

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY



MINIMUM STANDARD REQUIREMENTS FOR AIRPORT COMMERCIAL AERONAUTICAL ACTIVITIES

**Adopted
October 1, 2025**

PRESIDENT & CEO APPROVAL

Asheville Regional Airport Minimum Standards for Commercial Aeronautical Activities

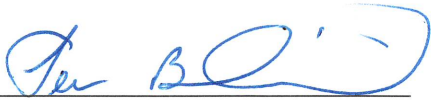
PRESIDENT & CEO APPROVAL Pursuant to its proprietary role as the owner and operator of the Asheville Regional Airport, the Greater Asheville Regional Airport Authority, through the President & Chief Executive Officer, adopts these Minimum Standards for Commercial Aeronautical Activities to encourage and ensure, to the greatest extent possible, the provision of adequate aeronautical services and activities at and from the Asheville Regional Airport as well as the economic health of the Airport and the orderly redevelopment and further development of aeronautical and related support facilities at the Airport. This supersedes all previous documents of its kind and was officially adopted on October 1, 2025.

Issued and Approved by:

Lew Bleiweis, A.A.E.

President & CEO

Greater Asheville Regional Airport Authority

Signature: 

Date: 10-1-25

FOREWORD

The Greater Asheville Regional Airport Authority, as established by the North Carolina General Assembly in 2012 and acting by virtue of the powers granted to it, as those powers have been amended from time to time, hereby establishes these Minimum Standards for Commercial Aeronautical Activities for Asheville Regional Airport. These Minimum Standards for Commercial Aeronautical Activities will apply to all new Operator Agreements and existing Operator Agreements to the extent specified herein.

The Greater Asheville Regional Airport Authority reserves the right to amend these Minimum Standards for Commercial Aeronautical Activities as may be necessary or desirable to improve the quality of services at the Asheville Regional Airport, to enhance competition, when deemed to be in the Greater Asheville Regional Airport Authority's best interest or the public's best interest or when necessary, to comply with Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), or other governmental regulations including the Greater Asheville Regional Airport Authority's Airport Rules and Regulations.

If any section, subsection, sentence, clause, or phrase of these policies and procedures is, for any reason, held to be invalid or unconstitutional by the FAA or any court of competent jurisdiction, then such decision shall neither affect nor impair any of the remaining provisions. The President and Chief Executive Officer is authorized to act for the Greater Asheville Regional Airport Authority in connection with the enforcement of all Minimum Standards for Commercial Aeronautical Activities contained herein.

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SECTION 1: INTRODUCTION

A. POLICY STATEMENT

The Greater Asheville Regional Airport Authority (“Authority”) does hereby establish the following Minimum Standards for Commercial Aeronautical Activities (“Minimum Standards”) policy for Asheville Regional Airport (“Airport”):

These Minimum Standards: (1) establish the threshold entry requirements for those entities wishing to engage in Commercial Aeronautical Activities at the Airport including, but not limited to, the provision of aeronautical products, services, and/or facilities to the public, (2) ensure that those entities obtaining the approval of the Authority to engage in such activities are not exposed to unfair competition, and (3) protect the public from unsafe or inadequate or substandard aeronautical products, services, and facilities. To this end, all qualified and experienced entities desirous of engaging in Commercial Aeronautical Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to fully complying with these Minimum Standards, subject to availability of suitable space at the Airport to conduct such activities; however, these Minimum Standards do not imply a guaranteed right to conduct such services.

These Minimum Standards have also been established to comply with FAA Grant Assurance 22 Economic Nondiscrimination Sections (h) and (i) (see 49 U.S.C. § 47107) and Advisory Circular 150/5190-7, which provides that the Airport may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport. The Airport may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

These Minimum Standards were developed taking into consideration: (1) the role of the Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport, (3) the future needs for and the anticipated development of the Airport and the community (4) the promotion of fair competition at the Airport. These Minimum Standards are essential to protect public interest, discourage substandard Operators, and protect Airport customers.

The purpose of these Minimum Standards is to encourage, promote, and ensure:

1. The delivery of high-quality aeronautical products, services, and facilities to Airport customers;
2. The design and development of quality aeronautical facilities and improvements at the Airport; and the orderly development of Airport property; establishment of a consistent policy to ensure the similar treatment of similarly situated entities;
3. Safety and security;
4. The economic health of the Airport and aeronautical businesses;

The Authority will periodically review and update this document as necessary as it is required by activities on the Airport or as regulations are changed. Any existing activities service provider

currently under a fully executed and approved lease will not be required to meet the standards until at such time that the service provider's lease with the Authority is modified, renewed, or a change in the service provider's ownership occurs.

- B. ADMINISTRATION AND POLICY OVERSIGHT** The President & CEO, or his or her designee shall enforce these Minimum Standards on behalf of the Authority.
- C. EFFECTIVE DATE** These Minimum Standards shall be effective on September 12, 2025, and shall remain in effect until such time that these Minimum Standards are either repealed or amended.
- D. AMENDMENT OF STANDARDS** These Minimum Standards may be amended or modified, in whole or in part, from time to time, and no rights shall accrue to any FBO, SASO or third party by these Standards.
- E. OWNER'S RIGHTS** The establishment of these Minimum Standards does not alter the Authority's proprietary right to engage in the development of Airport property as it deems prudent, including development of Commercial Aeronautical Activities historically exercised by the Authority or which are not otherwise conferred exclusively herein. The Authority reserves the right to modify these Minimum Standards as deemed necessary to maintain the Airport as a safe and secure environment.
- F. SEVERABILITY** In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.
- G. SUBORDINATION** 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 funds or property to the Authority for Airport purposes, or the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended. In addition, these Minimum Standards are subordinate to all agreements between the Authority and the State of North Carolina, and the Standards are also subordinate to existing agreements, leases, and permits between the Authority and airport tenants and operators.
- H. NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS** Any notice, request for approval application, or other filing required or permitted to be given or to be filed with the Authority shall be in writing, signed by the party giving such notice, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

ATTN: Chief Administrative Officer (CAO)
Greater Asheville Regional Airport Authority
Asheville Regional Airport
61 Terminal Drive, Suite 1
Fletcher, NC 28732
pr@flyavl.com

- I. VARIANCES, WAIVERS AND DEVIATIONS** The Authority reserves the right to authorize variances, waivers, or deviations from these Minimum Standards at its reasonable discretion. Such variances, waivers or deviations may include waiving or modifying certain criteria or requiring Operators to meet additional criteria as the Authority, in its sole discretion, deems such variance, waiver, or deviation to be in the best interest of the Airport operation. All requests for variances, waivers or deviations shall be presented to the Authority in writing in a form prescribed by the Authority. The Authority may (but in no event or circumstance shall be obligated to) waive one or more of the Minimum Standards applicable to an Operator for good cause shown upon written request by the Operator, provided that such waiver would not adversely affect public health or safety, the quality of service provided by the Operator to the public, such waiver will not result in unjust discrimination against similarly situated aeronautical users or Operators, or Airport finances or operations, or would not violate any applicable Federal, State, City or other law, statute, ordinance, rule, regulation, or Airport grant assurance. Consistency with federal grant assurances and the FAA's Airport Revenue Use Policy is to be considered by the Authority when reviewing a possible waiver of all or any portion of these Minimum Standards.
- J. ENFORCEMENT** Any Operator that desires to provide any Commercial Aeronautical Activities at the Airport must have an agreement or permit with the Authority and comply with these Minimum Standards. The President & CEO or his or her designee shall enforce the provisions of these Minimum Standards and may call upon appropriate law enforcement officials for such assistance as the President & CEO or his or her designee may, from time to time, require.

Failure to comply with the applicable standards set forth herein may result in the temporary suspension, or permanent revocation, of the applicable activity agreement or permit issued to Operator. Subsequent violations may result in permanent revocation of the agreement or permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport Rules and Regulations. Furthermore, failure to comply may also result in the termination of other agreements between the Operator and the Authority.

SECTION 2. DEFINITIONS

ADVISORY CIRCULAR (AC) – documents published by the FAA that contain information about standards, practices, and procedures that the FAA has found to be acceptable for compliance with associated rules, laws, or regulations.

AGREEMENT – a written contract, executed by both parties, and enforceable by law between the Authority and an entity including, but not limited to, granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities. Such Agreements generally will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties.

AIRCRAFT – any contrivance now known or hereafter invented which is used or designed for navigation of, or flight in, air except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, electric vertical take-off and landing aircraft (eVTOL), unmanned aircraft systems (UAS – commonly referred to as drones), sailplanes, amphibians, and seaplanes.

AIRCRAFT OPERATOR – a Person who uses, causes to be used, or authorizes to be used, an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

AIRFRAME AND POWERPLANT MECHANIC – a person, certificated by the FAA, who performs and/or supervises the maintenance, preventive maintenance, or alteration of an Aircraft or appliance, or a part thereof, for which he/she is rated, and may perform additional duties in accordance with certain Regulatory Requirements

AIRPORT – means the Asheville Regional Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan and as it may hereinafter be extended, enlarged, or modified.

AIRPORT CERTIFICATION MANUAL (ACM) – the manual of operating procedures and lines of responsibility for the operation of the Airport, as required in 14 CFR Part 139.

AIRPORT LAYOUT PLAN (ALP) – the drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, etc.

AIR OPERATIONS AREA (AOA) – a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Aprons, Aprons, taxiways, runways, unimproved land attributed to the taxiways and runways, safety areas, areas beneath the Terminal Building, areas beneath the concourses, and contiguous areas delineated for the protection and security of Aeronautical Activities.

AIRPORT SECURITY PROGRAM (ASP) – a document required by the Transportation Security Administration detailing the Airport’s requirements as contained in the applicable security regulations.

PRESIDENT & CEO – the individual designated by the Greater Asheville Regional Airport Authority Board as the President & Chief Executive Officer.

APRON – an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

AUTHORITY – Greater Asheville Regional Airport Authority- a public body existing under the laws of the State of North Carolina, or its successor in interest.

BOARD – the Greater Asheville Regional Airport Authority Board of Directors.

CODE OF FEDERAL REGULATION (CFR) - The Code of Federal Regulations is the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

COMMERCIAL – for the purpose of generating revenue, earnings, income, compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished.

COMMERCIAL AERONAUTICAL ACTIVITY – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations. The following Commercial Aeronautical Activities, commonly conducted on Airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft sales and services, Aircraft storage, sale of aviation petroleum products, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as Aeronautical Activities.

EMPLOYEE(S) – any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., income, social security and Medicare). The determination of status between “Employee” and “contractor” shall be made according to the current Internal Revenue Service standards.

EXCLUSIVE RIGHT – a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by express Agreement (i.e. lease Agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct a Commercial Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

ENVIRONMENTAL LAWS means all applicable local, state, and federal laws, statutes, ordinances, rules, regulations, and orders concerning or relating to public health and safety, worker/occupational health

and safety, and pollution or protection of the environment, including the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 United States Code (U.S.C.) §§9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§1801, et seq.; the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 U.S.C. §§1251, et seq.; The Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901, et seq.; and the Toxic Substances Control Act, as amended, 15 U.S.C. §§2601, et seq.

FEDERAL AVIATION ADMINISTRATION (FAA) – the United States Department of Transportation’s Federal Aviation Administration.

FEDERAL AVIATION REGULATION (FAR) - rules prescribed by the FAA governing all aviation activities in the United States.

FIXED BASE OPERATOR (FBO) – a Commercial business providing fueling and other Aeronautical Services such as hangaring, tie-down and parking, Aircraft rental, Aircraft maintenance, flight instruction, etc. Only authorized FBOs are permitted to provide fueling along with the required services for FBO’s outlined in these Minimum Standards on the Airport.

INDEPENDENT OPERATOR – An entity conducting Commercial Aeronautical Activities but without an established place of business on the Airport. This type of Operator is not authorized to provide services at the Airport.

MINIMUM STANDARDS – these qualifications, standards, and criteria set forth by the Authority which must be met as a condition for the right to engage in Commercial Aeronautical Activities at the Airport.

NATIONAL FIRE PROTECTION AGENCY (NFPA) – a United States trade association that creates and maintains standards and codes for usage and adoption by local governments.

NON-COMMERCIAL – not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit.

OPERATOR – any FBO, SASO, and/or any entity subject to the standards set forth herein.

PRIVATE FLYING CLUB – A nonprofit or not-for-profit entity (e.g., corporate, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of the club Aircraft must be vested in the name of the Flying Club or owned by all its members, the property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any individual in any form, including salaries, bonuses, etc. The Flying Club may not derive greater revenue from the use of its Aircraft than the amount needed for the operation, maintenance, and replacement of its Aircraft.

REGULATORY REQUIREMENTS– federal, state, county, local, and Airport laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the United States Department of Homeland Security, TSA, FAA, Environmental Protection Agency (EPA), OSHA, Aircraft Rescue Fire Fighting (ARFF) Standard Operating Guidelines, and the Airport

Certification Manual, the Airport's primary guiding documents; all as may be in existence, hereafter enacted, and amended from time to time.

SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO) – SASOs are sometimes known as service providers or special FBOs performing less than full services. These types of companies differ from a full service FBO in that they typically offer only specialized Commercial Aeronautical Services such as Aircraft sales, flight training, Aircraft maintenance, or avionics services for example. SASOs do not have the right to provide fueling services at the Airport.

SELF-FUELING - Self-fueling means the fueling of an aircraft by the owner of the aircraft with their own employees and using their own equipment. Self-fueling cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of their preference. Co-op fueling is not considered to be a self-fueler.

SELF-SERVICE - in addition to self-fueling, other self-service activities that can be performed by the aircraft owner with their own employees include activities such as maintaining, repairing, cleaning, and otherwise providing service to an owned aircraft provided the service is performed by the aircraft owner or their employees with resources supplied by the aircraft owner in accordance with all applicable Regulatory Requirements including, but not limited to, these Minimum Standards and the Airport's rules and Regulations.

SUBLEASE – an agreement entered into by an entity with an Operator that transfers rights or interests in Operator's Premises. Subleases are prohibited, unless the agreed upon in writing by the Authority, which may require other provisions or modifications to the agreement.

SUBLICENSE – a license granting rights to a person or company that is not the primary holder of such rights. Sublicenses are prohibited, unless the Authority grants prior written consent.

THROUGH-THE-FENCE OPERATION – when the Authority receives approval from the Federal Aviation Administration to grant an entity ground access by an Aircraft across the Airport's property boundary to the Airport's airside infrastructure (commonly known as through the-fence) for assessed fees, and permission to engage in associated Aeronautical Activities from property adjacent to the Airport. The obligation to make an Airport available for the use and benefit of the public does not impose any requirement for the Authority to permit ground access by Aircraft from adjacent property.

TRANSPORTATION SECURITY ADMINISTRATION (TSA) – the United States Department of Homeland Security's Transportation Security Administration.

SECTION 3. GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section as well as the Minimum Standards applicable to the Operators' Activities, as set forth in subsequent sections.

- A. EXPERIENCE/CAPABILITY** Operator shall have such business background and shall demonstrate its business capability and financial capacity to the satisfaction of, and in such manner as to meet the approval of the Authority. Any prospective Operator seeking to conduct a Commercial Aeronautical Activity at the Airport shall demonstrate that it has the resources necessary to realize the business objectives established by the Operator and the personnel, experience, equipment, and licenses necessary to operate in a safe and appropriate manner.
- B. AGREEMENT OR PERMIT REQUIRED** No entity shall be permitted to use any land or improvements, conduct any Commercial Aeronautical Activity or solicit business in connection therewith unless;
1. such activity is conducted in accordance with these Minimum Standards, as amended from time to time by the Authority;
 2. unless the entity has a valid agreement or permit with the Authority allowing the conduct of such specifically authorized activities on the Airport;
 3. pays all applicable fees and charges established by the Authority for granting such rights and privileges;
 4. and, has obtained all required local, state, federal including FAA certifications and/or licenses to perform the Commercial Aeronautical Activity.

In the event of a conflict between an Agreement/permit and the Minimum Standards, the Agreement shall govern. An Operator shall not engage in any Commercial Aeronautical Activity not specifically authorized by Agreement or permit.

- C. PAYMENTS OF RENTS, FEES, AND CHARGES** Operator shall pay the rents, fees, or other charges on time, as specified by the Authority for engaging in all Aeronautical Activities. The Authority may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the Authority by any legal means available to the Authority under any agreement and as provided by legal requirements. Operators shall comply with the policies and/or resolutions adopted by the Authority and within the terms of other written agreements with the Authority.
- D. PREMISES** Operators shall, at a minimum, lease the land and/or improvements or construct improvements as stipulated for the activity in these Minimum Standards. All aeronautical activities must be conducted on the Airport, and Through-the-Fence Operations are not permitted, unless approved in advance and in writing by the Authority and the Federal Aviation Administration in its sole and absolute discretion. Premises used for commercial purposes that require public access shall have the leased area include public access.
1. **Apron/Paved Tie-Downs** – Aprons/paved tie-downs (if required) must be adequately sized having a weight bearing capacity to accommodate the movement, staging, and parking of Operator's, Sub-lessee's or Sub-licensee's, and customer's Aircraft (if applicable) without

interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxi lanes or taxiways.

2. **Aprons** – Aprons associated with hangars shall be sufficient in size and strength to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities or Aircraft operating in taxilanes or taxiways.

E. PRODUCTS, SERVICES, AND FACILITIES Unless otherwise agreed to in writing, an FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of a FBO. Unless otherwise agreed to in writing, a Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Commercial Aeronautical Activities identified for a SASO. All Operator's are expected to:

1. provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers
2. charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers)
3. conduct activities in a safe, efficient, and first-class professional manner.

F. EXCLUSIVE RIGHTS In accordance with the airport sponsor assurances given to the federal and/or state government by the Authority as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or improvements that may be leased to an entity and then only to the extent provided in an agreement. However, an airport sponsor may elect to provide certain Commercial Aeronautical Activities directly (i.e., products, services, and facilities can be provided by the sponsor's employees using the sponsor's vehicles, equipment, and resources) in which case, the airport sponsor can exercise its proprietary Exclusive Right – as allowed in the assurances. The presence of only one Operator engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Authority not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an agreement with the Authority should neither expect nor request that other entities who also desire to engage in the same or similar Commercial Aeronautical Activities be excluded. The opportunity to engage in Commercial Aeronautical Activities shall be made available to those entities complying with the standards and requirements set forth in these Minimum Standards and as land and improvements may be available at the Airport. All uses shall be consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the Authority and the public, as determined by the Authority at its sole discretion.

G. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS Operator shall obtain, at Operator's sole cost and expense, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of entity's Aeronautical Activities at the Airport as required by the Authority or any other duly authorized Agency prior to engaging in any Aeronautical Activity at the Airport. Upon request, entity shall provide copies of such licenses, permits, certifications, or ratings to the Authority within 10 Business Days.

H. PERSONNEL Operator shall have courteous, properly trained, fully qualified and certified (if applicable) employees on duty and on premises, or readily available, during hours of activity. Operator shall have sufficient personnel as required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner. Specific hours of operation are detailed under each Commercial Aeronautical Activity and must be adhered to unless otherwise approved by the Authority. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

1. Employee Appearance and Conduct – Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall dress professionally applicable to the operation.
2. Employee shall not use the commercial terminal building hold room seating areas for employee break areas.

I. AIRCRAFT, VEHICLES, AND EQUIPMENT All required aircraft, vehicles, and equipment must be fully operational, functional, and available at all times and capable of providing all required products and services in a manner consistent with their intended use.

1. Aircraft, equipment, and vehicles may be unavailable, from time to time, temporarily for a reasonable time period, due to routine or emergency maintenance as long as:
 - a. appropriate measures are being taken to return the aircraft, equipment, or vehicle to service as soon as possible and
 - b. fully operational back-up aircraft, equipment, and vehicles are available at all times

J. SAFETY AND SECURITY The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest(s) of the Authority including preserving the assets of the Authority, protecting the safety and security of the people who work at and use the Airport, and maintaining the integrity of the Authority's mission, vision, values, goals, or objectives.

K. INDEMNIFICATION AND INSURANCE The Operator shall procure, maintain, and continuously have in effect throughout the term of its activities upon the Airport at Operator's sole expense, insurance of the types and in at least such minimum amounts as set forth in this document (see Appendix C).

1. Policy Change: All Agreements shall require a minimum of thirty (30) days prior written notice of any adverse material change in Operator's's required insurance coverage.
2. Insurer Ratings: All Operating Agreements shall require Operators to obtain all required insurance coverages from insurance companies that are approved to issue insurance policies in the State of North Carolina.
3. Indemnity: All Agreements shall contain a hold harmless and indemnity agreement in favor of the Authority.
4. Additional Insured: All insurance that the Operator is required by the Authority to carry and keep in

force outlined in these Minimum Standards or Agreement shall include an additional insured endorsement, except Professional Liability and Workers' Compensation Insurance. Any such endorsement shall include as additional insureds, the Greater Asheville Regional Airport Authority (including, without limitation, members of the Authority's Board, officers, agents, and employees).

5. Evidence of Insurance: All Agreements that specify a minimum insurance requirement shall require the Operator to provide evidence of Insurance in the form of a current ACORD certificate of insurance or its equivalent executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any endorsements required have been issued.
6. Automobile Liability Insurance: Each Operator operating one or more motor vehicles on the Authority's premises in the performance of their work shall purchase and maintain Automobile Liability Insurance in the amounts set forth in these Minimum Standards. Operators having unescorted access to the AOA at Greater Asheville Regional Airport Authority shall purchase and maintain Automobile Liability Insurance in accordance with Appendix C.
7. General Liability Insurance: Each Operator at the Greater Asheville Regional Airport Authority shall maintain Commercial General Liability Insurance in accordance with Appendix C. The Commercial General Liability Insurance policy for an Operator that operates a hangar facility shall include Hangar Keeper's Legal Liability Insurance.
8. Umbrella Liability Insurance: The minimum policy limit requirements under the Authority's policy may be met by a primary Liability Insurance Policy and an Umbrella or Excess Liability Policy.
9. Waiver of Subrogation: All contracts requiring Property Insurance shall contain a waiver of subrogation clause in favor of the Authority.
10. Workers' Compensation and Employers Liability Insurance: All Operators that have employees working on Authority property shall purchase and maintain Workers' Compensation and Employer's Liability Insurance, in policy limit amounts required by State of North Carolina, as may be updated from time to time.
11. Exceptions/Waivers: As may be necessary or in the best interests of the Authority to increase competition, reduce the Authority's expenses, or as otherwise may be deemed appropriate under the circumstances, the Authority's President & CEO or his or her Designee may waive, reduce, or otherwise modify any of the requirements of the Authority's Insurance Requirements, including, without limitation, reducing policy limit requirements, waiving certain coverage, or authorizing larger self-insured retentions.

L. TAXES AND ASSESSMENTS Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized entity associated with Operator's Premises (land and/or improvements), Operator's improvements on Premises, and/or Operator's Activities.

M. MULTIPLE ACTIVITIES When more than one activity is proposed, the activities will be reviewed by the Authority and, if deemed appropriate, the minimum requirements may vary depending upon the nature of each activity or combination of activities. While the requirements may not necessarily be

cumulative, the Operator will be required to meet the highest minimum standard among the multiple activities.

- N. NEW ACTIVITIES** Commercial Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards shall be developed at such time on a case-by-case basis for such activities and/or incorporated into the Operator's agreement or permit, in the event the Authority deems such activity is appropriate in its sole discretion.
- O. EXISTING AGREEMENTS** It is understood that the establishment of these Minimum Standards will not alter certain provisions or requirements of existing Agreements or Permits between the Authority and existing tenants as of October 1, 2025 unless the Authority deems the non-compliance to result in an unsafe operating environment. Existing tenants, however, are encouraged to comply with these Minimum Standards, as set forth herein, even if not contractually obligated to do so.
- P. CONSTRUCTION/ALTERATIONS** All alterations and improvements, including, but not limited to, offices, hangars, access roads, access taxiways, taxilanes, vehicle parking areas, and Aircraft parking areas, shall be in accordance with design and construction standards established by the Authority and in accordance with applicable federal, state, and local codes, ordinances, laws, rules, and regulations. Operator shall not proceed with any construction or remodeling on the Premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including the Authority.
- Q. SUBLICENSE/SUBLEASE ACTIVITY** All Sublicense/Sublease Agreements require the prior written approval of the Authority, which consent may be withheld in the sole discretion of the Authority with the exception for FBO Operators that routinely Sublease space in the normal course of their business (i.e. Subleasing hangar space for based or itinerant Aircraft).
- R. COMPLIANCE WITH REGULATORY REQUIREMENTS** Each Operator shall comply with applicable federal, state, and local laws and all rules, regulations, orders, certificates, or permits required by the FAA, TSA, Authority, and any other federal, state, or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as well as comply with Environmental Laws and local fire regulations, as may currently exist, be developed in the future, or be modified from time to time. Operators shall immediately report to the Authority all violations of applicable federal, state, and local laws, rules, regulations, orders, certificates, or permits whether caused by the Operator, or its personnel, tenants, customers, guests, or agents. Operators shall further immediately notify the Authority of any unauthorized use of Airport property for non-aeronautical purposes by personnel, tenants, customers, guests, or agents.
- S. NON-INTERFERENCE** Operator shall keep the sound level of its operations as reasonably low as possible and shall not produce any lighting, electrical, electronic, or other disturbance that interferes with the operation of the Authority, the FAA, commercial airlines or navigation, communication or flight equipment on the Airport, or on Aircraft using the Airport.
- T. FINANCIAL RESPONSIBILITY** Each prospective Operator shall provide evidence, satisfactory to the Authority, of its financial responsibility. The prospective Operator shall also demonstrate financial

capability to initiate operations, to construct proposed Facilities, and to provide working capital to carry on the contemplated Commercial Aeronautical Activity(ies).

U. VIOLATIONS Any violation of these Minimum Standards may result in the loss of the right to operate at the Airport and/or termination of an Agreement or permit, as provided in the applicable Agreement. Additionally, any violation of these Minimum Standards are subject to those administrative penalties outlined in the Authority's Rules and Regulations. These Minimum Standards shall be in full force and effect from and after their passage and adoption.

MINIMUM STANDARDS

The following standards have been developed after consideration of the above elements with attention to their applicability at the Asheville Regional Authority. The standards are grouped according to the specific type of activities to which they pertain and any applicant desiring to provide these services at the Airport must meet the standards pertaining to that type of aeronautical service. The standards set forth herein are the minimum which the Authority will require in agreements authorizing an entity to provide an Aeronautical Service at the Airport, and, unless specifically limited herein, do not preclude the applicant from seeking greater operating authority than the minimum required. The Authority reserves the right to adjust and/or combine the square footage of building space or area required herein for each Commercial Aeronautical Service if more than one Commercial Aeronautical Service is to be provided by one entity. The Authority reserves the right to review and amend these Minimum Standards as necessary.

SECTION 4. FIXED BASE OPERATOR (FBO)

A. DEFINITION: An FBO is a commercial Operator engaged in the sale of products, services, and facilities to include, at a minimum, the following Commercial Aeronautical Activities at the Airport:

1. Aviation Fuels (Jet A and 100LL) Only Fixed Based Operators shall be permitted to engage in the public business of sales and dispensing of aviation fuels. No other Operator shall be permitted to engage in these specific aeronautical business activities.

a. Fuel Storage

- i. FBO shall develop, own, and/or lease a fuel storage facility at the Airport, unless otherwise required or authorized, in a location consistent with the Airport Master Plan, ALP, and approved by the Authority.
- ii. Fuel storage facility shall have total capacity for three days peak supply of aviation Fuel for each type of Fuel being provided by FBO. In no event shall the total storage capacity be less than:
 - i. One 30,000 gallon tank for Jet Fuel (Jet A) storage and
 - ii. One 10,000 gallon tank for Avgas (100LL) storage
- iii. FBO shall have appropriate storage for waste Fuel or test samples or the capability to recycle same.
- iv. FBO shall provide the Authority with a written Spill Prevention Counter measures Control (SPCC) plan that meets Regulatory Requirements for Fuel storage facilities and FBO Aeronautical Activities. An updated copy of the SPCC shall be filed with the Authority at least 20 Business Days prior to any scheduled changes in operations.
- v. Fuel delivered, stored, or dispensed by FBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FBO.

b. Fueling Equipment

- i. FBO shall comply with the following requirements for Refueling Vehicles for each type of Fuel being provided by FBO.
 - ii. FBO shall have at least two Jet Fuel Refueling Vehicles, one of which having a capacity of at least 3,000 gallons.
 - iii. FBO shall have at least one Avgas Refueling Vehicles, one of which having a capacity of at least 750 gallons.
 - iv. Total mobile fuel dispensing equipment shall not be permitted as fuel storage facilities and shall not be considered to assist in meeting total fuel storage requirements.
 - v. Mobile refueling vehicles (Refuelers), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel (Jet A Refuelers shall have the capability to provide “over-the-wing”, “single point”, and “bottom-loading” capability).
 - vi. Each Refueling Vehicle and all fueling equipment shall be equipped and maintained to comply with all applicable Regulatory Requirements including, without limitation, those prescribed by:
 - i. State of North Carolina and the Greater Asheville Regional Airport Authority. NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 “Handling/Storing of Hazardous Substances and Materials”; and Applicable Advisory Circulars including AC 00-34 “Aircraft Ground Handling and Servicing” and AC 150/5210-5 “Painting, Marking and: Lighting of Vehicles Used on an Airport AOA, and installation of an emergency shutdown system, NFPA 4075.1.12 and 6.1.3.12.2.7
 - vii. Adequate bonding wires continuously inspected and maintained, on all fueling equipment. Spill kits for both fixed and mobile fuel storage tanks.
 - viii. An adequate supply of properly located fire extinguishers, safety controls, and/or protection equipment as required by applicable fire codes.
 - ix. With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.
- c. **Backup Equipment:** An FBO shall be required to have immediate access to the use and operation of a temporary replacement refueler should the primary vehicle used to meet these Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which refueler shall be made available to FBO. Copies of such agreement shall be made available to the Authority upon request.
- d. **Aircraft lubricants.** FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste.

2. Passenger, crew and aircraft ground services, support and amenities

For passenger, crew, support and Aircraft ground services FBO shall:

- a. Meet, direct, and park all Aircraft arriving on FBO's owned and/or leased Apron with exception of Aircraft having a designated parking space and Aircraft for which such service has been declined by the Aircraft Operator;
- b. Provide or arrange for transportation for ground handling, passengers, crew, and baggage, as appropriate;
- c. Provide adequate loading, unloading, and towing equipment (tugs and tow bars) to safely and efficiently move Aircraft as necessary
- d. Provide public restrooms to itinerant Aircraft Operators.
- e. Provide crew and pilot lounge;
- f. Provide oxygen, nitrogen, and compressed air services;
- g. Provide lavatory services;
- h. Provide Aircraft AC and DC ground power;
- i. Be able to make crew and passenger ground transportation arrangements (e.g., Chauffeured limousine, shuttle, rental car, etc.) and accommodation arrangements
- j. Be able to make Aircraft catering arrangements.

3. Aircraft maintenance and repair services in accordance with FAR 145 – Repair Stations. For Aircraft Maintenance FBO shall:

Provide Aircraft Maintenance in accordance with these Minimum Standards including at a minimum Maintenance (as defined in 14 CFR Part 43) for Piston and Turboprop Aircraft. An FBO can meet these requirements through agreement with an authorized Operator at the Airport who meets the Minimum Standards for Aircraft Maintenance Operator.

- a. Be able to provide Aircraft Line Maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight;
- b. Provide rescue/removal emergency services from the runways and taxiways or other airfield area for General Aviation Aircraft.
- c. Be able to provide wheel and brake and battery service
- d. Provide a compressed air unit, a ground power unit, equipment for inflating Aircraft tires, washing Aircraft and Aircraft windows; oxygen and nitrogen; equipment to clean and deodorize both the interior and exterior of Aircraft including a lavatory cart; radio contact to service personnel; ground power units, and crew/courtesy vehicle; sufficient spill kits including at least one mobile spill kit, a sufficient number of certified fire extinguishers for all interior and exterior areas and all other reasonably appropriate equipment for the provision of FBO or Maintenance services.
- e. FBO shall provide, at a minimum, Type I Aircraft deicing services equipment sufficient to deice the largest Aircraft normally frequenting the FBO. Although not required, it is desirable for the FBO to provide Type IV Aircraft deicing services. The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO.

4. Aircraft parking and storage

- a. Provide tie-down facilities and equipment including rope, chains, and other types of restraining devices (e.g. wheel chocks) upon the FBO's owned and/or leased Apron;

5. Aircraft hangars.

- a. Provide hangar storage of Aircraft upon the FBO's Leased Premises, to include in-out service.

6. Other Services

- a. FBO may provide other services outlined in these Minimum Standards provided all requirements for that service are met in addition to the requirements outlined in minimum requirements for the FBO. Any such additional services shall be approved by the Authority.

- B. PREMISES:** FBO shall lease total ground area shall be at least seven (7) contiguous acres; 304,920 square feet to provide the minimum required services. FBO may be permitted to have additional non-contiguous land for its operations.

Ground (includes all)	304,920 SF	7.0 acres
Ramp	217,800 SF	5.0 acres
Building/Facility	5,000 SF	
Lounge Area	700	
Customer Area	2,500	
Pilot Areas	300	
Administrative Area	1,000	
Public Restrooms	500	
Fuel Area	20,000 SF	
Hangar/Maintenance Areas	35,000 SF	
Auto Parking	14,000 SF	40 spaces

1. Apron/Ramp

The aircraft parking apron/ramp must be a minimum of 217,800 square feet.

2. Building/Facility

Must lease or construct 5,000 square feet of lounge, offices, flight planning facilities, pilot waiting areas, and public restrooms. An administrative area of 1,000 square feet having adequate and dedicated space for employee offices, work areas, and storage. Customers shall have immediate access to FBO's customer lounge, public use telephones, and restrooms.

Must lease or construct building to provide a minimum of 35,000 square feet for aircraft storage and maintenance

Maintenance hangar area shall not be less than 10,000 square feet on a standalone basis or within another structure with a door height of at least 30 feet and door width of 105 feet.

If the FBO engages in additional Commercial Activities (beyond those required in this section), the FBO shall comply with the space requirements stipulated for each additional activity; however, the requirements shall not necessarily be cumulative.

C. PERSONNEL: The manager of FBO's Aeronautical Activities shall have at least three years recent experience managing a comparable Aeronautical Activity in a similar market. Operator shall have in its employ, on duty, and on premises or readily available during hours of activity, courteous, properly trained, fully qualified and certified (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

1. **Employee Appearance and Conduct:** Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms or other suitable business attire consisting of a clean shirt or blouse (bearing company logo), pants or skirt, and shoes or dress boots with socks (no open-toed shoes permitted). Uniforms will be of a consistent color theme. Employees shall be trained by Operator to render high quality, courteous, and efficient service. Operator shall closely supervise service personnel to assure a high standard of service.
2. During all operating hours, FBO shall employ and have on duty trained personnel including, without limitation, appropriate supervisory and managerial personnel in such numbers and with such certificates and ratings as are required to meet the Minimum Standards, in an efficient manner, for all Minimum and Optional Services being provided by the FBO.
3. Operators are strongly encouraged to train their personnel in accordance with National Air Transportation Association's (NATA) Safety First guidelines or its equivalent. FAR Part 139 requires FAA approved fuel training every twelve (12) consecutive months and retain training records for twelve (12) months.

D. HOURS OF ACTIVITY: FBO facility and services shall be available 24 hours a day seven (7) days a week, including holidays. Aircraft fueling, parking, and passenger, crew, and Aircraft ground services, and support shall be continuously offered and available to meet reasonable demands of customers for this Aeronautical Activity between the hours of 4:00 a.m. (local) and 12:00 midnight (local), 7 days a week including holidays.

1. Fueling/line service personnel are not required to be on-site between the hours of 12:00 a.m. and 4:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes.
2. FBO shall ensure that its personnel have a means of communication (i.e. portable radio) for immediate emergency notification during times when the primary phone is not staffed.

3. The Authority reserves the right to require that facilities be open and staffed during other times based upon the public benefit and/or need.

- E. AIRCRAFT RECOVERY/REMOVAL:** In order to maintain the operational readiness of the Airport, within thirty (30) minutes upon request, the FBO shall begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based at the FBO), from the airfield during the hours identified under hours of activity. FBOs shall develop and maintain a procedure resource list and contact names to assist with the removal of disabled Aircraft. The resource list and contact names must be kept current at all times and provided to the Airport upon request. Aircraft maintenance and Aircraft recovery/removal services shall be available 24 hours per day including holidays. Maintenance/recovery personnel are not required to be on-site between the hours of 12:00 a.m. and 4:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes. It is the responsibility of the FBO for aircraft removal.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. PROHIBITED SERVICES AND ACTIVITIES:** Except as incidental to its charter or other operations, FBOs shall not conduct or permit in-flight catering services for air carriers, ground catering, restaurant, or lounge operations on or from the Premises without prior written consent of the Authority and with provisions for the payment of rent or percentage of rent as the Authority may prescribe. FBOs shall not use their Premises or Permitted Area for nonaeronautical land uses and activities and shall be further prohibited from engaging in commercial automobile leasing, commercial taxi or limousine services, selling or distributing alcoholic beverages, operating a paid public parking area, or other service not previously authorized in writing by the Authority.
- H. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 5 AIRCRAFT LINE MAINTENANCE OPERATOR (SASO)

- A. DEFINITION:** An Aircraft Line Maintenance Operator is a commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by and under the full and exclusive control of Operator. In addition to the General Requirements set forth in Section 2, Operator shall fully comply with the following minimum standards set forth in this section.
- B. PREMISES:** The Operator shall lease enough land to provide space for hangars and other buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities.
1. All required improvements including apron, facilities, and vehicle parking shall be located on contiguous land.
 2. Facilities shall include customer, administrative, maintenance and hangar area.
 - a. Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.
 - b. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
 - c. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and equipment.
 - d. Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance, whichever is greater.
 - e. Equipment parking needs will likewise be handled individually. However, due to the limited space for equipment and vehicle parking on the Airside, all vehicles are to be removed from the Air Operations Area (AOA) between service calls.
- C. LICENCES AND CERTIFICATIONS:** Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.
- D. PERSONNEL**
- The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe, power plant or an aircraft inspector rating, plus one (1) additional person not necessarily rated. The Operator shall maintain during business hours, a qualified person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Operator
- E. HOURS OF ACTIVITY:** Operator shall make their services available five days per week and holidays and after hours or on-call services shall be provided with a response time not to exceed one hour.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in **Appendix C** of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 6. AIRCRAFT MAINTENANCE AND REPAIR, SALE OF AIRCRAFT PARTS (SASO)

- A. DEFINITION:** An Aircraft Maintenance Operator is a person, firm, corporation or other entity providing maintenance, repair, rebuilding, alteration and/or inspection of an aircraft or any of its component parts. An Aircraft Maintenance Operator must be certified by the Federal Aviation Administration under FAR 145 to perform aircraft maintenance and shall provide only those maintenance and inspection services permitted by its FAA certification. This category shall also include the sale of aircraft parts and accessories, but such is not an Exclusive Right.
- B. PREMISES:** The Operator shall lease enough land to provide space for hangars and other buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities.
1. **Hangars and Other Buildings:** The Operator shall lease or construct hangar facilities to support its activities as proposed to Authority. In addition to the hangar, the Operator must provide adequate and properly illuminated and conditioned space for offices and shops.
 2. **Aircraft Apron:** The Operator shall construct paved aircraft parking and storage area to support its activities.
- C. AIRCRAFT SERVICE EQUIPMENT:**
1. The Aircraft Maintenance Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories.
 2. One aircraft tug of sufficient power or braking weight to handle any aircraft that the operator is permitted to service under the operator's FAA certificate.
 3. All of the tools and equipment required under the operator's FAA certificate.
- D. PERSONNEL:** The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe, power plant or an aircraft inspector rating, plus one (1) additional person not necessarily rated. The Operator shall maintain during business hours, a qualified person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.
- E. HOURS OF ACTIVITY:** Shall have the Lease of Premises open and services available at least five (5) days a week with a 24-hour emergency contact telephone number. The Operator shall provide for services during off-hours through an "on-call" system and response time within one hour.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement; however, aircraft parts without markup will not be assessed a percentage fee to the Authority.

SECTION 7. AIRCRAFT SALES OPERATOR (SASO)

- A. DEFINITION:** An Aircraft Sales Operator is a Commercial Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period. Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards set forth in this section.
1. **New Aircraft Sales:** Operator shall engage in the sale of new Aircraft through licensed brokers and other appropriately certified aircraft sales representatives (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.
 2. **Used Aircraft Sales:** Operator shall engage in the purchase and/or sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.
 3. **General:** Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product available for demonstration.
- B. PREMISES:** Building/Facility shall include a customer area having adequate space for, or immediate access to, customer lounge, public use restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage. The amount of space will be determined by the proposed activity.
- C. EQUIPMENT:** Operator shall have access to an inventory of spare parts for the type of new Aircraft for which sales privileges are granted.
- D. HOURS OF ACTIVITY:** Operator shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.
- E. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- F. RENTS, FEES, AND CHARGES:** As specified in the Agreement; however, aircraft sales will not be assessed a percentage fee to the Authority.

SECTION 8. AIRCRAFT RENTAL (SASO)

- A. DEFINITION:** An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities.
- B. PREMISES:** The Operator shall lease enough land to provide space for buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities. The amount of leased space shall be determined by the proposed activity and aircraft type to support the operations.
- C. PERSONNEL:** The Operator shall have adequate personnel, and shall have in its employ and on duty during hours of activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed– and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one. In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all aircraft available for rental.
- D. EQUIPMENT:** The Operator shall have available for rental, either owned or under written lease to the Operator, at least one certified and currently airworthy aircraft.
- E. HOURS OF ACTIVITY:** Operator will publicly post normal hours of operation which may be revised seasonally or as required during periods of adverse flying weather.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 9. FLIGHT TRAINING (SASO)

- A. DEFINITION:** An Aircraft Flight Instruction Operator is an entity engaged in instructing pilots in dual and solo operation of aircraft and providing such related ground school instruction as is necessary for taking a written examination and flight
- B. PREMISES AND EQUIPMENT:** The Operator shall lease or construct paved aircraft parking and storage area to support its activities. Provide sufficient automobile parking space in accordance with local building and zoning code requirements. Demonstrate that it has available (either within its Premises or within its Permitted Area) a paved aircraft parking apron, with taxiway access, sufficient for the parking of aircraft to be used in the operation.
1. Provide, at a minimum, adequate mock-ups, still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction.
 2. Provide flight instruction services certificated by the FAA in compliance with either 14 CFR Part 61 or 14 CFR Part 141.
 3. Provide a sufficient number of airworthy aircraft, to meet customer demand, suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed; one of these aircraft must be instrument flight rules (IFR) capable with four seats. Aircraft shall be stored and maintained in a manner to ensure that the Aircraft remains continuously airworthy.
 4. Provide a sufficient number of IFR flight simulators capable of simulating flight in a reciprocating-engine aircraft.
- C. PERSONNEL:** The Operator shall have adequate personnel, including at least one FAA certificated flight instructor who is qualified and competent to perform the duties to which that instructor is assigned. Commercial pilot certificate with appropriate ratings, including instructor rating. Provide sufficient personnel to provide on-demand ground school instruction sufficient to enable students to satisfactorily pass the FAA written examinations for a private pilot, instrument rating and commercial. Provide sufficient personnel, properly certificated by the FAA as a flight instructor, to provide the type of instruction being offered. Operator shall have in his employ and on duty during hours of activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one. In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all aircraft available for rental.
- D. HOURS OF ACTIVITY:** Hours of operation shall be six days a week as determined in conjunction with the Authority based upon the nature of the proposed Commercial Aeronautical Activity.
- E. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- F. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 10. AVIONIC OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

- A. DEFINITION:** An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments). Avionics or Instrument Maintenance Operator at the Airport shall comply with the following Minimum Standards. The Operator shall hold the appropriate repair station certificates issued by FAA for the types of equipment being serviced and/or installed.
- B. PREMISES:** The Operator shall lease enough land to provide space for buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities which shall be determined by the Authority based on the proposed Commercial Operation.
- C. PERSONNEL:** The Operator shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than one person who is an FAA rated radio, instrument or propeller repairman.
- D. EQUIPMENT:** The Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories. All of the tools and equipment required under the operator's FAA certificate.
- E. HOURS OF ACTIVITY:** Shall have the Leased Premises open and services available at least eight (8) hours a day, five (5) days a week with an emergency contact number, and on-call services available.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 11. AIRCRAFT CHARTER AND AIR TAXI (SASO)

- A. DEFINITION:** An on demand, or scheduled air charter or air taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under CFR 14 Part 135 of the Federal Aviation Regulations.
- B. PREMISES:** The Operator shall lease enough land to provide space for buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities which shall be determined by the Authority based on the proposed Commercial Operation.
- C. PERSONNEL:** Operator shall:
1. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than one FAA-certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Operator.
 2. Proper licenses and operate in conformance with all appropriate FAA regulations.
 3. Hold a proper Commercial Operator certificate and own or have available to it under written lease no fewer than one airworthy Aircraft suitably equipped for meeting the requirements of the FAA with respect to the type of operation to be performed and equipped for and capable of use under instrument condition that meet the requirements 14 CFR Parts 119 and 135.
 4. Have available sufficient qualified operating crews or satisfactory number of Personnel for checking in passengers, handling of luggage, ticketing, and/or furnishing or arranging for suitable ground transportation.
- D. AIRCRAFT EQUIPMENT:** The Operator shall provide, either owned or under written lease, intended to be used by the Operator, at a minimum either one (1) single-engine four-place aircraft or one (1) multi-engine aircraft, both of which must meet the requirements of the air taxi commercial certificate held by the Operator. All aircraft shall be certified for instrument operations.
- E. HOURS OF ACTIVITY:** Hours of operation shall be available seven days a week as determined in conjunction with the Authority based upon the nature of the proposed Commercial Aeronautical Activity. Operator shall further be available 24-hours per day based on prior arrangement with customer.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 12. AIRCRAFT STORAGE OPERATOR (SASO)

- A. DEFINITION:** An Aircraft Storage Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of subleasing (to the public) T-hangar Aircraft storage facilities, box, or community-style hangars. Aircraft Storage Operator at the Airport shall comply with the following Minimum Standards.
- B. PREMISES:** Operators must lease a minimum of one acre. The minimum square footage of building space at the Asheville Regional Airport must be 10,000 square feet plus additional apron and taxilane space to accommodate the type Aircraft using the facility.
1. Hangar area(s) may be subdivided in units of no less than 1,000 square feet for the purposes of creating T-Hangars and/or box hangars style hangars to accommodate multiple small Aircraft. Aircraft Storage Operator must provide and maintain aircraft towing equipment and tow bars for the size and type of Aircraft stored and have personnel trained in safe towing methods.
 2. Aircraft Storage Operator will provide and maintain restroom facilities for hangar tenants and appropriately sized dumpsters for waste products for tenants. A list of all tenants with emergency contact information shall be provided and kept current with the Authority.
- C. HOURS OF ACTIVITY:** Operator shall ensure the facilities are available for use (and readily accessible) 24-hours per day, 7-days per week including holidays for its customers of the facilities.
- D. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- E. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 13. NON-COMMERCIAL PRIVATE HANGAR OPERATOR

- A. DEFINITION:** A Non-Commercial Private Hangar Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing owned Aircraft used for Private Non-Commercial purposes only. Non-Commercial Hangar Operator at the Airport shall comply with the following minimum standards.
1. Operator shall only use the Premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Private Non-Commercial purposes. If Aircraft is leased, Operator shall provide the CEO with a copy of the Aircraft lease. The CEO will determine if an Aircraft lease is commercially reasonable.
 2. No Commercial Activity of any kind shall be permitted on or from the Premises. Operator shall not be permitted to Sublease (or share*) any portion of the Premises to any other entity. Operator shall not barter, trade, or exchange any aeronautical goods and services with any other entity. Operator shall not participate in any cooperative** Aeronautical Activities with any other entity (i.e., engage in any joint activities or share any resources).
 3. Premises may only be used to store aircraft and related support tools.
 4. Operator may maintain, repair, clean, and/or otherwise service its own Aircraft (as defined in this section) in accordance with all applicable regulatory requirements provided the Operator does so himself or the Operator's own employees, vehicles, equipment, and resources are utilized.
- *Share shall mean to participate in, use, enjoy or experience jointly or in turns.*
***Cooperative shall mean performed in cooperation with others*
- B. PREMISES:** The leased premises will be dependent upon the aircraft size to be hangared and the use requested, however a minimum of one acre (43,560 square feet) of land will be required to lease at fair market value rental rates, unless the proposed non-commercial private hangar is determined by the Authority to require less space. The infrastructure required to develop a hangar will include apron/ramp areas, auto parking, and hangar. All development requests are subject to availability of land.
- C. OWNERSHIP STRUCTURE:** The hangar/building shall be owned by a single entity and all Aircraft, vehicles, and/or equipment stored in (or operating out of) hangar must be owned and/or leased and under the full and exclusive control of the same entity. By prior written Authority approval, a major shareholder, partner, member or Owner of the same entity may utilize the hangar for storage of Aircraft owned by the individual or by another entity owned and controlled by that individual, subject to the same conditions stipulated in this section.
- D. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- E. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 14. AIRCRAFT DETAILING SERVICES (SASO)

A. DEFINITION: An Aircraft Detailing Service will be permitted to provide aircraft cleaning and detailing services pursuant to the following Minimum Standards.

B. PREMISES: The Operator is authorized to provide aircraft owners requesting aircraft detailing services within the general aviation area at the airport.

An Aircraft Detailing Service provider shall:

1. Obtain a business license as may be required by Buncombe or Henderson Counties, North Carolina and/or the State of North Carolina and provide a copy to the Authority.
2. Identify the specific aircraft and the owner(s) or lessee(s) of those aircraft for which the Commercial Aeronautical Activity will be performed.
3. Demonstrate to the Authority that an adequate leased area is available to conduct the proposed Commercial Aeronautical Activity at the Airport.

C. EQUIPMENT: The Operator is allowed to conduct aircraft washing and detailing services on interior and exterior of aircraft. The operator will not use water, and any exterior cleaning will be conducted by using a dry wash and wax method with products that are applied directly to the aircraft, which are allowed to dry then removed.

D. HOURS OF ACTIVITY: Shall be business open and services available at least eight (8) hours a day, five (5) days a week with an emergency contact number.

E. INSURANCE: Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.

F. RENTS, FEES, AND CHARGES: As specified in the Agreement.

SECTION 15. SPECIALIZED COMMERCIAL FLYING SERVICES (SASO)

- A. DEFINITION:** A specialized commercial flying services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:
1. No-stop sightseeing flights that begin and end at the same airport.
 2. Crop dusting, seeding, spraying and bird chasing.
 3. Banner towing and aerial advertising.
 4. Aerial photography or survey.
 5. Power line or pipe line patrol.
 6. Fire Fighting
 7. Other Aeronautical Activities
- B. PREMISES:** The operator shall lease enough land to provide space for buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities.
1. Buildings: For each Operation, must lease 200 square feet of combined offices, and support space, and provide access to public restrooms and telephone facilities.
 2. Aircraft Apron: The Operator shall lease paved aircraft parking and storage area to support its activities.
 3. Other Requirements: In the case of crop dusting or aerial application, the Operator shall make suitable arrangements and have such space available in the leased area for safe loading and unloading and storage and containment of chemical materials. A written emergency plan for the handling of hazardous materials will be required to be submitted and approved by the Authority prior to allowing authorization of services. All spills should immediately be reported to the Authority. All companies shall demonstrate that they have the availability of aircraft suitably equipped and certified for the particular type of operation they intend to perform.
- C. PERSONNEL:** The Operator shall have in his employment, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards.
- D. HOURS OF ACTIVITY:** The Operator shall have the Leased Premises open and services available at least five (5) days a week and may be altered by the Authority based on the Operator activities.
- E. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- F. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 16. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES

- A. DEFINITION:** Commercial Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards shall be developed at such time on a case-by-case basis for such activities and/or incorporated into the Operator's agreement or permit, in the event the Authority deems such activity is appropriate in its sole discretion.

SECTION 17. NON-COMMERCIAL OPERATOR - PRIVATE FLYING CLUBS

- A. DEFINITION:** A Flying Club is a non-profit organization organized for the express purpose of providing its members with an aircraft(s) for their personal use and enjoyment only.
- B. PERSONNEL:** Each club must be registered as a non-profit corporation or partnership. Each member must be a bona fide co-owner of the aircraft or stockholder in the corporation. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual operation, maintenance, and replacement of its aircraft.
- C. OTHER REQUIREMENTS:**
1. The club will file and keep current with the Authority, a complete list of the club's membership and investment share held by each member.
 2. The club's aircraft will not be used by other than bona fide members for rental and will not be used by anyone for commercial operations.
 3. Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require a certificated mechanic. All other maintenance must be provided by a Lessee based at the Airport who provides such service.
- D. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority for any based aircraft owned by the Flying Club and its owners, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- E. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

SECTION 18. APPLICABILITY

APPLICATION

Application to perform Aeronautical Services must be made in accordance with these Minimum Standards and signed by all parties owning an interest in the business including each partner, director, or corporate officer. The application is attached to this document as Appendix "A".

The original application, together with all required documentation, shall be submitted to:

ATTN: Vice President Business Development & Properties
Greater Asheville Regional Airport Authority
Asheville Regional Airport
61 Terminal Drive, Suite 1
Fletcher, NC 28732

Applicants shall furnish the following supporting documents as evidence of organizational and financial capability to provide the proposed activities:

1. Business Plan - a written proposal detailing the nature of the proposed Aeronautical Service to be provided and how the plan meets the relevant Minimum Standards. (see Appendix B).
2. Financial Statement - a current financial statement prepared in accordance with standard accounting principles by a certified public accountant (CPA). Applicant must submit a report from all principals for a corporation or partnership. The Airport shall be entitled to consider the financial statement in evaluating the applicant's financial ability to provide reasonable, safe and adequate Aeronautical Services to the public.
3. Credit Report - a current credit report covering all business activities in which the applicant has participated within the past ten years. Applicant must submit a report for all principals for a corporation or partnership.
4. Personnel - a listing, with resumes, of key personnel to be assigned to the Asheville Regional Airport along with a description of their duties and responsibilities.
5. Evidence of Insurance with policy coverage; conditioned on the faithful performance of an agreement that conforms to the requirements of the Airport Authority's Insurance Requirements as outlined in these Minimum Standards (see Appendix C).
6. Current Agreements - Where applicable, a copy of any signed written agreement/contract between the applicant and an airline or tenant currently serving Asheville Regional Airport (AVL) indicating that the applicant meets the airline's standards for services to be provided.
7. Application Deposit/Fee - The Authority reserves the right to request a deposit and/or charge a fee with the submittal of the application to indicate the good faith intentions of the applicant and/or offset any costs incurred by the Authority in the approval of the application.
8. Bankruptcy - Identify any and all bankruptcies relating to the entity, and the entity's principals.
9. Violations - Disclose any and all documented violations by entity and/or entity's principals of Federal Aviation Administration Regulations.
10. Additional Information - Such other information as the Authority may require.

ACTION ON APPLICATION

The Authority may deny any application, or reject proposal to operate any Aeronautical Service on the Airport, if, in its opinion, it finds any one or more of the following:

- a. The applicant does not meet published qualifications, standards and requirements established by these Minimum Standards.
- b. The applicant has supplied the Authority, or any other person, with false or misleading information or has failed to make full disclosure in their application or in the supporting documents.
- c. There is no appropriate, adequate or available space on the Airport to accommodate the applicant at the time of application.
- d. The proposed activity construction/development plans conflict with the Airport's Approved Airport Layout Plan, or which will create a safety hazard as determined by the Authority or by the FAA through the review Form 7460-1.
- e. The proposed activity construction/development requires the Authority to spend funds or to supply materials/staff resources that the Authority is unwilling to spend or supply.
- f. The proposed activity construction/development will result in depriving existing Operators of portions of the area in which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present Operators or prevent free access to such operations.
- g. The proposed activity or operations have been or could be detrimental to the Airport.
- h. The applicant has violated any of the Asheville Regional Authority Minimum Standards and/or Rules and Regulations, or the standards and regulations of any other airport, the Civil Air Regulations, the Federal Aviation Regulations, any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.
- i. The applicant has defaulted in the performance of any lease or other agreement with the Authority.

- j. The applicant's credit report contains information that would create questions regarding the applicant's abilities to conduct the proposed operation, including but not limited to, delinquencies, judgments, and foreclosures.
- k. The applicant does not have, or appear to have, access to the operating capital necessary to conduct the proposed operation.
- l. The applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the Authority, the FAA or other appropriate governmental entities.
- m. The applicant has been convicted of any crime, or has violated any local, state or federal laws.
- n. The Authority determines that the proposal is not in the best interest of the health, safety, welfare, necessity or convenience of the traveling public or airport.
- o. The applicant is unable to qualify for unescorted access to the Airport Security Areas as required by Title 49 of the Code of Federal Regulations Part 1542.209 or Part 1544.229. These requirements include criminal history records checks.

The Minimum Standards shall apply to entities approved by the Authority to provide Commercial Aeronautical Activities at the Airport as applicable; except:

- 1. Any activity other than Commercial Aeronautical Activities, including, without limitation, individuals storing their own aircraft.
- 2. Private Flying Clubs so long as the Private Flying is not operated for commercial purposes for / to non-members.
- 4. Self-servicing and self-fueling by an owner of aircraft, which must follow the Airport Rules and Regulations or other requirements established by the Authority to conduct any such activity.
- 5. Itinerant Operator.

SECTION 19. EXHIBITS

APPENDIX "A" - APPLICATION FOR COMMERCIAL BUSINESSES

SECTION A – COMPANY INFORMATION

a.	Company Name (As it will appear on the permit. Please specify Corporation, Joint Venture, Sole Proprietorship)	
b.	Corporate Name if (a) is a d/b/a:	
c.	Type of Entity	
d.	State of Incorporation:	
e.	Date of Incorporation:	
f.	List of corporate officers	

SECTION B – SERVICE PROPOSAL

Check below the services that the applicant is requesting to provide Airport Tenants/Users and include a business plan giving details of the proposed aeronautical service:

- ☐ Full Service Fixed Base Operator
- ☐ Aircraft Line Maintenance Operator (SASO)
- ☐ Aircraft Maintenance and Repair, Sale of Aircraft Parts (SASO)
- ☐ Aircraft Sales Operator (SASO)
- ☐ Aircraft Rental (SASO)
- ☐ Flight Training (SASO)
- ☐ Avionics or Instrument Maintenance Operator (SASO)
- ☐ Aircraft Charter and Air Taxi (SASO)
- ☐ Aircraft Storage Operator (SASO)
- ☐ Non-Commercial Private Hangar Operator (SASO)
- ☐ Aircraft Detailing Services Operator (SASO)
- ☐ Specialized Flying Club Services
- ☐ Other Commercial Aeronautical Activities (SASO)
- ☐ Non-Commercial Operator Private Flying Club

SECTION C – CONTACT INFORMATION

a.	Corporate Address:	
	Web Site:	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	

b.	Local Address (if different):	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	

c.	Authorized Representative:	
	Title:	
	Address:	
	Phone Number:	

	Legal Notice Address:	
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SECTION D – BUSINESS BACKGROUND

- a. Number of Years in business:
- b. Type of Fixed Base Operator and or Specialized Aeronautical Services Operator Aeronautical Service Activities engaged in and number of years for each type (e.g. FBO – 10 years, Aircraft Maintenance - 5 years, etc.)

	Type of Activity	Number of Years	Location (Airport)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

SECTION E – REFERENCES

Please provide the name, address and telephone number of an airport employee who supervised or is otherwise familiar with your activities at each airport where you operated during the past three (3) years (attach additional sheets as necessary):

Reference 1

Contact Person:			
Company			
Title:			
Address:			
Phone Number:			
Cell Phone:		E-mail address:	

Reference 2

Contact Person:			
Company			
Title:			
Address:			
Phone Number:			
Cell Phone:		E-mail address:	

Reference 3

Contact Person:			
Company			
Title:			
Address:			
Phone Number:			
Cell Phone:		E-mail address:	

Reference 4

Contact Person:			
Company			
Title:			
Address:			
Phone Number:			
Cell Phone:		E-mail address:	

SECTION F– MANAGEMENT EXPERIENCE

Please submit a resume of the owner or manager who will supervise the activities of proposed Commercial Aeronautical Activities at the Airport. Please ensure that the experience of such owner or manager, including type of experience, number of years of experience and number of years of experience at particular airports are included in the resume.

SECTION G – SPACE REQUIREMENTS

Indicate the amount, type and preferred location of space needed to support the commercial activity (administrative, operational and other needs) being proposed.

SECTION H – ADDITIONAL INFORMATION

The following items must be finalized prior to start of operations

- A fully executed Agreement or Permit with the Greater Asheville Regional Airport Authority
- A security deposit
- Proof of insurance (Insurance Certificate) as required by the type of agreement
- Copies of all signed contracts between the applicant and airline(s) currently serving Asheville Regional Authority, together with the required written statement from the airline(s).

Return this completed application, along with the items listed below, to the:

Vice President Business Development & Properties
Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

Signature

Date

Print Name

Phone Number

APPENDIX "B" – BUSINESS PLAN CRITERIA

1. All services that will be offered should be listed and confirmation of all required certification provided.
2. Amount of land or building space desired to lease.
3. Building space that will be constructed and the site and floor plan proposed or existing structures to be leased within any proposed modifications.
4. Number of aircraft that will be provided for each service being offered.
5. Equipment and special tooling to be provided.
6. Number of persons to be employed.
7. Short resume for each of the owners (5% or more equity) and financial backers and supervisory personnel.
8. Short resume of the manager of the business including this person's experience and background in managing a business of this nature.
9. Periods (days and hours) of proposed operation including a proposed holiday schedule.
10. Amounts and types of insurance coverage to be maintained.
11. Financial projections for the first year by quarter and the succeeding 4 years annualized.
12. Methods to be used to attract new business (advertising and incentives).
13. Amenities to be provided to attract business.
14. Plans for physical expansion, if business should warrant such expansion.

Please ensure all requirements outlined in these Minimum Standards have been identified within the business plan showing how the entity plans to achieve the requirements.

Once the Authority receives the required information from the application and business plan, the Authority will review the information, which will take approximately thirty (30) days to determine if all requirements have been met and whether or not an agreement or permit will be provided for the proposed services.

“Appendix C” – Insurance Minimum Standards

	Types of Insurance	Endorsements Comments	FBO	Aircraft Line Maintenance Operator (SASO) Aircraft Maintenance & Repair Sale of Aircraft Parts Avionics or Instrument Maintenance	Aircraft Sales SASO	Aircraft Storage Operator	Aircraft Rental	Aircraft Charter Management and Air Taxi SASO	Aircraft Sales SASO	Flight Training	Specialized Commercial Flying Services	Aircraft Detailing	Non-Commercial Private Hangar Operator	Non-Commercial Flying Club	Specialized Commercial Flying Services	
	Commercial General Liability Coverage for damages do to: Bodily Injury Property Damage <i>Including:</i> Personal Injury Fire, Legal, Contractual, Premises and Products/Completed Operations	Airport premises liability, contractual liability, independent contractors liability and a waiver of subrogation in favor of the Authority	\$25,000,000 General Aggregate	<i>Small Aircraft Only</i> \$10,000,000 <i>All Other Aircraft</i> \$25,000,000	\$1,000,000	\$5,000,000	\$10,000,000	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
		Completed Operations	Required	Required	Required	Required	Required	Required	Required	As applicable	N/A	Required	N/A	N/A	N/A	
		Mobile Equipment	Required	Required	Required	Required	Required	Required	Required	As applicable	As applicable	Required	Required	As applicable	As applicable	
		Fire Legal Liability	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	
	Hangarkeepers Liability Property damage for all non- owned Aircraft under the care, custody and control of Operator	Required	\$25,000,000 Each Aircraft \$25,000,000 Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	
	Aircraft/Passengers Liability Coverage to include Bodily Injury, Property Damage, and Passenger Injury for all owned, leaders or operated Aircraft (Where Applicable)	Applies if operating Aircraft for hire on and from the Leased Premises	\$25,000,000 Each Occurrence	As applicable	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	As applicable	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	
	Automobile Liability All Autos and/or Non-Owned Bodily Injury & Property Damage Uninsured/Underinsured per WI Statues	When operating vehicle on airside and policy may need to be endorsed to cover using the automobile on airfield	\$10,000,000 Per Accident \$5,000,000 Landside Ops Only	\$5,000,000 Per Accident – Small Aircraft \$10,000,000 Per Accident – All Other Aircraft	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$5,000,000 Per Accident	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	
	Environmental Liability Gradual, sudden or accidental discharge/spill of pollutants including first party clean up and remediation of Premises; wrongful delivery or misdelivery of fuel; loading/unloading of fuel; transportation on/around airport	Environmental Impairment Liability applies if operating an AST or MST	\$10,000,000 including \$1,000,000 Completed Operations	As applicable	As applicable	As applicable	As applicable	As applicable	As applicable	As applicable	\$5,000,000	As applicable	As applicable	As applicable	\$5,000,000	
	Workers’ Compensation Employers Liability	NC Statutory NC Statutory and a waiver of subrogation in favor of the Authority	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	
Note: The coverage types and limits describe what may be considered typical for each aeronautical activity listed above. The actual types and limits required are subject to evaluation by the Authority. Additionally, the Authority reserves the right to periodically review the types of insurance and coverage limits and subsequently require that all operators make the necessary coverage changes and provide proof of coverage to the Authority, as applicable.																

MINIMUM INSURANCE REQUIREMENTS

General Requirements

General Requirements. Each Operator shall not commence operations or construction until Operator has obtained the types and amounts of required insurance indicated below and until such insurance has been reviewed by the Authority or a Certificate of Insurance is received indicating required coverage. If the coverage period ends during the Term of Operator Agreement or Permit, Operator must, prior to the end of the coverage period, forward a new Certificate of Insurance to Authority as verification of continuing coverage for the duration of the Term of the Agreement or Permit. Operator must submit certificates of insurance for all subcontractors to the Authority prior to them commencing work on the project or providing services as described herein.

1. Approval of insurance by the Authority and the required minimums shall not relieve or decrease the liability or responsibility of the Operator hereunder and shall not be construed to be a limitation of liability on the part of the Operator.
2. Operator and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of North Carolina at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. Hazardous materials insurance, if required, shall be written by companies with A.M. Best ratings of A- or better.
3. All endorsements naming the Authority as additional insureds, waivers of subrogation, and notices of cancellation endorsements as well as Certificates of Insurance shall indicate:

Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

4. The "other" insurance clause shall not apply to the Authority where the Authority is an additional insured shown on any policy. It is intended that policies required in these Minimum Standards Agreement covering the Authority and the Operator, shall be considered primary coverage as applicable.
5. If insurance policies are not written for amounts specified, the Operator shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
6. The Authority shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

7. The Authority reserves the right to review insurance requirements set forth during the Term of the Operator Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the Authority based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Operator.
8. The Operator shall not cause any insurance to be canceled nor permit any insurance to lapse during the Term of Operator Agreement or as required in the Agreement.
9. Operator shall provide all deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.
10. If Authority property is being transported or stored off-site by Operator, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Authority property.
11. Insurance provided by an Operator pursuant to these Minimum Standards shall cover and protect the Authority, and its elected and non-elected officials, officers, agents, employees, contractors, successors, and assigns, as their interests may appear.
12. Where more than one Commercial Aeronautical Activity is proposed by an Operator, the minimum limits will vary, depending upon the nature of the individual services, but will not necessarily be cumulative in all instances. Because of variables based upon the particular insurance coverage and the nature of the Commercial Aeronautical Activity(ies), the applicable minimum insurance coverage on combinations of services will be determined by the Authority prior to execution of an Agreement.
13. The following endorsements shall be added to the policy: a. A Waiver of Subrogation in favor of the Authority; b. A thirty (30) day Notice of Cancellation/Material Change in favor of the Authority.

Insurance Requirements:

Specific Insurance Requirements. An Operator shall obtain, and maintain throughout the term of its Agreement or Permit, the following insurance coverages, and furnish certificates of insurance and policy endorsements as evidence thereof:

1. **Workers' Compensation and Employers Liability.** All Operators that have employees working on Authority property shall purchase and maintain Workers' Compensation and Employer's Liability Insurance. Policy limits of Employer's Liability Insurance shall not be less than \$100,000 "each accident," \$500,000 "disease policy limit," and \$100,000 "disease each employee." If the Operator is self-insured, the Operator shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. In lieu of Workers' Compensation and Employer's Liability coverage, an Operator may present a valid Certificate of Exemption to the Authority for all employees working on Authority property unless an employee is a member of an excluded class under the North Carolina Workers Compensation law.

2. **Automobile Liability Insurance:** Each Operator operating one or more motor vehicles on the Authority's premises in the performance of their work shall purchase and maintain Automobile Liability Insurance in the amounts set forth in these Minimum Standards. Operators having unescorted access to the AOA at Greater Asheville Regional Airport Authority shall purchase and maintain Automobile Liability Insurance in accordance with Appendix C.
3. **Property insurance coverage on a "all risk of physical loss"** form for 100% of the value of all improvements leased from the Authority or constructed by or for Operator on the Airport. Coverage shall include but not be limited to fire, wind, hail, theft, vandalism and malicious mischief, hangar keepers coverage. The coverage shall be written on a replacement cost basis. The proceeds from such insurance shall be used to restore the improvements to their original condition in the event of a covered loss. All contracts requiring Property Insurance shall contain a waiver of subrogation clause in favor of the Authority.
4. **Liability insurance** in the specific types and amounts specified below, as applicable for the proposed Commercial Aeronautical Service. Where more than one Commercial Aeronautical Service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable minimum insurance coverage on combinations of services will be finalized with the prospective Operator at the time of its application or otherwise during Agreement negotiations.
5. **General Liability Insurance:** Each Operator at the Greater Asheville Regional Airport Authority shall maintain Commercial General Liability Insurance in accordance with Appendix C. The Commercial General Liability Insurance policy for an Operator that operates a hangar facility shall include Hangar Keeper's Legal Liability Insurance.
6. **Umbrella Liability Insurance:** The minimum policy limit requirements under the Authority's policy may be met by a primary Liability Insurance Policy and an Umbrella or Excess Liability Policy.
7. All aircraft operators are to insure the physical damage of aircraft based at the airport to, at least, the market value of said aircraft.