



APPENDIX “R”

RULES AND REGULATIONS

APPLICATION AND GUIDE FOR TEMPORARY PERMIT

SPECIAL EVENT / SPECIAL ACTIVITY

at

**Jacksonville International Airport
Jacksonville Executive at Craig Airport
Herlong Recreational Airport
Cecil Airport**

I. Purpose

1. Provide objective and flexible uses of those airport facilities capable of hosting events that aim to promote general aviation, showcase the JAA airports and engage local business.
2. Ensure that fair, equitable, ethical, open and transparent consideration is given to those Lessees requesting to utilize a leasehold for a definitive time period and for specific purposes other than those traditional uses described in an existing lease agreement between the Applicant and the JAA.
3. Prevent abuse of or deviation from any Federal Aviation Regulations, Transportation Security Regulations, JAA Rules and Regulations, JAA Minimum Standards, state or local laws, statutes or ordinances while promoting the most creative, economical, safe, and lucrative use of airport property in support of airport business.

The review and approval of any Special Event or Special Activity shall be at the sole discretion of the JAA.

II. Minimum Requirements

1. Contact Airport Management (Rules and Regulations - Appendix M) with written request for Special Event / Special Activity. Application available online at:
<https://www.flyjacksonville.com/Content2015.aspx?id=590>
2. Submit this Application and Administrative Fee, to JAA no later than **60 days** prior to proposed event date
3. Confirm the minimum facility size requirement: 10,000 SF on 1 acre parcel with water/sewer/restroom access. Additional requirements and event restrictions may apply at JAA's sole discretion for events involving more than 75 attendees.
4. Provide Insurance proof of coverage in advance, as required herein (in addition to existing lease agreement requirements)
5. Provide detailed event plans as required herein
6. If alcoholic beverages are involved, the applicant is solely responsible for all liability. Applicant is required to carry at least \$1 million in liquor liability insurance, naming the Jacksonville Aviation Authority as an additional insured. Additional requirements and event restrictions may apply at JAA's sole discretion, for events involving alcohol.
7. Acquire a City of Jacksonville or catering permit (if necessary or as required)
8. Sign this Application along with attached Letter of Agreement and Indemnity
9. Receive an approved Temporary Special Event Permit along with executed Letter of Agreement

III. Applicant Information

1. (a) Name: _____

(b) Business Name as it will appear on the Permit:

(Specify Corporation, Joint Venture, Sole Proprietorship, etc.)

(c) Doing Business As (if applicable): _____

(d) State of Incorporation: _____

2. Does the Company, parent corporation, or entity have an existing agreement with the JAA? If yes, indicate type and date of agreement.

3. (a) Corporate Address:

Contact Person: _____

Title: _____

Phone Number : _____

E-Mail Address: _____

(b) Local Business Address: (if different from corporate address above)

Contact Person: _____

Title: _____

Phone Number : _____

E-Mail Address: _____

(c) Billing Address : (if different from above)

Contact Person: _____

Title: _____

Phone Number : _____

E-Mail Address: _____

IV. Event Information

Description of event: _____

Airport: (select one) JAX CRG VQQ HEG

Location at the airport: _____

Hangar / Building / Address /

Anticipated Attendance: _____

Date: _____

Hours: _____

Will the event require additional premises for parking? (fees may apply)	yes	no
Will the event be catered?	yes	no
Will alcohol be served?	yes	no
Will the event include live music or a DJ?	yes	no
Will the media/press be involved?	yes	no
Will the event include aircraft rides?	yes	no
Will the event host an aircraft display or airshow?	yes	no
Will aerobatics be performed?	yes	no
Will there be any vendors attending?	yes	no

V. Administrative Fee
\$500 non-refundable

*Additional Fees may apply based on event type, size, scope, time, duration and security requirements

VI. **Event Plans** (provide as attachments, as necessary)

Vehicle parking plan / shuttle plan / traffic management plan

Airside access prevention plan / aircraft safety plan

Inclement weather plan (if applicable)

Description of food/beverage/alcohol to be served

VII. Operational Considerations

- Event boundary: leasehold, SIDA, AOA, fencing, barricades
- Inclement weather plan
- Parking and traffic management plan
 - Barricades, ADA parking, valet considerations, shuttle, off-site parking
- Access restrictions / list of authorized attendees
- Event screening, attendee vetting, wrist bands, vehicle placards
- Air Traffic Control and affected tenant plan, runway/taxiway closures
- Equipment on ramps, paved areas, grass areas, inside hangar structures
- Exterior lighting
- Medical plan, JFRD, hydration stations
- Uniform LEO requirement for events involving alcohol and/or large numbers of attendees.
Will be accomplished through JAAPD at the applicant's expense.

VIII. Notification and Signature

Please return the following information along with Application and payment:

- City of Jacksonville permits (if necessary or as required)
- Proof of insurance coverage (if not already provided through existing Agreement requirements)

Return to:

JAX, CRG, HEG, or VQQ
Airport Manager
Jacksonville Aviation Authority 14201
Pecan Park Road Jacksonville, Florida,
32218

Upon JAA's receipt of this Application, you will be contacted within ten (10) business days regarding the status of your request. If approved, a countersigned Permit and Agreement will be provided to you for your records.

Signature of Applicant: _____ Date: _____

Print Name: _____ Phone: _____

IX. Minimum Insurance Requirements

- A. Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. Licensee shall provide Liquor Liability coverage if alcoholic beverages of any time are sold or provided in assigned area.
- B. Aircraft Liability Insurance. If necessary, Licensee shall maintain Aircraft Liability Insurance with respect of all aircraft owned, leased or operated by Licensee for bodily injury (including death) and property damage liability in a Combined Single Limit Amount of not less than Twenty-Five Million Dollars (\$25,000,000) per occurrence, including a Passenger Liability sublimit not less than One Million Dollars (\$1,000,000) per passenger.
- C. Business Automobile Liability. If necessary, Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.
- D. Liquor Liability. (As applicable) \$1 million, liquor liability insurance, naming the Jacksonville Aviation Authority as an additional insured.
- E. Workers Compensation Insurance. Licensee shall maintain Workers Compensation Insurance applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable Federal Laws.
- F. Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.
- G. Certificate(s) of Insurance. provide the Authority's Risk Manager with certificate(s) of insurance evidencing that all coverage limits, and endorsements required herein are Licensee shall maintain and in full force and effect.

X. Authorization

AIRPORT USE ONLY - APPROVALS		
Y/N	Signing Authority	
	JAA Airport Management	Date
	JAA Airport Facilities	Date
	JAA Police/Public Safety-Security	Date
	JAA Business Development	Date
	JAA Legal	Date
OTHER NOTIFICATIONS/APPROVALS (as applicable)		
☐ Additional Information Required (as applicable) comments		
☐ Other comments		

XI. Letter of Agreement and Indemnity

LETTER OF AGREEMENT AND INDEMNITY

THIS LETTER OF AGREEMENT AND INDEMNITY (Agreement) is entered into as of _____, 2023 by and between Jacksonville Aviation JAA, a body politic and corporate existing under the Laws of Florida, as amended (JAA), and _____, a _____ limited liability company, hereinafter ("PERMITTEE").

RECITALS

WHEREAS, JAA and PERMITTEE have entered into a lease agreement regarding certain property located at _____ Airport, more particularly described as _____ Jacksonville, Florida 32225 (Property), on which Property PERMITTEE desires to {brief description of event} (Event) as a _____ event to benefit _____;

WHEREAS, PERMITTEE has submitted a Special Event Application and various documents for the Event and has requested JAA's review and approval of the same;

WHEREAS, JAA has reviewed and met with PERMITTEE to discuss the logistics and specific safety requirements necessary to obtain approval for the Event; and

WHEREAS, in response to JAA's safety and logistical requirements and concerns, PERMITTEE has assured JAA that the Event will be conducted in full compliance with the same, as well as with applicable federal, state and local laws, ordinances, rules, regulations, policies and procedures.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. The recitals above are true and correct and, by this reference, are incorporated within and made a part of this Agreement.

2. General Agreement to Proceed. In exchange for PERMITTEE's covenant to indemnify, defend and hold JAA harmless from and against any and all claims, damages, losses, and expenses, including but not limited to all consultant fees and charges, attorney's fees, court costs, or other alternative dispute resolution costs arising out of, or resulting from the Event, the parties agree that PERMITTEE may proceed with the Event and PERMITTEE will be responsible for any and all fees, costs, changes and expenses related to the same. PERMITTEE further acknowledged and does hereby release and forever discharge Jacksonville Aviation Authority which does not admit and expressly denies any liability from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which PERMITTEE now has or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future,

as a result of or in any way relating to the Event. PERMITTEE's covenant to indemnify, defend, hold harmless, and release JAA from liability directly or indirectly arising out of the Event will survive any termination or superseding of this Agreement.

3. Refundable Security Deposit. Immediately upon its execution of this Agreement, PERMITTEE will provide to JAA a refundable security deposit in the form of a cashier's check made payable to the Jacksonville Aviation Authority or in such other form as is reasonably acceptable to JAA, in the amount of **one-fourth (1/4th) of the current annual rental rate** under that certain Lease for the Property by and between PERMITTEE and JAA, which equates to \$_____. PERMITTEE acknowledges and agrees that the deposit is available to JAA to draw upon for PERMITTEE's failure to repair any and all damages resulting from the Event or PERMITTEE's failure to otherwise honor its commitments contained herein. To the extent remedying PERMITTEE's failures hereunder should exhaust the deposit, JAA may proceed in remedying the same at PERMITTEE's expense above and beyond the amount of the deposit.

4. Event Administration. In its pursuit of the Event, PERMITTEE's administrative responsibilities will generally include but are not limited to PERMITTEE's Commitment and Responses to JAA's Areas of Concern, attached hereto as Exhibit "A" and incorporated herein by this reference:

- a. Pre and post Event scheduling, notice, communication, coordination, and access with JAA, emergency responders, vendors, contractors, guests and others Event participants (guests shall not exceed 500);
- b. Event must stay of within PERMITTEE's leasehold, with security line established at the Air Operations Area or AOA, with any and all parking areas and traffic not infringing upon any other leaseholds without prior written permission;
- c. Provide all applicable insurances in advance of the Event, naming JAA as an additional insured;
- d. Provide Event screening to vet and properly identify staff, attendees and other participants via wrist bands, security vests, vehicle placards, etc.;
- e. Designate, clearly identify, and coordinate general, handicapped and valet parking areas, with adequate security, barricades, pathways, and lighting; and
- f. Provide sufficient JSO and JAAPD coverage for ingress and egress traffic control prior to and at the end of the Event (PERMITTEE is responsible for all cost associated with the hiring of JSO and JAAPD Officers).

5. Limits of this Agreement. The parties acknowledge that this Agreement only applies to this Event. All future events require JAA's proper and timely written approval, which approval will be in JAA's sole discretion pursuant to its Rules and Regulations and other governing laws, statutes, policies, and procedures.

6. Attorneys' Fees. If either party brings any action against the other to enforce or interpret any provision of this Agreement, each party will be responsible for its own costs and attorneys' fees incurred in such action.

7. Governing Law/Venue. This Agreement will be construed under and in accordance with the laws of the state of Florida, and all obligations of the parties created by this Agreement are performable in Jacksonville, FL. Any lawsuit brought to enforce the terms of this Agreement will be filed in Duval County, Florida and nowhere else.

8. Invalid Provisions. The Parties acknowledge the broad nature of this indemnity agreement and, in case any provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement. In case any one or more of the provisions hereof should be held to be illegal, invalid or unenforceable in any respect, the parties agree to make a good faith effort to negotiate another agreement to fulfill the purpose and intent of the present Agreement.

9. Amendments. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of the Agreement will be binding on either party unless it is in writing and is duly executed by both parties.

10. Assignment. Neither party may assign this Agreement to a third party without prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

JACKSONVILLE AVIATION AUTHORITY

PERMITTEE

By: _____

By: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

By: Devin Reed
Chief Compliance Officer