

# Commercial/Non-Commercial Activity Application

**Check One:**

New Application       Reapplication

Per the Minimum Standards for Fairhope H.L. Sonny Callahan Airport adopted by the Fairhope Airport Authority, all applications must demonstrate compliance with all General Requirements, the specific requirements under the Section for the business type proposed below, and must contain the following below listed information.

Space has been provided for response to each question. In many cases, it may be necessary to attach the requested information. If so, please indicate as "See Attached - Exhibit \_\_\_\_". Care should be taken in preparing this application as any incomplete or incorrect information may delay consideration by the Authority.

Consistent with applicable law, financial information you submit may be confidential. If you wish to request that the financial information you submit be kept confidential, you must submit such information in a separate attached exhibit. Other information submitted as a part of this Application will be made available to the public upon request.

## **BASIC BUSINESS INFORMATION:**

Business Type: \_\_\_\_\_

Owner: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of Business Services: \_\_\_\_\_

Intended Commencement Date: \_\_\_\_\_

Provide a full description of proposed nature of the operation. Include all services to be provided. (check all that apply)

- FIXED BASE OPERATOR (FBO)
- AIRCRAFT MAINTENANCE OPERATOR (SASO)
- AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)
- AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)
- AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)
- AIRCRAFT SALES OPERATOR (SASO)
- AIRCRAFT STORAGE OPERATOR (SASO)
- OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)
- TEMPORARY AVIATION SERVICE OPERATOR (SASO)
- COMMERCIAL NON-AERONAUTICAL ACTIVITY PERMIT
- COMMERCIAL AERONAUTICAL ACTIVITY PERMIT
- NON-COMMERCIAL HANGAR OPERATOR
- NON-COMMERCIAL SELF-FUELING PERMITTEE
- PRIVATE FLYING CLUB

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## CERTIFICATIONS & EXPERIENCE INFORMATION:

- Statement of past work experience related to proposed operation.

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- Describe experience data on the owner or submit a resume as a separate attachment.  
(Not required for Temporary Aviation Service Provider.)

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- List all applicable local, state, and/or federal certifications and licenses currently held or to be obtained. Include copies of currently held licenses and certifications.

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- If applicable, describe number of aircraft to be utilized including makes, models, passenger seating capacity, cargo capacity, aircraft registration numbers (n-numbers) and copies of any applicable operating certificates

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# Commercial/Non-Commercial Activity Application

1. In exchange for the privilege of engaging in commercial and/or non-commercial activity on the Fairhope Airport by the Fairhope Airport Authority (Authority), \_\_\_\_\_ (“Permittee”) hereby agrees as follows:
2. **Duration of Permit:** - Airport Business Permits shall be issued for a term of \_\_\_\_\_ ( ) months commencing \_\_\_\_\_ and ending \_\_\_\_\_ and may be renewed annually as long as all of the terms, conditions, and covenants of the Permit are being kept and all applicable laws, rules and regulations of the Fairhope Airport and the City of Fairhope have been observed, except as otherwise provided herein.
3. **Fees:** - Permittee shall pay to the Authority prior to commencement date, the sum of \$ \_\_\_\_\_ or such amount as set from time to time in the current Rates & Fee Schedule.
4. **Late Charge:** - The annual fee shall be delinquent if not paid within five (5) days of the permit expiration. A late fee shall be imposed for renewals, submitted after commencement date. **The expiration of a Permit without a timely renewal shall be grounds for denial of a future Airport Business Permit.**
5. **General Conditions for All Permits:**
  - a) The Permittee only has such rights as are expressly set forth in the Permit and the Permit can only be amended in writing.
  - b) The Authority is neither a joint venture with, nor a partner or associate of the Permittee with respect to anything provided in the Permit, and the Authority is not responsible for any obligation of the Permittee.
  - c) The Airport Business Permit is a license and not a lease.
  - d) If required by the City of Fairhope, a Permittee must at all times have a current business license issued by the City of Fairhope, such business license shall not be in lieu of any permit and fees required hereunder.
  - e) Permittee’s use of the Airport shall conform to all applicable laws, rules, and regulations.
6. **Termination:** - The Airport Manager may terminate an Airport Business Temporary Permit at the conclusion of its current term by written notice served at least thirty (30) days prior to the end of the current term. In the event of termination, revocation or suspension of any such Permit, no part of the fee shall be refundable.
7. **Trash, Refuse:** - Permittee shall:
  - a) Keep its premises clean, neat, and free of trash and debris at all times.
  - b) Not dispose of hazardous materials on airport premise.
  - c) If Permittee fails to maintain its activities in a neat and clean manner as set forth herein, Authority may at its option and in addition to any other remedies it may have, order the clearing and removal of trash, hazardous materials, and waste material by others and charge the Permittee the costs therefor with interest at ten (10) percent per annum until paid in full.

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8. **Fueling Activities Prohibited:** - Without explicit permission from the Airport Manager as noted in the Rules and Regulations, no aviation fuel or propellant may be purchased, stored, sold or handled on Permittee's premises except by an aviation fuel vendor authorized to provide such services at the Airport. All aircraft users of the premises shall be notified by Permittee of such restriction.
9. **Use and Disposal of Hazardous Materials:** - Permittee is held responsible for all costs of hazardous materials investigations and cleanups as a result of Permittee's use of hazardous materials and disposal of hazardous wastes. The Authority has the right of re-entry on the Permittee's leased premises for the purpose of performing periodic investigation and cleanup, if necessary. Permittee is responsible for third party acts during the tenancy that create hazardous waste liability. Any provision in the Permit relating to hazardous materials shall survive termination of the Permit.
10. **Hold Harmless/Indemnification:** - Indemnify, defend and hold harmless the Authority, its representatives, officers, employees and agents from any and all claims, demands, losses or liabilities arising out of the acts or omissions of the Permittee, its officers, employees, agents and contractors, except for any such claim arising solely out of negligent acts or omissions of the Authority, or its officers, employees, or agents. Approval of the insurance coverage by the Authority does not relieve the Permittee of liability under this indemnification clause.
11. **Taxes:** - Permittee is obligated to pay or cause to be paid, prior to delinquency, any taxes, or assessments, including but not limited to possessory interest taxes on Permittee's business operations and Permittee's improvements to real property or personal property at the Fairhope Airport.
12. **Permit Not Transferable:** - An Airport Business Permit issued may not be sold, assigned, or transferred in any manner.
13. **Non-Waiver:** - The waiver by the Authority of any breach by Permittee of any term, covenant, or condition of any Permit shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of the Permit. No term, covenant, or condition hereof can be waived except by the written consent of the Authority, and forbearance or indulgence by Authority, in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by Permittee.
14. **Entry Upon Premises:** - Permittee agrees to permit a representative of the Authority to enter upon Permittee's premises to make periodic inspections to ensure that all the terms of the Permit are being fulfilled.
15. **Revocation and Suspension of Permit:** - An Airport Business Permit may be revoked or suspended by the Airport Manager for non-compliance with the terms of this Permit, or any applicable law or ordinance. Such revocation or suspension of the Permit shall be made only after a hearing before the Airport Authority after at least five (5) days' written notice to Permittee, stating generally the grounds for suspension or revocation and stating the time and place where the hearing will be held. The Permittee shall be notified in writing of the Airport Manager's decision within ten (10) days after the hearing.

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16. **Appeals:** - Any person wishing to appeal any action taken by the Airport Manager in connection with the enforcement of these regulations, or for refusing or revoking a Permit hereunder, must first submit a written request for a hearing before the Authority. The written notice of appeal to the Authority must set forth the specific grounds for appeal and must be filed with the airport administration office within ten (10) days of written notice of the Airport Manager's decision. The hearing before the Airport Authority shall be held at the earliest available date a meeting can be set with the Authority. After such hearing, the Authority shall confirm, adopt, modify or set aside the action taken by the Airport Manager, and its decision shall be final and conclusive.
17. **Insurance:** - Permittee at no cost or expense to the Authority shall obtain and maintain insurance coverage in the amount(s) specified in Minimum Insurance Requirements. Permittee shall provide written notice to the Authority at least thirty (30) days prior to cancellation or material change of insurance coverage.
18. **Additional Insured:** - The Fairhope Airport Authority, and its officers, agents, employees and volunteers shall be Additional Named Insured and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance affected by the Authority will be called upon to contribute to a loss suffered as a result of the Permittee's commercial or non-commercial activity at the Fairhope Airport.
19. I \_\_\_\_\_, (Permittee) have read and understood the terms of this Agreement and hereby voluntarily accept them.

To be acknowledged and signed by owner (i.e.. President, General Partner, CEO, CFO. Chairman, Secretary, Treasurer etc.)

Completed by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signed by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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### Airport Administration Only

- Insurance Certificate(s)
- City of Fairhope Business Permit
- City of Fairhope Certificate of Occupancy
- Applicant Billed

Notes:

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Approved By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_