

**MUSIC CITY EXECUTIVE AIRPORT  
AUTHORITY**

**GALLATIN, TENNESSEE**

**AIRPORT MINIMUM STANDARDS**

**Adopted by the Authority  
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Doug Brown  
Chairman  
Music City Executive Airport Authority

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## **CHAPTER I - STATEMENT OF POLICY**

In establishing these Minimum Standards, the Authority's goal is to assure an adequate minimum level of quality of service to General Aviation users and Commercial Operators, to foster competition, promote the growth of general aviation use and services, while actively working to enhance commercial air service development at the Airport, and to avoid unfair and prohibited discrimination among similar commercial aeronautical service providers. The Minimum Standards shall be applied objectively and uniformly.

**The standards and requirements in this policy are minimums. All Operators are encouraged to exceed the minimums.**

Contingent upon its qualifications, its meeting the Minimum Standards, the approval of the prospective Operator's application by the Authority, the execution of a lease or permit, and the payment of applicable rentals, fees, and charges, the Operator shall have the privilege of providing the commercial aeronautical or other service(s) for which it has been approved. The Operator may not provide any commercial aeronautical service other than that authorized in the lease or the Operator's permit.

The granting of such privilege, however, shall not be considered in any manner as affording the Operator any exclusive right of use of the premises and facilities and the Airport, other than those premises which may be leased exclusively to it and then only to the extent provided in a written Agreement. The Authority reserves the right for use of the Airport by others who may desire to use the same, pursuant to applicable federal, state, and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The Authority further reserves the right to designate the specific Airport areas in which the specific Aeronautical Activity may be conducted and to relocate existing Operators to another location on the Airport. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport. Should relocation of existing Operator(s) occur, responsibility and allocation of costs for relocation will be determined by agreement with the Operator(s) to be relocated and be based on benefits or impact derived or resulting from the move to the Operator(s) and/or Airport.

If the Authority determines there is a service not provided at the Airport or one that is being provided by an Operator(s) at a level not meeting the Authority's expectation and there may be or are applicants seeking to provide the particular commercial aeronautical service at the Airport, the Authority may select a Commercial Aeronautical Service provider through a competitive solicitation or request for proposals. Should there be no interested or qualified applicants to provide a service, the Authority may provide the service or product itself.

These Minimum Standards are subordinate and subject to the provisions of any agreement between the Authority and the United States government relative to the operation and maintenance of the Airport, the execution of which has been, or may in the future be, required as

a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with provisions of the Federal Aviation Act of 1958, as amended. The issuance of a final agency order finding a provision of the Minimum Standards inconsistent with any such agreement with the FAA shall operate to invalidate the affected provision of these Minimum Standards. The invalidity of any provision of the Minimum Standards shall not affect validity of any other provision of the Minimum Standards, and the remainder shall be construed and enforced as if the invalid provision were never included in the Minimum Standards.

**Applicability of Rules and Regulations:**

In exchange for the opportunity to engage in commercial aeronautical activities or to use the Airport, all operators and users agree to comply with the Rules and Regulations as they are amended by the Authority from time to time.

## **Chapter II - AERONAUTICAL BUSINESS PERMITS AND FEES**

### **Section 1 - Aeronautical Business Permit required**

A. No commercial aeronautical activity shall be conducted by any person at the Airport without said person being in possession of a valid Aeronautical Business Permit. Issuance of an Aeronautical Business Permit does not entitle the holder to possess, occupy, or exclusively use any portion of the Airport, grant any exclusive right to conduct any business or activity, or authorize any conduct prohibited by the Minimum Standards.

B. Aeronautical Business Permit applications

Except as specifically stated otherwise in this chapter, an application for an Aeronautical Business Permit is subject to approval by the Authority as indicated in the Airport Minimum Standards. Each application for an Aeronautical Business Permit shall be accompanied by the following:

- (1) An Aeronautical Business Permit application;
- (2) All information identified in Airport Minimum Standards; and
- (3) Such other information as the Airport Manager may reasonably request.

C. Permit display

Any person conducting commercial aeronautical activity shall conspicuously display the Aeronautical Business Permit in their business office.

D. Aeronautical business permit fees

The Authority reserves the right to charge an administrative fee for the issuance of Aeronautical Business Permits.

E. Duration of permit

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

F. Non-waiver of defaults

The waiver by the Authority of any breach by the 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 thereof can be waived except by the written consent of the Airport Manager, and forbearance or indulgence by the Authority, in any regard whatsoever, 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 Authority shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.

G. General conditions for all permits

The Authority is neither a joint venture with, nor a partner or associate of, the permittee with respect to any matter provided for in the permit. Nothing herein contained shall be construed to create any such relationship between the parties or to subject the Authority to any obligation of the permittee whatsoever. The permit is a license and not a lease.

## **CHAPTER III - AIRPORT OPERATIONS, MINIMUM STANDARDS**

### **Section 1 - Business Activities**

Subject to applicable orders, certificates or permits of the FAA, or their successors, Grant Agreements with the FAA or State Department of Aviation and the laws of the state, no person shall use the Airport or any portion thereof or any of its improvements or facilities as a primary base for operations for commercial, business or aeronautical activities who has not first obtained the permit required for such use from the Authority and entered into such written leases and sub-leases and other agreements as may be required by the Authority. Notwithstanding any other provision of these regulations and standards and any CASP lease agreement now or hereafter approved by the Authority, the requirements of the former shall prevail.

The Authority encourages anyone interested in providing commercial aeronautical services to the airport to complete the Application for Commercial Aeronautical Services Provider Permit found in Appendix B. This application includes a list of proposed businesses, required documentation, and insurance requirements to become a CASP.

## Section 2 - Applications

All applications will be considered based on the needs of the airport and reviewed by the Authority. If additional information or clarification is required, the Authority will make said requests in writing and mail to the address provided in the application. The Authority may deny any application, or reject any bid or proposal to operate any activity on the Airport, if, in its opinion, it finds any one or more of the following:

- A. The applicant does not meet the qualifications, standards and requirements established by these regulations and standards.
- B. The applicant's proposed operations or construction will create a safety hazard.
- C. The granting of the application will require the Authority to spend funds, or to supply labor or materials which it and the County are unwilling or unable to spend or supply.
- D. There is no appropriate, adequate or available space or building on the Airport to accommodate the applicant at the time of the application.
- E. The proposed operation, Airport development, or construction is not in conformity with the Airport Layout Plan.
- F. The development or use of the area requested by the application will result unsafe in congestion of aircraft or buildings; or will unduly interfere with the safe operations of any present CASP already approved for operation on the Airport, or prevent free access to the CASP's operations.
- G. The applicant has supplied the Authority or any other person with any false information or has misrepresented any material fact or has failed to make full disclosure in his application or in supporting documents.
- H. The applicant has within the last five (5) years violated any of these regulations and standards, or the regulations and standards of any other airport, the Federal Aviation Regulations or any other statutes, ordinances, laws, orders, rules or regulations applicable to the Airport.
- I. The applicant has defaulted in the performance of any lease or other agreement with the Authority within the last five (5) years.
- J. The applicant's credit report contains negative information. The applicant does not appear to be a person of satisfactory business responsibility and reputation.
- K. The applicant does not have, or appear to have, access to the operating funds necessary to conduct the proposed operation.
- L. The applicant has committed any felony or crime involving moral turpitude.

- M. The applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the Authority, the State, the FAA, or other appropriate governmental entities.
- N. Nothing contained herein shall be construed to prohibit the Authority from granting or denying, for any reason it deems sufficient, an application to do business at or otherwise use the Airport.

### **Section 3 - Airport License and Leases Non-Transferable**

No right, privilege, permit, or license to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold, or otherwise transferred or conveyed in whole or in part without the prior express written consent of the Authority. No lease, or portion thereof, may be assigned or sublet without prior written approval of the Authority and all assignees or sub-leases approved by the Authority shall comply with the Rules & Regulations and Standards.

### **Section 4 - CASP Rates**

Rates charged by a CASP at its leasehold for hangar space, T-hangar rentals, tie-downs, products and service charges shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the Authority.

### **Section 5 - Refuse**

No person shall throw, dump, or deposit any waste, refuse or garbage on the Airport. All waste refuse or garbage shall be placed and kept in closed garbage cans or containers and all operations areas shall be kept safe, neat and clean at all times and disposed of in accordance with Chapter II, Section 6, A, No. 2 of the Airport Rules and Regulations.

### **Section 6 - Approval of Construction**

No building, structure, tie down, ramp, paving, taxi area or any other improvement or addition on the Airport shall be placed or constructed, enacted, altered or removed without prior written approval of the Authority. Prior to such work being done, the Authority may, at its discretion, require a work bond, letter of credit, or other surety to guarantee the work. The form of such bond, letter of credit or surety shall be subject to the approval of the Authority's attorney. The Authority may consider conformity to the Airport Master Plan and Airport Layout Plan prior to the approval or denial of any construction or development at the Airport.

### **Section 7 - Operation Area**

No person authorized to operate or conduct business activities at the Airport shall do so on any area except that approved in writing by the Authority.

## Section 8 - Commercial Aeronautical Service Providers

### General CASP Regulations

- A. Except in cases of CASPs offering T-hangar or inside hangar aircraft storage only, each CASP is required to provide and maintain an office which shall be staffed and open to the public during normal business hours of each normal business day. Such office shall be the operator's office or place of business on the Airport. Only one office shall be required of each CASP. No CASP, its employees, agents, officers, or other persons connected with the business shall use the office area or other facilities of any other CASP without consent of said CASP and the Authority.
- B. Each CASP shall enter into an agreement with the Authority which shall include an agreement on the part of the CASP to accept, be bound by, comply with and conduct its business operations in accordance with these regulations and standards and to agree that this permit and authority to carry out business at the Airport shall be subject to these regulations and standards.
- C. Unless otherwise provided in a lease agreement with the Authority, the CASP shall, at its own expense, provide, construct, install, equip, and maintain all utilities, buildings, structures, ramps, tie-down areas, taxiways, fences and all other facilities and improvements required or approved by the Authority for the CASP to carry on the activities or services authorized by the Authority.
- D. The CASP shall pay when due all charges for water, sewer, power, telephone service and all other utilities and services supplied to his operation at the Airport. The CASP shall also promptly pay, when due, all rentals, fees and payments to the Authority.
- E. Plans, specifications, an Airport Application for Land Lease and/or Construction, and FAA Form 7460-1 for any construction required by the CASP shall be submitted to the Authority for review and approval within 60 days from the issuance of the Airport Business Permit, and construction thereon shall commence within 60 days from the FAA and Authority's approval of the plans and specifications. Unless otherwise provided in a CASP's lease agreement, the deadline provided in this paragraph may be extended by the Authority for good cause upon request of the CASP. All construction shall comply with applicable building codes and other ordinances, and the proper permits shall be secured, and the fees shall be paid by the CASP.
- F. The CASP shall conduct its business operations strictly within the areas assigned it by the Authority and its operations shall not in any way interfere with the operations of the other CASPs, agencies, or other businesses operating on the Airport; the use of the Airport by the general public; or with any common use areas. The CASP shall not use any common-use areas except as authorized by these regulations and standards or by the Authority.
- G. A CASP shall cooperate with the Authority and Airport Manager in the operation, management and control of the Airport and shall do all things necessary to advance or

promote the Airport and to develop the Airport into an attractive, efficient and modern facility.

- H. The CASP agrees to indemnify, defend, save and hold harmless the Authority, its agents, officers, representatives, and employees from and against any and all actions, penalties, liability, claims, demands, damages, or losses arising directly or indirectly out of acts or omissions of the CASP, its agents, officers, representatives, employees, servants, guests, or visitors.
- I. The CASP shall secure, at its expense, public liability and property damage insurance on which the Authority and its agents, officers, representatives, and employees shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business permits or renewals or extensions thereof. Such policies shall be in an amount equal to or greater than that minimum set by the Authority and shall be placed with a reputable company approved by the Authority. Copies of all such policies of insurance shall be delivered to the Authority and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation of the CASP's liability to the Authority and if the Authority or any of its authorized agents, officers, representatives, or employees become liable for an amount in excess of the insurance, the CASP agrees to indemnify, defend, save, and hold harmless the Authority, its agents, officers, representatives, and employees for the whole thereof.
- J. The CASP shall furnish all services authorized or approved by the Authority on a fair, and not unlawfully discriminatory basis to all persons and shall charge fair, reasonable, and no unlawfully discriminatory prices for each unit of service. However, the CASP may make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.
- K. The Authority may, at its discretion, terminate any permit or other agreement authorizing the CASP to conduct any services or business at the Airport, which said termination shall automatically revoke the CASP's permit, for any cause or reason provided in these Regulations and Standards or of the terms of any agreement between the Authority and the CASP, and in addition thereto, upon the happening of any one or more of the following:
  - 1. Filing of a petition, voluntarily or involuntarily, for the adjudication of the CASP as bankrupt.
  - 2. The CASP making any general assignment for the benefit of creditors.
  - 3. Abandonment or discontinuance of any permitted operation at the Airport by the CASP or the failure to conduct operation on a full-time basis without the prior approval of the Authority.
  - 4. Failure of the CASP to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these regulations

and standards and the terms, covenants and conditions in any lease or agreement entered into pursuant thereto on the part of the CASP to be performed, kept, or preserved, within thirty days from the date written notice from the Authority has been mailed or delivered to the place of business of the CASP at the Airport.

5. Failure to promptly pay to the Authority, when due, all rents, charges, fees, and other payments which are payable to the Authority by the CASP.
  6. Operation of the business of the CASP so as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or any pilots, students, or passengers.
  7. The discovery that the CASP has misrepresented, misstated, falsified, withheld or failed to make full or accurate disclosure of any information.
- L. The CASP shall park and store the aircraft used in its operations and its customer's aircraft only on areas assigned by the Authority unless alternate arrangements for such parking or storage are made with another CASP, or the Airport Manager.
- M. All CASPs will assure that they will undertake an affirmative action program as required by 14 CRF 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 activities covered in 14 CFR Part 152, Subpart E. All CASPs will assure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

## **Section 9 - Minimum Standards for CASPs**

No person shall use the Airport as a CASP until such person has obtained a permit and has executed a written lease agreement approved by the Authority. A CASP shall be a person or entity that carries on or conducts one or more of the below listed services at the Airport, meets the applicable minimum standards for each service provided, and adheres to all general CASP regulations. All CASPs shall carry such liability and property damage insurance coverage as set forth in Appendix A.

Full Service CASP is defined as a CASP providing Aviation Fuel Sales and any other two (2) of the following categories. A CASP is any one (1) or more of the following categories, but not including fuel sales.

### **CASP categories:**

#### **A. Fixed Based Operator (FBO)**

An FBO engages in and furnishes a full range of Aeronautical Activities and services to the public as described in this section.

## **Mandatory Service**

1. Aviation fuel and lubricant dispensing
2. Aircraft Parking and Storage
3. Tow Service and Common-use Hangar Storage
4. Airframe and Power Plant Maintenance

### 1. Aviation fuel and lubricant dispensing

1. Provide into-plane retail delivery of the following grades of aviation fuel:
  - Jet A (Turbine Fuel)
  - 100LL (AVGAS)
2. Fuel Storage Facilities
  - An FBO's total fuel storage capacity shall consist of at least one 10,000 gallon storage tank for turbine fuel (Jet A) and one 5,000 gallon storage tank for 100LL (AVGAS).
  - Adequate and appropriate filtering devices, meters, and grounding cables are required for the fuel storage facility.
  - The safe storage and handling of fuel in conformance with all Federal, State, and County requirements and fire codes pertaining to safe storage and handling of fuel. See NFPA 407 and FAR advisory circular 150/5230 as amended.
  - An adequate supply of properly located fire extinguishers and other precautions or equipment required by applicable fire codes.
  - The fuel storage facility must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel spill containment and countermeasures control plan.
3. Mobile Dispensing Equipment
  - An FBO shall provide at least two (2) metered filter-equipped mobile dispensing trucks for the two types of fuel, with separate dispensing pumps and meters required for each type of fuel. One dispensing truck with a minimum capacity of 3,000 gallons must be used for turbine fuel (Jet A), and the remaining mobile dispensing truck with a minimum capacity of 1,000 gallons must be used for 100LL (AVGAS).
  - All dispensers must have bottom-refilling capabilities, and turbine fuel (Jet A) dispensers must have single point refueling capabilities.
  - All dispensers shall meet all applicable safety requirements, with reliable metering devices, proper grounding capabilities and on-board fuel spill kits.
  - All equipment shall be maintained and operated in accordance with Federal, State and industry requirements.
  - An FBO may fuel aircraft on their leased Premises and other common-use aircraft parking areas of the Airport, but not on the Leased Premises of another FBO without the express permission of such other FBO.
4. Lubricants
  - An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
5. Personnel

- All fuel service personnel shall have successfully completed an approved line service technician safety course through the National Aviation Transportation Association (NATA) or an equivalent sponsor acceptable to the Authority
  - The properly trained and qualified line service technicians shall be available 7 days a week during normal business hours for fuel dispensing.
2. Aircraft Parking and Storage
    1. An FBO must provide adequate parking spaces for aircraft for short-and long-term parking.
  3. Tow Service and Common-use Hangar Space
    1. Sufficient hangar storage space is to be provided for transient and local based customer aircraft. Such space shall have proper fire suppression with employees trained in their use.
    2. Equipment for moving aircraft in and out of the hangar, as well as assisting with towing any disabled aircraft either on the runway or taxiway that may halt operations at the airport.
  4. Airframe and Power Plant Maintenance
    1. In case of airframe or engine repairs, sufficient hangar space to house and aircraft upon which such service is being performed.
    2. Suitable storage space for aircraft awaiting repair, maintenance, or delivery.
    3. Adequate enclosed shop space to house tools, jacks, lifts, and testing equipment to perform overhauls as required for FAA certification and repair of parts for aircraft undergoing service.
    4. Sufficient FAA certified mechanics with inspection authority for the work to be performed.
    5. Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants, and other wastes in compliance with Federal, State and County regulations (See Rules and Regulations, Chapter II, Section 6, A, 2)

In addition to the mandatory services listed above, and FBO shall provide at minimum two additional services from the following list:

1. Aircraft Charter
2. Aircraft Rental
3. Flight Training
4. Parts and Accessories Sales
5. Aircraft Sales
6. Avionics repair station.

An FBO shall provide each such mandatory service in compliance with the requirements set forth in these Minimum Standards. An FBO may sublease to operate a maximum of two mandatory or additional services with other tenants. The subleased tenant will need to submit a separate CASP application to the Authority.

### **Required Fees and Payments**

In addition to rental paid under the FBO Lease Agreement, the FBO shall pay to the Authority a fuel flowage fee at a rate per gallon of 100LL (AVGAS) and/or Jet A fuel sold or used as shall be specified in the Lease Agreement. An FBO shall submit a monthly report of fuel sales and remit to the Authority the applicable fuel flowage fee for all aviation fuel initially delivered into any aircraft. An FBO will keep the delivery ticket (bill of lading) for each fuel delivery of aviation fuel for a minimum of three years and make them available for audit by the Authority.

#### **B. Aircraft Charter**

Except as otherwise provided in any permit between the CASP and the Authority, a CASP conducting aircraft charter and/or air taxi service shall be required to meet the FAA operational requirements for their FAR part.

#### **C. Independent Aircraft Maintenance and Repair**

Except as otherwise provided in any permit between the CASP and the Authority, a CASP offering aircraft engine, airframe, and accessory sales and maintenance and repair facilities to the public shall provide:

1. In case of airframe or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed.
2. Suitable storage space for aircraft awaiting repair, maintenance, or delivery.
3. Adequate enclosed shop space to house tools, jacks, lifts, and testing equipment to perform overhauls as required for FAA certification and repair of parts for aircraft undergoing service.
4. Sufficient FAA certificated mechanics with inspection authority for the work to be performed.
5. Necessary equipment and personnel to promptly remove from the public landing area (as soon as permitted by FAA, NTSB and other authorities) any disabled aircraft (only for full service CASPs).
6. Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and County regulations. (See Rules & Regulations, Chapter II, Section 6, A, 2)

#### **D. Aircraft Rental**

Except as otherwise provided in any permit between the CASP and the Authority, a CASP conducting aircraft rental activity shall provide:

1. Suitable office space at the airport for consummating rentals and keeping proper records in connection therewith.
2. At least one airworthy aircraft suitably maintained and certified.
3. Adequate arrangements for parking the aircraft being rented.
4. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by local fire codes.

**E. Flight Training**

Except as otherwise provided in any permit between the CASP and the Authority, a CASP conducting flight training activities shall provide:

1. At least one training aircraft that:
  - (a) Have a minimum of two seats
  - (b) Are maintained in accordance with Federal Aviation Regulations
  - (c) Are kept in a clean and presentable manner
  - (d) Are available for training and rental
2. Equipment for IFR flight and training.
3. Adequate office and classroom space separate from public areas.
4. Adequate mock-ups, pictures, slides, film strips, or other visual aids necessary to provide proper ground school instruction.
5. Current certificates required by the FAA for flight instruction.
6. Adequate facilities or arrangements for storing, parking, servicing and repairing all its aircraft.
7. Auto parking for customers and employees.

**F. Independent Flight Instructor**

An independent flight instructor providing a commercial aeronautical activity to the general public, and advertising to the general public will be permitted to conduct aircraft

flight instruction provided that:

1. A local jurisdiction Business License is obtained (if applicable).
2. An Airport Business Permit is acquired.
3. Training or business activities are not conducted in the public areas of the Airport terminal building, or in the leased space of another CASP without written approval of the Authority.

An Independent Flight Instructor is not required to have an office on the Airport.

**G. Glider/Sailplane Flight Training**

Except as otherwise provided in any permit between the CASP and the Authority, a CASP conducting flight training in motorized or non-motorized glider aircraft shall comply with these Regulations and Standards and provide:

1. At least one training aircraft that is maintained in accordance with Federal Aviation Regulations.
2. Adequate office and classroom space separate from public areas.
3. Adequate mock-ups, pictures, slides, film strips, or other visual aids necessary to provide proper ground school instruction.
4. Adequate facilities or arrangements for storing, parking, servicing and repairing all its aircraft.
5. Auto parking for customers and employees.

**H. Aircraft Sales**

The CASP shall provide the office required by these regulations and standards and shall lease from the Authority or applicable CASP an area of sufficient size to permit the storage and/or display of all aircraft for sale or used in the aircraft sales business. All inventories must be insured with liability coverage acceptable to the Authority and include all aircraft that overnight at, or are based at the Airport.

**I. Parts and Accessories Sales**

The CASP must have a permit and conduct one or more additional CASP services listed in this section and provide suitable space for the storage of the parts and accessories for sale.

**J. Aircraft Outside Storage**

The CASP must have a lease to conduct one or more additional CASP services listed in this section, and provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the CASP in its operations and all aircraft that will be parked or stored by the operator.

**K. Aircraft Inside Storage - New Construction**

A CASP shall provide a storage building of sufficient size to accommodate a least ten (10) aircraft unless specific plans have been approved by the Authority. The CASP may have an office in the storage building. If no office is maintained, the CASP shall post in conspicuous places on the hangar facilities the name, address and telephone number of the CASP and of the person who shall be managing or operating the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access and construct said facilities in locations stipulated in the Airport Master Plan. Aircraft storage facilities will be constructed of equal quality to or better quality than existing storage facilities unless alternative, specific plans have been approved by the Authority.

**L. Aircraft Stripping and Painting Facility**

Except as otherwise provided in any agreement between the CASP and the Authority, the CASP offering aircraft stripping and painting services to the public shall:

1. Provide a hangar sufficient to house any aircraft upon which such service is being performed. Also provide paved apron area in front of the hangar and office space with auto parking areas for customers and employees.
2. Provide suitable storage space for aircraft awaiting stripping, painting, or delivery.
3. Provide adequate enclosed shop space to house necessary equipment and tools.
4. Have available, competent and responsible personnel that are knowledgeable of all phases of aircraft stripping, preparation, and treatment of aluminum and painting.
5. Comply with and abide by all standards, rules, regulations, and requirements of the FAA, Department of Environmental Quality, Environmental Protection Agency, OSHA, and any County, State or Federal government agencies having jurisdiction over aircraft stripping and painting operations.
6. Comply with NFPA and the National Board of Fire Underwriters on "Paint Spraying and Spray Booth" regulations regarding the arrangement, construction, and protection of spray booths and the storing and handing of materials used in connection with aircraft painting, varnishing, and spray-painting operations.
7. Not allow any stripping, painting, varnishing, doping, materials or agents, or other

contaminants to flow into or be placed in any sewer system.

8. Perform all aircraft stripping and painting operations inside the hangar or building.
9. Properly treat and dispose of solutions, cleaning agents, lubricants and other hazardous materials and wastes in compliance with Federal, State and County regulations.
10. Provide a written plan for adhering to all these safety and environmental requirements.

**M. Avionics Repair Station**

Except as otherwise provided in any permit between the CASP and the Authority, a CASP offering avionics services to the public shall:

1. Provide a minimum of 200 square feet of space to be used for shop, storage and test equipment.

**N. Mobile Aircraft Maintenance and Repair Services**

A Mobile Aircraft Maintenance and Repair Services Operator means a person providing one or more of the following services at the aircraft-based location or within a designated aircraft maintenance area on the Airport: airframe, engine or accessory over-haul; repair services on aircraft; and sales of aircraft parts and accessories. A Mobile Aircraft Maintenance and Repair Services Operator shall:

1. Either: (1) employ at least one (1) person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or aircraft inspector rating; or (2) maintain a current FAR Part 145 Certificate.
2. Only conduct Aircraft Maintenance and Repair Services on piston aircraft weighing less than 12,500 pounds certificated maximum takeoff weight.
3. Not conduct major aircraft alterations or repairs or business activities at any time inside hangars or other structures not designed for such function. Specific permit and/or fire codes shall determine what hangars or other structures shall be approved for major aircraft alterations or repairs.
4. At all times maintain in effect the applicable types and minimum amounts of insurance specified in Attachment A.

## **Section 10 - Requirements for Sub-Lessors Permitted to Conduct Aeronautical Activities**

Each CASP proposing to sub-contract an aeronautical activity as a sub-lessor at the Airport shall meet the following requirements to the satisfaction of the Authority:

1. The sub-lessor should have previously conducted a similar aeronautical activity in an acceptable manner.
2. The sub-lessor must have the financial capability to support the activity.
3. The sub-lessor must reasonably meet applicable requirements of the FAA, State Department of Aviation or other authority governing the proposed activity.
4. The sub-lessor must furnish suitable insurance acceptable to the Authority, including liability insurance and bonding to protect and hold the Authority, its officers, employees, agents and representatives, harmless from any liability arising out of the proposed activity.
5. No interest in the activity shall be transferred to another party without written consent of the Authority.
6. The Authority shall have final approval with regard to any new activity to be conducted in or on Airport property.

## **Section 11- Flying Clubs**

In an effort to promote flying for pleasure, provide restoration and preservation of historic aircraft, development of skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques, the category of Flying Club is added to these regulations and standards. All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these regulations and standards. However, they shall be exempt from regular fixed based operator requirements upon satisfactory fulfillment of the conditions contained herein. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club (or owned by all of its members).

The aircraft shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any manner. The club shall not derive greater revenue from the use of its aircraft

than the amount necessary for the operations, maintenance, insurance, and replacement, upgrading or expansion of its aircraft fleet.

The club shall not conduct charter, air taxi, or rental operations. The club shall not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate

the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics and instructors may be compensated by credit against payment of dues or flight time. Maintenance shall be subject to the provisions Chapter III, Section 12 of these Standards.

All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment, except as otherwise authorized by the Authority.

The flying club, with its initial application, shall furnish the Authority and the Airport Manager with a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors; and evidence of insurance in the form of a certificate of insurance in an amount acceptable to the Authority, with the Authority, its officers, agents, representatives and employees named as additional insured with thirty days' notice of cancellation required to be filed with the Authority. Evidence of insurance will be submitted to the Airport Manager on an annual basis, during the renewal month of the policy. The books and other records of the club shall be available for review at any reasonable time by the Authority and Airport Manager.

A flying club shall comply with all Federal, State and local laws, ordinances, regulations and these regulations and standards.

If a flying club violates any of the foregoing, or permits one or more members to do so, and the violation is not corrected to the satisfaction of the Authority, as determined by the Airport Manager, the club will be required to terminate all operations on the Airport and vacate the Airport.

## **Section 12 - Through the Fence Operations**

Through the fence operations, as referred in FAA Order 5190.61b - Airport Compliance Requirements shall not be permitted. No person shall allow a person who is not his employee onto the Airport to perform maintenance on his owned or operated aircraft unless the aircraft requires repairs which cannot be adequately performed by an authorized CASP providing aircraft maintenance and repair services on the Airport. An employee is defined as an individual on the normal payroll of the employer, hired to perform a specific function on a full-time basis for that employer. Any aircraft owner utilizing an employee to perform aircraft maintenance may be required to provide the Authority evidence of employment in a form acceptable to the Authority.

Social Security records, corporate identification, etc. shall be deemed acceptable evidence of employment. An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform "scheduled" maintenance on his aircraft at the Airport unless said company or contractor is recognized by the Authority as an authorized maintenance CASP as defined in these regulation and standards. "Unscheduled" maintenance is limited to the following:

1. Warranted maintenance work that requires repair or additional attention by the warranting company.
2. A malfunction that prevents the aircraft from being taken to another airport for maintenance.
2. Maintenance work that requires a specialty service that is not being provided by an existing CASP operating at the Airport.
4. All aircraft maintenance shall be conducted strictly in accordance with these regulations and standards; all Federal, State, and County fire and safety regulations; air worthiness directives and other applicable rules and regulations.

### **Section 13 - Personal Aircraft Sales**

Nothing contained herein shall prohibit any person from selling such person's own aircraft.

### **Section 14 - Waiver of Chapter III Provisions**

The Authority may, at its discretion, waive all or any portion of Chapter III of these regulations and standards for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention, firefighting or law enforcement operations but only to the extent permitted by the rules of the FAA and the laws of the State and local jurisdictions.

### **Section 15 - Repair, Restoration, Replacement**

Nothing contained in these regulations and standards shall be construed to require the Authority to maintain, repair, restore or replace any structure, improvement, or facility which is damaged or destroyed.

### **Section 16 - Effect on Existing Leases**

All lessees of land under written lease agreement at the Airport with the Authority at the time these regulations and standards become effective shall be required to comply with these regulations and standards.

### **Section 17 - Waiver Pioneers**

Upon written application, and for good cause shown, as an inducement to the establishment and/or re-establishment of a particular aviation service(s), an existing Full Service CASP, an existing CASP, and/or an applicant for a specialized CASP may be granted a temporary modification of the Minimum Standards contained in Chapter III for a limited period of time (not to exceed one

year per written application); it being the express purpose of this provision to assist existing, as well as prospective CASPs in times of economic or financial distress to continue aviation service or to encourage the expansion of aviation services at the Airport where they do not now exist.

### **Section 18 - Compliance Inspections**

The Airport Manager shall no less than annually conduct Compliance inspections of each CASP. Deficiencies, if any, will be reported to the offending CASP, who, in turn, shall be required to promptly make corrections.

### **Section 19 - No Exclusive Rights**

Nothing in these Minimum Standards is to be considered as restricting or prohibiting the Authority from leasing land or available fixed improvements, on similar terms and conditions, to other CASPs or from granting operating rights to one or more CASP's. The Authority will comply with Federal and State Grant Assurances by not providing exclusive use agreements for equipment, facilities, or fixtures (i.e. fuel tanks/farms, fueling equipment, etc.) which are acquired under grant or to which grant assurances apply. Commercial Aeronautical Service Providers will be afforded the opportunity to negotiate mutual use agreements with the Authority for such equipment, facilities and/or fixtures.

### **Section 20 - Non-Airworthy or Neglected Aircraft**

The Airport Manager may, at his discretion, require owners or lessors of non-airworthy or neglected aircraft to remove those aircraft from the Airport. Those owners or lessors may, at their option, restore the aircraft to an airworthy or acceptable condition. The airport manager's determination may be appealed per Chapter IV, Section 2, D and E of the Rules and Regulations.

### **Section 21 - Minimum Standards for Proper Heating and Cooling (HVAC) of Airport Owned Facilities**

To ensure Airport Authority owned facilities are adequately maintained and for those that have public access and use, they are comfortable for the public, the Authority as established the following heating and cooling minimum requirements:

- A. For aircraft storage areas and other non-occupied areas where heating and cooling (HVAC) equipment is available the minimum temperature in those areas is to be maintained at or above 50 degrees (F). This does not apply to unheated facilities including "T" Hangars and storage units.
- B. For office and other occupied areas and for the entire terminal building the following temperatures are to be maintained:
  - 1. When occupied, regardless of being open or closed the actual air temperature within these areas will be no lower than 68 degrees (F) and the maximum will be no higher than 74 degrees (F).

2. When closed and unoccupied the minimum temperature is to be no lower than 64 degrees (F) and no higher than a maximum of 80 degrees (F).
  3. These temperatures are to be the actual air temperatures within the areas during all of the specified periods. An example of this is if the Terminal opens at 06:30 and closes at 19:00 the air temperature is to be between 68 and 74 degrees (F) from 06:30 until 19:00 or until all persons have left the facility, whichever occurs last. Additionally, if there are meetings before or after those hours or the building is open for public use or special event those minimum and maximum temperatures are to be maintained for the entire time of use.
- C. Within the terminal the Airport manager will possess a key or have access to the utility and HVAC systems at all times.
- D. There are not minimums or maximums for the airport owned "T" hangars and because there is limited electrical service in those units, HVAC systems are not available and not authorized for installation in those units.

## **CHAPTER IV - GOVERNMENT AGREEMENTS**

### **Section 1 - War or National Emergency**

During time of war or national emergency, the Authority shall have the right to lease the Airport, or the landing area, or any part thereof to the United States Government for military use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators agreement, ease or authority.

### **Section 2 - Lease Subordinate to Government Lease**

Any license, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the Authority and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a conditioned precedent to the expenditure of Federal funds for the development of the Airport.

### **Section 3 - Disadvantaged Business Enterprise**

It is the policy of the FAA and enforced by the Authority to utilize Disadvantaged Business Enterprises (DBE) in all aspects of contracting at the Airport.

## **CHAPTER V - AIRPORT MASTER PLAN**

### **Section 1 - CASP Approval Not Required**

The Authority may, without the knowledge, consent or approval of any CASP or other person permitted to do business or use part of the Airport, make changes in the Master Plan of the Airport, and in the Authority's planning and policies in connection with the development of the Airport and in these regulations and standards. However, it is the Authority's intent to inform CASPs and other businesses of any such changes which are significant.

## **CHAPTER VI - RESERVATION OF RIGHTS TO INDIVIDUAL USERS**

### **Section 1 - Explanation of Rights and Duties Imposed**

Notwithstanding anything to the contrary contained herein the following rights, privileges and duties are hereby conferred and imposed upon individual users of the airport facilities including but not limited to individual pilots, aircraft owners, tie-down and T-hangar renters.

- A. Each individual user as defined herein shall meet and maintain all requirements, regulations, and standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety Bulletins, Advisory Circulars, State Aviation Law, and other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.
- B. It shall be the duty of each individual user of the Airport to fully inform themselves of, and to keep current on, all Federal, State, and Authority aviation regulations and standards and to completely and promptly comply therewith.
- C. Nothing contained herein shall restrict or limit the right of individual users to conduct maintenance and repairs on their own aircraft which are allowed by FAA or these regulations or standards. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal, State, and local regulations, circulars, airworthiness directives, and requirements, and such maintenance and repairs shall be conducted within the area designated for owner maintenance or T-hangars leased by individuals users of the airport or by authorized repair facilities on the field. Aircraft maintenance conducted in T-hangars must be approved in writing by the applicable lessor. It is understood that this approval will be withheld due to violations of Chapter II, Section 2, Paragraph (d) and/or (e) of the Airport Rules & Regulations, or other safety related practices identified by the Airport Manager, Fire Marshall, or the Authority.
- D. All individual users shall comply with these regulations and standards regarding common use areas and will not allow any maintenance or repair activities or any part hereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time and as set forth in Chapter II, Section 6 of the Airport Rules & Regulations.

## **CHAPTER VII - RESERVATION OF RIGHTS OF THE AIRPORT OWNER**

### **Section 1 - Explanation of Rights Reserved**

The Music City Executive Airport Authority, the operator of the Sumner County Regional Airport, reserves all rights and powers to adhere to all Federal and State laws, and all contracts it has entered into including, but not limited to, all Federal and State Grant Agreements with the FAA and State Department of Transportation for funding of improvements to the Airport. The Authority also reserves the right to make changes and modifications to these regulations and standards at any time.

SUMNER COUNTY REGIONAL AIRPORT AUTHORITY										
APPENDIX A - AIRPORT MINIMUM OPERATING STANDARDS INSURANCE REQUIREMENTS										
	Full Service CASP (FBO)	Aircraft Sales Service or Storage	Aircraft Maintenance and Repair	Aircraft leasing and Rental Services	Flight Training Services	Specialized Aircraft Repair Services, Props, Radio Shop	Aircraft Charter Services	Special Events, Air Shows	Aircraft Management Services	Mobile Aircraft Maintenance and Repair Service
<b>COMMERCIAL GENERAL LIABILITY (1)</b>										
Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$4,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
<b>COMERCIAL BUSINESS AUTOMOBILE LIABILITY (combined single limit) (1)</b>										
Each Occurrence	\$1,000,000		\$1,000,000			\$1,000,000		\$1,000,000		\$1,000,000
<b>HANGARKEEPERS'S LIABILITY (1,2)</b>										
Aggregate	\$2,000,000	\$2,000,000	\$2,000,000			\$2,000,000				
Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000			\$1,000,000				
<b>AIRCRAFT AND PASSENGER LIABILITY (1)</b>										
Each Occurrence	\$2,000,000			\$1,000,000	\$1,000,000		\$1,000,000		\$1,000,000	
<b>PROPERTY INSURANCE (1)</b>										
Each Occurrence	required		required			required				
<b>COMPLETED PRODUCTS AND OPERATIONS (1)</b>										
Each Occurrence	\$1,000,000		\$1,000,000			\$1,000,000				\$1,000,000
<b>POLLUTION LIABILITY (1)</b>										
Each Occurrence										
Aggregate										
<b>WORKER'S COMPENSATION REQUIRED FOR ALL CASP OPERATIONS ( limits based on statutory requirements)</b>										
1 When coverage's or limits set forth in Appendix A are not commercially available, appropriate replacement coverage or limits must be approved in advance by the Authority										
2 operators utilizing only owned Aircraft are not required to have Hangarkeepers Liability Insurance										
All policies including Workman's Compensation shall contain a waiver of rights endorsement in favor of MCEAA										
MCEAA must be listed as an additional insured on all policies and provide for a 30-day written notice of cancellation or alteration Certificate Holder is: MCEAA 1425 Airport Rd Gallatin, TN 37066										

**Appendix B – CASP APPLICATION**

**MUSIC CITY EXECUTIVE AIRPORT AUTHORITY APPLICATION  
FOR COMMERCIAL AERONAUTICAL ACTIVITIES PERMIT AND  
LEASE**

All persons who desire to establish a commercial aeronautical operation must first make application with the Music City Executive Airport Authority (MCEAA) by providing the information requested on this form to the Authority Chairman.

Please complete each question as thoroughly as possible. Where necessary, attach further explanatory materials. An attached Supplemental Application provides a general list of additional information which may be required following review of initial application. The MCEAA reserves the right to request additional material.

All personal financial information, credit reports or other financial data obtained by or submitted pursuant to said application with the MCEAA will be kept confidential as required by the Tennessee Open Records Act.

**1. APPLICANT INFORMATION**

Name to appear on Agreement:

sole proprietorship/individual     partnership     limited liability company (LLC)  
 joint venture     corporation     other

Address to appear on Notices, Agreement: Name: \_\_\_\_\_

Street #: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ EIN: \_\_\_\_\_

2. **FINANCIAL AND BACKGROUND INFORMATION**

- |                                                                                                                                                                                     | <u>Yes</u> | <u>No</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| A. Has any principal ever had a bond or surety canceled or forfeited?<br>If yes, attach a statement naming the bonding company, date, amount and reason.                            | [ ]        | [ ]       |
| B. Has any principal ever been declared bankrupt?<br>If yes, attach copy of Petition.                                                                                               | [ ]        | [ ]       |
| C. Has any principal been convicted of a felony?<br>If yes, state date, court location, case number and details of conviction.                                                      | [ ]        | [ ]       |
| D. Is any participant in this application involved in any litigation, liens or claims or insurance, liability, workers compensation claims?<br>If yes, attach detailed information. | [ ]        | [ ]       |
| E. Have you or any interested parties in this application had any credit problems? If yes, please explain.                                                                          | [ ]        | [ ]       |

(Attach additional sheets if necessary for details and explanations.)

3. **PURPOSE OF APPLICATION**

- A. **Nature of Proposed Business** (check all activities proposed to be conducted. The Minimum Standards and Leasing Policies are available on the website.

Aircraft Support Services

- Aircraft Storage
- Aircraft Painting
- Aircraft Maintenance (major and/or minor repair)
- Repair or reconditioning of used aircraft
- Aircraft parts sales
- Avionics repair, installation and/or sales
- Aircraft sales, leasing, and/or brokerage
- Sale of aeronautical items/supplies (charts, books, etc.)
- Aircraft Management
- Other (specify) \_\_\_\_\_
- Other (specify) \_\_\_\_\_

Flight Operations

- Air Carrier or Air Taxi Operations
- Transportation of cargo and/or mail
- Other (specify)
- Other (specify)

On-Demand Flying Services

- Aircraft rental to the public

- Aircraft charter or any purpose
- Corporate Flight Department
- Flight School
- Aerial photography or survey
- Aerial advertising
- Ground school or Flight examiner
- Aerial operations (crop dusting)
- Sightseeing flights
- Other (specify)
- Other (specify)

**B. Ownership Information:** List all persons or companies that will own an interest in the proposed business (including financial institution if applicable).

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

**C. Business Requirements**

1. Please provide a brief explanation of the type of commercial aeronautical operation you propose to run and all services you will offer and to whom.
2. Identify specific needs such as type and minimum size/square footage of land and/or existing facilities, including required utilities, pavements, ramp, etc., as applicable.
3. If proposing new construction, indicate any special consideration for equipment, drainage, lighting, etc., and describe the estimated cost of any structures and the method of financing such improvements. Attach a site plan and/or drawing as applicable.
4. Identify your proposed commencement date of operations.
5. Will any part of the operations of this business require the storage, use of transport of volatile, hazardous or toxic chemicals or waste on Airport property?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Prior to an official lease agreement being executed with the MCEAA, the applicant must file a 7460-1 "Notice of Proposed Construction or Alteration" with the FAA and submit FAA's response to the Authority. If any impacts to the Airport or its operations are indicated, they must be alleviated to the satisfaction of the Airport Manager prior to the commencement of any lease, construction, or operations.

The applicant(s) hereby acknowledge that any agreement with the MCEAA must receive approval prior to it becoming effective. Any expenditures or commitments made by the applicant(s) prior to the approval of an agreement by all parties is at the sole risk of the applicant(s).

The applicant(s) hereby respectfully requests that the MCEAA consider the foregoing application by \_\_\_\_\_ for permission to perform the specified Aeronautical Activities at the MCEAA.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant(s) Signature: \_\_\_\_\_

(Please Print Name): \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant(s) Signature: \_\_\_\_\_

(Please Print Name): \_\_\_\_\_

**Appendix C - SUPPLEMENTAL APPLICATION**

**MUSIC CITY EXECUTIVE AIRPORT AUTHORITY SUPPLEMENTAL APPLICATION FOR COMMERCIAL AERONAUTICAL ACTIVITIES PERMIT AND LEASE**

The following is a list of additional information that may be required after initial submittal of the application (Attachment II). When submitted, all information will be required to be typed or printed legibly.

All personal financial information, credit reports or other financial data obtained by or submitted pursuant to said application with the Music City Executive Airport Authority (MCEAA) will be kept confidential as required by the Tennessee Open Records Act.

- Detailed information regarding type of organization, to include the following as applicable:

**SOLE PROPRIETORSHIP:**

- (i) Full Name: \_\_\_\_\_  
D/B/A: \_\_\_\_\_
- (ii) Address: \_\_\_\_\_
- (iii) Business Phone: \_\_\_\_\_ Other/Cell Phone: \_\_\_\_\_
- (iv) Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_
- (v) Driver License Number: \_\_\_\_\_ State Issued In: \_\_\_\_\_

**PARTNERSHIP:**

- (i) Name of Partnership: \_\_\_\_\_
- (ii) Date of Organization: \_\_\_\_\_ [ ] general partnership [ ] limited partnership
- (iii) Statement of Partnership recorded [ ] Yes [ ] No  
Date: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_ County of: \_\_\_\_\_
- (iv) Has partnership previously done business in Tennessee? [ ] Yes [ ] No
- (v) List below the name, address and partnership share of each general partner:

	<u>Name</u>	<u>Address</u>	<u>Share</u>
(a)	_____	_____	%
(b)	_____	_____	%
(c)	_____	_____	%
(d)	_____	_____	%

(vi) List below the date of birth, Social Security Number, Driver's License Number and the State from which the Driver's License Number was issued for each general partner:

(a)	_____	_____	_____	_____
	(Date of birth)	(SSN)	(Driver's License #)	(State Issued)
(b)	_____	_____	_____	_____
	(Date of birth)	(SSN)	(Driver's License #)	(State Issued)
(c)	_____	_____	_____	_____
	(Date of birth)	(SSN)	(Driver's License #)	(State Issued)
(d)	_____	_____	_____	_____
	(Date of birth)	(SSN)	(Driver's License #)	(State Issued)

**JOINT VENTURE/COOP:**

- (i) Name of organization: \_\_\_\_\_
- (ii) Date of Organization: \_\_\_\_\_
- (iii) Joint Venture Agreement recorded:  Yes  No
- (iv) Has joint venture done business in Tennessee:  Yes  No
- (v) Name and address of each person participating in the Joint Venture or co-operative entity:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

**CORPORATION:**

- (i) State of Incorporation \_\_\_\_\_ Date of Incorporation \_\_\_\_\_
- (ii) Has the State of Tennessee authorized Corporation to do business in Tennessee?
- (iii) Corporation is held  privately  publicly  
If publicly held, where and how is stock traded?
- (iv) If private corporation, attach a separate sheet listing the name, title, address, number of voting and non-voting shares for each officer, Director, and Principal shareholder.
- (v) List the name, title and address of each Officer of the Corporation:

_____
_____
_____

- (vi) Business Address & Phone No:
- (vii) Name, Address and Phone No. Of Service Agent:

---

(viii) Attach copy of the Articles of Incorporation or other documentation creating the Corporation.

**LIMITED LIABILITY COMPANY (LLC)**

- (i) Name of Organization: \_\_\_\_\_
- (ii) Date of Organization: \_\_\_\_\_
- (iii) State of Organization: \_\_\_\_\_
- (iv) Is this LLC recorded?  Yes  No Date \_\_\_\_\_
- (v) Has the State of Tennessee authorized LLC to do business in Tennessee?  
 Yes  No
- (vi) List below the name, address and title of all members of the LLC:

<u>Name</u> (Member/Manager)	<u>Address</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(vii) Attach a copy of the agreement that formed the LLC and was filed with the State or other agency that recorded the LLC. (This agreement should, at a minimum, detail the division of management authority and responsibility; rights of members to withdraw capital; and responsibilities of members to contribute new capital as needed.)

- Three (3) business references (including Bank References) with knowledge of debt and payment history
- Three (3) credit references
- License, permits, or certificates required to conduct this business (i.e., FAA Part 135 Certificate of Air Agency Certificate)
- Business Plan or Pro Forma, to include at least the following:
  - Explanation of the type of commercial aeronautical operation you propose to run and all services you will offer and to whom.
  - The number of personnel to be employed at this location.
  - Identify any required utilities, pavements, ramp, etc.
  - Identify your hours of operation.
  - If there is currently a similar operation at this site, contrast your proposal operation with the current one.
  - List aircraft tail number(s) and type of aircraft to be utilized in the proposed operation.
  - Financial data pertaining to the current operation, if appropriate.
  - If applicable, provide percent of intended sales or services (a) to aircraft/customers based at the Airports and (b) to aircraft/customers based elsewhere that will visit or fly into Music City Executive Airport

- Statement of Experience, to include at least the following:
  - Detailed information as to your experience as related to the type of business you propose to develop.
  - Detailed statement of the persons who will be directly involved in this business.
  - Specifics as to dates of experience and appropriate profit and loss details.
  - Description of past experience in the field of aviation services for which this application is being made.
  
- Current Financial Statements
  
- Certificate of Insurance and/or bonds, as applicable to the operations. If applicable, explain any insurance deductibles or self-insurance. If not applicable, please note.
  
- Proof of authorization to do business in the State of Tennessee
  
- Other:

The applicant(s) hereby acknowledge that any agreement with the MCEAA must receive approval by the MCEAA prior to it becoming effective. Any expenditures or commitments made by the applicant(s) prior to the approval of an agreement by all parties is at the sole risk of the applicant(s).

The applicant(s) hereby respectfully requests that the MCEAA consider the foregoing Application by for permission to perform the specified Aeronautical Activities at the Music City Executive Airport

Applicant Signature: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Printed Name)

Applicant Signature: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Printed Name)