

**PALM BEACH INTERNATIONAL AIRPORT**  
**OPERATING PERMIT**

1. Air Transportation Company (“Permittee”):	2. Contact Person:
Permittee: _____	Name: _____
Address: _____ _____ _____	Title: _____  Address: _____ _____ _____
Phone: _____	Phone: _____
Fax: _____	Mobile: _____
	Fax: _____
	E-mail: _____

3. Ground Handler Contact Information:
<b>Ground Handler:</b> _____
Contact: _____ Phone: _____
E-mail: _____

4. 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 (“ <u>Department of Airports</u> ”) no less than 48 hours in advance of any voluntary changes to the permitted flight operations.

5. Insurance Requirements:
Permittee shall maintain the following types and amounts of insurance coverage:
<u>Aircraft Liability</u> - \$50,000,000 Combined Single Limit, including Passenger, Bodily Injury (including death) & Property Damage Liability.
<u>Business Automobile Liability</u> - covering Owned, Hired & Non-Owned Vehicles. If Permittee will not be utilizing vehicles owned by Permittee, this policy should include Hired and Non-Owned Vehicles only.
<u>No Vehicle AOA Access Required</u> - \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.
<u>Vehicle AOA Access Required</u> - \$5,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.
<u>Airline Liability/Commercial General Liability</u>
<u>Aircraft with 50 seats or less</u> - \$50,000,000 Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury \$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.
<u>Aircraft with 50 seats or more</u> - \$100,000,000 Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury \$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.
<u>Worker’s Compensation</u> - applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable federal laws.
<u>Umbrella Liability Insurance or Excess Liability Insurance</u> - may be used to reach the limits of liability required for the Airline Liability Policy, Aircraft Liability Policy and Business Automobile Policy.

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**Additional Insured Endorsement.** “Additional Insured” endorsement on liability policies shall read: “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Insurance Tracking Services, Inc., P.O. Box 20270, Long Beach, CA 90801”, or as otherwise directed by the County.

**Certificate of Insurance.** Certificate(s) of Insurance shall be provided to Palm Beach County (“County”) or the County’s designated contractor certificate(s) of insurance, evidencing the coverages and amounts required hereunder prior to Permittee’s first flight operation at the Airport. Renewal certificate(s) shall be delivered to the County or its designated contractor not less than five (5) business days prior to the expiration date of any policy. Each insurance policy must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the County.

**Waiver of Subrogation.** Permittee agrees to a Waiver of Subrogation for each policy required by this Operating Permit. When required by the insurer, or should a policy condition not permit Permittee to enter into any 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, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Permittee enter into such an agreement on a pre-loss basis.

**6. 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 Palm Beach 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.

**7. 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.

**8. Fees & 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 Palm Beach International Airport, 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.

**9. 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 R-2014-1421, as may be amended. Prior to the effective date of this Operating Permit, Permittee shall submit a copy of its nondiscrimination policy or provide a written statement to County affirming its non-discrimination policy conforms to the requirements of R-2014-1421, as may be amended.

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**10. 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.

**11. 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 construed to, create any third party beneficiaries. The parties hereto have duly executed this Operating Permit as of the day and year written below.

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**By:** \_\_\_\_\_  
Director

**By:** \_\_\_\_\_  
County Attorney

**Date:** \_\_\_\_\_

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

**PERMITTEE**

**By:** \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Typed or printed name

**Title:** \_\_\_\_\_

\_\_\_\_\_  
Witness

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name

(Seal)

**ATTACHMENT "A"**  
**DESCRIPTION OF FLIGHT OPERATIONS**

<b>Flight Operation #1:</b>
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
<b>Terminal Usage:</b>
Per Use Ticket Counter: _____ Estimated time of usage: _____
<b>Aircraft Information:</b>
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
<b>Flight Operation #2:</b>
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
<b>Terminal Usage:</b>
Per Use Ticket Counter: _____ Estimated time of usage: _____
<b>Aircraft Information:</b>
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
<b>Flight Operation #3:</b>
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
<b>Terminal Usage:</b>
Per Use Ticket Counter: _____ Estimated time of usage: _____
<b>Aircraft Information:</b>
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____