

PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT
OPERATING PERMIT

Air Transportation Companies requesting to conduct business at the President Donald J. Trump International Airport (“Airport” or “DJT”) on an on-demand or short-term basis are required to obtain an Operating Permit.¹ Air Transportation Companies may schedule up to a maximum of six flight operations per Operating Permit. For purposes of an Operating Permit, a flight operation consists of one aircraft landing and takeoff. An Operating Permit may be issued no more than three times per calendar year. Air Transportation Companies requesting more than three Operating Permits in a single calendar year shall be required to obtain a non-signatory airline agreement. In order to be issued an Operating Permit, an Air Transportation Company must complete and submit the following items by fax, mail or e-mail to:

Palm Beach County Department of Airports Properties Division
846 Airport Center Drive
West Palm Beach, FL 33406-1470
Phone: (561) 471-7403, Fax: (561) 471-7427
E-mail: properties@pbc.gov

1. **Completed Operating Permit Application Form**
2. **Evidence of Insurance**
See section 4 of Operating Permit for required insurance coverage types and amounts.
3. **Air Carrier Certificate**
Air Transportation Companies must provide a copy of their Air Carrier Certificate issued by the Federal Aviation Administration.
4. **Operating Permit**
Complete an Operating Permit when flight and operational matters are confirmed.
5. **Nongovernmental Entity Human Trafficking Affidavit**
Complete a Nongovernmental Entity Human Trafficking Affidavit.

An estimate of applicable fees and charges will be provided to the applicant following receipt of the above-referenced information. Estimated fees and charges must be submitted in advance of each flight operation. In the event of a flight cancellation unrelated to weather or other emergency condition, fees and charges for the cancelled flight that were paid in advance will be refunded upon request. Voluntary flight cancellations shall be subject to a fifty percent (50%) refund provided that the Department of Airports has been given no less than 48 hours prior written notice of the cancellation. Voluntary flight cancellations occurring with less than 48 hours prior written notice shall not be eligible for a refund.

Usage of gate and ticket counter locations shall be coordinated through the Department of Airports Operations and Properties Divisions no less than 15 days in advance of each flight operation. Air Transportation Companies shall be responsible for providing all necessary equipment for its flight operations, including, but not limited to, baggage scales and computer equipment.

Additional information may be required upon request of the Department of Airports.

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¹An Operating Permit is not required for flight operations conducted at fixed based operator general aviation facilities.

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1. Air Transportation Company ("Permittee"):

Contact Person for Air Transportation Company:

Permittee: _____
Company name as it will appear on the Operating Permit

Name: _____

Address: _____

Title: _____

Address: _____

Phone: _____

Phone: _____

Mobile: _____

Mobile: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Signature

Title

Date

2. Ground Handler Contact Information:

Ground Handling Company: _____ Contact Name: _____

Phone: _____ Email: _____

3. Description of Permitted Flight Operations:

A description of the flight operations permitted hereunder is set forth in Attachment "A". For the purposes of this Operating Permit, a flight operation shall consist of one aircraft landing and takeoff. Permittee shall notify the Palm Beach County Department of Airports ("Department of Airports") no less than 48 hours in advance of any voluntary changes to the permitted flight operations.

4. Insurance Requirements:

Permittee shall maintain at its sole expense, in force and effect at all times during the term of this Permit, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Permit. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Permittee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Permittee under the Permit. Permittee agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non- contributory basis.

- A. Aviation Liability/Commercial General Liability Insurance. Permittee shall maintain Aviation Liability/Commercial General Liability Insurance at limits of not less than: (1) Fifty Million Dollars (\$50,000,000) in the event Permittee is operating aircraft with fifty (50) seats or less, or (2) One Hundred Million Dollars (\$100,000,000) in the event Permittee is operating aircraft with more than fifty (50) seats each with a Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury (Twenty Five Million Dollar (\$25,000,000) sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability. In the event Permittee is authorized to serve alcoholic beverages on the Airport, Permittee shall provide an endorsement to the Permittee Liability/Commercial General Liability Insurance or separate coverage for Liquor Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence

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Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. Aircraft Liability Insurance. Permittee shall maintain Aircraft Liability Insurance with respect of all aircraft owned, leased or operated by Permittee, including Passenger, Bodily Injury (including death) and Property Damage Liability in a Combined Single Limit Amount of not less than One Hundred Million Dollars (\$100,000,000) Each Occurrence.
- C. Business Automobile Liability Insurance. Permittee shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not less than One Million Dollars (\$1,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability; provided, however, that if the scope and conduct of Permittee's operations under this Permit require vehicle access to the aircraft operations area, Permittee shall maintain Business Automobile Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of Permittee's operations under this Permit do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only.

Additional Insured Endorsement: The Automobile Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- D. Workers' Compensation Insurance & Employer's Liability: Permittee shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- E. Umbrella or Excess Liability: Umbrella or Excess Liability policy may be used to satisfy the minimum requirements. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "each occurrence" limit for either Commercial General Liability or Business Auto Liability. Permittee shall endorse County as an "Additional Insured" on the Umbrella or Excess Liability policy; unless, the policy provides coverage on a "Follow-Form" basis.
- F. Waiver of Subrogation: Except where prohibited by law, Permittee hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Permittee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Permittee enter into such an agreement on a pre-loss basis.
- G. Certificates of Insurance: On execution of this Permit, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Permit, the Permittee shall deliver to the County of County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Permit have been obtained and are in force and effect. Certificates shall be issued to:

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Palm Beach County Board of County Commissioners
c/o Department of Airports
846 Airport Center Drive
West Palm Beach, FL 33406-1470
Email: properties@pbc.gov

- H. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

5. Indemnification:

Permittee agrees to protect, defend, reimburse, indemnify and hold the County and its elected officers, employees and agents ("County Party") and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which the County or a County Party is named or joined, arising out of Permittee's breach of this Operating Permit or the use of the President Donald J. Trump International Airport ("Airport") by Permittee or Permittee's officers, employees, agents or any other persons whomsoever acting on behalf of or at the request of Permittee ("Permittee Party"), including, but not limited to, Damages arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Airport, Permittee's or a Permittee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Permittee or Permittee Party or any breach by Permittee or Permittee Party of the terms of this Operating Permit; provided, however, Permittee shall not be responsible for Damages determined by a court of competent jurisdiction to be solely attributable to the negligence or willful misconduct of the County. Nothing herein shall be deemed to abrogate Permittee's common law or statutory rights to contribution from the County for liability legally established as attributable to the County's negligence. Each party shall give to the other reasonable notice of any such claims or actions. Permittee recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that the County would not enter into this Operating Permit without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this indemnification agreement shall survive the expiration or earlier termination of this Operating Permit.

6. Facilities Usage:

Permittee shall only use those Airport terminal facilities designated by the Department of Airports for the flight operations permitted hereunder. Permittee shall have the nonexclusive right to use the public Airport facilities for the conduct of the permitted flight operations at the Airport in common with other air transportation companies operating at the Airport, including the Airport's airfield facilities. The rights provided for herein shall be subject to rules and regulations established by the Department of Airports and subject to payment of all applicable fees and charges.

7. Fees and Charges:

Permittee shall pay to the County the estimated fees and charges for each flight operation in advance, including, but not limited to, landing fees, gate usage charges, and ticket counter charges. Within five days after each flight operation, Permittee shall provide an activity report in a form and substance approved by the County. Permittee shall pay any difference between the estimated costs of each flight operation and the actual costs within 15 days of receipt of an invoice from the County. All amounts shall be payable to "Palm Beach County" and delivered to: Palm Beach County Department of Airports, Finance Division, 846 Airport Center Drive, West Palm Beach, FL 33406-1470. Refunds of prepaid fees and charges shall be made in accordance with the policies established by the Department of Airports.

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8. Laws, Regulations and Requirements

Permittee shall comply with all applicable federal, state, local and County laws, statutes, regulations, rules, rulings, orders, ordinances, codes, requirements, policies and directives of any kind or nature, as now or hereafter amended, applicable to Permittee's activities at the Airport, including, but not limited to, all Airport security requirements and directives, Inspector General review requirements and nondiscrimination policies, including, but not limited to, Palm Beach County Code, Sections 2-421 – 2-440 and County Resolution R2014-1421, as may be amended, scrutinized companies requirement pursuant to F.S.287.135, 215.4725 and 215.473 and the nondiscrimination provisions as shown in Attachment "B".

9. Revocation of Permit

This Operating Permit may be terminated by the County with or without cause upon prior notice to Permittee. Failure of Permittee to comply with the terms and conditions of this Operating Permit shall be considered a violation of this Operating Permit. In the event this Operating Permit is terminated due to a violation of this Operating Permit by Permittee, the County shall be entitled to retain all fees and charges paid in advance in addition to any other remedies provided by law. Venue for any action arising from this Permit shall be in Palm Beach County, Florida.

10. Signature

This Operating Permit shall become effective when signed by the parties hereto. No provision of this Operating Permit is intended to, or shall be constructed to, create any third party beneficiaries. The parties hereto have duly executed this Operating Permit as of the day and year written below.

11. Nondiscrimination in County Contracts

Permittee shall comply with all applicable requirements of the Federal Contract Requirements set forth in Attachment "B" attached hereto.

12. Human Trafficking Affidavit

Permittee warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Permittee has executed Attachment "C", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**Signed, sealed and delivered in the
Presence of two witnesses for Permittee:**

Witness

Typed or printed name

Witness

Typed or printed name

(Seal)

**PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Department of Airports**

By: _____
Director

Date: _____

PERMITTEE:

By: _____
Signature

Typed or printed name

Title: _____

Date: _____

ATTACHMENT "A"
DESCRIPTION OF FLIGHT OPERATIONS

Flight Operation #1:
Arrive DJT Date:_____ Time:_____ Origin:_____ Destination:_____
Depart DJT Date:_____ Time:_____ Origin:_____ Destination:_____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description:_____
Maximum Gross Landing Weight:_____
Maximum Number of Passengers: _____
Flight Operation #2:
Arrive DJT Date:_____ Time:_____ Origin:_____ Destination:_____
Depart DJT Date:_____ Time:_____ Origin:_____ Destination:_____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description:_____
Maximum Gross Landing Weight:_____
Maximum Number of Passengers: _____

ATTACHMENT "A"
DESCRIPTION OF FLIGHT OPERATIONS

Flight Operation #3:
Arrive DJT Date:_____ Time:_____ Origin:_____ Destination:_____
Depart DJT Date:_____ Time:_____ Origin:_____ Destination:_____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description:_____
Maximum Gross Landing Weight:_____
Maximum Number of Passengers: _____
Flight Operation #4:
Arrive DJT Date:_____ Time:_____ Origin:_____ Destination:_____
Depart DJT Date:_____ Time:_____ Origin:_____ Destination:_____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description:_____
Maximum Gross Landing Weight:_____
Maximum Number of Passengers: _____

ATTACHMENT “B”
FEDERAL CONTRACT PROVISIONS

- A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the Airline, for itself, its assignees, and successors in interest, agrees as follows:
1. Compliance with Regulations. The Airline will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (“Nondiscrimination Acts and Authorities” as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
 2. Nondiscrimination. The Airline, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Airline will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.
 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Airline for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Airline of the Airline’s obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports. The Airline will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an Airline is in the exclusive possession of another who fails or refuses to furnish the information, the Airline will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance. In the event of an Airline’s noncompliance with the non-discrimination provisions of this Contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Airline under this Contract until the Airline complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions. The Airline will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Airline will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Airline becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Airline may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Airline may request the United States to enter into the litigation to protect the interests of the United States.
- B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, the Airline, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including, but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).
- C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.
1. The Airline for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline will use the Airline Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
 2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter or re-enter and repossess any areas licensed for the Airline’s use hereunder and the facilities thereon, and hold the same as if this Contract had never been made or issued.
- D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The Airline for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Airline will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.
- E. General Civil Rights Provision. The Airline agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Airline transfers its obligation to another, the transferee is obligated in the same manner as the Airline. This provision obligates the Airline for the period during which the property is owned, used or possessed by Airline and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ATTACHMENT “C”
NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____
Permittee and attest that Permittee does not use coercion for labor or services as defined in Section
787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

(printed name of officer or representative)

State of _____

County of _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this,
_____ day of _____, by _____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC

My Commission Expires:

State of _____ at

Large

(Notary Seal)