The following applies to "covered organizations" of the City as that term is defined in 14 C.F.R. part 152, subpart E, Nondiscrimination in Airport Aid Program:

(1) Contractor assures the City that contractor will undertake an affirmative action program, as required by 14 C.F.R. part 152, subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. part 152, subpart E, or from participating in or receiving the services or benefits of any program or activity covered by subpart E.

(2) Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. part 152, subpart E, as part of the affirmative action program, and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Contractor agrees that State or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. part 152, subpart E, only when they fully meet the standards set forth in 14 C.F.R. 152.409.

(O) Contractor assures the City that contractor will require the foregoing assurances from its suborganizations, as required by 14 C.F.R. part 152, subpart E, to the same effect.

(P) To the extent that the contractor conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, the contractor shall:

- (1) Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof; and
- (2) Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

SECTION 9 – MISCELLANEOUS PROVISIONS

Payment of Rents and Fees: Applicant/Permittee agrees to pay all applicable rents, fees, and other charges including late fees, interest, and penalties without offset of any kind whatsoever.

Permit Limitations: This Application/Permit may not be assigned or transferred and is limited to engaging in the authorized Activities identified above at the location identified in this Application/Permit and only for the time specified in this Application/Permit.

Information Changes: Applicant/Permittee shall notify the City in writing within fifteen (15) business days of any change to the information contained in this Application/Permit.

Compliance with Minimum Standards: Applicant/Permittee shall comply with the Airport's General Aviation Minimum Standards, available at www.flycos.com, which are incorporated here by reference and made a part of this Application/Permit as are any amendments thereto made from time to time ("Minimum Standards"). The Minimum Standards shall govern the Activities authorized under this Application/Permit. If this Application/Permit and the Minimum Standards are in conflict in what they require of Applicant/Permittee, or in what they obligate Applicant/Permittee to do or not to do, the Minimum Standards shall control. Applicant/Permittee acknowledges that he/she/it has read and understands the Minimum Standards.

Compliance with Regulatory Measures: Applicant/Permittee shall comply with all Regulatory Measures and Rules and Regulations as those terms are defined in the Minimum Standards.

Governing Law/Venue: This Application/Permit is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs. Court jurisdiction shall exclusively be in the District Court for El Paso County, Colorado.

If, at any time, Applicant/Permittee does not comply with all the terms and conditions of this Application/Permit, this Application/Permit shall be invalid (null and void) and terminated. However, Applicant/Permittee's obligations shall survive termination until all rents, fees, and other charges are paid in full and any other liabilities are resolved to the satisfaction of the City.

The undersigned representative of the Applicant/Permittee certifies that he/she is authorized to sign for (on behalf of) the Applicant/Permittee and agrees to abide by all of the terms and conditions under which this Application/Permit is being granted.

AGREED AND ACCEPTED:

PERMITTEE

BY: _____

_____ Date

Its: _____

APPROVED:

CITY OF COLORADO SPRINGS,
by and through the COLORADO SPRINGS AIRPORT

BY: _____

_____ Date

Its: _____

APPROVED AS TO FORM:

BY: Neil J. Gaillet
City Attorney

Colorado Springs City Attorney's Office

****Airport Administration Use Only****

Documents provided to Applicant/Permittee:

Other (please describe): _____

Copies of documents provided by Applicant/Permittee (attached):

Certificate(s) of Insurance

FAA Certificate(s)

Certificate of Good Standing from Colorado Secretary of State, if applicable

Trade name registration from Colorado Secretary of State, if applicable

Other (please describe): _____