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January 2, 2025

Via Electronic Mail

Angela Muder, Compliance Specialist
Federal Aviation Administration
Office of Airports
901 Locust, Room 364
Kansas City, MO 64106

Angela.Muder@faa.gov

Ms. Muder,

UCM appreciates the opportunity to provide further clarification regarding its airport operation in response to questions raised in your email to me dated December 23, 2024. Attached also are some clarifying documents.

Regarding the rules, standards, and regulations that apply to commercial aeronautical businesses, the only officially adopted and published set of rules are the 2011 Rules and Regulation document that was previously provided as Exhibit A to our November 12 response to the Part 13 informal complaint. We are aware there was cross-referencing in the licensee agreements and within the 2011 Rules document to a minimum standards document, and while it had been created in 2011, it had not been finalized and was not published or in active use. Attached is a copy for your information as Exhibit A.

While unofficial, it could have been consulted for guidance, had a licensee asked to conduct commercial operations in their licensed storage hangar and a related term or definition was needed, but that never happened until Mr. [REDACTED] asked Mr. Holland in an email dated October 9, 2024, about a potential additional agreement after the updated license agreements were circulated to all storage hangar licensees (Exhibit B). That email was shortly before the filing of the Part 13 complaint. Prior to that UCM had not been notified of any commercial aeronautical business—including Mr. [REDACTED] business—operating or asking to operate inside a licensed hangar. More on that below.

It is that unofficial minimum standards document and the adopted and operative 2011 Rules and Regulations that UCM has been updating and combining into a singular document. It is this combined version that we mentioned in our December 20 letter and is what we proposed to engage with your office about.

Attached as Exhibit C is a working draft of the combined document, now entitled Rules and Regulations Including Minimum Standards for Commercial Aeronautical Operations. UCM plans to soon finalize, adopt, publish and apply this document as official airport policy. Please

keep this working draft confidential as it is still being internally vetted. We welcome the opportunity to meet with your office to engage further about it as it is being finalized.

Thus, UCM's Rules and Regulations will soon include content from the previously unadopted Minimum Standards for Commercial Operations. Section 3 on page 27 of the Rules and Regulations states additional standards and rules for commercial operations inside hangars. It also lays out how a possible vendor may submit an application for consideration to conduct a commercial business (Exhibit D).

In a further effort to improve and simplify the process for possible commercial business operations, UCM has also developed a General Commercial Vendor Agreement (Exhibit E). This document would be the template form for all commercial businesses operating inside a hangar and could be modified if necessary. For example, the insurance limits may be impacted depending on the activity. The agreement would be in addition to the License Agreement, not a different or new license agreement.

Businesses and business owners who propose to operate a commercial business at the airport will be expected to comply with the updated and combined Rules and Regulations, and their as-executed License Agreement and Vendor Agreement. We wish to again emphasize that the formal agreements being discussed are for businesses and business owners who wish to have a dedicated physical presence at the airport, which by its nature restricts use by others. Independent commercial flight instruction and chartered flights happen nearly every day at Skyhaven, using RCM runways, pilot space in the terminal, etc, and no written agreement is required by RCM for such commercial operations. However, when an individual wishes to use a physical space for the operation of their business to the exclusion of or with potential impact on others, an agreement is reasonably required. If a licensee has a license for use of a physical space for one purpose, but is desiring to use it for another, a separate agreement is reasonably required. To date, UCM has had no knowledge of commercial aeronautical business operating a shop of any kind inside a licensed hangar.

Any licensee or any other interested party has been and all remain welcome to request this information from the Airport Manager, Chris Holland. Because Mr. Holland is readily available to work with the licensees, the availability of these and other documents has previously not been an issue. Due to the concerns raised by Complainants, though, UCM will make these documents available on its website so that they are readily available to the public. This will include the updated Rules and Regulations (Exhibit C), which will now include the previously unpublished Minimum Standards for Commercial Operations. This document and the other documents referenced will also continue to be available upon request from the Airport Manager.

Regarding your specific question about whether Mr. [REDACTED] was provided a proposed additional agreement to operate a maintenance shop in his licensed hangar at the time the updated storage hangar licenses were circulated to all licensees, the answer is no. This is because Mr. [REDACTED] never notified UCM that he was operating (or proposed to operate) a business inside of his hangar until the email exchange mentioned above, shortly before initiation of the Part 13 complaint to the FAA.

To your bolded question “Was the airport not aware Mr. [REDACTED] was conducting a commercial business in building E-3 under the prior License Agreement?” The answer is also no, because Mr. [REDACTED] told UCM he was not. In fact, in a separate pending lawsuit filed by Mr. [REDACTED] against UCM, in which he seeks leave of the court to indefinitely store a shipping container on airport property immediately outside of his licensed storage hangar, he answered written interrogatories under oath regarding his use of the hangar space, stating that he used it only to store mechanical equipment and to work on his own plane stored in that space. UCM asked this interrogatory because UCM was aware of rumors and suspicions that Mr. [REDACTED] was operating a commercial business without UCM’s knowledge or an agreement in place. Mr. [REDACTED] answer to the interrogatory did not acknowledge or confirm that he was using the hangar space to conduct a commercial business. His answer stated that he used the hangar per the terms of the agreement, to store and maintain *his* aircraft. (Exhibit F, ROG 13). This was in a sworn interrogatory response under oath. If conflicting information has been presented to you, please share it with us.

A separate agreement was not provided in our December 20 response to your request because at the time, one did not exist. However, UCM contacted Mr. [REDACTED] first attorney, [REDACTED] three times to begin negotiating terms for an agreement and requested similar negotiations with Mr. [REDACTED] twice. Although Mr. [REDACTED] implied that his production of a “vendor agreement” to the FAA was his attempt to open negotiations, to date, neither attorney has accepted our offer to begin negotiations—or any communication, for that matter, that does not involve the FAA acting as a broker. Mr. [REDACTED] attempts to have his client Mr. [REDACTED] avoid all business communications with the airport management are inappropriate and, more importantly, inaccurate. He cannot ask the FAA to be Mr. [REDACTED] broker and then simultaneously complain that airport management should not talk to his client. The informal complaint process asks parties to communicate with one another.

Finally, regarding Mr. [REDACTED] concerns outlined in his December 23, 2024 email to the FAA, Mr. Holland has been in communication with several of the Complainants because the communications are necessary for operating the airport. With regard to Mr. [REDACTED] Mr. Holland is trying to reach an agreement regarding the Mighty Mules Flying Club’s request for club members with A&P/IA to conduct maintenance beyond preventive or daily maintenance on their aircraft without needing to request a waiver each time. It was not a request to conduct a commercial operation, and it is different than other licensees’ use of their hangars. For that reason, the agreement was sent to Mr. [REDACTED] and not the other Complainants. There is no attempt to divide the Complainants.

UCM drafted the flying club agreement drafts referenced by Mr. [REDACTED] based on conversations Mr. Holland had with Mr. [REDACTED]. But again, as with other deals that pertain to the operation of the airport, the negotiation of terms formed between the parties, and the role of UCM’s counsel was just the traditional input on contract content. There was no effort or reason to think Mr. [REDACTED] was in any way “without the benefit of counsel.” Clearly, Mr. [REDACTED] has been in communication with Mr. [REDACTED] about this, as expected.

Per their own written submissions, Complainants’ concerns have apparently shifted from alleged potential future violations of the grant assurances if the “new” hangar license is enforced to their goals about the operation of the airport and their individual contract terms. As Airport

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Manager, Mr. Holland is the best person to address issues regarding the operation of the airport with the businesses and individuals who use it. But if Mr. [REDACTED] and one or more of his clients wish to have negotiations on contract negotiations between counsel, we have stood ready and remain willing to accommodate that, using the above-referenced General Commercial Vendor Agreement template as the starting point. However, the airport cannot be run by attorneys, as that is inefficient and inappropriate. Similarly, the airport cannot be run by Complainants or any other third-party committee, and their requested remedy in that regard is not supported by law or regulation.

UCM has been and remains willing to work with Mr. [REDACTED] directly to resolve contract terms and other issues unrelated to the alleged violation of the grant assurances, just as it was ready to engage directly to attempt to work out the grant assurances concerns before Mr. [REDACTED] declined and left the FAA to handle the complaint without the benefit of the parties' resolution efforts. But in any event, Mr. Holland cannot cease all communication with Complainants during the investigation as it would limit UCM's ability to manage the airport.

We welcome the opportunity to meet and discuss this matter with you further.

Very truly yours,

MARTIN, PRINGLE, OLIVER,
WALLACE & BAUER, L.L.P.



By: Michael G. Jones

MGJ/sec

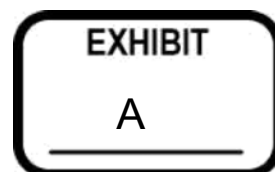
Enclosures

**University of Central Missouri
Max B. Swisher/Skyhaven Airport**

MINIMUM STANDARDS

**Minimum Operating Standards and Requirements for
Aviation and Non-Aviation Related Commercial Operations**

Effective: TBD



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SECTION 100 – GENERAL

A. AIRPORT INFORMATION

1. ADDRESS

Mailing Address:

Max B. Swisher Skyhaven Airport
University of Central Missouri
281 NW 50 HWY
Warrensburg, Missouri 64093

2. LOCATION

The Max B. Swisher Skyhaven Airport is located at 160 NW 251 Road, approximately three (3) miles west of Warrensburg, Missouri on U.S. HWY. 50.

3. AIRPORT OPERATOR/CLASS

The Max B. Swisher Skyhaven Airport is owned and operated by the University of Central Missouri and operates as a public use general aviation airport. The airport operates under the authority of the Dean, College of Business and Professional Studies by direction of the President.

4. Preamble and Policy

The University of Central Missouri, being the owner and in the position of responsibility for the administration of the Max B. Swisher Skyhaven Airport does hereby establish the following Policy for the Minimum Standards.

The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide aeronautical services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of the Max B. Swisher Skyhaven Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport and to promote fair competition at Skyhaven Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the Skyhaven Airport patrons.

B. DEFINITIONS

The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in the section.

Aircraft "Aircraft" means any apparatus now known or invented in the future for flight.

Airport "Airport" means the Max B. Swisher Skyhaven Airport as it now exists, as it may be expanded in the future, and all improvements thereon. Where provisions in this

chapter refer to real estate or to property or to activities not otherwise located or identified, they shall be in reference to real estate, property, and activities on, located at, or taking place at the airport.

Airport Manager "Airport Manager" means the Director, Aviation Operations & Maintenance (Director) or a duly authorized representative. The Airport Manager shall supervise the airport staff and be responsible for the operation, management and maintenance of the airport and all facilities and equipment in connection therewith for the enforcement of the provisions manual.

Driver "Driver" means any person who is in actual physical control of a vehicle.

Emergency Vehicle "Emergency Vehicle" means any Police or Fire Department vehicle, and ambulances and vehicles conveying official personnel or Airport employees in response to an official emergency call.

Fixed Base Operator A "Fixed Base Operator" (FBO) means any aviation related business duly licensed and authorized by written agreement with the airport owner to provide aeronautical activities and services at the airport.

Flying Club "Flying Club" shall mean any non-commercial organization or group of persons joining together equally or proportionately in aircraft ownership for the personal pleasure and use of participating members only to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

General Service "General Service" means any business or service activity associated with, supporting, or complementary to any aeronautical activity.

Independent Contractor "Independent Contractor" (IC) means any person not employed by an FBO who is providing authorized aeronautical services for hire on the airport.

Landside "Landside" means all buildings and surfaces on the airport used by surface vehicular and pedestrian traffic.

Large Aircraft "Large Aircraft" is an aircraft of more than 12,500 pounds maximum certified takeoff weight.

Motor Vehicle "Motor Vehicle" means any vehicle that is self-propelled.

NFPA is the National Fire Protection Association.

Owner "Owner" means any person or group providing any one or a combination of aeronautical services to or for aviation users at the Airport.

Person "Person" means any individual, firm, co-partnership, corporation, company (including any assignee, receiver, trustee or similar representative thereof), any group, United States of America, any state or political subdivision thereof, any foreign government or the United Nations.

Public Aircraft Facilities "Public Aircraft Facilities" means the following facilities as they are from time to time provided and made available by the University for Public Use by all aircraft and their operators:

- a. Public runways for the purpose of landing and taking-off of aircraft.
- b. Public taxiways for the purpose of ground movement of aircraft.
- c. Public aircraft parking space for the purpose of parking and storing aircraft, loading and unloading passengers, baggage, freight, mail, and other cargo upon and from aircraft, aircraft performing operations incidental to the immediate arrival or departure of aircraft and servicing with fuel, and for parking mobile equipment actively used in connection with the foregoing.
- d. The area in the vicinity of the Terminal Building known as ramp or apron space (and any future additions thereto and improvements thereto), provided for the purpose of performing operations incidental to the immediate preparation for aircraft for departure such as servicing with fuels and inspection.
- e. Any other space provided by the University for public use by aircraft operators at the Airport.

Ramp Privilege "Ramp Privilege" means the driving of a vehicle upon an aircraft parking ramp of the airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity. See Airport Rules and Regulations for requirements and procedures.

Self-fueling Operator "Self-fueling Operator" means a person who dispenses aviation fuel to aircraft owned by such person, or leased from others and operated by such person. See Airport Rules and Regulations for requirements and procedure.

Small Aircraft "Small Aircraft" is an aircraft of 12,500 pounds or less maximum certified take-off weight.

Special Purpose Organization "Special Purpose Organization" (SPO) means any non-commercial organization, other than a flying club, which is organized and operates with the specific purpose of supporting, promoting, or preserving some aspect of aviation.

Temporary Independent Contractor "Temporary Independent Contractor" (TIC) means any person not employed by the FBO performing authorized aeronautical services for hire on the Airport which: (a) is engaged by the FBO or aircraft owner to perform a

specific purpose, (b) operates on the Airport to perform such service for thirty (30) consecutive calendar days or less, (c) performs such service in or on premises leased by the FBO or aircraft owner (excluding flight instruction), and (d) does not regularly perform aeronautical services for hire on the Airport. For purposes of this definition, a person is deemed to regularly provide aeronautical services for hire on the Airport if, for compensation, they provide aeronautical services on the Airport on thirty-one (31) or more cumulative days (consecutive or nonconsecutive) in a calendar year.

University "University" means the University of Central Missouri (UCM).

Vehicle "Vehicle" means any device by which any person or property is or may be transported or drawn upon a highway, including bicycles.

1. AVIATION RELATED OPERATIONS

Any activity which involves or makes possible the operation of an aircraft or aerial vehicle that would use the airport as well as any operation performed in the function of contributing to or as required for the safe operations of aircraft or aerial vehicles that include, but are not limited to the following:

- A. Air Carrier Operations
- B. Charter Operations
- C. Flight Training
- D. Aircraft Rental
- E. Scenic Flights
- F. Aerial Photography
- G. Agricultural Applications
- H. Aerial Advertising
- I. Aerial Surveying/Search & Rescue
- J. Aircraft Sales
- K. Aircraft Maintenance
- L. Aircraft Painting
- M. Aviation Petroleum Sales
- N. Aircraft Parts Sales
- O. Avionics Repair/Sales
- P. Activities Directly Related To Operating Aircraft

2. NON-AVIATION RELATED OPERATIONS

Any activity which does not involve the operation of an aircraft or aerial vehicle at the airport and has no direct supporting role in the operation or safety of aircraft or aerial vehicles but would provide a supporting function that would operate a business at the airport to include, but not limited to the following:

- A. Automobile Rental/Leasing
- B. Catering/Vending
- C. Restaurants
- D. Retail Sales
- E. Media Sales
- F. Consultants

- G. Lodging Facilities
- H. Transportation Services
- I. Research And Development
- J. Agricultural Industries/Farming Operations
- K. Recreational Activities

SECTION 101 – APPLICATION

A. PRE-APPLICATION REQUIREMENTS

Any individual, corporation, s-corporation, limited liability corporation, limited liability partnership, partnership, sole proprietor, firm or entity desiring to conduct, perform or to engage in any commercial or non commercial activity at or upon the property of the Skyhaven Airport shall submit to the University of Central Missouri through the office of the Airport Director a written request of proposed activities to include the following but not limited to;

1. Name of proposed business and owner, principals, or agents
2. Type of activity to be conducted and services provided
3. Quantitative proposed business plan with projected financial assessments
4. Amount of land desired to lease
5. Building space that will be constructed or leased
6. Number of aircraft that will be provided
7. Equipment and special tooling to be provided
8. Number of persons to be employed
9. Short resume for each of the owner and financial backers
10. Short resume of the manager of the business (if different from 9 above) including experience and background in managing a business of this nature
11. Periods (days and hours) of proposed operation
12. Methods to be used to attract new business (advertising and incentives)
13. Amenities to be provide to attract business
14. Type and quantity of insurance coverage with coverage limits
15. Responsibility and capability of applicant and staff capable of conducting, performing, maintaining, providing and servicing the needs of the general public
16. Plans for physical expansion, if business should warrant such expansion

B. APPLICATION SUBMISSION REQUIREMENTS

All pre-applications shall be submitted to the Airport Director no less than 30 calendar days prior to the starting of operations at the airport and no earlier than 90 calendar days prior to the starting of operations unless otherwise directed by University of Central Missouri officials. All applications received by the Airport Director will be signed and forwarded to the University of Central Missouri legal department for review and validation. Once the application is approved by the legal department as to form and content a written agreement will be drafted and become binding once signed by all interested parties.

C. OPERATIONAL REQUIREMENTS

All applicants will be required to provide written proof of any certificate, license or registration necessary for performing proposed activities at or upon the airport property.

SECTION 102 – CONTRACTS AND LEASES

A. CONTRACT AND LEASE REQUIREMENTS

Any individual, corporation, s-corporation, limited liability corporation, limited liability partnership, partnership, sole proprietor, firm or entity desiring to conduct, perform or to engage in any commercial or non commercial activity at or upon the property of the Skyhaven Airport shall have executed a legally binding written lease, agreement, contract or permit with the University of Central Missouri prior to the start of any operation at or upon the airport. No lease, agreement, contract or permit will be issued by the University of Central Missouri that would exceed a 240 month continuous period unless otherwise approved by university officials.

B. LENGTH AND DURATION OF CONTRACTS, LEASES AND AGREEMENTS

1. CONTRACTS

No contract after (TBD) will be issued to any applicant that would exceed a 12 consecutive month period provided the applicant cannot prove with significant and sufficient detail why a longer period would be required for the normal operation of activity being conducted. If an applicant is able to prove additional time is required then no contract will be awarded beyond a 60 month period.

2. LEASES

All first time applicants after (TBD) will be subject to an initial lease not to exceed a period of (1) calendar year or 12 consecutive months beginning on the first of the month and ending on the last day of the previous month from the date a lease is signed and executed. If the applicant has successfully fulfilled the requirements as set forth by the University of Central Missouri Airport Minimum Standards and is in good financial standing with the University of Central Missouri the applicant may petition to the University of Central Missouri for a continuing lease agreement for a period of (5) calendar years or 60 consecutive months with an automatic renewal clause for an additional (5) calendar years or 60 consecutive months period.

3. SUB LEASES

No tenant shall assign or sublease to any other individuals, parties or firms the rights acquired in a lease, whether partially or wholly, without approval by the University of Central Missouri. Any tenant who so desires to assign or sublease will provide a written request to the University of Central Missouri and will be obligated to submit any information requested by the University of Central Missouri who will evaluate and make recommendation of any proposed assignment or sublease. The decision of the University of Central Missouri to accept or deny any assignment or sublease is final.

4. AGREEMENTS

All agreements will be represented by an official Letter of Agreement between the University of Central Missouri and stated party or parties and will remain in effective unless otherwise stipulated in the Letter of Agreement. All agreements are subject to approval by university officials and may or may not be legally binding as determined by the University of Central Missouri.

C. AUTHORITY

The University of Central Missouri reserves the right to accept or to deny any portion and or all portions of any contract, lease or agreement. Furthermore all contracts, leases and agreements are subject to any and or all provisions of applicable Federal, State, Local or University laws, rules, orders and regulations as found in, but not limited to Section 105.

SECTION 103 – BUILDINGS AND FACILITIES

A. EXISTING AIRPORT BUILDINGS, FACILITIES AND STRUCTURES

As of (TBD) all buildings, facilities and structures are owned, operated and maintained by the University of Central Missouri with the exception of the following:

1. Automated Weather Observation System (AWOS) owned and operated by the National Weather Service
2. Precision Approach Path Indicators (PAPI) owned and operated by the Federal Aviation Administration

B. MODIFICATION, ALTERATION AND ADDITION TO LEASED FACILITIES

With written consent by the University of Central Missouri tenants have the right to make such reasonable changes, alterations or additions to leased premises necessary for the conduct of the tenants business operation and any such changes, alterations or additions to the leased premises shall, at the option of the University of Central Missouri, become the property of the University of Central Missouri and remain upon and surrendered with the leased premises as a part of the termination of a lease. The University of Central Missouri reserves the right to require a tenant upon termination of a building lease agreement to restore the premises to a condition equal to or comparable to how it was received by the tenant, less reasonable wear and tear expected.

C. BUILDING CODES AND STANDARDS

Any proposed modifications, alterations or additions will conform to all applicable Federal, State, Local and University codes and standards. Furthermore, all plans, blueprints and drawings will be submitted to the University of Central Missouri for approval prior to making any modifications, changes or alterations to any facility. In the case of new facility construction all plans, blueprints and drawings will be submitted to the university for approval and will conform to all applicable codes and standards prescribed herein.

D. LANDSCAPING STANDARDS

All landscaping within a prescribed boundary around any airport leased facility will be the responsibility of the tenant to install and maintain. A landscape design plan will be submitted by the tenant to the University of Central Missouri for approval prior to the creation of landscaped areas within the leased boundary.

E. ADVERTISING

All advertising for the tenant's business purposes will be the tenant's responsibility to install and maintain advertising material. Prior to the installation or erection of advertising structures a detailed and graphical example of the proposed advertisement, including the location of the advertisement will be submitted to the University of Central Missouri for approval. Advertisements that will adversely affect the safe operation of aircraft, or would be in violation of 14 CFR 77 regulations will not be allowed at or upon the airport at any time. If required to do so the tenant will be responsible for removal of any and or all advertisement upon termination of a lease agreement at the tenants expense.

F. AUTOMOBILE AND AIRCRAFT PARKING

The University of Central Missouri, when applicable and practicable will attempt to provide the tenant with ample and suitable parking area space for the purpose of conducting normal business operations at or upon the airport. Furthermore, design, installation and maintenance of any parking facilities will be done so by the University of Central Missouri unless alternative options are agreed upon by all interested parties involved in the leased premises.

G. NEW FACILITY CONSTRUCTION

Any new facility construction at or upon the airport that is wholly owned and operated by any other than the University of Central Missouri will be subject to all of the sections listed above with the exceptions of paragraphs A and B, all other sections will be required for compliance of this section. In addition, prior to the start of construction a signed lease must be executed between the proposed tenant and the University of Central Missouri. The facility owner will be responsible for all operating and maintenance cost associated with the constructed facility for the duration of ownership.

H. AIRPORT ZONING

1. BUILDING HEIGHTS

No building located or constructed at or upon the airport will exceed a maximum height of 35 feet above mean sea level (MSL) unless determined not to interfere with the safe operation of aircraft as directed by 14 CFR 77 and is required for the normal operation of business.

2. COMMERCIAL AND INDUSTRIAL OPERATIONS

All airport business requiring airfield access via a taxi-lane and/or a taxiway will be zoned commercial activities and will subsequently be regulated by designated zoning requirements. Industrial operations will have full access to landside areas of the airport and will be regulated by designated zoning requirements. Residential areas will be zoned on a case by case basis.

3. ZONING AUTHORIZATION

The University of Central Missouri reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions and to prevent any tenant operating at or upon the airport from erecting, permit to be erected, any building or structure on the airport which would limit the usefulness of the airport or constitute a hazard to aircraft. Furthermore, the University of Central Missouri reserves the right to develop and/or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or view of the tenant and without interference or hindrance.

SECTION 104 – LAND DEVELOPMENT

A. GENERAL

All applicants desiring to develop property at the Skyhaven Airport must prepare and submit an approved Storm Water Pollution Prevention Plan to the University of Central Missouri Environmental Safety Department for approval prior to the execution of any contract, lease or agreement with the University of Central Missouri. In addition, land developers will be required to meet the requirements of the pre-application portion of the minimum standards as well as all other sections that are applicable.

SECTION 105 – LEGAL RESPONSIBILITIES AND COMPLIANCE

A. COMPLIANCE WITH FEDERAL REGULATIONS

No contract, lease or agreement will be executed with the University of Central Missouri that does not conform to all pertinent and applicable federal regulations, to include but not limited to:

1. 14 CFR 77 (Airspace)
2. 49 CFR 21 (Nondiscrimination)
3. Section 308 Federal Aviation Act of 1958 (Exclusive Rights)
4. NFPA 407 (Fuel Facilities)
5. NFPA 30 (Fueling Vehicles)
6. Federal Grant Assurance

B. EXCLUSIVE RIGHTS

Under no circumstance will an exclusive rights contract, lease or agreement be executed with the University of Central Missouri. Based on issues of safety and security, the University of Central Missouri reserves the right to operate as the single source provider of services at Skyhaven Airport.

C. COMPLIANCE WITH STATE REGULATIONS

No contract, lease or agreement will be executed with the University of Central Missouri that does not conform to all pertinent and applicable state regulations.

D. COMPLIANCE WITH UNIVERSITY POLICIES

No contract, lease or agreement will be executed with the University of Central Missouri that does not conform to all pertinent and applicable university policies and regulations to include, but not limited to:

1. Airport Operations Manual (AOM)
2. Airport Minimum Standards (AMS)
3. Airport Emergency Plan (AEP)
4. Airport Rules and Regulations (ARR)

SECTION 106 – FEES, RATES AND CHARGES

A. ESTABLISHMENT OF FEES

The University of Central Missouri reserves the right to establish fees for any and/or all services provided at the airport to include but not limited to:

1. Aircraft Landing
2. Aircraft Tie Down
3. Aircraft/Automobile Parking
4. Aviation/Non Aviation Fuel Flowage
5. Transportation Services/Rental Cars
6. Credit/Debit Card Transactions

B. ESTABLISHMENT OF RATES

Rates will be established using a fair market regional cost analysis based on comparable facilities and services and will be adjusted annually using one of the following types of adjusters:

1. Fixed percentage rate
2. CPI adjustment rate (Previous year Consumer Price Index)

C. ESTABLISHMENT OF CHARGES

Charges will be established as necessary for the general course of operation of the Skyhaven Airport and will include by not limited to:

1. Overdraft/Return Check
2. Monthly fuel accounts for based aircraft
3. Monthly aircraft maintenance accounts for based aircraft

D. ESTABLISHMENT OF CHARGE ACCOUNTS

Credit accounts will be established with based aircraft tenants and airport tenants with a need to use services provided by the University of Central Missouri. Anyone desiring to establish a charge account with the airport must provide the following:

1. Completed UCM credit application
2. A minimum of a (1) year lease agreement on file
3. Proof of aircraft or business based or operating at or upon the airport

SECTION 107 – INSURANCE REQUIREMENTS

A. DEFINITION OF INSURANCE

All users, tenants, vendors and entities not affiliated with or working for the University of Central Missouri shall hold the University of Central Missouri and the Skyhaven Airport and any and all employees of the University of Central Missouri and Skyhaven Airport, university trustees, governors blameless for all damage to life and limb incurred during or as a result of the execution of work or services provided. Furthermore, all insurance coverage will name the University of Central Missouri, its Board of Governors and the Skyhaven Airport as additional insured. Liability and property damage insurance must cover loss or damage to any aircraft, vehicle or equipment on the airport premises. Proof of insurance must be submitted to the University of Central Missouri, with proof of a Certificate of Insurance Hold Harmless Agreement prior to conducting operations at or upon the airport. The insurance carrier will provide written notice to the Airport Director at least two weeks prior to any changes, alteration or cancellation of any insurance.

B. COVERAGE AMOUNTS

At a minimum the following aggregate amounts will apply to the Skyhaven Airport for individuals or entities desiring to operate at or upon the airport and are subject to change at any time with or without advanced notice:

| Type of User | Type of Coverage | Limits Per Occurrence | Limits General Aggregate |
|--|--------------------------------------|-----------------------|--------------------------|
| Aircraft Servicing Maintenance and Repair | CGL | \$1,000,000 | \$3,000,000 |
| | Premises Liability | \$1,000,000 | None |
| | Products Liability | \$5,000,000 | Aggregate |
| Aircraft Washing Polishing and Interior Cleaning | CGL | \$1,000,000 | \$3,000,000 |
| | Premises Liability | \$1,000,000 | None |
| | Products Liability | \$5,000,000 | Aggregate |
| Air Taxi Service (Charter) | CGL | \$1,000,000 | \$3,000,000 |
| | Premises Liability | \$1,000,000 | None |
| | Piston Engine Aircraft Liability | \$1,000,000 | Aggregate |
| | Turbine Engine Aircraft Liability | \$10,000,000 | Aggregate |
| | | | |
| Flight Training | CGL | \$1,000,000 | \$3,000,000 |
| | Premises Liability | \$1,000,000 | None |
| | Product Liability | \$5,000,000 | Aggregate |

| | | | |
|-----------------|--------------------|-------------|-------------|
| Aircraft Rental | CGL | \$1,000,000 | \$3,000,000 |
| | Premises Liability | \$1,000,000 | None |
| | Product Liability | \$5,000,000 | Aggregate |
| Aircraft Sales | CGL | \$1,000,000 | \$3,000,000 |
| Restaurant | CGL | \$1,000,000 | \$3,000,000 |
| | Premises Liability | \$1,000,000 | None |
| Taxi-Cabs | Automobile | \$1,000,000 | N/A |
| | CGL | \$1,000,000 | \$1,000,000 |
| Rental Cars | Automobile | \$2,000,000 | N/A |
| | CGL | \$2,000,000 | \$2,000,000 |
| Shuttle Bus | Automobile | \$5,000,000 | N/A |
| | CGL | \$5,000,000 | \$5,000,000 |
| Concessionaire | CGL | \$1,000,000 | \$3,000,000 |
| | Premises Liability | \$1,000,000 | None |

SECTION 108 – MODIFICATION OF STANDARDS

A. AUTHORITY

The University of Central Missouri reserves the right to modify, alter or change any and or all parts of these standards at any time for the conduct of commercial activities and the safety and security of the University of Central Missouri and the general public.



Holly Weiss <hweiss@ucmo.edu>

Fwd: Skyhaven Airport Hangar Lease Renewal Reminder

Christopher Holland <chholland@ucmo.edu>

Wed, Oct 9, 2024 at 10:07 AM

To: Holly Weiss <hweiss@ucmo.edu>

Good Morning, I just received this in response to our reminder email. I wanted to share it with you for input.

Thanks

Chris

----- Forwarded message -----

From: [REDACTED]

Date: Wed, Oct 9, 2024 at 9:59 AM

Subject: RE: Skyhaven Airport Hangar Lease Renewal Reminder

To: Phillip Burns <pburns@ucmo.edu>, Chris Holland <chholland@ucmo.edu>

Chris,

I just want to clarify my rights under the new lease/license agreement that the Skyhaven hangar tenants are required to sign by October 15th as referenced by your email below. Is it correct that there is a complete prohibition on commercial activity at the airport by non-UCM A&P mechanics and IAs? I would like you to clarify this because it will have the effect of ending my maintenance operation on the field. In light of what it's going to do to my business, can this restriction be removed or modified with a secondary agreement that can be signed prior to the lease/license agreement?

Additionally, if commercial A&P services are not authorized for tenants, how are my current customers on the field expected to maintain their aircraft?

I'm hoping to remain a tenant at the airport and will need to know what the policy is going forward.

Thank you,

[REDACTED]

From: Phillip Burns <pburns@ucmo.edu>**Sent:** Monday, October 7, 2024 1:50 PM**Subject:** Skyhaven Airport Hangar Lease Renewal Reminder**EXHIBIT****B**

7 October 2024

Dear [REDACTED], we would like to remind you that October 15th is the deadline for the new hangar lease agreement.

If you are receiving this message it is because we currently do not have a new agreement on file to take effect on November 1, 2024.

If you have any questions regarding the new license agreement, please reach out to Chris Holland at cholland@ucmo.edu or at (660) 543-4916. You can also reach out to me Phillip Burns at pburns@ucmo.edu or at (660) 543-4460.

Sincerely,

--

Phillip Burns

Assistant Airport Manager/ A&P

University of Central Missouri

Department of Aviation

Max B. Swisher Skyhaven Airport

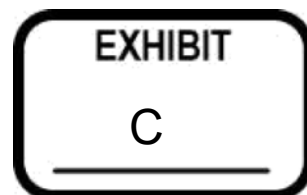
Office: (660) 543- 4460

pburns@ucmo.edu

**University of Central Missouri
Max B. Swisher/Skyhaven Airport**

**AIRPORT RULES AND
REGULATIONS
Including
MINIMUM STANDARDS FOR
COMMERCIAL
AERONAUTICAL ACTIVITIES**

Effective: January 2025



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SECTION 1 GENERAL INFORMATION

1-1. GENERAL

Location: The Max B. Swisher Skyhaven Airport is located at 160 NW 251 Road, approximately three (3) miles west of Warrensburg, Missouri on U.S. HWY. 50.

Mailing Address:

Max B. Swisher Skyhaven Airport

University of Central Missouri

281 HWY 50

Warrensburg, Missouri 64093

Airport / Operator Class: The Max B. Swisher Skyhaven Airport is owned and operated by the University of Central Missouri (“University” or “UCM”) and serves as the training facility for UCM’s nationally recognized aviation program. It is also open to the public as a general aviation airport. The airport operates under the authority of the Dean, College of Business and Professional Studies by delegation of the University President.

1-2. SCOPE

The University of Central Missouri, being the owner and in the position of responsibility for the administration of the Max B. Swisher Skyhaven Airport (“Airport”) does hereby establish the following Rules and Regulations including Minimum Standards for Commercial Aeronautical Activities (“Rules”). These Rules may be amended from time to time at the sole discretion of the University. For any contingencies not covered by these Rules, the University is authorized to establish such additional provisions as may seem desirable and proper to ensure the safety and efficiency of the Airport.

The Rules are intended to be the governing document for the use and operation of the Airport. The governing document includes rules, regulations, and procedures for public, licensee, and tenant use. It also includes minimum standards and procedures for those wishing to provide commercial aeronautical services to the public. The procedures ensure

that those who have undertaken to provide commodities and services as approved and contracted for by the University are doing so in accordance with federal and state laws and University Policy. These Rules were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development that may occur at the Airport and to promote fair competition at Airport.

All persons on any part of the property comprising the Airport shall be governed by the rules prescribed herein and by other applicable University, Federal, State and local regulations relative to the use or occupation of any part of the property comprising the Airport.

These Rules and other documents related to the governance of the Airport can be found at <https://www.ucmo.edu/offices/skyhaven-airport/index.php>

1-3. DEFINITIONS

The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in the section.

Aircraft: "Aircraft" means any apparatus now known or invented in the future for flight.

Airport: "Airport" means the Max B. Swisher Skyhaven Airport as it now exists, as it may be expanded in the future, and all improvements thereon. Where provisions in this chapter refer to real estate or to property or to activities not otherwise located or identified, they shall be in reference to real estate, property, and activities on, located at, or taking place at the airport.

Airport Manager: "Airport Manager" is the duly authorized representative appointed by the Dean. The Airport Manager shall supervise the airport staff and be responsible for the operation, management and maintenance of the airport and all facilities and equipment in connection therewith for the enforcement of these minimum standards.

Emergency Vehicle: "Emergency Vehicle" means any Police or Fire Department vehicle, and ambulances.

Fixed Base Operator: A "Fixed Base Operator" means any aviation related business duly licensed and authorized by written agreement with the airport owner to provide aeronautical activities and services at the Airport.

Flying Club: "Flying Club" shall mean any non-commercial organization or group of persons joining together equally or proportionately in aircraft ownership for the personal pleasure and use of participating members only to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

General Service: "General Service" means any business or service activity associated with, supporting, or complementary to any aeronautical activity.

Independent Contractor: "Independent Contractor" (IC) means any person not employed by a Fixed Base Operator who is providing authorized aeronautical services for hire at the Airport.

Landside: "Landside" means all buildings and surfaces on the airport used by surface vehicular and pedestrian traffic.

Large Aircraft: "Large Aircraft" is an aircraft of more than 12,500 pounds maximum certified takeoff weight.

Motor Vehicle: "Motor Vehicle" means any vehicle that is self-propelled, not to include aircraft.

Owner: "Owner" means any person or group owning an aircraft or motor vehicle located at or being stored at the Airport.

Person: "Person" means any individual, firm, co-partnership, corporation, company (including any assignee, receiver, trustee or similar representative thereof), any group, United States of America, any state or political subdivision thereof, any foreign government or the United Nations.

Public Aircraft Facilities: "Public Aircraft Facilities" means the following facilities as they are from time to time provided and made available by the University for Public Use by all aircraft and their operators:

- Public runways for the purpose of landing and taking-off of aircraft.
- Public taxiways for the purpose of ground movement of aircraft.
- Public aircraft parking space for the purpose of parking and storing aircraft, loading and unloading passengers, baggage, freight, mail, and other cargo upon and from aircraft, aircraft performing operations incidental to the immediate arrival or departure of aircraft and servicing with fuel, and for parking mobile equipment actively used in connection with the foregoing.
- The area in the vicinity of the Terminal Building known as ramp or apron space (and any future additions thereto and improvements thereto), provided for the purpose of performing operations incidental to the immediate preparation for aircraft for departure such as servicing with fuels and inspection.
- Any other space provided by the University for public use by aircraft operators at the Airport.

Ramp Privilege: "Ramp Privilege" means the driving of a vehicle upon an aircraft parking ramp of the airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity. See Airport Rules and Regulations for requirements and procedures.

Self-fueling Operator: “Self-fueling Operator” means a person who dispenses aviation fuel to aircraft owned by such person, or to aircraft leased from others and operated by such person.

Small Aircraft: “Small Aircraft” is an aircraft of 12,500 pounds or less maximum certified take-off weight.

Special Purpose Organization: "Special Purpose Organization" (SPO) means any non-commercial organization, other than a flying club, which is organized and operates with the specific purpose of supporting, promoting, or preserving some aspect of aviation.

Student: “Student” means any person enrolled in classes at the University of Central Missouri.

Temporary Independent Contractor: "Temporary Independent Contractor" (TIC) means any person not employed by the Fixed Base Operator performing authorized aeronautical services for hire on the Airport which: (a) is engaged by the Fixed Base Operator or aircraft owner to perform a specific purpose, (b) operates on the Airport to perform such service for thirty (30) consecutive calendar days or less, (c) performs such service in or on premises leased or licensed by the Fixed Base Operator or aircraft owner (excluding flight instruction), and (d) does not regularly perform aeronautical services for hire on the Airport. For purposes of this definition, a person is deemed to regularly provide aeronautical services for hire on the Airport if, for compensation, they provide aeronautical services at the Airport on thirty-one (31) or more cumulative days (consecutive or nonconsecutive) in a calendar year.

University: “University” means the University of Central Missouri (UCM).

Vehicle: "Vehicle" means any device by which any person or property is or may be transported or drawn upon a highway, including bicycles.

1-4. LEGAL RESPONSIBILITY AND COMPLIANCE

1-4.A. COMPLIANCE WITH FEDERAL REGULATIONS. All users of the airport, including licensees, tenants, and the public, agree to conform to and comply with all pertinent and applicable federal regulations, to include but not limited to:

- 14 CFR 77 (Airspace)
- 49 CFR 21 (Nondiscrimination)
- Section 308 Federal Aviation Act of 1958 (Exclusive Rights)
- NFPA 407 (Fuel Facilities)
- NFPA 30 (Fueling Vehicles)
- Federal Grant Assurance

1-4.B. EXCLUSIVE RIGHTS. Nothing in these Minimum Standards grants an exclusive right between a licensee, tenant, or airport user and UCM. Based on issues of safety and security, and to operate the airport efficiently, the University of Central Missouri reserves the right to operate as the single source provider of services at Skyhaven Airport.

1-4.C. COMPLIANCE WITH STATE REGULATIONS. All users of the airport, including licensees, tenants, and the public, will obey and comply with all pertinent and applicable state regulations.

1-4.D. COMPLIANCE WITH UNIVERSITY POLICIES. All users of the airport, including licensees, tenants, and the public, will comply with pertinent and applicable University policies and regulations to include, but not limited to:

- Airport Emergency Plan (“AEP”)
- All University of Central Missouri Policies located in the Policy Library on the University website at <https://www.ucmo.edu/offices/general-counsel/university-policy-library/index.php>
- Airport governing documents, manuals, and policies can be located at <https://www.ucmo.edu/offices/skyhaven-airport/index.php> or upon request from the Airport Manager.

1-5. POLICE POWER

The Airport Manager shall make necessary and appropriate arrangements with the University Department of Public Safety for the security of the airport.

1-6. LIABILITY

Any Person using the Airport and its facilities shall do so at their own risk. The University assumes no responsibility for loss, injury, damage, personal injury, or death to the person or property however caused or from fire, theft, vandalism, wind, flood, earthquakes, or any acts of God, of the public enemy, or for any other reason.

1-7. PENALTIES

Any Person who knowingly and willfully violates any provision prescribed in these Rules, or any valid order or instruction issued by the University, may be removed or ejected from the airport premises. The University may deny the use of the Airport and its facilities to any such person if the University determines that such denial is necessary.

1-8. LOST ARTICLES

All lost articles shall be turned in to the Airport Manager's office by the finders. Any such articles not claimed in sixty (60) days may be disposed of.

1-9. UNIVERSITY DEPARTMENT OF AVIATION

The University Department of Aviation has utilization rights to the following buildings owned by the University: Hangar Three, T-Hangars 1-10, T-Hangars 13, 14, 22, and 24, Open T-Hangars E-2, E-4, W-1, and W-10. Tie-Down parking will be provided on the Airport Apron for at least 19 aircraft in consecutive order segregating the University Department of Aviation's aircraft from the other Airport users and transient aircraft. The University Department of Aviation provides fuel and pilot supplies to students and the public.

1-10. EMERGENCY PROCEDURES

All users of the Airport, including licensees, tenants, and the public, should be aware of and comply with the Airport Emergency Plan listed on the Airport website at the link, <https://www.ucmo.edu/offices/skyhaven-airport/index.php>

1-11. GENERAL AVIATION SECURITY INFORMATION

1-11.A. What to Look for:

- Aircraft with unusual or unauthorized modifications.
- Persons or vehicles loitering for extended periods in the vicinity of parked aircraft, in air operations areas, or around the airport.
- Pilots who appear to be under the control of other persons.
- Persons with above average interests in aircraft and their performance capabilities.
- Persons wishing to obtain aircraft without presenting proper credentials or persons who present apparently valid credentials but do not have a corresponding level of aviation knowledge.
- Stolen or missing aircraft.
- Anything that doesn't look right or does not fit the pattern of lawful normal activity at your airport.

1-11.B. How to Report Suspicious Activity

****For emergencies, immediately dial 911. Then notify airport management. For all other activities, contact your primary agency and secondary agencies.**

- Primary Agency: University of Central Missouri, Public Safety; 660-534-4123
- Secondary Agencies:
 - Warrensburg Police Department; 660-747-91333
 - Johnson County Sheriff; 816-5249200
 - Federal Aviation Administration; 816-329-4000
 - TSA GA Safety Hotline; 866-GA-SECURE
 - Kansas City FBI; 816-512-8200

SECTION 2 RULES AND REGULATIONS

2-1. PUBLIC, TENANT, AND LICENSEE USAGE

- 2-1.A. CONDUCT. No person shall be or become intoxicated, commit any disorderly, obscene or indecent act, commit any act of nuisance, conduct or engage in any form of gambling, nor commit or engage in any other illegal act on the Airport. Any Airport tenant or licensee hosting or allowing use of leased or licensed facilities for special activities, gatherings, or parties on the Airport premises must obtain prior permission from the Airport Manager and is responsible for ensuring guests are aware of and adhere to these requirements.
- 2-1.B. SANITATION. No person shall dispose of garbage, papers, refuse, or other material on the Airport except in the receptacles provided for that purpose.
- 2-1.C. PRESERVATION OF PROPERTY. No person shall destroy, deface, or disturb in any way any tree, building, sign, equipment, marker, or other structure; or make any excavations on the Airport without permission of the University; or willfully abandon any personal property on the Airport.
- 2-1.D. WEAPONS, EXPLOSIVES, AND FLAMMABLE MATERIALS. No person shall carry any weapons, explosives or flammable materials on the Airport except in accordance with applicable federal, state, and local provisions.
- 2-1.E. INTERFERING OR TAMPERING WITH AIRCRAFT. No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft; or use any aircraft, aircraft parts, instruments, or tools, without permission of the owner.
- 2-1.F. RESTRICTED AREAS. No person shall enter upon the field areas, utilities and service roads or areas, or other areas as may be designated restricted except:
- Persons authorized by the University.
 - Persons authorized by the Airport Manager.
 - Passengers, under appropriate supervision, entering the apron for the purpose of embarkation or debarkation.
 - Licensee and their employees as authorized in an approved license.
- 2-1.G. ROADS AND WALKS. No person shall travel on the Airport other than on the hangar access taxiways, roads, walks, or place provided for the particular class of

traffic. No person shall occupy the hangar access taxiways, roads or walks in such a manner as to hinder or obstruct their proper use.

- 2-1.H. ANIMALS OR PETS. Animals will not be permitted in any University owned building or other areas of the Airport, with the exception of service animals for those with disabilities in appropriate circumstances in accordance with UCM policy. Animals properly restrained and confined for transportation via aircraft are allowed.
- 2-1.I. LOITERING AND REFUSAL TO COMPLY. No person shall loiter on any part of the airport. Any person or persons who shall refuse to comply with this provision, after proper request to do so shall be requested to leave the airport, and in the event of their failure to comply with the request or abide by the regulations of Skyhaven Airport shall be regarded as a trespasser. In the instance this person is a UCM student they may be reported to Student Affairs for disciplinary action.
- 2-1.J. MODEL AIRCRAFT, ROCKETS, PARACHUTE JUMPING. No person shall operate or release any kite, balloon, model aircraft or rocket, engage in a preplanned parachute jump, anywhere on the airport, or in the runway protection areas or other restricted areas, without permission of the Airport Manager.
- 2-1.K. USE OF SHOP AREAS. All shops, garages, equipment, and facilities are expressly for the conduct of the owners or licensee's business and operations. No persons other than employees of the owner or licensee shall make use of these facilities or loiter around such premises without individual and specific permission of the owner or licensee. This section applies to Airport premises as well as all licensed premises.
- 2-1.L. TRASH CONTAINERS. Areas to be used for trash or garbage containers shall be designated by the University, and no other areas shall be used. Designated areas shall be kept clean and sanitary at all times. These containers will not be used for the disposal of hazardous materials, proper disposal of such materials is the sole responsibility of the individual user and must be done in accordance with UCM policy.

2-1.M. STORAGE OF EQUIPMENT. No Tenant or Licensee at the Airport shall store or stack materials or equipment in such a manner as to constitute a hazard to personnel or property.

2-1.N. MAINTENANCE. All Tenants and Licensees must maintain their licensed property in a condition of repair, cleanliness, and general maintenance and free from all fire hazards in accordance with their individual license agreements.

2-1.O. STRUCTURAL AND DECORATIVE CHANGES. Tenants and Licensees may not make structural or decorative changes or additions of any type without the prior written permission of the University.

2-1.P. DAMAGES. Tenants, licensee, and grantees shall be fully responsible for all damages to buildings, equipment, property, and appurtenances in the ownership or custody of the University caused by their negligence, abuse, or carelessness or that of their employees, agents, customers, visitors, suppliers, or persons with whom they may do business.

2-1.Q. DEFAULT OF OBLIGATIONS

- All billings are payable upon presentation, unless otherwise noted thereon.
- Any tenant, user, licensee or grantee who is formally notified of default of any written or implied obligation to the University, whether it be for breach of performance or service covenants or non-payment, will thereafter be billed for all losses of revenue, expenses incurred to re-establish performance or service, and other costs unless the tenant, user, grantee, or licensee files with the Airport Manager within thirty (30) days of receipt of the formal notificationa statement that the corrective or preventive measures have been initiated and will diligently be carried to completion.
- If the promises contained in the statement are not fulfilled, the tenant, user, or grantee, or licensee will be considered in absolute default and the University will take appropriate lawful steps.
- This section is subordinate to license provisions that remedy default of license obligations.

2-2. AIRCRAFT OPERATION

- 2-2.A. AERONAUTICAL ACTIVITIES. All aeronautical activities at this Airport, and all flying of aircraft departing from or arriving in the airspace above this Airport, shall conform to the current pertinent regulations of the Federal Aviation Administration, State of Missouri and the Airport.
- 2-2.B. AIRCRAFT REGISTRATION AND OPERATION. The owners of all aircraft based on the Airport will register their aircraft with the airport prior to beginning operation. Any change in the ownership will require a change in registration.
- No person shall operate from the Airport any aircraft that is not airworthy and/or approved for flight by the Federal Aviation Administration.
- 2-2.C. ACCIDENT REPORTS. Any person involved in an aircraft accident occurring on the Airport shall, as soon as possible, make a full report thereof to the office of the Airport Manager, including names, addresses, and all pertinent information. The Airport Manager shall file a written copy of this report with the Safety & Risk Managers. This report is separate and distinct from reports required by the NTSB and FAA in accordance with 49 CFR, Part 830.1.
- 2-2.D. REFUSAL OF AIRPORT USE. The University may restrict or refuse any flight activity or other operation at the Airport for any reason the Airport Manager feels justifiable in the interest of public safety and welfare. The University may prohibit the use of the Airport or any part of it when the Airport Manager believes a person or the purposes intended by such person are inconsistent with the safe operation of the Airport.
- 2-2.E. CLOSING OF AIRPORT. Whenever the conditions of the Airport or any part of the Airport are determined to be unsafe for landing or taking off, a Notice to Airmen (NOTAM) closing the entire Airport or any part thereof may be issued. This shall be filed with the FAA Flight Service Station only by persons on file with the FAA as authorized by the Airport Manager. The same procedure will be followed when the Airport or part thereof is again usable.
- 2-2.F. DISABLED AIRCRAFT. The owners shall promptly remove from public view all disabled aircraft and parts thereof on the Airport. The University reserves the right to tow a disabled aircraft away or otherwise remove it at the owner's or

operator's expense, and without liability for damage which may result in the course of or after such moving. The same shall apply to the removal of a damaged aircraft.

2-2.G. AIRCRAFT MAINTENANCE. Aircraft owners may repair or service their own aircraft that constitutes preventative maintenance in accordance with 14 CFR 13.3 and/or federal, state, and local laws. Maintenance performed by A&P / IA Mechanics are subject to the following conditions depending on the airport user:

2-2.G.1. Licensees. In the event a Licensee's aircraft requires maintenance performed by a third-party A&P / IA Mechanic, the Licensee may request use of the Maintenance Hangar, a designated hangar provided to the public for aircraft maintenance. Requests for use of the Maintenance Hangar can be made by contacting the Airport Manager. The Licensee and their chosen A&P / IA Mechanic must agree to comply with the terms of the Maintenance Hangar Agreement (see Appendix 4-2). If the aircraft in need of maintenance is unable to be moved from the Licensee's hangar or circumstances prevent the aircraft from being serviced inside the Maintenance Hangar, the Airport Manager will provide accommodations as necessary with appropriate waivers/acknowledgments.

2-2.G.2. Flying Clubs. A member of the club may perform A&P / IA maintenance work on club owned aircraft only. In the event the club is a licensee, the club member performing the A&P / IA maintenance is restricted to performing the maintenance inside the licensed hangar or the Maintenance Hangar. Furthermore, the Flying Club must agree to and comply with the Flying Club Maintenance Agreement (see Appendix 4-3.)

2-2.H. Other Airport Users: Airport Users who are not Licensees or Flying Club members whose aircraft requires maintenance performed by a third-party A&P / IA Mechanic may request use of the Maintenance Hangar. Requests for use of the Maintenance Hangar can be made by contacting the Airport Manager. The Airport User and the A&P / IA Mechanic must agree to comply with the terms of the Maintenance Hangar Agreement (see Appendix 4-2). If the aircraft in need of maintenance is unable to be moved or poses a risk to safety, the Airport Manager

may accommodate or provide emergency services deemed necessary for the operation of the Airport. ENGINE STARTING AND RUN-UP. Aircraft at the Airport shall not perform run-up or engine test operations in any area that would result in a hazard to other aircraft, persons, or property.

2-2.I. AIRCRAFT PARKING. No person shall park aircraft in any area on the Airport other than that prescribed by the Airport Manager.

2-2.J. EXPERIMENTAL DEMONSTRATIONS. No experimental flight or ground demonstrations shall be conducted on the Airport without the express approval of the Airport Manager.

NOTE: The flying of an aircraft certified as experimental does not constitute experimental flight.

2-2.K. AIRPORT FACILITY DAMAGE. Any person damaging any light, fixture, or other Airport facility shall report such damage to the Airport Manager's office immediately and shall be fully responsible for any costs required to repair or replace the damaged facility as determined by UCM's Facilities Planning and Operations.

2-2.L. GROUND OPERATIONS, TAXIING, TAKE-OFFS AND LANDINGS. All operations of aircraft on the grounds of the Airport shall be such as not to endanger life or property; and aircraft operators shall at all times control speed and movement with the highest degree of care, having regard for other aircraft traffic, the presence of other persons, and the presence or movement of other property.

- All taxiing, take-offs, and landings will be made in accordance with FAA General Operating and Flight Rules.

2-3. MOTOR VEHICLES

2-3.A. LICENSING. No person shall operate motorized ground equipment of any kind on the Airport without a valid Vehicle Operator's License. The University or Airport Manager may restrict motor vehicle operations to a certain portion or segment of aircraft facility areas.

2-3.B. RULES OF OPERATION.

- No person shall operate a motor vehicle of any kind on the Airport in a reckless or negligent manner, or more than 15 miles per hour on the ramp, apron, or in aircraft parking and hangar areas.
- Pedestrians and aircraft shall at all times have right of way over vehicular traffic.
- All vehicles shall pass to the rear of taxiing aircraft.
- No person operating a motor vehicle on the Airport shall fail to give proper signals or fail to observe the directions of posted traffic signs.
- No person under the influence of alcohol or narcotic drugs shall operate a motor vehicle or aircraft on the Airport.
- No person shall operate any motor vehicle on the Airport overloaded or carrying more passengers than that for which the vehicles were designed.
- No person shall ride on the running board, stand up in the body of moving vehicles, ride on the outside of the body of a vehicle, or with arms or legs protruding from the body of motor vehicles.
- No vehicle shall be operated on the Airport if it is so constructed, equipped or loaded as to endanger persons or property.
- No person shall operate a motor scooter, truck, or other motor vehicle without exhausts protected by screens or baffles to prevent the escape of sparks or spreading of flame on the Airport.
- Any vehicle that has been permitted to operate on the Airport will not proceed closer than 250 feet from the edge of the runways without approval from the Airport Manager.
- Vehicles crossing the runway will make certain the crossing will not interfere with any aircraft operation whether flying or taxiing.
- All vehicles operating on the Airport between sunset and sunrise shall have full operating headlights and taillights visible at least 500 feet.
- During times of emergency caused by natural disaster, wind storms, aircraft accidents, and other mishaps, no private vehicles shall be allowed in the aircraft facilities area. The Airport Manager shall determine when normal operations may be resumed.

- In the event of an emergency on the Airport, only that equipment and personnel so authorized by the Airport Manager or the University shall be used.
- This section shall not apply for Police and Fire equipment responding to a bona fide emergency.

2-3.C. SPEED LIMITS. No person shall drive a motor vehicle or a motor bicycle upon any public street, road or hangar access taxiway within the limits of the Airport at a speed greater than 15 miles per hour or endanger the life, limb or the property of any person. If the rate of speed of any motor vehicle or motor bicycle within the airport premises exceeds 15 miles per hour, such rate of speed shall be prima facie evidence that the person operating such motor vehicle or motor bicycle is running at speed greater than is reasonable or having insufficient regard to the traffic or to endanger the life or limb or the property of any person. Each person shall abide by the following speed limits:

- Aircraft Parking Area – 15 mph and 5 mph within 25' of an aircraft
- Vehicle Parking Area – 5 mph
- Taxiways and Runways – As appropriate for conditions
- Congested Areas – 15 mph
- Towing Speeds
- Aircraft – 5 mph
- Equipment – single towed – 10 mph
- Equipment – multiple towed – 5 mph
- Ground Power Equipment – 15 mph
- This section shall not apply for Police and Fire equipment and vehicles responding to a bona fide emergency or to snow removal equipment and vehicles.

2-3.D. REPAIR OF MOTOR VEHICLES. No person shall clean or make any repairs to motor vehicles anywhere on the Airport other than in designated areas, except when those minor repairs are necessary to move such motor vehicles from the Airport; nor shall any person move, interfere or tamper with any motor vehicle

part, instrument, or tool thereof, without the permission of the owner or satisfactory evidence of the right to do so duly presented to the Airport Manager.

2-3.E. VEHICLE PARKING. No person shall park a motor vehicle for loading, unloading, or any other purpose on the Airport other than in the areas specifically established for parking and in the manner prescribed by signs, lines, or other means. No person shall park or abandon any motor vehicle in a manner so as to obstruct runways, taxiways, hangars, roadways or aircraft parking areas. The University shall have the authority to tow or otherwise move vehicles which are parked by their owners or operators on the Airport in excess of 48 hours at the operator's expense, and without liability for damage which may result in the course of such moving.

2-3.F. RAMP VEHICLES. The words "vehicle", "unit", "equipment", or "device" as used in these rules and regulations shall include passenger automobiles, trucks, or any mobile or movable device used in servicing aircraft and persons on any public ramp and apron area. The speed and manner of movement of any vehicle, mobile or movable device on the public ramp and apron area shall be such as not to endanger life or property; and the operator thereof shall at all times regulate and control such speed and movement with the highest degree of care, having regard for the circumstances and conditions of traffic, the presence of other living persons and creatures, and the presence or movement of other property.

2-4. SAFETY AND COMPLIANCE

All persons shall abide by and comply with the Safety standards set forth below.

Approval from the UCM Manager of Environmental Health and Safety (EHS Manager), for the storage, disposal, or use of hazardous materials or waste can be obtained by contacting the Airport Manager. The EHS Manager can also be contacted via the Airport Manager for questions or concerns regarding the subsections below. The EHS Manager will provide the Airport Manager and the Airport User with warranted written approval for record keeping purposes.

2-4.A. SMOKING. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any open flame in or upon any fuel storage area, hangar, public landing

area, public ramp or apron area, or in any other place where smoking is specifically prohibited by signs, or upon any open space within fifty feet of any fueling or defueling operation. Smoking and tobacco use will only be allowed in designated areas.

2-4.B. CLEANING OF AIRCRAFT. No person shall wash their aircraft or other vehicle with any chemical or soap other than in designated areas with containment capabilities or designated as such by UCM's EHS Manager.

2-4.C. STORAGE. No person shall keep or store any flammable liquids, gases, signal flares, or other similar material in the hangars, or in any building on the Airport; except that such materials may be kept in an aircraft in the proper receptacle installed in the aircraft for such purpose, or in rooms or areas specifically approved for such storage by UCM's EHS Manager.

- No person shall keep or store lubricating or waste oil in or about the hangars, except in sealed cans or containers of a design and type that meets the approval of the UCM's EHS Manager.
- Licensees shall provide suitable metal receptacles with self-closing covers for the storage of waste, rags, and other rubbish. All waste and rags or other rubbish shall be removed by the licensee daily, or in regular scheduled pickups, but not less than once each week.
- Gasoline, oil, and solvent drums or receptacles shall not be stored on apron and ramp areas in excess of amounts actually needed as current stock. Any material of this type that is kept in such areas will be kept enclosed and covered in housing of a design that meets the approval of the UCM's EHS Manager.

2-4.D. DOPING AND PAINTING. Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the National Fire Protection Agency ("NFPA") and in full compliance with the University's Stormwater Pollution Prevention Plan ("SWPPP"), Spill Prevention, Control and Countermeasure ("SPCC") Plan, directives and applicable legal requirements. A

waiver of this rule may be given by the UCM's EHS Manager if they so choose after investigation of proposed operation.

2-4.E. LIQUID DISPOSAL. No fuels, oils, dopes, paints, solvents, or acids shall be disposed of or dumped in drains, on the ramp areas, catch basins or ditches, or elsewhere. Airport users are responsible for safe and appropriate disposal of any waste they generate on the Airport. Failure to do so may result in revocation or suspension of airport privileges.

2-4.F. FUELING OPERATIONS. Unless otherwise approved by the Airport Manager, the following rules govern the fueling and defueling of an aircraft:

- No aircraft shall be fueled or defueled while the engine is running or being warmed by applications of exterior heat, or while such aircraft is in a hangar or an enclosed space, or while any person is in such aircraft.
- No person shall smoke within 50 feet of an aircraft being fueled or defueled.
- No person shall operate any radio transmitter or receiver or switch any electrical equipment off or on in an aircraft during fueling or defueling.
- During refueling, the aircraft and the fueling dispensing apparatus shall both be grounded to a point or points of zero electrical potential.
- No person shall use any material or equipment during fueling or defueling of aircraft which is likely to cause a spark or ignition.
- Fire extinguishers shall be within ready reach of all persons engaged in fueling or defueling aircraft.
- No person shall start the engine of any aircraft when there is liquid fuel on the ground under such aircraft.
- Fueling hoses and equipment shall be maintained in a safe, sound and non-leaking condition and shall be approved by National Board of Fire Underwriters in all respects and parts.
- All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids. This does not apply to aircraft owners that hold a valid

FAA supplemental type certificate for use of automotive fuel and dispensed fuel from approved fuel cans.

- Persons engaged in the fueling and draining of aircraft shall exercise care to prevent overflow of fuel and take proper measures to remove volatile liquids when spilled during transfer.
- No person shall transport flammable liquids into any aircraft area or refuel aircraft in areas not designated for refueling.

2-4.G. All fueling operations will be done in accordance with current FAA Advisory Circulars, refueling and quality control procedures.

2-4.H. OTHER REGULATIONS. All regulations and recommendations of the University Public Safety and Environmental Health and Safety Department shall be adhered to with regard to all aspects of fueling and handling of flammable materials.

2-4.I. OPEN FLAME OPERATIONS. No person shall conduct any open flame operations in any hangar or on the Airport unless specifically authorized by the Airport Manager and EHS Manager.

2-4.J. EXPLOSIVES AND OTHER DANGEROUS ARTICLES. No person shall store, keep, handle, use, disperse or transport at, in or upon the airport any class A or class B explosives or any class A poisons (as defined in the Interstate Commission Regulations for transportation of explosives and other dangerous articles), or any other poisonous substances, liquids, gas, compressed gas, or any radioactive substance in such manner likely to unreasonably endanger persons or property.

2-4.K. EXPLOSIVES AND ARTICLES BARRED. No person shall, without prior permission of the Airport Manager, keep, transport, handle or store at, in or upon the Airport, any cargo of explosives or other dangerous articles which are barred from loading in or transportation by civil aircraft in the United States under the current federal regulations. The Airport Manager shall be notified at least twenty-four (24) hours in advance, Monday through Friday from 8:00a.m. to 5:00 p.m., to permit full investigation and clearance for any operation requiring a waiver of this

regulation. Requests for waivers initiated during all other times may require additional time to determine approval status.

2-4.L. RADIOACTIVE MATERIALS. No person shall without prior permission of the Airport Manager, store, keep, handle, use or transport at, in or upon the airport, any quantity of radioactive materials except for medical purposes. No storage of medical radioactive materials is permitted without the approval of UCM's EHS Manager.

- Advance notice of at least twenty-four hours shall be given the Airport Manager to permit full investigation and clearance for any operation requiring a waiver of this regulation.

2-4.M. PAVEMENT AND FLOOR CARE. All Licensees and users of the Airport shall keep the floors of the hangars, hangar areas, terminal apron and ramp areas clean and clear of oil, grease, and other materials or stains except as may be provided to the contrary in any specific licenses or contracts.

2-5. FLYING CLUBS AND SPECIAL PURPOSE ORGANIZATIONS

2-5.A. VERIFICATION. Flying clubs and Special Purpose Organizations ("SPO") will provide documentation of the club or organization's to verify their status as a Flying Club or SPO, to the Airport Manager to keep on file. The following provisions are for non-commercial entities.

2-5.A.1. The Airport Manager may request a membership list, a list of aircraft registered as owned by the Flying Club, and insurance documentation for Airport records. Flying Clubs should periodically provide the Airport with updated membership and aircraft documentation once a year.

2-5.B. STATUS. Flying Clubs are treated as individuals and enjoy the rights and benefits afforded to them as Owners or Individuals under FAA regulations.

2-5.C. APPROVAL OF AIRPORT MANAGER. Generally, Flying Clubs and SPO's do not need special permission to use public areas of the airport. However, in the event the Flying Club or SPO is engaging in any of the following activities, written approval from the Airport Manager is required for safety purposes:

- Skydiving

- Airshows

2-5.D. COMMERCIAL OPERATION PROHIBITED. A flying club or Special Purpose Organization is by definition not a commercial entity and thus it or any individual member thereof shall not provide instruction for other than its members, nor shall it operate or provide charter service or engage in any commercial operation.

NOTE: This only applies to flying clubs and Special Purpose Organizations. This does not limit the potential for Commercial Operations at Skyhaven Airport.

2-5.E. USE OF INDEPENDENT CONTRACTORS AND TEMPORARY INDEPENDENT CONTRACTORS. Flying Clubs or SPOs using Independent Contractors (ICs) or Temporary Independent Contractors (TICs) as a means of satisfying member requirements are reminded to ensure the ICs and TICs meet all requirements and are registered with the Airport.

2-6. INSURANCE REQUIREMENTS

2-6.A. DEFINITION OF INSURANCE. All users, tenants, vendors and entities not affiliated with or working for the University of Central Missouri shall hold the University of Central Missouri and the Skyhaven Airport and any and all employees of the University of Central Missouri and Skyhaven Airport, university trustees, governors blameless for all damage to life and limb incurred during or as a result of the execution of work or services provided. Liability and property damage insurance must cover loss or damage to any aircraft, vehicle, buildings, fixtures, structures, equipment, or personal injury on the airport premises. Proof of insurance must be submitted to the University of Central Missouri, with proof of a Certificate of Insurance prior to conducting operations at or upon the airport. The insurance carrier will provide written notice to the Airport Director at least two weeks prior to any changes, alteration or cancellation of any insurance.

2-6.B. COVERAGE AMOUNTS. At a minimum the following per occurrence and aggregate insurance amounts will apply to the Skyhaven Airport for individuals or entities who are contracted to use space at the airport or desire to operate a business at or upon the airport. UCM reserves the right to require additional insurance coverage depending on the purpose, use, or activity the individual or

entity will conduct. These coverage amounts are subject to change at any time with or without advanced notice.

General Liability: Insurance is to be set at minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

- Property Damage \$1,000,000/\$2,000,000
- Personal Injury \$1,000,000/\$2,000,000
- Bodily Injury \$1,000,000/\$2,000,000
- Fire Damage \$ 300,000
- Medical Expense \$ 5,000

SECTION 3 MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

3-1. GENERAL.

The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the Skyhaven Airport patrons.

3-1.A. AVIATION RELATED OPERATIONS. Any activity which involves or makes possible the operation of an aircraft or aerial vehicle that would use the airport as well as any operation performed in the function of contributing to or as required for the safe operations of aircraft or aerial vehicles that include, but are not limited to the following:

- Air Carrier Operations
- Charter Operations
- Flight Training
- Aircraft Rental
- Scenic Flights
- Aerial Photography
- Agricultural Applications

- Aerial Advertising
- Aerial Surveying/Search & Rescue
- Aircraft Sales
- Aircraft Maintenance
- Aircraft Painting
- Aviation Petroleum Sales
- Aircraft Parts Sales
- Avionics Repair/Sales
- Activities Directly Related To Operating Aircraft

3-1.B. NON-AVIATION RELATED OPERATIONS. Any activity which does not involve the operation of an aircraft or aerial vehicle at the airport and has no direct supporting role in the operation or safety of aircraft or aerial vehicles but would provide a supporting function that would operate a business at the airport to include, but not limited to the following:

- Automobile Rental/Leasing
- Catering/Vending
- Restaurants
- Retail Sales
- Media Sales
- Consultants
- Lodging Facilities
- Transportation Services
- Research And Development
- Agricultural Industries/Farming Operations
- Recreational Activities

3-2. APPLICATION

3-2.A. APPLICATION REQUIREMENTS. Any individual, corporation, s-corporation, limited liability corporation, limited liability partnership, partnership, sole proprietor, firm or entity desiring to conduct, perform or to engage in any commercial activity at or upon the property of the Skyhaven Airport shall submit

to the University of Central Missouri through the office of the Airport Manager a written request of proposed activities to include the following but not limited to;

- Name of proposed business and owner, principals, or agents
- Type of activity to be conducted and services provided
- Quantitative proposed business plan with projected financial assessments
- Amount of land desired to lease
- Building space that will be constructed or leased
- Number of aircraft that will be provided
- Equipment and special tooling to be provided
- Number of persons to be employed
- Short resume for each of the owner and financial backers
- Short resume of the manager of the business (if different from 9 above) including experience and background in managing a business of this nature
- Periods (days and hours) of proposed operation
- Methods to be used to attract new business (advertising and incentives)
- Amenities to be provided to attract business
- Type and quantity of insurance coverage with coverage limits
- Responsibility and capability of applicant and staff capable of conducting, performing, maintaining, providing and servicing the needs of the general public plans for physical expansion, if business should warrant such expansion

3-2.B. SUBMISSION REQUIREMENTS. All pre-applications shall be submitted to the Airport Manager no less than 30 calendar days prior to the anticipated starting of operations at the airport unless otherwise directed by University of Central Missouri. All applications received by the Airport Manager will be signed and forwarded to the University of Central Missouri legal department for review and consultation with the authorized UCM decision maker. Once the application is approved by the legal department as to form and content a written agreement will be drafted and become binding once signed by all interested parties.

3-2.C. OPERATIONAL REQUIREMENTS. All applicants will be required to provide written proof of any certificate, license or registration necessary for performing proposed activities at or upon the airport property.

3-3. CONTRACTS AND LEASES

Any individual, corporation, s-corporation, limited liability corporation, limited liability partnership, partnership, sole proprietor, firm or entity desiring to conduct, perform or to engage in any commercial activity at or upon the property of the Skyhaven Airport shall have executed a legally binding written lease, license, agreement, contract, or other appropriate permit with the University of Central Missouri prior to the start of any operation at or upon the airport.

3-3.A. LENGTH AND DURATION OF CONTRACTS, LEASES AND AGREEMENTS

- 3-3.A.1. CONTRACTS. No contract will be issued to any applicant that would exceed a 12 consecutive month period provided the applicant cannot prove with significant and sufficient detail why a longer period would be required for the normal operation of activity being conducted. Generally, no contract will be awarded beyond a 60 month period.
- 3-3.A.2. SUB LEASES OR SUB LICENSES. No tenant or licensee shall assign or sublease to any other individuals, parties or firms the rights acquired in their agreement with UCM, whether partially or wholly, without written approval by the University of Central Missouri. Any tenant or licensee who so desires to assign or sublease will provide a written request to the University of Central Missouri and will be obligated to submit any information requested by the University of Central Missouri who will evaluate and make recommendation to any proposed assignment or sublease. The decision of the University of Central Missouri to accept or deny any assignment or sublease is final.
- 3-3.A.3. AGREEMENTS. All agreements will be represented by an official written agreement between the University of Central Missouri and stated party or

parties and will remain in effect unless otherwise stipulated in the agreement.

All agreements are subject to approval by UCM.

- 3-3.B. **AUTHORITY.** The University of Central Missouri reserves the right to accept or to deny any portion and or all portions of any contract, lease, license or agreement. Furthermore, all contracts, leases and agreements are subject to any and or all provisions of applicable Federal, State, Local or University laws, rules, orders and regulations.

3-4. BUILDINGS AND FACILITIES

- 3-4.A. **MODIFACTION, ALTERATION AND ADDITION TO LEASED OR LICENSED FACILITIES.** With written consent by the University of Central Missouri tenants or licensees may have the right to make such reasonable changes, alterations or additions to the premises necessary for the conduct of the business operation and any such changes, alterations or additions to the premises shall, at the option of the University of Central Missouri, become the property of the University of Central Missouri and remain upon and surrendered with the premises as a part of the termination of a lease or license. The University of Central Missouri reserves the right to require a tenant or licensee upon termination of a building lease agreement to restore the premises to a condition equal to or comparable to how it was received by the tenant or licensee, less reasonable wear and tear expected.
- 3-4.B. **BUILDING CODES AND STANDARDS.** Any proposed modifications, alterations or additions will conform to all applicable Federal, State, Local and University codes and standards. Furthermore, all plans, blueprints and drawings will be submitted to the University of Central Missouri for approval prior to making any modifications, changes or alterations to any facility. In the case of new facility construction all plans, blueprints and drawings will be submitted to the University for approval and will conform to all applicable codes and standards prescribed herein.
- 3-4.C. **LANDSCAPING STANDARDS.** All landscaping at the Airport shall be in the direction and control of UCM.

- 3-4.D. ADVERTISING. All advertising for the tenant's or licensee's business purposes will be the tenant's or licensee's responsibility to install and maintain advertising material. Prior to the installation or erection of advertising structures a detailed and graphical example of the proposed advertisement, including the location of the advertisement will be submitted to the University of Central Missouri for approval. Advertisements that will adversely affect the safe operation of aircraft, or would be in violation of 14 CFR 77 regulations will not be allowed at or upon the airport at any time. If required to do so the tenant or licensee will be responsible for removal of any and all advertisement upon termination of a lease or license agreement at their own expense.
- 3-4.E. AUTOMOBILE AND AIRCRAFT PARKING. The University of Central Missouri, when applicable and practicable, will attempt to provide the public with ample and suitable parking area space for the purpose of conducting normal business operations at or upon the airport. Furthermore, design, installation and maintenance of any parking facilities will be done so by the University of Central Missouri unless alternative options are agreed upon by all interested parties involved in a leased premises.
- 3-4.F. NEW FACILITY CONSTRUCTION. Prior to the start of construction by a proposed tenant, a signed lease must be executed between the proposed tenant and the University of Central Missouri.
- 3-4.G. AIRPORT ZONING
- 3-4.G.1. BUILDING HEIGHTS. No building located or constructed at or upon the airport will exceed a maximum height of 200 feet above ground level ("AGL") unless determined not to interfere with the safe operation of aircraft as directed by 14 CFR 77 and is required for the normal operation of business.
- 3-4.G.2. COMMERCIAL AND INDUSTRIAL OPERATIONS. All airport business requiring airfield access via a taxi-lane and/or a taxiway will be zoned commercial activities and will subsequently be regulated by designated zoning requirements. Industrial operations will have full access to landside areas of the airport and will be regulated by designated zoning requirements.

3-4.G.3. ZONING AUTHORIZATION. The University of Central Missouri reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions and to prevent any tenant operating at or upon the airport from erecting, permit to be erected, any building or structure on the airport which would limit the usefulness of the airport or constitute a hazard to aircraft. Furthermore, the University of Central Missouri reserves the right to develop and/or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or view of the tenant and without interference or hindrance.

3-5. LAND DEVELOPMENT

3-5.A. GENERAL. All applicants desiring to develop property at the Skyhaven Airport must prepare and submit an approved Storm Water Pollution Prevention Plan to the University of Central Missouri Environmental Health and Safety Department for approval prior to the execution of any contract, lease or agreement with the University of Central Missouri. In addition, land developers will be required to meet the requirements of the pre-application portion of the minimum standards as well as all other sections that are applicable.

3-6. LEGAL COMPLIANCE

3-6.A. COMPLIANCE WITH FEDERAL REGULATIONS. No contract, lease or agreement will be executed with the University of Central Missouri that does not conform to all pertinent and applicable federal regulations, which may include but not limited to:

- 14 CFR 77 (Airspace)
- 49 CFR 21 (Nondiscrimination)
- Section 308 Federal Aviation Act of 1958 (Exclusive Rights)
- NFPA 407 (Fuel Facilities)
- NFPA 30 (Fueling Vehicles)
- Federal Grant Assurance

3-6.B. EXCLUSIVE RIGHTS. Under no circumstance will an exclusive rights contract, lease or agreement be executed with the University of Central Missouri. Based on issues of safety and security, and to operate the airport efficiently, the University of Central Missouri reserves the right to operate as the single source provider of services at Skyhaven Airport.

3-6.C. COMPLIANCE WITH STATE REGULATIONS. No contract, lease or agreement will be executed with the University of Central Missouri that does not conform to all pertinent and applicable state regulations.

3-6.D. COMPLIANCE WITH UNIVERSITY POLICIES. No contract, lease or agreement will be executed with the University of Central Missouri that does not conform to all pertinent and applicable university policies and regulations which may include, but are not limited to:

- Safety Management System Manual (“SMS”)
- Airport Emergency Plan (“AEP”)
- UCM Policies and Procedures

3-7. FEES, RATES, AND CHARGES

3-7.A. ESTABLISHMENT OF FEES. The University of Central Missouri reserves the right to establish fees for any and/or all services provided at the airport to include but not limited to:

- Aircraft Landing
- Aircraft Tie Down
- Aircraft/Automobile Parking
- Aviation/Non Aviation Fuel Flowage
- Transportation Services/Rental Cars
- Credit/Debit Card Transactions

3-7.B. ESTABLISHMENT OF RATES. Rates charged by UCM will be established using a fair market regional cost analysis based on comparable facilities and services and may be adjusted annually using one of the following types of adjusters:

- Fixed percentage rate

- CPI adjustment rate (Previous year Consumer Price Index)
- Any generally accepted accounting practice for adjustment.

3-7.C. ESTABLISHMENT OF CHARGES. Charges will be established as necessary for the general course of operation of the Skyhaven Airport and may include but are not limited to:

- Overdraft/Return Check
- Utilities as applicable

COMMERCIAL OPERATIONS VENDOR APPLICATION

Applicants should refer to the Minimum Standards for Commercial Aeronautical Activities in the Skyhaven Airport Rules and Regulations and review pre-application requirements. Applications should be submitted to the University of Central Missouri through the office of the Airport Manager. All applications received by the Airport Manager will be signed and forwarded to the UCM Office of General Counsel for review and consultation with the authorized UCM decision maker. If the application is approved by the legal department as to form and content a written agreement will be drafted and become binding once signed by all interested parties.

Proposed Business Name: _____

Owners/Principals/Agents: _____

Type of Activity or Services Provided. _____

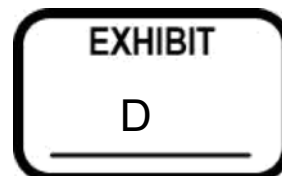
Building Space: Please note if a building space will be constructed, leased, or if applicants intend to use a Licensed Hangar. If using a hangar, please specify which hangar.

Equipment and special tooling used in Commercial Operation.

Number of persons to be employed. _____

Periods (days and hours) of proposed operation. _____

Methods to be used to attract business (advertising and incentives). _____



Amenities to be provide to attract business. _____

Type and quantity of insurance coverage with coverage limits. UCM may determine additional insurance coverage requirements. Additional insurance coverage will be addressed in the Commercial Vendor Agreement. _____

Responsibility and capability of applicant and staff capable of conducting, performing, maintaining, providing and servicing the needs of the general public plans for physical expansion, if business should warrant such expansion.

Proposed Business Plan: Please include a short resume for each of the owner and financial backers. If applicable, also include a short resume of the manager of the business (if different from above). Include experience and background in managing a business of this nature.

COMMERCIAL OPERATIONS VENDOR AGREEMENT

THIS COMMERCIAL OPERATIONS VENDOR AGREEMENT (the “Vendor Agreement”) is dated as the Effective Date by and between the UNIVERSITY OF CENTRAL MISSOURI (“UCM”), as the airport sponsor and _____ (“Business Owner”), for the operation of _____, the aviation related commercial business.

NOW THEREFORE, in consideration of the additional payment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Basic Vendor Agreement Terms. Each of the capitalized terms below shall have the respective meanings given below when used throughout this Vendor Agreement. The capitalized and basic Vendor Agreement terms described below are an integral part of this Vendor Agreement and shall be given effect as indicated by the parties.

- (a) Effective Date: Shall be the first of the month following last signature below.
- (b) Premises: UCM has identified the _____ hangar at the Max B. Swisher Skyhaven Airport, referring to hangar building and improvements to be located within, and all equipment therein. The Business Owner shall have no rights in regard to the property surrounding the Premise nor any other airport property not specifically referred to in this Agreement.
- (c) Term: The term of this Vendor Agreement is for a period commencing on the Effective Date, and five (5) years thereafter (the “Expiration Date”).
- (d) Airport Sponsor Name and Address: The University of Central Missouri
PO Box 800
Warrensburg, MO 64093
Attention: Office of General Counsel
E-mail: ogc@ucmo.edu
- (e) Licensees Name and Address:

Attention:
E-mail:

2. Premises. UCM hereby demises to Business Owner, and Business Owner hereby takes from UCM the Premises, together with all rights, privileges, easements, and appurtenances, belonging to or in any way pertaining to the Premises. The Business Owner shall access the Premises only through authorized routes and access points, as designated by UCM and

EXHIBIT

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otherwise generally available to other public users of airport services. UCM shall be responsible to keep the access ways clear of snow when the airport is otherwise open to air traffic.

3. Term. The Term of this Vendor Agreement shall commence on the Effective Date and expire on the Expiration Date, subject to the provisions hereof. A “Year” is a one-year period, beginning on the Effective Date and any anniversary thereof.
4. Fee. Business Owner agrees to pay to UCM _____ per month in addition to other fees as may be assessed based on the space being used. Each month’s commercial vendor fee shall be paid on or before the first day of each month. Should this contract be terminated early, the commercial vendor fee for any partial year shall be prorated. The term “Fee,” as used herein, shall include all amounts due pursuant to this Section 4, together with any other amounts due from Business Owner hereunder.
5. Taxes. Should any be assessed, the Business Owner shall pay any and all taxes and assessments levied against the commercial business. Business Owner shall furthermore pay directly to the appropriate taxing authority, should any be assessed, all taxes levied or assessed against any of Business Owner’s personal property or fixtures placed in the Premises and for any alterations or improvements made by Business Owner.
6. Repairs and Maintenance. UCM shall have no obligation to maintain or repair any portion of the Premises. The Business Owner shall maintain, repair and replace, and keep in good condition and repair, the Premises and all parts, components and systems of the Premises, including the improvements constructed thereon. UCM shall keep all paved areas adjacent to the Premises in good and usable state of repair throughout the Vendor Agreement Term.
7. Buildings and Facilities. The Business Owner acknowledges and agrees to section 3-4. Buildings and Facilities of the Procedure and Requirements for Commercial Operation as stated in the Airport Rules and Regulations.
8. Inspection and Other Entry. UCM, agents and representatives shall have the right to enter the Premises at any reasonable time upon prior reasonable written notice to Business Owner for the purpose of inspecting the Premises, and, within the last twelve (12) months of the Term, for exhibiting the Premises to prospective Business Owner.
9. Assignment and Subletting. Business Owner shall not assign this Vendor Agreement or any interest herein, nor sublet the Premises or any portion thereof or interest therein without the prior written consent of UCM, which may be given or withheld in UCM’s sole discretion. Any change in majority control of Business shall constitute an assignment for purposes hereof. If granted, UCM’s consent to any such assignment or subletting shall not reVendor Agreement Business Owner from any obligation or liability hereunder, and Business Owner shall remain liable to perform and satisfy all such obligations and liabilities.
10. Insurance.
 - a. At all times during the Term, the Business Owner shall purchase and maintain the following insurance policies (collectively, “Insurance”), with the coverages and policy limits (or limits of liability) noted below.
 - i. commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways, with primary limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to bodily injury or death to any one person, not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to injuries to two or more persons arising out of one accident, and

not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to property damage;

- ii. "All Risk" and extended coverage property insurance in amounts equal to the full replacement cost of all buildings and improvements constructed on the Premises, as well as all fixtures and personal property located on the Premises, naming UCM as loss payee; and
- iii. workers' compensation insurance or comparable insurance under applicable laws covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the UCM or the Premises;
- iv. All such insurance policies shall be issued by companies licensed to do business in the state where the Premises are located which are reasonably acceptable to UCM. UCM shall be named as additional insured or loss payee on all policies, except Worker's Compensation. Business Owner's insurance shall be primary and non-contributing with respect to or in excess of any insurance coverage available to or maintained by UCM. Upon UCM's reasonable request, the Business Owner shall provide to UCM reasonable evidence of all required insurance. Business Owner shall obtain policies which will not be cancelled or modified without at least thirty (30) days' prior written notice to the UCM.

11. Condemnation.

- a. In the event the entire Premises shall be taken or appropriated by any competent authority or sold under threat thereof (collectively a "taking"), or in the event of a partial taking which is material or substantial, either UCM or Business Owner may elect to terminate this Vendor Agreement by written notice to the other, and this Vendor Agreement shall terminate upon the later to occur of the date of the actual taking or the date the Premises is surrendered to the condemning authority or as otherwise set forth in such notice.
- b. In the event of any taking, the entire amount of any damage award or payment for such taking of the Premises shall be paid to UCM, and Business Owner hereby expressly assigns to UCM any right, title and interest Business Owner may claim to any part of such award; provided however, that Business Owner may pursue, and reserves the right to obtain and keep, at its own expense, any award separately made to Business Owner for Business Owner's relocation expenses and the then value of Business Owner's improvements that are subject to the taking.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Vendor Agreement, Business Owner shall be entitled to an equitable abatement of Fee.

12. Default; Remedies.

- a. If Business Owner shall (i) at any time be in default or breach in the payment of any Fee for a period of ten (10) business days after written notice thereof from UCM; or (ii) be in default or breach of the performance of any of the other covenants, terms, conditions or provisions of this Vendor Agreement and shall fail to remedy any such default specified in this clause (ii) within thirty (30) days after written notice thereof from UCM (provided, however, if remedying such default reasonably requires more than thirty days, Business Owner shall not be in default or breach hereof so long as

Business Owner commences to remedy such default during such thirty day period and thereafter diligently pursues its completion) or (iii) be the debtor of any voluntary or involuntary case commenced under the federal Bankruptcy Code or other similar laws or shall make an assignment for the benefit of creditors, or if a receiver of any property of Business Owner be appointed in any action, suit or proceeding by or against Business Owner, or if the interest of Business Owner in any portion of the Premises shall be sold under execution of other legal process, the same shall be deemed an “Event of Default” by Business Owner, and UCM shall have the rights and remedies as set forth below.

- b. Upon the occurrence of any such Event of Default by Business Owner, UCM shall have the option to pursue any one or more of the following remedies (as well as any other remedies provided by law or equity) without any notice or demand whatsoever:
- i. Enter upon and take possession of the Premises without terminating this Vendor Agreement and without relieving Business Owner of its obligation to make the payments of Fee herein reserved, and expel or remove Business Owner and any other person who may be occupying the Premises or any part thereof and any personal property or trade fixtures located therein, and change or alter the locks and other security devices, without notice to Business Owner and relet the Premises at any reasonable rental readily obtainable, and receive the Fee therefor, with UCM using commercially reasonable efforts to mitigate its damages following an Event of Default by Business Owner. In such event, Business Owner shall pay to UCM on demand the reasonable expenses of such reletting (including all repairs, Business Owner finish, improvements, brokers’ and attorneys’ fees and all loss or damage which UCM may sustain by reason of such re-entry and reletting), and any deficiency which may arise by reason of such reletting for the remainder of the Term. Business Owner shall not be entitled to any excess obtained by UCM in reletting over the Fee. UCM can bring separate actions from time to time against Business Owner to collect the Fee due and owing.
 - ii. Terminate this Vendor Agreement forthwith. In the event of such termination, Business Owner shall immediately surrender the Premises to UCM and if Business Owner fails to do so, UCM may enter upon and take possession of the Premises and expel or remove Business Owner and any other person who may be occupying the Premises or any part thereof, and any personal property or trade fixtures located therein. In the event of the termination of this Vendor Agreement as provided herein, Business Owner shall pay to UCM, on demand, the reasonable expenses of such reletting (including all repairs, Business Owner finish, improvements, brokers’ and attorneys’ fees and all loss or damage which UCM may sustain by reason of such re-entry and reletting) plus an amount equal to the difference between the Fee provided for herein and the amount of Fee received by UCM from the subsequent reletting of the Premises, for the period which would otherwise constitute the balance of the Term in full by Business Owner to UCM. UCM shall use commercially reasonable efforts to mitigate its damages following an Event of Default by Business Owner.

- iii. Cure any default of Business Owner hereunder and Business Owner shall immediately reimburse UCM for the reasonable cost thereof which shall be deemed additional Fee for purposes hereof.
 - iv. Exercise any other right or remedy available at law or in equity.
 - c. No receipt of money by UCM from Business Owner with knowledge of an Event of Default, or after the termination hereof, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Premises or any portion thereof, shall be deemed a waiver of such breach, nor shall it reinstate, continue or extend the Term of this Vendor Agreement, or affect any such notice, demand or suit.
 - d. No delay on the part of UCM in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other, or further exercise thereof or the exercise of any other right, power or privilege. All of UCM's remedies and all of Business Owner's indemnities and Business Owner's obligations arising prior to such termination shall survive termination of this Vendor Agreement or termination of Business Owner's possession hereunder.
 - e. If UCM shall be in default or breach of the performance of any of the other covenants, terms, conditions or provisions of this Vendor Agreement and shall fail to remedy any such default within thirty (30) days after written notice thereof from Business Owner the same shall be deemed an "Event of Default" by UCM, and Business Owner shall have the rights and remedies provided by law or equity.

13. Compliance with Laws, Rules and Regulations. Business Owner acknowledges and agrees to comply with section 1-4. Legal Responsibility and Compliance, section 2-4. Safety and Compliance, and section 3-6. Legal Compliance, as stated in the Airport Rules and Regulations. Business Owner shall not release any Hazardous Materials on or about the Premises except for Hazardous Materials routinely used in the ordinary course of business in compliance with Airport Rules and Regulations.

- a. Business Owner hereby does and shall indemnify, defend, release, discharge and hold harmless UCM from any loss, claim, demand, suit, judgment, liability, settlement, cost or expense including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal and/or restoration expenses incurred or imposed on UCM, arising out of, caused by or related to Business Owner's violation or breach of its covenants set forth in this Section, any contamination of the Premises or release of Hazardous Materials on or about the Premises during the Term, and any violation of the Airport Rules and Regulations during the Term.
- b. Without limitation, the term "Hazardous Material" shall mean those substances, materials and wastes: (a) included within the definitions of "Hazardous Materials", "hazardous materials", "toxic substances" or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; (b) included within the definitions of "Hazardous Materials", "hazardous materials", "toxic substances", "solid waste", "pollution", "wastes" and "hazardous wastes" in any state Statutes, and in the regulations promulgated pursuant to said laws or any

replacement thereof; (c) those substances listed by the United States Department of Transportation or by the Environmental Protection Agency and any other governmental entity as Hazardous Materials or materials; or (d) which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations.

- c. Business Owner's obligations under this Section shall survive the expiration or sooner termination of this Vendor Agreement.

14. Aeronautical and Airport Provisions. The University reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of Business Owner and without interference or hindrance. There is hereby reserved to the University, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
15. Lien. Business Owner shall not suffer or permit any liens under any construction lien law, or any other law, rule or regulation, to be filed or recorded against the Premises or against the interest of either UCM or Business Owner therein. If any such lien is filed or recorded, Business Owner shall promptly cause such lien to be discharged of record or shall insure over or bond over such lien to UCM's reasonable satisfaction.
16. Surrender. Upon the expiration or termination of this Vendor Agreement, Business Owner shall surrender the Premises on the Expiration Date inclusive of all improvements on the Premise including all parts and components thereof in good condition and repair, subject to ordinary wear and tear, and any alterations, and Business Owner shall be provided recognition by UCM of donation value of the improvements at the time of surrender. Business Owner may, prior to vacating the Premises, remove any or all of Business Owner's trade fixtures, Business Owner's fixtures, equipment, inventory and personal property; provided that Business Owner, at its sole cost, shall immediately repair, to the reasonable satisfaction of UCM, any damage caused by such removal. Any items remaining in the Premises on the expiration or termination date of this Vendor Agreement shall be deemed abandoned for all purposes and shall become the property of UCM and the latter may dispose of the same without liability of any type or nature. Business Owner's obligations set forth in this Section shall survive expiration or termination of this Vendor Agreement.
17. Subordination. The rights of Business Owner under this Vendor Agreement shall be, and are subject and subordinate at all times, to the lien of any underlying Vendor Agreement, mortgage, deed of trust or other encumbrance or lien now or hereafter in force encumbering the Premises or UCM's interest under this Vendor Agreement, provided however Business Owner is provided a Non-Disturbance Agreement from any creditor or lienholder.
18. Quiet Enjoyment. Business Owner shall and may peaceably and quietly have, hold, occupy and enjoy the Premises during the Term, subject to all matters of record, without any interruption, hindrance or molestation.
19. Miscellaneous.

- a. Successors and Assigns. This Vendor Agreement shall be binding upon the parties and their respective successors and assigns, subject to the restrictions on assignment and subletting as set forth in Section 9 hereof.
- b. Counterparts and Facsimile Execution. This Vendor Agreement may be executed by facsimile or .pdf e-mail and in counterparts, in which such case, such faxed or e-mailed signatures shall be deemed originals and all such counterparts, when taken together, shall be deemed a single instrument.
- c. Notices. Any notice or demand which either party may or must give to the other hereunder shall be in writing and sent to such party who is entitled to receive such notice at such party's address or e-mail address as set forth in Section 1 hereof (which such address or e-mail address may be changed by the giving of notice to the other party in accordance with the terms hereof). Such notice shall be deemed to have been given and received and to be effective for the commencement of any time period which commences or expires with the giving or receiving of notice as follows: (i) on the day which such notice is sent by e-mail, if the sender or giver of the notice has received electronic verification that the e-mail has been received by the recipient and the notice is also sent, at sender's cost, by overnight delivery with a nationally recognized overnight courier service; (ii) on the day after the sender or giver of the notice deposits at sender's cost such notice for overnight delivery with a nationally recognized overnight courier service, specifying next day delivery; or (iii) on the third day after sender or giver of the notice deposits at sender's cost such notice in the U.S. Mail, and such notice is sent certified, return receipt requested, or (iv) on the day of hand delivery.
- d. Time. Time is of the essence with respect to the performance of each of the covenants and agreements under this Vendor Agreement. If the date for performance of any act hereunder, or if the date of expiration of time period hereunder, falls on a Saturday, Sunday or legal holiday, then the time for performance thereof, or the date of expiration of time period thereof, shall be deemed extended to the same time on the next successive day which is not a Saturday, Sunday or legal holiday.
- e. Force Majeure. Each party shall be excused from performance of any particular obligation hereunder solely for the period of any delay when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies (collectively, "Force Majeure"); provided that Force Majeure shall not excuse or delay any monetary obligations of either party.
- f. Construction. The language used in this Vendor Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party. All terms and words used in this Vendor Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Vendor Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the correct number and gender. The captions and the sections of this Vendor Agreement are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or

intent of any section of this Vendor Agreement, nor in any way affect this Vendor Agreement.

- g. Severability. If any term, covenant or condition of this Vendor Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Vendor Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Vendor Agreement shall be valid and enforceable to the fullest extent permitted by law.
- h. Integration. This Vendor Agreement represents the entire Vendor Agreement between the parties and all prior negotiations and oral or written communications between the parties concerning the subject matter hereof are merged into and integrated into this Vendor Agreement and superseded hereby.
- i. Amendment and Waiver. No provision of this Vendor Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. No waiver of any term, provision, breach or default hereunder shall constitute or be construed as a waiver by any party of any other term or provision hereof or any prior or subsequent breach or default or of any breach or default of any other provisions of this Vendor Agreement.
- j. Further Assurances. The parties hereto agree, from time to time, to execute, deliver and furnish, or cause to be executed, delivered and furnished, such documents as may be reasonably necessary to fully consummate and effectuate the transactions contemplated under this Vendor Agreement.
- k. Attorney's Fees. In the event of any dispute or litigation arising out of this Vendor Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses including reasonable attorneys' and legal fees and expenses.
- l. Governing Law. This Vendor Agreement and the terms, provisions and conditions hereof shall be governed by and construed and enforced in accordance with the internal laws of the state in which the Premises are located (without giving effect to the conflicts of law provisions thereof).
- m. Holdover. If Business Owner holds over after the expiration of the Term and does not surrender the Premises prior to the expiration of the Term, then the Term thereafter shall be from month to month subject to all notice and termination provisions applicable to a month to month tenancy under the laws of the state in which the Premises are located and for each such month that Business Owner is holding over, Business Owner shall pay to UCM 200% of the Fee otherwise due hereunder for each month of such holdover tenancy. Nothing herein shall limit UCM's rights to remove Business Owner after the expiration of the Term.
- n. Waiver of Jury Trial. EACH PARTY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES AND RELINQUISHES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS VENDOR AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED,

OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION WITH THIS VENDOR AGREEMENT, OR (b) ARISING FROM ANY RELATIONSHIP BETWEEN THE PARTIES EXISTING IN CONNECTION WITH THIS VENDOR AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

- o. Venue. Any litigation arising hereunder, shall be subject to the jurisdiction of the Circuit Court of Johnson County, Missouri.
- p. Casualty Loss or Cessation of Airport Operations. If, during the Term of this Vendor Agreement, the airport facility operated by UCM adjacent to the Premises is so damaged by a casualty event such as storm, fire, or other natural disaster, terrorist event, or other unforeseen circumstance as to render it unusable for air traffic for more than fourteen (14) consecutive days, or air traffic is otherwise required by UCM, MODOT, FAA, or other regulatory body with appropriate jurisdiction, to be ceased for more than fourteen (14) consecutive days for routine or necessary maintenance such as runway refurbishment, then rent shall abate for the length of time such period of unusability continues, provided, however, that if such period continues for more than 365 days, Business Owner shall have the right to terminate this Vendor Agreement.
- q. Casualty Loss of Business Owner's Improvements. Should Business Owner's improvements be damaged or destroyed by fire, wind, or other cause not the fault of Business Owner or purposeful or negligent acts or omissions, Fee shall remain due and owing, however Business Owner shall have the right to elect to Terminate this Vendor Agreement within 180 days of such loss, or to reconstruct Business Owner's improvements, and in the case of such reconstruction, all provisions of this Vendor Agreement concerning the initial construction shall again apply.
- r. UCM Liability. The term "UCM" as used in the Vendor Agreement, so far as covenants or agreements on the part of UCM are concerned, shall be limited to mean and include only the owner or owners of UCM's interest in this Vendor Agreement and Premises at the time in question, and in the event of any transfer or transfers of such interest, the UCM herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all liability as respects the performance of any covenants or agreements on the part of UCM contained in this Vendor Agreement thereafter to be performed. Nothing herein shall limit or restrict UCM's right to convey, assign or transfer the Vendor Agreement or the Premises, or any part thereof. UCM's liability under this Vendor Agreement is limited to UCM's interest in the Premises and any obligations or liability of UCM under this Vendor Agreement shall be satisfied solely from the proceeds and income of the Premises.
- s. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- t. PATRIOT ACT. Each party represents to the other, and covenants that during the term of this Vendor Agreement, that such party and its Affiliates (1) are not and will not be in violation of Executive Order No. 13224, 66 Fed. Reg. 49,079 (September 23, 2001) (the "Executive Order"), the USA PATRIOT Act, Pub. L. No. 107-56, 115 Stat. 272 (2001), or the USA PATRIOT Improvement and Reauthorization Act of 2005, Pub. L. No. 109-177, 120 Stat. 192 (2005) (collectively, "Antiterrorism Laws"), and

(2) are not and will not be listed as a “Prohibited Person”, “Specially Designated Nation” or otherwise blocked person on any list promulgated or maintained under any of the Antiterrorism Laws. As used herein, “Affiliate” means any person that, directly or indirectly, through one or more intermediaries, controls a party, or which is controlled by or is under common control with such party.

- u. Authority. Each of the undersigned parties represent and warrant to the other party that each such party is authorized to execute, deliver and perform the terms of this Vendor Agreement without the consent of any third party not obtained.

IN WITNESS WHEREOF, the parties hereto have caused this Vendor Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

UNIVERSITY OF CENTRAL MISSOURI: LICENSEE:

The UNIVERSITY OF CENTRAL MISSOURI

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

IN THE CIRCUIT COURT OF JOHNSON COUNTY, MISSOURI

[REDACTED]

Plaintiff,

vs.

UNIVERSITY OF CENTRAL MISSOURI,

Defendant.

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Case No.: 23JO-CC00171

DEFENDANT'S FIRST INTERROGATORIES TO PLAINTIFF

Defendant (hereinafter "UCM"), by and through counsel, sets forth the following Interrogatories to Plaintiff as permitted by Missouri Rule of Civil Procedure 57.01. These requests are deemed to be continuing in nature, and are to be supplemented to the full extent required by the Missouri Rules of Civil Procedure.

INTERROGATORY NO. 1

Please state the name and address of the person or persons answering these interrogatories; his/her relationship to plaintiff; and his/her position of employment.

ANSWER:

[REDACTED]

Plaintiff

Self-employed & Strategic Technologies Incorporate-Aircraft Mechanic 3

My counsel also reviewed and provided assistance in the preparation of these documents.

INTERROGATORY NO. 2

EXHIBIT

F

- (c) The amount or value of any such settlement;
- (d) Whether any forms or papers (settlement documents) were executed, and describe and identify the nature of any such papers or documents;
- (e) If you do not possess or have access to the papers or forms (settlement documents) mentioned in part (d) above, then state the name and address of the person, firm, association, company, or corporation that has possession of said papers or forms (settlement documents).

ANSWER:

None.

INTERROGATORY NO. 13

Please describe in detail your and/or [REDACTED] use of T Hangar E2-102 that you lease from Defendant UCM. In your answer, please describe the purpose(s) T Hangar E2-102 is used for, and how long each purpose(s) has been used by you.

ANSWER:

Objection. The question is vague and ambiguous. Nevertheless, and without waiver, I used of the hanger, as utilized and pursuant to the terms of the lease, i.e. the storage of lockboxes, other storage bins, units, crates, boxes, tools, parts and other articles for the maintenance of aircraft. I have stored my aircraft and worked on the same, under the terms of the lease and I have done so since my execution of the same on February 23, 2012.

INTERROGATORY NO. 14

Pursuant to RSMo. 509.050, state the dollar amount of damages plaintiff is seeking as compensate on for his/her injuries for each count of your petition:

ANSWER:

\$6,661.15 and attorney's fees and court costs, the total of which shall be calculated on an ongoing basis until the conclusion of this matter.

Respectfully submitted.

[REDACTED]

COUNSEL FOR PLAINTIFF

[REDACTED]

CERTIFICATION OF ANSWERS

I, [REDACTED] hereby solemnly swear under penalty of perjury that the information given in answer to the preceding interrogatories is true and correct to the best of my knowledge and belief.

[REDACTED]

STATE OF Missouri)

)ss.

COUNTY OF Johnson)

Subscribed and sworn to before me this 25 day of July, 2024.

My commission expires: _____

[REDACTED]