

EXHIBIT "C-1"

AGREEMENT UNDER STANDARDS

THIS AGREEMENT, between the City of Ocala ("City") and _____ ("Licensee"), is dated as of the ____ day of _____, 2010.

WHEREAS, City is responsible for the operations and maintenance of the Ocala International Airport, hereinafter referred to as "Airport"; and

WHEREAS, the City has adopted Minimum Standards for Commercial Aeronautical Activities ("Standards") at the Airport, and

WHEREAS, Licensee has met all the application requirements stipulated within said Standards for the conduct of the activities proposed and has made application for the licensing of its operation; and

WHEREAS, Licensee submitted its application under Standards to the City on the _____, 2010; and

WHEREAS, Licensee proposes to commence its based commercial aeronautical activities at Ocala International Airport on the _____ day of _____, 2010 ("Commencement Date"); and

WHEREAS, Licensee is leasing its premises at _____, Ocala FL 34474 ("Premises") from the City.

WHEREAS, the City has held public hearings upon Licensee's application and has approved said application on _____ 2010

NOW, THEREFORE, the parties hereto agree as follows:

1. Authorized Activities: City grants Licensee the right to conduct the following named commercial aeronautical activities under the Standards at the Premises:

Aviation Fuel and Ramp Services as defined under Part 4 Section (A)

2. Term: The authorization granted Licensee to conduct the above-named commercial aeronautical activities shall terminate ten (10) years from the date of this Agreement or upon the expiration of the term of the Lease or Sublease Agreement as may be amended by the parties thereto whichever occurs first. Licensee may renew the agreement by submitting an application and demonstrating compliance with all requirements of the Standards in place at the time of renewal.

3. Fees:

a. Licensee shall pay to City the fees prescribed in the Airport's Rates and Charges attached hereto (NOTE: Please ensure that the Rates and Charges are attached – it may help to identify it as Exhibit "___") and made a part hereof adopted by the City on September 12, 2006. It is

understood that the fees may be increased or decreased from time to time by the City and Licensee agrees to be bound by any changes to those fees hereafter made by the City and to make payment to the City in accordance therewith.

b. The Fees specified in the Airport's Rates and Charges shall be paid annually; the initial payment of \$_____ to be made by Licensee upon execution of this Agreement and subsequent payments made prior to February 1 of each succeeding year.

c. In the event of termination of service by Licensee subsequent to the date of this Agreement, the Annual Fees for this activity shall be adjusted in accordance with the following formula:

Prior to 1 April	Full Fee
Between 1 April and 30 June	3/4 Fee
Between 1 July and 30 September	1/2 Fee
Between 1 Oct. and 31 Dec.	1/4 Fee

4. Delinquency: The payments set forth in paragraph 3b above must be kept current. Interest from the due date shall be charged on any payment overdue at the rate of one and one-half percent (1½%) for month prorated for the number of days late and based on the date of receipt of payment by City.

5. Place and Manner of Payments: All payments required to be made hereunder by Licensee to City shall be made at the Airport Director's Office at the Airport. All payments shall be made in legal tender of the United States. All checks shall be received by City subject to collection of any such checks.

6. Books and Records: Licensee shall keep and maintain at Airport or at such other place as may be approved in writing by City, true and accurate books and records regarding Licensee's operations under the terms of this Agreement in a form satisfactory to City.

7. Inspection: Authorized representatives of the City shall have the right to inspect the premises of Licensee at reasonable intervals during regular business hours to determine whether Licensee has complied and is complying with the terms and conditions of this Agreement.

8. Notifications:

a. Licensee agrees to comply with the requirements stipulated for conduct of **Aviation Fuel and Ramp Services** as set forth in said Standards and with the Airport Rules and Regulations, both of which may be amended from time to time by the City; and to notify the City with respect to any change in the elements of its operations, including but not limited to:

- 1) Change in any required insurance coverage
- 2) Change in hours of operation
- 3) Change in qualification/certification required of its employees
- 4) Change in location of required facilities
- 5) Change in aircraft fleet
- 6) Change in principals or key officials of Licensee
- 7) Change in company name
- 8) Change in the scope of business services along with amendments to FAA certifications concerning such operations

b. All notices required hereunder shall be made to the City as follows: Airport Director, 750 SW 60th Ave, Ocala, Florida 34474, and to Licensee, _____, Ocala FL 34474. All notices shall be hand delivered or sent certified mail, return receipt requested.

9. Insurance:

a. Licensee agrees that it will at all times during the terms of this agreement, at its cost and expense, provide and keep in force a policy or policies of insurance as described on Exhibit A (NOTE: Need to ensure that the Exhibit is attached and does not conflict with the first attachment, i.e. Airport's Rates and Charges) attached hereto and made a part hereof; and include the City, its officers, and agents as additional insured. All policies of insurance required herein shall be in a form and in a company or companies approved by the City and qualified to do business in the state of Florida. Licensee shall furnish proper certification and evidence of compliance to the City. Such certification shall provide that such policy may not be materially reduced or canceled by the insurer during its term without first giving thirty (30) days written notice by registered mail, return receipt requested, to City.

b. Licensee shall not violate the terms or prohibitions of any insurance policy herein required.

c. City shall not be under any obligation to prosecute, settle or adjust any claim which may accrue under any such policy of insurance.

10. Personnel:

a. The Licensee shall have in his employ and on duty during operating hours trained personnel in such numbers as are required to meet the Standards in an efficient manner for each aeronautical service being performed.

b. All personnel of Licensee are required to hold current Federal Aviation Administration certificates and ratings, as they are required.

11. Standard Clauses:

a. This Agreement grants Licensee the non-exclusive right to use the airfield and associated operational areas in common with others as authorized, which right shall be exercised in accordance with the laws of the United States of America and the State of Florida, the rules and regulations promulgated by their City with reference to aviation and air navigation, and all pertinent directives, Rules and Regulations of the City.

b. Licensee shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, handicap, or national origin.

c. Licensee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Licensee may be allowed to make reasonable and nondiscriminatory prices for each unit of service; provided, that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

d. Licensee shall maintain at its own expense all necessary permits and licenses required in the conduct of its business at the Airport.

e. Licensee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Licensee.

f. Licensee shall observe and obey all laws, ordinances, rules and regulations of the United States of America and of the State of Florida, Marion County, and the City which may be applicable to its operations at the Airport.

g. Licensee shall pay, in addition to the application and annual activity fees, as required herein, all other costs connected with the operation of said business including, but not limited to, insurance and taxes.

h. Licensee shall provide the City a schedule of the hours of operation that Licensee will be open to the public and the names and telephone numbers of Licensee's officials who shall be available at all hours of Licensee's operations at the Airport to perform required management functions.

i. Licensee shall conform to all applicable safety, health, environmental, and sanitary codes and agrees to cooperate with the City in its fire prevention efforts and comply with Airport Rules and Regulations.

j. Licensee is and shall be deemed to be an independent contractor in the conduct of its business and activities hereunder and shall be responsible to all persons for its acts of omission or commission and City shall in no way be responsible therefore. In the use of the Airport, Licensee shall indemnify City, Marion County and the State of Florida, their agents and employees, from any and all liability that may proximately result because of any negligence on the part of Licensee's officers, agents, or employees.

k. Licensee shall comply with the requirements of any Executive Order barring discrimination; further, in accordance with these requirements, Licensee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color, handicap, or national origin; and further, licensee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Licensee understands acknowledges that the City has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the City for certain Airport programs and activities, and that the City is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the City operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Licensee agrees:

Licensee, in its operation at and use of the Airport, covenants that it will not, on the grounds of sex, race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations Department of Transportation Subtitle A, Office of the Secretary, Part 21; and in the event of such discrimination; Licensee agrees that the City has the right to take such action against Licensee as the Government may direct to enforce this covenant.

l. Airport Development: The City reserves the right to further develop or improve the landing area of the Airport as it does sees fit and without unreasonable interference or hindrance.

m. Performance of Services: It is clearly understood by the Licensee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform

provided, however, that such services shall be subject to the Rules and Regulations established by the City and shall be consistent with terms of any lease or sublease of hangar space.

n. City's Rights: The City reserves the right (but shall not be obligated to the Licensee) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Licensee in this regard.

o. Airport Obstruction: The City reserves the right to take any action it considers appropriate to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Licensee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

p. Subordination: This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This subordination includes, but is not limited to, the right of the City, during time of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of this Agreement shall be suspended.

q. Indemnification

(i) The Licensee shall hold the City, the Airport Director and all other Airport personnel and their agents harmless from and against all suits, claims, demands, actions, and/or causes of action of any kind or nature in any way arising out of or resulting from Licensee's activities, and shall pay all expenses in defending any claims against the City by reason of Licensee's activities.

(ii) Licensee shall have no duty or obligation to hold harmless the City, the Airport Director and all other Airport Personnel and their agents to extent such suits, claims, demands, actions, and/or causes of action are caused by the negligence or willful misconduct of the City, the Airport Director, or other Airport Personnel and their agents.

r. No Sham Affidavit: All terms and conditions with respect to this Agreement are expressly contained herein, and the Licensee agrees that no representative or agent of the City has made any representation or promise with respect to this Agreement not expressly contained herein.

s. Assignment: All covenants, stipulations and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns; however, Licensee shall not assign or transfer this Agreement without the written approval of City which approval may be denied for any reason.

t. Exclusive Right: It is understood and agreed that nothing herein shall be to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958, as amended.

u. Affirmative Action Program: The Licensee assures that it will undertake an affirmative action program as required by 14 CFR 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. The Licensee assures 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. The Licensee assures that it will require that its covered suborganizations provide assurances to the Licensee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- v. Aircraft Leaseback, Sublease, or other Aircraft Operating Agreements:
 - (i) All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial activity between an aircraft owner/operator and Licensee shall be in writing and shall conform to the Standards for the respective aeronautical activities being performed under the subject agreement.
 - (ii) Where such agreements involve or contemplate the right or responsibility or obligation to perform maintenance on aircraft (other than Preventive Maintenance), such agreements must involve reasonable use of and payment for the aircraft commensurate with the value and usage of said aircraft.
 - (iii) A copy of all such agreements must be submitted to the City along with proof of compliance with all applicable Airport insurance requirements.

12. Cancellation and Termination: City may cancel and terminate this Agreement, with or without process of law, without liability, in the event any payment required hereunder is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Licensee of the City's intention to terminate, at the end of which time all the rights Licensee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall have been paid within such ten (10) days; provided, however, Licensee will be allowed only two (2) such notice within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Licensee without any right on the part of Licensee to cure such default after receiving such notice. In like manner, upon thirty (30) days written notice, City may cancel and terminate this Agreement in the event of any other non-monetary default of Licensee not cured within said thirty (30) day period.

13. Obligations Following Termination: Except as otherwise provided herein, in the event of cancellation and termination of this agreement by City as herein provided, parties shall have no further obligations hereunder, except that Licensee shall remain liable to the City for all damages, charges and fees accrued to the date of termination.

14. No Personal Liability: No commissioner, officer, or employee of City shall be held personally liable under this Agreement or because of its enforcement or attempted enforcement.

15. Reference to Parties: Each Reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

16. Waiver. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

17. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida in the county of Marion County.

18. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any portion of this Agreement is declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

19. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

20. **Rights of Third Parties.** Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

21. **Attorneys Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

22. **Jurisdiction and Venue.** The Parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

23. **Jury Waiver.** In any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court, as written evidence of the consent of

the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

24. Amendment. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally, but only by writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

25. Entire Agreement: This Agreement covers and includes the entire agreement between the parties and there are no promises, representations, warranties, conditions, terms or obligations other than those contained herein. Licensee has read and understands the whole of this Agreement and now states that no representations, promises or agreements not expressed herein have been made to induce the Licensee to enter into it. Licensee understands that no Commissioner, Officer, or Agent of City has the City to change, rescind, alter or modify the agreement in whole or in part.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2010.

CITY OF OCALA

(Seal)

, Council President

ATTEST:

City Clerk

(Licensee)

Witness

Approved as to form and legality:

Eric P. Gifford
Assistant City Attorney