

ARTICLE IV. BUSINESS PERMITS AND FEES

Section 4.01. Airport Business Permit Requirements.

No Commercial Activity shall be conducted by any Person at the Airport without first being in possession of a valid Airport Business Permit, should such a permitting process be in place. Issuance of an Airport Business Permit does not entitle the holder to possess, occupy or exclusively use any portion of the Airport or City/County-owned property within the business, grant any Exclusive Right to conduct any business or activity, or authorize any conduct prohibited by zoning laws or any other applicable law.

Section 4.02. Airport Business Permit Applications.

- (a) Except as specifically stated otherwise in this Code, an application for an Airport Business Permit shall be approved or denied by the Airport Manager as provided for, together with the appeal process, in the Minimum Operating Standards section of this Code. The Owners shall not be responsible or liable for any loss, injury, or damage as a result of the Airport Board's refusal to overrule the Airport Manager's denial of an Airport Business Permit.
- (b) Notwithstanding subsection (a) above, the Airport Manager shall issue an Airport Business Permit to any Person lawfully engaged in a permitted Commercial Activity as of the effective date of commencement of an Airport Business Permitting process, once the Airport Manager receives and approves a completed Airport Business Permit application. A permit issued pursuant to this paragraph shall not be subject to further review by the Airport Board.

Section 4.03. Temporary Airport Business Permits.

The Airport Manager shall have authority to issue temporary Airport Business Permits and to establish procedures relating thereto. Such temporary permits shall cover a single period of not more than thirty (30) consecutive days identified on the permit. No more than one (1) temporary permit shall be issued to any Person in any twelve (12) month period. Each application for a Temporary Airport Business Permit shall be accompanied by a completed standard Airport Business Permit application, and any other applicable documentation as determined by the Airport Manager.

Section 4.04. Permit Display.

Each Person conducting Commercial Activity shall permanently post the Airport Business Permit in a conspicuous place in its business office.

Section 4.05. Monthly Airport Business Permit Fee Amount and Payment.

Monthly Airport Business Permit Fees, as indicated on the Airport Rates and Charges, are hereby imposed upon all Commercial Activity at the Airport. Monthly Airport Business Permit Fees shall be due and payable by the 10th day of the month following the month in which services were provided, and shall include the applicable monthly permit fee, late fees, interest and penalties.

Section 4.06. Phase-in for Certain Existing Leases.

- (a) Unless otherwise expressly stated to the contrary in an existing Lease of Airport property, and subject to the provisions of subsection (b), below, existing lessees of Airport property (or authorized sub-lessees and their successors and assigns) are exempt from all monthly Airport Business Permit Fees, except the Airport fuel flowage fee identified in the Airport Rates and Charges schedule.
- (b) The exemption established by this section shall terminate and expire automatically upon the termination, expiration, amendment or modification of the respective lease for any reason.

Section 4.07. Duration of Permit.

An Airport Business Permit shall remain in effect so long as the permittee complies with all of its terms, conditions, and covenants.

Section 4.08. Non-waiver of Defaults.

A waiver of any specific breach by the permittee of any term, covenant, or condition of a permit shall not constitute a waiver of any subsequent breach of the same or any other term, covenant, or condition of the permit. No term, covenant, or condition thereof can be waived except by the written consent of the Airport Manager. Forbearance or indulgence by Airport Manager, shall not constitute a waiver of the term, covenant, or condition to be performed by permittee; and until complete performance by permittee of the term, covenant, or condition, the Airport Manager may invoke any remedy available hereunder or by law, despite such forbearance or indulgence.

Section 4.09. General Conditions for all Permits.

Neither the City nor the County are (alone or together) joint venturers with, nor a partner or associate of, the permittee with respect to any manner provided for in the permit. Nothing herein contained shall be construed to create any such relationship between the

parties or to subject the City/County to any obligation of the permittee whatsoever. The permit is a license and not a lease.

Section 4.10. Payment Assurance.

In order to ensure that the Airport is receiving all of the fees to which it is entitled as provided by this Code, upon request all Commercial Operators shall provide sufficient documentation verifying that appropriate fees were paid to the Airport Manager. All Commercial Operators shall allow the Contractor, at reasonable times and places, to audit the Commercial Operator's pertinent records for the current fiscal year and the three (3) preceding fiscal years. No inspection will be made without reasonable notice given to the Commercial Operator.