



REDEFINING WHAT'S POSSIBLE

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October 15, 2025

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Federal Aviation Administration
Office of Airports
901 Locust, Room 364
Kansas City, MO 64106

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Re: Corrective Action Plan for Informal Complaint Received October 14, 2024.

Dear Mr. Joel and Ms. Muder,

Response to FAA Corrective Action Plan Review for Skyhaven Airport (RCM)

Thank you for the clarifying information included in your recent correspondence. UCM remains committed to working closely with the FAA to finalize this process and move forward with additional development projects that further expand our airport's capabilities and provide additional amenities that support the flying public.

With change comes challenge. In addition to updating our Rules and Regulations, and Minimum Standards for Commercial Aeronautical Operations, we are keenly focused on Skyhaven's proposed runway project and in-progress self-serve fuel farm project.

Below, UCM has laid out its response to and actions taken to address the FAA's specific requests. Additionally, attached you will find Exhibits which document and affirm UCM's completion of the FAA's requests as outlined in your letter of October 3rd, 2025.

A. Improved Commercial Operations Vendor Application and Agreements Process

- i. The "incidental use" carve-out has been eliminated from the Minimum Standards for Commercial Aeronautical Operations and the Rules and Regulations. See attached Exhibit 1.
 - Any language referencing "incidental use" in the application for Commercial Aeronautical Operations has been removed or clarified to reflect the FAA's direction that even incidental use of designated physical space for Commercial

Aeronautical Operations requires a CVA with UCM, as set forth in the FAA's October 3rd correspondence.

- ii. Consistent application of Minimum Standards for Commercial Aeronautical Operations is being provided to all Commercial Aeronautical Operations, without exception in the reasonable review of airport management.
- iii. The online Commercial Operations Vendor Application and published timeline for approval has been updated to provide a consistent, non-discriminatory process. Please see Exhibit 2.
- iv. A Commercial Vendor Agreement has been provided to Mr. [REDACTED] for his Commercial Aeronautical Operation which is conducted in his licensed hangar space. Please see attached Exhibits 3 and 4. Alternatively, Mr. [REDACTED] was provided a Confirmation of Use form to sign and acknowledge that he is no longer conducting Commercial Aeronautical Activity inside his licensed hangar. Please see attached Exhibit 5. UCM cannot comply with the specific request that it provides an executed CVA unless and until Mr. [REDACTED] provides one to UCM, because we have no legal authority to force Mr. [REDACTED] to sign or even consider the agreement. On October 14, 2025, Mr. [REDACTED] informed Airport Manager Robert Little, via email, that he would provide a response in the next few weeks. UCM remains ready and willing to discuss the CVA sent to Mr. [REDACTED]. Mr. [REDACTED] was provided with the same terms and conditions as Mr. [REDACTED].
- v. We have communicated with all users of the airport who occupy a designated physical space, including our licensees for hangar use and users who use our tie-down space, that any use of the designated space for the purpose of Commercial Aeronautical Activity is subject to the Minimum Standards for Commercial Aeronautical Operations and they must complete the application and be considered for a CVA with UCM. Please see attached Exhibit 6.

B. Non-Discriminatory Treatment Between UCM and Other Commercial Operations at the Airport.

- i. In the FAA's October 3rd letter, the FAA requested CVAs between the UCM "Flight School" and UCM "Repair Station." UCM understands and is complying with the FAA's designation that these UCM activities are commercial in nature and there is a need for documented terms. Due to existing unit names, the documented terms provided herein are between the Department of Aviation ("Department") and RCM. The Department of Aviation operates the flight school and the repair station and is the more accurate party for the agreement. The Department of Aviation is the authority that oversees flight instruction and all services associated with that flight instruction, for the purpose of issuing degrees on behalf of UCM. Part of the services associated with the flight instruction is maintaining the Department of Aviation's aircraft in order to provide safe flight instruction. The Department uses the designated space located inside the UCM Maintenance and Repair Station to service only the Department's aircraft.

The Department offers no services to any other parties at the repair station. Therefore, there is not a need for an agreement between RCM and the Flight School and RCM and the Repair Station, as the two are both encompassed by the Department of Aviation.

- ii. The FAA's October 3rd correspondence asked UCM to provide "legally enforceable" agreements between the units. As part of the University Central Missouri, RCM and the Department are the same legal entity and cannot enter into legally enforceable agreements with one another that have the same legal remedies, or enforcement measures an agreement between UCM and a private third party would be entitled to. However, UCM has legal authority over its own employees that it does not have regarding third party vendors. Therefore, UCM has developed a Memorandum of Agreement ("MOA") between RCM and the Department (See Exhibit 7), and an employee acknowledgment form regarding obligations thereunder (See Exhibit 13).
- iii. The MOA is similar in nature to the CVAs third party vendors must agree to operate a Commercial Aeronautical Operation. The significant difference is that some sections of the standard CVA do not legally apply to UCM as a Missouri state institution and sponsor of the airport. Further, as RCM and the Department are all part of UCM with no separate legal status, the remedies available under the standard CVA are not legally available to the parties. Importantly, UCM has additional legal authority over its own employees that it does not have over third parties, thus remedies for violation of the MOA allow for employee discipline and directive change from UCM leadership, which is not available to UCM when administering CVAs with third parties.
- iv. Historically UCM has always transferred moneys from the Department to RCM's financial ledger as a fee of sorts for the storage of aircraft in the hangar spaces occupied by the Department. The MOA now adds a fee for the use of all occupied space at the airport by the Department for Commercial Aeronautical Operations. That rate is .25 cents per square foot, which is the same rate applied to the external Commercial Operators. This new fee does not consider the Department funds and central University funds that are transferred to the airport's financial ledger for operating costs. The records of those substantial additional funds were provided to the FAA in previous submissions.
- v. Under this MOA, the UCM actors are subject to the same obligations of third party vendors. Any disputes or defaults of the MOA will be remediated by the Airport Manager and Dean of the Harmon College of Business and Professional Studies. Any disputes that cannot be resolved will be escalated immediately to the Provost of Academic Affairs.
- vi. To further emphasize UCM's additional authority over its own employees and its efforts to ensure compliance with the MOAs and Rules and Regulations and Minimum Standards for Commercial Aeronautical Operations, the Department and RCM employees will be required to sign an Employee Acknowledgement of said rules. Please see attached as Exhibit 8 examples of the UCM Skyhaven Airport Employee

Acknowledgement which have been signed by Dr. Jim Gamble, Interim Chair of the Department of Aviation, Mr. Robert Little, Airport Manager, and Mr. Phillip Burns, Assistant Airport Manager.

- vii. UCM has previously provided the FAA with the [REDACTED] Ground Lease (“Ground Lease”) (referred to by the FAA as “the Developer”). See Exhibit 9. The Ground Lease was executed prior to the formal application process and new Commercial Operations Vendor Agreement now available to potential Commercial Operators at the Airport. However, the CVA was developed using the Ground Lease for specific terms and many of the terms in the CVA are identical to those of the Ground Lease. UCM agrees with the FAA that the operations of the [REDACTED] are a Commercial Aeronautical Operation as defined by UCM’s Rules and Regulations. UCM has developed the Amendment 1 to Ground Lease, Incorporating Commercial Operation Vendor Agreement, to ensure all of the required terms in the CVA are explicit and fully incorporated into the Ground Lease. See Exhibit 10. This amendment has been sent to [REDACTED] for signature. They have informed UCM that one of the business partners is currently out of the country, and they expect to respond to the request for signature by Monday, October 20, 2025.
- viii. The FAA has informed UCM of an additional external entity that is conducting a commercial operation. Thank you for bringing this matter to our attention. The previous Airport Manager was aware but did not realize it required a Commercial Vendor Agreement as previous rules and regulations section 3-2.A, states “engage in commercial activity at or upon the property of the Skyhaven Airport within a licensed hangar or within a structure that creates a dedicated physical presence”. With the change of leadership (i.e. Airport Manager), the Assistant Airport Manager followed procedure and investigated the report that the Rules and Regulations were being violated under the revised Rules and Regulations. He then shared this finding with the new Airport Manager. The Airport Manager agreed that this is a Commercial Aeronautical Activity based upon the findings. See Exhibit 11. Management regrets this oversight. [REDACTED] was contacted by the Airport Management and informed their operation is a Commercial Aeronautical Operation under the Rules and Regulations and Minimum Standards for Commercial Aeronautical Operations and required a CVA. [REDACTED] was informed to cease operations and to follow the application process to be considered for a CVA with UCM. See Exhibit 12.
- ix. UCM has updated the Rules and Regulations to address “incidental use” consistent with the FAA’s October 3rd directive and more clearly specify that occupied designated physical spaces that are used for Commercial Aeronautical Activity at the airport are required to apply for a CVA. See previously provided Exhibit 1. The updated language removes ambiguity and ensures equal application of CVA requirements to all similarly situated providers of commercial aeronautical services through the online application and published approval timeline.

- x. UCM is demonstrating compliance with Grant Assurances 22 and 23 through consistent treatment across all operators. At this time, all licensees, tenants, and users of the airport have been informed of the application process and Commercial Aeronautical Activity requirements or received a CVA for signature. See previously provided Exhibits 3, 4, and 6. Furthermore, the substantive terms, excluding any terms specific to the aeronautical activity, have been identical to those previously offered to Mr. [REDACTED]. See previously provided Exhibit 4. As stated in the previously reviewed Rules and Regulations, these agreements are negotiable and will not necessarily be identical, as they need to have flexibility to appropriately delineate the Commercial Aeronautical Activity occurring and the Sponsor's reasonable requirements related thereto. Additional evidence of UCM's action steps is updating our Rules and Regulations and Minimum Standards for Commercial Aeronautical Operations, as prescribed by FAA guidance on the Part 13 Corrective Action Plan.

C. Enforcement of RCM's Rules and Regulations Against Unauthorized Commercial Aviation Maintenance.

- i. Per FAA correspondence in this matter, UCM has updated the Rules and Regulations and Minimum Standards for Commercial Aeronautical Operations to eliminate any ambiguity including the clarification of "Incidental Use" of designated spaces for Commercial Aeronautical Activity requiring an agreement with UCM. See previously provided Exhibit 1. The more clearly defined terms will now allow for consistent enforcement of CVA requirements for all providers during the online application, published timeline, and agreement process. UCM will continue to follow and implement its Compliance and Monitoring plan previously provided to the FAA.
- ii. Proof that all applicants are treated under the same published process and standards. UCM has had no additional applicants outside of Mr. [REDACTED] and Mr. [REDACTED] whose applications have been processed and CVAs are awaiting signature. UCM will follow the published application and agreement process, and applicants will be processed through the published approval timeline for all future applicants.
- iii. Documentation showing actual enforcement actions (investigation logs, notices and penalties) for violations of the Rules and Regulations and Minimum Standards for Commercial Aeronautical Operations. Please see above and attached as to recent report of a Commercial Aeronautical Operation being conducted by [REDACTED].
 - UCM is not aware of any courtesy arrangements and has resolved the issue that undefined exceptions were being used to bypass CVA requirements by revising its Rules and Regulations and Minimum Standards for Commercial Aeronautical Operations. UCM will continue to follow the process for online application and agreement process, including a published approval timeline, to ensure compliance. The application process provides optimal assurance that courtesy arrangements or undefined exceptions are not being used to bypass

CVA requirements, as it is independently reviewed at multiple levels, including the following:

- Airport Management Team
 - Dean, Harmon College of Business and Professional Studies
 - Office of General Counsel (OGC): The Office of General Counsel reviews the application in order to advise the client, including the decision makers. OGC is not a decision maker in the application process.
 - Authorized UCM Decision Makers which may include a member of the President's Council.
- If the application is approved, the applicant will receive a Commercial Vendor Agreement. The applicant can discuss the Agreement with Airport Management, if needed. The Commercial Operations Vendor Agreement will then be entered into the UCM Contract Management System for final review and signatures.
 - The applicant will receive updates as the request works its way through the University's approval process.

D. Evidence of Implemented Corrective Measures and Compliance Monitoring Reports.

- i. The Compliance Monitoring Plan and Form remain within the Rules and Regulations. Based on FAA directive contained in FAA Corrective Action Plan letter dated October 3, 2025, UCM Rules and Regulations now align with FAA definitions and apply uniformly across all similarly situated operators. Furthermore, UCM now addresses the FAA's additional specific requests:
 - A compliance monitoring plan built on corrected Rules and Regulations, per FAA Guidance, that conforms to FAA Advisory Circular definitions and standards. UCM has updated its Rules and Regulations and Minimum Standards to ensure the monitoring plan can be appropriately implemented.
 - Proof of executed CVA's for all entities conducting Commercial Aeronautical Operations, prior to monitoring or inspections. UCM has provided the FAA with a MOA for UCM's Commercial Aeronautical Operations at the airport in designated spaces, in process CVA for the hangar developer, and evidence that Mr. [REDACTED] and Mr. [REDACTED] have been provided CVAs that are pending signature. UCM cannot provide the FAA executed CVAs between UCM and Mr. [REDACTED] or Mr. [REDACTED] because, to date, the parties have declined to enter into said agreements.
 - Documentation of compliance monitoring plan in practice: reports, findings, corrective actions, and enforcement measures. UCM has previously provided

the FAA documentation of reports and findings for non-compliance with UCM Rules and Regulations and Minimum Standards for Commercial Aeronautical Operations. In addition, UCM has provided documentation of the most recent report made by the FAA. See previously provided Exhibits 11 and 12.

- Evidence that monitoring and enforcement are applied consistently across all aeronautical users of the airport. UCM believes it has complied with this request through the actions previously stated throughout this document.
- Removal of ambiguous terms (e.g., “incidental”, “after hours”) to ensure monitoring reflects clear FAA obligations.

Final Considerations

UCM appreciates the FAA’s response to our most recent CAP submission and clarification of its requests. UCM is committed to the safe and compliant operation of Skyhaven Airport. We look forward to continuing to work with the FAA as we move towards resolution of this matter.

If you have any questions or need additional information, please contact Robert Little at (660) 543-4916 or rlittle@ucmo.edu.

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

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

Revised June 25, 2025 to update definitions, clarify commercial operations, clarify university relationship to airport, and add enforcement procedures.

Revised March 3, 2025 to update language regarding Flying Club maintenance rights, insurance requirements for all airport users, and formatting changes.

Revised September 17, 2025 to update language regarding the inclusion of the Incidental Use definition under section 1-3, the airport's compliance monitoring plan under section 1-4, clarification of the commercial vendor application timeline under section 3-2.B.2, and how general complaints can be made under section 4.

Revised October 8, 2025 to update language removing the inclusion of the Incidental Use definition under section 1-3 and add Commercial Vender Agreement Fee structure under section 3-4.A.4.

Revised October 14, 2025 to update language with the inclusion of the Commercial Operator definition under section 1-3.

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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 of Harmon 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. University faculty and staff who are not using the airport as part of their employment, are considered public users of the airport and subject to the same enforcement measures of these Rules.

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.

Commercial Aeronautical Activity: any aeronautical activity, including but not limited to 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, in which the individual providing the services or conducting the activity does so for commercial purposes.

Commercial Operator: An individual who has been granted a Commercial Vendor Agreement to operate a Commercial Aeronautical Operation at the Skyhaven Airport.

Commercial Aeronautical Operation: A Commercial Aeronautical Activity that is being conducted in an occupied designated physical space at the Skyhaven Airport including but not limited to hangars, tie-down spaces, and repair stations. A dedicated physical presence requires a permanent space, structure, or licensed hangar for commercial operation.

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, with limited exceptions, are 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.

Public Use Maintenance Hangar: refers to a hangar available to all public users of the airport for the safe maintenance of their personally owned aircraft when such maintenance is conducted by a third-party A&P mechanic.

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.

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).

UCM Maintenance Hangar: refers to the UCM hangar that is used for the maintenance of UCM owned aircraft and UCM course instruction.

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:

- Federal Grant Assurances
- 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)

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.

1-4. E. COMPLIANCE MONITORING. All users of the airport, including licensees, tenants, and UCM, are subject to an Annual Compliance inspection completed by Airport management and/ or authorized representatives. The inspection will consist of hangar/ facilities condition, safety and fire prevention, and any violations of these Rules and Regulations, MOAs, or Leases.

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 USE OF SKYHAVEN AIRPORT

1-9.A: GENERAL. UCM has designated the use of Skyhaven Airport for the purposes of flight school instruction, maintaining the Department of Aviation's aircraft, and management of the airport facilities, including the

public use terminal. The Flight Operations and UCM Aviation Maintenance are subject to the Rules and Regulation, and Minimum Standards of Commercial Operations, akin to all other airport users. The University, supplements the base budget of the Airport through the Flight Operations, and provides the Airport Operations and the UCM Aviation Maintenance with base funding at the beginning of each fiscal year. Additionally, Airport Operation provides fuel and pilot supplies to the public for use at the airport.

1-9.B: UNIVERSITY USE OF AIRPORT. The University has utilization rights to the following buildings at the Skyhaven Airport: 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 also utilizes the UCM Maintenance Hangar for the purposes of maintaining UCM owned aircraft and instruction. The UCM Maintenance Hangar employees must follow all Rules and Regulations, federal and state law, and other ordinances as applicable. Additionally, UCM employees must follow all University policies applicable to their employment. UCM employees must follow all Rules and Regulations, federal and state law, and other ordinances and agreements as applicable as any other public user, and may not use the UCM Maintenance Hangar for their personal use.

1-9.C. UNIVERSITY COMPENSATION FOR AIRPORT USE. The University of Central Missouri does not grant itself any exclusive benefits as the airport sponsors. University Flight Operations are charged the same rates as other airport users for the use of hangars, tie downs, and fuel. Additionally, the UCM Maintenance Hangar is charged expenses for their use of airport resources. At the beginning of the fiscal year, the University estimates the total cost of Airport Operations and provides partial funding for those operations and Aviation Maintenance. The same is done for the UCM Maintenance Hangar use and that base funding is used to cover expenses owed to the Airport Operations. Flight Operations is charged for their use of the airport and transfers are made to the Airport Operations

for that use. At the end of the fiscal year, a final invoice for expenses related to airport operations and maintenance is submitted to UCM leadership. In the event Airport Operations expenditures exceed those forecasted in the budget, funds from Flight Operations are used to reconcile the difference.

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 notification a 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.

- Aircraft are considered based at the airport if they are stored or tied-down at the airport for thirty (30) days or more.
- 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 if such action is reasonable and necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Airport Manager may propose restrictions of the activity based upon safety and efficiency and those restriction must be adequately justified and supported. The Airport Manager will notify the ARP of its proposed restriction on an aeronautical activity. If the activity cannot be safely accommodated based on the FAA's Flight Standards Service review, ARP will decide that the activity may be restricted or prohibited without violating Grant Assurance 22.

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 perform self-service maintenance in accordance with 14 CFR 43 and FAA Advisory Circular 43-12A, Preventative Maintenance. An aircraft owner or operator may also perform aircraft restoration, major repairs, and alterations if the owner performing those actions holds an appropriate certificate under 14 CFR 65, as required by FAR Part 43 and/or federal state, and local laws. Maintenance performed by third-party 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 Public Use Maintenance Hangar, a designated hangar provided to the public for aircraft maintenance. Requests for use of the Public Use 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 Public Use 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 Public Use 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 and may also perform aircraft restoration, major repairs, and alterations if the flying club member performing those actions hold an appropriate certificate under 14 CFR part 65, as required by part 43 and/or federal, state, and local laws. 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 of the club or the member's licensed hangar. The University may request confirmation from Flying Clubs to

confirm understanding of Section 2-2.G.2.

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 Public Use Maintenance Hangar. Requests for use of the Public Use 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 Public Use Maintenance Hangar Agreement (see Appendix 4-2).The owner shall provide proof of insurance for the aircraft in accordance with Section 2-6 of these Rules. 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. Aircraft maintenance and repairs requiring more than 24 hours to complete shall be conducted within the Public Use Maintenance Hangar.

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

2-2.K. 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.L. 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.M. 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 Manager 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 OPERATIONS

3-1. GENERAL. Individuals who propose to operate a Commercial Aeronautical Operation in a designated physical space at the airport are required to obtain a Commercial Vendor Agreement and are expected to comply with the Airport Rules and Regulations and these Minimum Standards for Commercial Aeronautical Operations. These Minimum Standards for Commercial Aeronautical Operations are only applicable to those Commercial Aeronautical Activities that have a designated physical space and are not applicable to other Commercial Aeronautical Activities which may use the Skyhaven Airport facilities to conduct business related activities such as using runways or pilot space in the terminals to meet clients, etc. Such other use of the Skyhaven Airport facilities does not require other such Airport users to comply with the Minimum Standards for Commercial Aeronautical Operations, however, all users are still subject to the Airport Rules and Regulations.

The uniform application of these Minimum Standards for Commercial Aeronautical Operations, containing the minimum levels of service that must be offered by the prospective service provider who operates their business with a designated physical space at the Skyhaven Airport, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established Commercial Aeronautical Operation and the Skyhaven Airport patrons.

3-2. APPLICATION. Prior to conducting a Commercial Aeronautical Operation at the Airport, an individual must obtain a Commercial Vendor Agreement. To do so, the individual must first submit a completed Commercial Operations Application, which is available on the Skyhaven Airport website. UCM reserves the right to waive or modify any of the following application documentation requirements.

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 commercial activity at or upon the property of the Skyhaven Airport in a designated physical space, shall submit to the University of Central Missouri through the application portal, and application which includes the following but not limited to;

- Name of proposed business and owner, principals, or agents

- Type of activity to be conducted and services provided
- List of Special Equipment or Tools used for the Operation
- Building space that will be constructed or used
- Number of persons to be employed
- Short resume for each of the owner and financial backers if applicable Method of Advertising (if applicable)
- Proposed Hours of Operation
- Amenities Needed
- Type and Quantity of Insurance with Coverage Limits for the Operation
- Responsibility and Capability of Applicant
- Business Proposal
- FAA Certificates and/or Licenses held for proposed activities and/or services
- Acknowledge of compliance with Rules and Regulations

3-2.B. APPLICATION PROCESS.

1. Once an application has been submitted, the application is sent to the Airport Manager for review. The Airport Manager will review the application to ensure it is complete and notify the Applicant of receipt. If the Airport Manager needs additional documentation for the application, they will contact the applicant. Once the Airport Manager determines the application is complete, the application is sent to the Dean of Harmon College of Business and Professional Studies. This must be completed within 30 days of receipt of the application.
2. The Dean, in consultation with the Office of General Counsel, will determine the necessary parties for reviewing the application. This may include Public Safety, Environmental Health and Safety Department, Facilities Planning and Operations, and the University President's office. The amount of time necessary for the internal review process varies depending on the type of application. The internal review process must be completed in a reasonable time, not to exceed 120 days. Below is an estimated application approval timeline:
 - a. Airport Management Team Application Review (1-2 business Days upon receipt)

- b. Dean, Harmon College of Business and Professional Studies Application Review (1-2 business days)
 - c. Office of General Counsel Application Review (5 business days). The Office of General Counsel (OGC) reviews the application in order to advise the client, including the decision makers. OGC is not a decision maker in the application process. Authorized UCM Decision Makers Application Review (5 business days)
 - d. Applicant Review of Commercial Operations Vendor Agreement and Follow-up Discussion with Airport Management (if needed) (5 business days)
 - e. Commercial Operations Vendor Agreement Entry into Contract System (1-2 business days)
 - f. Commercial Operations Vendor Agreement Obtain Signatures (12 business days)
 - g. The applicant will receive updates as the request works its way through the University's approval process.
3. If the application is approved, the Airport Manager will notify the applicant and provide the applicant with a Commercial Vendor Agreement for the Commercial Aeronautical Operation. This contract may be negotiated as to the terms.
4. If the application is denied, the Airport Manager will notify the applicant. The University will not unreasonably deny an application. Grounds for denial may include but are not limited to:
- a. The proposed operation would impair the lawful, safe, orderly, and efficient operation of the Airport
 - b. Failure of the applicant to meet the required Rules and Regulation or university policies
 - c. Approval of the application would require the university to expend funds or supply labor and materials in connection with the proposed operation
 - d. There are no appropriate, adequate, or available land, space, or buildings at the Airport to accommodate the proposed operation
 - e. The proposed operation is not compatible or consistent with the Airport's Master Plan
 - f. The proposed operation would result in undue interference with the operations of the Airport, another commercial operation, or other airport users

- g. The applicant or any of its officers made a false or misleading statement in the course of applying to conduct a commercial operation that they knew or should have known were false or misleading, or failed to make full disclosures within submitted supporting documents
 - h. The applicant or any of its officers has a history or record of violating the laws, rules, statutes, and/or Rules and Regulations applicable to the Airport or any other airport, defaulting in the performance of any other agreement at the airport.
 - i. The applicant is unable to provide the required certifications, licenses, insurance, or other documentation necessary for the proposed operation.
- 5. An applicant whose application is denied may appeal the decision within five (5) business days of receipt of notice of determination directly to the Dean.

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. BUSINESS OPERATION REQUIREMENTS.

These requirements are applicable to all approved Commercial Aeronautical Operations and Commercial Operators with a Commercial Aeronautical Operation at the airport. Additional requirements may be considered and implemented through the Commercial Vendor Agreement depending on the type of operation being conducted.

3-3.A. RULES AND REGULATIONS. Commercial Operators must abide by the Airport's Rules and Regulations established to ensure the safe, orderly and efficient operation of the Airport.

3-3.B. HOUSE OF OPERATION. Commercial Operators must maintain a minimum hours of 15 hours per week of operation and post their hours of operations on their dedicated physical space. This requirement is to meet reasonable public demand for the commercial operation and services offered at the Airport.

3-3.C. PERSONNEL. If Commercial Operators employ and have on duty personnel, such personnel must have the required certificates to conduct the type of activity. Commercial Operators are responsible for their personnel and any liability of employing personnel. Additionally, Commercial Operators are responsible for any actions by their personnel including violations of these Rules and Regulations and may be responsible for or sanctioned for such violations.

3-3.D. FEES, RATES, AND CHARGES. Commercial Operator reserves the right to set

Max B. Swisher Skyhaven Airport

the business rates, fees, and charges for the services provided by the operation. Such fees, rates, and charges must be fair and reasonable and not discriminate against any Airport User.

3-3.C. ACCESS, SECURITY, AND RIGHT OF ENTRY. UCM shall control access to the Airport and prevent unauthorized access to areas restricted for safety reasons. UCM reserves the right to install security devices at the Airport at UCM's expense for the safety and security of Airport users. Such devices may be installed on the Business hangar or designated physical space. UCM reserves the right to enter the Commercial Operators premises for any lawful purpose provided that such entry does not unreasonably interfere with the business services.

3-4. 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.

3-4.A. LENGTH AND DURATION OF CONTRACTS, LEASES AND AGREEMENTS

1. **CONTRACTS.** No contract will be issued to any applicant that would be for less than a 12 consecutive month period provided the applicant cannot prove with significant and sufficient detail why a shorter period would be required for the normal operation of activity being conducted. Generally, no contract will be awarded beyond a 60 month period.
2. **SUB LEASES OR SUB LICENSES.** No Commercial Operator 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 Commercial Operator 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. **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.

4. FEES. UCM will apply and collect taxes, fees, rates, and charges in a fair and reasonable manner that does not discriminate against any Airport user. A standard fee of 25 cents per square foot of used space will be applied annually to each holder of a commercial vendor agreement. This fee is based on the fair market.
5. 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.

3-5. BUILDINGS AND FACILITIES

3-5.A. MODIFICATION, ALTERATION AND ADDITION TO LEASED OR LICENSED FACILITIES. With written consent by the University of Central Missouri Commercial Operators 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.

3-5.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.

3-5.C. LANDSCAPING STANDARDS. All landscaping at the Airport shall be in the direction and control of UCM.

3-5.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.

3-5.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.

3-5.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.

3-5.G. AIRPORT ZONING

3-5.G.1. BUILDING HEIGHTS. Any person or organization proposing to construct any structure at or upon the airport must comply with Title 14 Part 77 rules.

3-5.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. The University will reasonably consider input from licensee, tenants, and users, but reserves the right to improve the facilities without interference or hindrance.

3-6. LAND DEVELOPMENT

3-6.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.

3-7. LEGAL COMPLIANCE

3-7.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:

- Federal Grant Assurance 14 CFR 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace)
- 49 CFR 21 (Nondiscrimination)
- Section 308 Federal Aviation Act of 1958 (Exclusive Rights)
- NFPA 407 (Fuel Facilities)
- NFPA 30 (Fueling Vehicles)

3-7.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.

3-7.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.

3-7.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

3-8. FEES, RATES, AND CHARGES

3-8.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

3-8.B. ESTABLISHMENT OF RATES. Rates charged by UCM for operating a Commercial operation 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.

3-8.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

SECTION 4 ENFORCEMENT AND COMPLIANCE

4-1. GENERAL. The Airport Manager, acting under the authority of the University, shall be responsible for interpreting and enforcing these Rules and Regulations. The Airport Manager reserves the right to conduct periodic inspections or audits to ensure compliance with the Rules and Regulations including federal, state, and local laws, codes, and University policies.

For General Complaints, which are not necessarily violations, please use the general complaint form on the Skyhaven website at <https://www.ucmo.edu/offices/skyhaven-airport/index.php>. If you believe a violation has occurred, please see section 4-3 of these Rules and Regulations.

4-2. ENFORCEMENT. The University and Airport staff have a duty to enforce these Rules and Regulations. The use of the airport is monitored by Airport staff. UCM faculty and staff's use of airport facilities is limited to individuals who have been determined to have necessary need and access through their role at the University. The public users of the airport also have a duty to report any potential violations.

4-3. VIOLATIONS AND REPORTING. Any user of the airport has a responsibility to report possible violations of these Rules and Regulations. Reports may be made in person, by email, or telephone to the Assistant Airport Manager. Reports of violations shall be recorded in writing and include the following information if possible:

Name of Individual(s) in Violation:

Hangar Number (if applicable):

Type of Violation or Activity:

Date of Violation:

Name of the Individual Reporting:

Contact Information of the Individual Reporting (for follow up purposes)

After a report has been made, the Assistant Airport Manager will contact the user in alleged violation within ten (10) business days of the report. The Assistant Airport Manager will conduct a thorough investigation of the alleged incident which may include questioning the alleged violator, questioning any possible witnesses, and reviewing documentation (if applicable). Within twenty (20) days of the alleged violation, the Assistant Airport Manager

will provide a report and recommendation to the Airport Manager for review and if applicable, determine sanctions. In cases of emergency or violations that may impact the safety of airport users, the Airport Manager reserves the right to immediately stop any possible activity and issue temporary sanctions until an investigation can be completed. If the Airport Manager determines that a violation has occurred, the Airport Manager may take appropriate action based on the status of the airport user.

4.3.A. VIOLATIONS BY UCM EMPLOYEES

UCM employees who are acting in the scope of their employment, found in violation of this policy, will be subject to administrative action. The Airport Manager will report any violations of these Rules to the Dean of Harmon College of Business and Professional Studies. The Dean will determine appropriate action which may include a formal reprimand, mandatory training, a PIP, or termination. Any actions taken by the Dean may be in collaboration or coordination with the appropriate Chair or Human Resources. UCM employees must follow the appropriate appeal process available to university employees.

4.3.B. VIOLATIONS BY PUBLIC USERS

Public users of the airport, including licensees, may be subject to administrative action if found in violation of these Rules. The Airport Manager may remove, dismiss, exclude, or terminate a license agreement of any user who violates these Rules. Any user who is found in violation of these Rules will be notified in writing of the determination made by the Airport Manager. The Airport Manager may give the public user thirty (30) days to cease violations and become compliant. If the public user fails to resolve the violations, the Airport Manager has the right to take direct action, including without limitation suspension of airport use, revocation or termination of any agreements with the public user, removal of the airport user from the airport and shall notify the public user, in writing if such action will be taken.

A public user may appeal the Airport Manager's determination and action within five (5) days of receipt of the notice of action taken directly to the Dean of Harmon College of Business and Professional Studies. The appeal must be submitted by email and include the reason for appeal, any additional evidence noted in the appeal, and contact information for the public user in violation. The Dean must provide a final determination of the appeal within ten (10) business days via email to the airport user and the Airport Manager.

4.3.C. RETALIATION

It is against University policy to retaliate against an airport user for reporting a violation of the Rules and Regulations. If an individual believes that they have been retaliated against because of a report they made, they must report such retaliation to the Dean immediately.

Revised June 25, 2025 to update definitions, clarify commercial operations, clarify university relationship to airport, and add enforcement procedures.

Revised March 3, 2025 to update language regarding Flying Club maintenance rights, insurance requirements for all airport users, and formatting changes.

Revised September 17, 2025 to update language regarding the inclusion of the Incidental Use definition under section 1-3, the airport's compliance monitoring plan under section 1-4, clarification of the commercial vendor application timeline under section 3-2.B.2, and how general complaints can be made under section 4.

Revised October 8, 2025 to update language removing the inclusion of the Incidental Use definition under section 1-3 and add Commercial Vender Agreement Fee structure under section 3-4.A.4.

Revised October 14, 2025 to update language with the inclusion of the Commercial Operator definition under section 1-3.

Skyhaven Commercial Aeronautical Operations User Application

Applicants should refer to the Minimum Standards for Commercial Aeronautical Activities in the Skyhaven Airport Rules and Regulations and review pre-application requirements. All applications will be read to the Airport Manager for review and forwarded to the Dean of the Harmon College of Business and Professional Studies, who is going to the Office of General Counsel for review and consultation with the authorized UCM decision maker(s). The application is approved as to form and content a written agreement will be drafted and become binding once signed by all interested parties.

Below is an estimated application approval timeline:

- Airport Manager Review Application (1-2 business days upon receipt)
- Dean, Harmon College of Business and Professional Studies Application Review (1-2 business days)
- Office of General Counsel Application Review (5 business days)
- Authorized UCM Decision Makers Application Review (5 business days)
- Applicant Review of Commercial Aeronautical Operations Vendor Agreement and Follow-up Discussion with Airport Management (if needed) (5 business days)
- Commercial Aeronautical Operations Vendor Agreement Entry into Contract System (1-2 business days)
- Commercial Aeronautical Operations Vendor Agreement Obtain Signature (12 business days)
- The applicant will receive updates as the request works its way through the University's approval process.

Instructions:

Please complete this form to initiate a request to use the Max B. Swisher Skyhaven Airport (RCM) for your commercial aeronautical operations.

Depending on the nature of the request, it might take additional time to process. The University will do everything possible to speedily process each request. You can assist with a quicker review process by providing as much information as possible on the application. The University intends to have all internal reviews, which may include the Airport Manager, Dean of the Harmon College of Business and Professional Studies, General Counsel, Environmental Health and Safety, Public Safety, Facilities Planning and Operations, and the University President's Office, completed within 120 days.

After submission, you will receive updates as the request works its way through the University's approval process. For additional information on the review process, please view the [airport's website](#).

Name of Business:

Doing Business As (DBA) if applicable:

Name of Owner(s)/Principal(s):*

Contact Email:

This email will be used to provide updates on the application status and request additional information, if needed.

Contact Phone:

EIN: *

UEI:

Commercial Aeronautical Operations Determination*

Commercial Aeronautical Activity is conducted in a designated physical space is a Commercial Aeronautical Operation as defined in the Rules and Regulations. To help determine if the proposed activity meets this definition and requires a Commercial Vendor Agreement, please select what apply from the dropdown:

My Commercial Aeronautical Activity would use a designated physical space... x v

Type of Business:

Please select what apply to this request.

Type of Activity or Services Provided*

Please describe the types of activities and/or services being provided by you or your company to commercial aeronautical operations at Skyhaven Airport.

Building Space*

Please note if a building space will be constructed, leased, and/or if applicant intend to use a Licensed Hangar using a hangar please specify which hangar

For information on rates, please visit the FBO section of the [Airport's website](#).

Equipment and Special Tools

Please provide details on any equipment and/or special tools that will be used related to your proposed business operations.

Number of persons to be employed

Intended Business Operating Times:

The airport is open 24/7/365, but there might be areas, such as the mechanical hangar where, for safety reasons, airport personnel need to be on staff to operate in those spaces. Please answer with the dates and hours that you intend to operate.

Intended Start Date

If the business operations includes ~~ideas~~ chemicals, ~~risks~~, and/or ~~for~~ safety concerns, that could ~~extend~~ the processing time ~~for~~ request. The University will attempt to process ~~this~~ request as quickly as possible, but additional ~~information~~ may be needed (e.g. proof of qualifications, insurance, business ~~registration~~, safety training) which could slow processing.

mm/dd/yyyy

**Please select all ~~as~~ you intend to do business:**

Please provide the intended hours of operation.(e.g. M-F 9am - 5pm and closed ~~on~~ weekends)
Methods to be used to ~~attract~~ business:Please describe ~~advertising~~ methods that will be used and ~~incentives~~ that may be offered.
Amenities to be provided ~~to~~ attract business:(e.g. food, ~~restrooms~~, transportation)
Type and quantity of ~~insurance~~ coverage with coverage limits.*UCM may determine additional ~~insurance~~ coverage requirements, which will be ~~added~~ in the Commercial Vendor Agreement, if the application is ~~approved~~.
Assurance of ~~active~~ insurance:*By checking ~~the~~ box, applicant ~~assures~~ that I will be required to provide proof of ~~insurance~~ for the business, ~~an~~ aircraft, liability insurance, and ~~other~~ protections ~~associated~~ to be work being performed at the airport.
☐
Responsibility and capability of applicant and ~~staff~~:Please detail ~~the~~ responsibility and capability of applicant and staff conducting ~~grouping~~, maintaining, providing, and/or service ~~needs~~ of the general public plans ~~as well as~~ any plans for physical expansion of business/commercial operations, should ~~that~~ be warranted.
Assurance by business/owner(s)By checking ~~the~~ box, applicant ~~assures~~ that the business and owner(s)/principal(s)/agent(s) are not presently ~~debarred~~ by the federal government or the State of Missouri.
☐

Assurance of active licenses*

By checking below, I understand that I may be required to provide proof of a current/active license or certification to be able to complete work I am proposing to do at the airport.

☐
Affiliation to the University of Central Missouri*

Are you or an immediate family member (spouse, child, grandchild, sibling) a current employee or student of UCM?

UCM personnel and students operating outside of employment or student responsibilities at the airport must comply with the same requirements as a member of the public, as they are not covered by the policies and procedures between the UCM Department of Aviation and Skyhaven Airport.

The University of Central Missouri does not provide airport access or use of the Airport to individuals that have an affiliation with UCM, however failure to disclose possible conflicts will invalidate this application.

Names of current UCM employees/students*

If you are an employee or student, please type "self". If an immediate family member is an employee or student, please name them and all their. This disclosure also ensures that this form is not routed through anyone who may have a personal conflict.

Failure to disclose this possible conflict will invalidate your request.

File Upload*

Required Attachments: Resume for owner(s) and, if applicable, financial backer(s) and manager of the business, if different from above.

Please attach and all of the following documents that are relevant to your application: active licenses, certifications, degrees, business licenses, resumes, and any additional pertinent documents that would aid in the timely review of your application.



Drop your files here

[Browse](#)

Certification:

By clicking the submit button, I acknowledge that everything in this application is true and accurate. I know that I can withdraw my application at any point in the review process and prior to signing the Commercial Vendor Agreement without any recourse.

☐ Send me a copy of my responses

Submit

[Privacy Policy](#) [Report Abuse](#)



REDEFINING WHAT'S POSSIBLE

Department of Aviation
T. R. Gaines 210
Warrensburg, MO 64093
Office 660-543-4969
www.ucmo.edu/aviation

October 10, 2025

Dear Mr. [REDACTED]

You previously completed two applications for a Commercial Vendor Agreement (CVA) to conduct commercial aeronautical activity at the Skyhaven Airport, and designated your licensed hangars C-30 and E-5 as the primary locations for the commercial activity.

Based on UCM's conversations with the FAA, prior review of your applications determined that your type of commercial activity did not require a CVA because your use of the hangar spaces for commercial purposes was incidental or minor.

However, on October 3, 2025, the FAA informed UCM that even minor or incidental use of a designated space to the exclusion of others, such as your hangar, amounted to a commercial aeronautical activity requiring an executed CVA. Therefore, your application has been reviewed and approved.

Attached is a Commercial Vendor Agreement for your signature. Please sign the document or provide me with the status of the CVA no later than noon (12:00 p.m.) on October 14th. If we have made this determination in error and you are no longer conducting commercial aeronautical activity in your licensed hangars, please instead complete the Confirmation of Use and return it to me no later than noon (12:00 p.m.) on October 14th.

Also, please provide current Certificates of Insurance for all based aircraft registered in your name, as well as a current General Liability policy as outlined in your Airport Hangar License Agreement.

I look forward to meeting you soon and establishing open lines of communication with me and the UCM Department of Aviation. We value your opinions and want to create a cohesive relationship. Please never hesitate to call, text or visit me at the terminal building. My door is always open.

Sincere regards,

Robert W. Little, C.M.
Airport Manager
University of Central Missouri
Department of Aviation
Max B. Swisher Skyhaven Airport
Office: (660) 543- 4916
rlittle@ucmo.edu

COMMERCIAL OPERATIONS VENDOR LICENSE AGREEMENT

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

NOW THEREFORE, in consideration of the fee outlined below, 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 E-30 and E-5 hangars at the Max B. Swisher Skyhaven Airport as the "Premises." Additionally, Business Owner will occupy designated offices for public use at the UCM Flight School as needed. The Business Owner shall have no rights under this Vendor Agreement in regard to the property surrounding the Premises 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 for five (5) years thereafter (the "Expiration Date").
- (d) Airport Sponsor
Contact Address: The University of Central Missouri
PO Box 800
Warrensburg, MO 64093
Attention: Office of General Counsel
E-mail: ogc@ucmo.edu
- (e) Business Owner's
Name and Contact [REDACTED]
Address: [REDACTED]
[REDACTED]
Attention: [REDACTED]
E-mail: [REDACTED]

2. Premises. UCM hereby grants to Business Owner, in addition to all rights, privileges, easements, and appurtenances afforded to Business Owner by and through the separate Hangar License Agreement, permission to operate a Commercial Aeronautical Business

within the Premises consisting of Part 91 Pilot Commercial Operators Flight Instruction, Ground Instructions, Designated Pilot Examiner, and those responsibilities associated with such activities. No other commercial activity is approved under this Agreement for this Premises. The Business Owner shall access the Premises only through authorized routes and access points, as designated by UCM and 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. Commercial Vendor Fee. Business Owner agrees to pay to UCM .25 cents per square foot per year for this commercial use, which shall be on top of the Hangar License Fee billed separately. 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. This Commercial Vendor Fee is based on previous CVA rates of similar size hangars and space.
5. Taxes. Should any be assessed, the Business Owner shall pay any and all taxes and assessments levied against his 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.
6. Repairs and Maintenance. The Business Owner shall keep in good condition and repair, the Premises and all parts, components and systems of the Premises. UCM shall continue to maintain the Premises per the terms of the Hangar License Agreement. UCM shall keep all paved areas adjacent to the Premises in good and usable state of repair throughout the Commercial Vendor Agreement Term. No improvements or permanent fixtures, including without limitation such things as permanent shelving or wall mounted cabinetry, to the Premises shall be made by Business Owner without the prior written permission of the Airport Manager.
7. Buildings and Facilities. The Business Owner acknowledges and agrees to all applicable portions of the Airport Rules and Regulations, specifically acknowledging section 3-4., Buildings and Facilities of the Procedure and Requirements for Commercial Operation.
8. Inspection and Other Entry. UCM and UCM’s contractors, 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 commercial vendors. No prior notice shall be required for emergency response regarding emergent physical safety of the Premises or airport users.

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 release the Business Owner from any obligation or liability hereunder, and Business Owner shall remain liable to perform and satisfy all such obligations and liabilities.

10. Professional Licensure and Insurance.

- a. Professional Licensure. At all times during the Term, Business Owner shall maintain in good standing with FAA Flight Instructor refresher requirements. If the certificate is expired, the Business Owner will provide notice within 30 days of the Effective Date, and thereafter as reasonably requested by UCM, shall provide UCM documentation verifying same.
- b. Insurance. 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 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. All insurance coverage applicable shall in no way be interpreted or applied in a way that

waives or limits UCM's protections available as a statutory state entity covered by applicable immunities and state coverage. Within 30 days of the Effective Date, and thereafter upon UCM's reasonable request, the Business Owner shall provide 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 and such notice to include copies of replacement policies to maintain compliance with this Section 10.

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.
- 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 the Commercial Abatement 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 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 relicense the Premises at any reasonable rate 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 relicensing (including all repairs, improvements, brokers' and attorneys' fees and all loss or damage which UCM may sustain by reason of such re-entry and relicensing), and any deficiency which may arise by reason of such relicensing for the remainder of the Term. Business Owner shall not be entitled to any excess obtained by UCM in relicensing over the Commercial Vendor Fee. UCM can bring separate actions from time to time against Business Owner to collect the Commercial Vendor Fee due and owing.
 - ii. Terminate this Commercial 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 relicensing (including all repairs, improvements, brokers' and attorneys' fees and all loss or damage which UCM may sustain by reason of such re-entry and relicensing) plus an amount equal to the difference between the Fee provided for herein and the amount of Fee received by UCM from the subsequent relicensing 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 operation 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 shall, at Business Owner's sole cost and expense, comply in all respects with all applicable laws, ordinances, rules and regulations and all orders, now in force or that may be enacted hereafter, all directions, rules, and regulations of the fire marshal, health officer, building inspector, or other proper officers of the governmental agencies having jurisdiction over the Premises, and such standards established from time to time by the National Board of Fire Underwriters, the National Fire Protection Association, or any similar bodies, which are applicable to the Premises and to use and occupancy of the Premises. In addition to the foregoing, Business Owner shall, at Business Owner's sole cost and expense, comply in all respects with the Skyhaven Rules and Regulations and orders issued by UCM and applicable to the Skyhaven Airport and areas adjacent thereto, and UCM shall have the right to impose, by written notice to Business Owner, new and additional rules and regulations during the Term of this Agreement. In all circumstances, Business Owner shall use the Premises and cause its invitees and other users to use the Premises in a manner harmonious with other users of the Skyhaven Airport and areas adjacent thereto. Said additional rules and regulations shall apply to all public users of the Skyhaven Airport including UCM's existing hangar licensees.

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 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 including all parts and components thereof in good condition and repair, subject to ordinary wear and tear. 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. Impact on other Agreement: This Vendor Agreement shall be in addition to the Business Owner's current Hangar License Agreement. Business Owner must maintain a current Hangar License Agreement with UCM, to which this Vendor Agreement shall be contingent upon.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

- l. 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.
- m. 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).
- n. 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 Fee calculation and for each such month that Business Owner is holding over, Business Owner shall pay to UCM twenty times the prorated monthly Fee otherwise due hereunder for each month of such holdover usage. Nothing herein shall limit UCM's rights to remove Business Owner after the expiration of the Term.
- o. 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.
- p. Venue. Any litigation arising hereunder, shall be subject to the jurisdiction of the Circuit Court of Johnson County, Missouri.
- q. 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 Fee 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.

- 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: BUSINESS OWNER:

The UNIVERSITY OF CENTRAL MISSOURI



By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Confirmation of Use

I, [REDACTED], do affirm that I am not conducting commercial aeronautical activities, in my licensed hangars as defined in the terms of the Skyhaven Rules and Regulations, such as flight instruction, ground instruction, flight examiner, etc. I understand that the FAA has determined that even minor use of my designated licensed hangar amounts to conducting commercial aeronautical activities that require an executed Commercial Vendor Agreement, and I am not using my hangar for such activities. I further affirm that I will not use my licensed hangars for commercial aeronautical activities in the future unless and until I have entered into an applicable Commercial Vendor Agreement with UCM.

Printed Name

Signature

Date

Skyhaven Airport Commercial Vendor Agreement Communication 0 views



Phillip Burns <pburns@ucmo.edu>

to Skyhaven Based Customers

1:28 PM (1 minute ago)



Good afternoon,

Please be advised.

Under Skyhaven's revised [Rules and Regulations](#) commercial aeronautical operations are defined as: a commercial aeronautical activity that is being conducted in an occupied designated physical space at Skyhaven Airport including but not limited to hangars, tie-down spaces, and repair stations. A dedicated physical presence requires a permanent space, structure, or licensed hangar for commercial operation and is the primary location where commercial activity is provided.

If you are unsure of what constitutes a commercial activity, refer to the definitions section 1-3 in the Rules and Regulations on the website.

If you believe your operation to be a commercial activity/operation under these definitions you will need to complete the [Commercial Operations Vendor Application](#). If accepted by the University, this will result in the applicant receiving a Commercial Vendor Agreement (CVA) for review. Further clarification on the commercial minimum standards can be found under section 3 "MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL OPERATIONS" of the Rules and Regulations.

Until the application is complete and a CVA is executed, you must cease operations of any and all commercial activities.

If you have any questions regarding the process for obtaining a CVA or Skyhaven's Rules and Regulations, please contact Airport Management.

We would also like to inform everyone that we do have a general complaint process on the website located under the Rules and Regulations Button.

Sincerely,
Skyhaven Airport Management Team

Reply all

Reply to author

Forward

**Memorandum of Commercial Aeronautical Activity Agreement -
RCM Department of Aviation Operations by Sponsor University of Central Missouri**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is dated as the Effective Date by and between the UNIVERSITY OF CENTRAL MISSOURI MAX B. SWISHER SKYHAVEN AIRPORT (“RCM”), and the UNIVERSITY OF CENTRAL MISSOURI DEPARTMENT OF AVIATION (“Department”), for the operation of an aviation related commercial business.

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

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

(a) Effective Date: Shall be the first of the month following the last signature below.

(b) Premises:

The University of Central Missouri Department of Aviation occupies the following designated space at the Airport for its use to conduct Commercial Aeronautical Activities:

- North side of the Aviation Flight Center which includes aircraft dispatch, flight planning room, instructor cubicles, leadership offices, and flight simulator rooms.
- Big Hangar 3
- UCM Aircraft Maintenance and Repair Station
- Pre and Post Flight Instruction located at or in the following hangars:
 - A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10
 - B-13 and B-14
 - C-22 and C-24
 - E-2 and E-4
 - W-10 and W-11

The spaces shall encompass and be referred to as “Premises” in this Agreement. The Department shall have no exclusive rights under this Agreement in regard to any other airport property not specifically referred to in this Agreement.

- (b) Term: The term of this Agreement is for a period commencing on the Effective Date for five (5) years thereafter (the “Expiration Date”).
- (c) RCM Contact RCM Airport Manager
Address:
- (d) Department Name and Chair of the Department of Aviation
Contact Address:
- b) Premises. RCM hereby grants to the Department, in addition to all rights, privileges, easements, and appurtenances afforded to Department in the Rules and Regulations and Minimum Standards, permission to operate a Commercial Aeronautical Business within the Premises consisting of flight training, aerial advertising, aircraft maintenance, aircraft part sales, avionics repair and sales. No other commercial activity by the Department is approved under this Agreement for this Premises. The Department shall access the Premises only through authorized routes and access points, as designated by RCM and otherwise generally available to other public users of airport services. RCM shall be responsible to keep the access ways clear of snow when the airport is otherwise open to air traffic.
- c) Term. The Term of this 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.
- d) Commercial Operations Fee. The Department agrees to pay to RCM \$9,318.50 per year for this commercial use. This fee is based on .25 cents per square foot of designated space for use by the Department to conduct Commercial Aeronautical Operations. The square footage of the Premises as described above occupied by the Department is a total 37,274 square feet. Should this contract be terminated early, the commercial operations 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 the Department hereunder.
- e) Taxes. The Department as a unit of the University of Central Missouri, a state institution, is tax exempt. However, should any tax be assessed related to the Department’s business hereunder, the Department shall be responsible for any and all taxes and assessments levied against its commercial business operations.
- f) Repairs and Maintenance. The Department shall keep in good condition and repair, the Premises and all parts, components and systems of the Premises. RCM shall continue to maintain the Premises per the terms of the Rules and Regulations and Minimum Standards. RCM shall keep all paved areas adjacent to the Premises in good and usable state of repair throughout the Agreement Term. No improvements or permanent fixtures to the Premises shall be made by Department without notice to, and coordination with, the Airport Manager.
- g) Buildings and Facilities. The Department acknowledges and agrees to all applicable portions of the Airport Rules and Regulations and Minimum Standards, specifically acknowledging

section 3-4., Buildings and Facilities of the Procedure and Requirements for Commercial Operation.

- h) Inspection and Other Entry. RCM and RCM's contractors, agents, and representatives shall have the right to enter the Premises at any reasonable time upon prior reasonable written notice to Department for the purpose of inspecting the Premises. No prior notice shall be required for emergency response regarding emergent physical safety of the Premises or airport users.
- i) Assignment and Subletting. The Department shall not assign this Agreement or any interest herein, nor sublet the Premises or any portion thereof or interest therein without the prior written consent of RCM, which may be given or withheld in RCM's sole discretion. If granted, RCM's consent to any such assignment or subletting shall not release the Department from any obligation or liability hereunder, and the Department shall remain liable to perform and satisfy all such obligations and liabilities.
- j) Professional Licensure and Insurance.
 - a. Professional Licensure. At all times during the Term, the Department shall ensure that employees maintain sufficient and appropriate certificates of good standing to conduct the commercial activities described in this Agreement and within 30 days of the Effective Date, and thereafter as reasonably requested by RCM, shall provide RCM documentation verifying same.
 - b. Insurance/Liability Coverage. The Department is a unit of the University of Central Missouri, a state institution. The University is not required to maintain insurance because it is covered by the state of Missouri's legal defense fund. As a unit of UCM, RCM and the Department are covered as well.
- k) 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 RCM or Department may elect to terminate this Agreement by written notice to the other, and this 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.
- l) Default; Remedies.
 - a. If the Department 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 RCM,

or (ii) be in default or breach of the performance of any of the other covenants, terms, or conditions, or provisions of this Vendor Agreement, and shall fail to remedy any such default specified in this clause within thirty (30) days after written notice thereof from RCM, the same shall be deemed an “Event of Default” by the Department, and UCM shall have the rights and remedies as set forth below.

- b. Upon the occurrence of any such Event of Default by the Department, RCM shall have the option to pursue any one or more of the following 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 the Department of its obligation to make the payments of Fee herein reserved, and expel or remove the Department 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 the Department.
 - ii. Cure any default of Department hereunder and Department which shall immediately reimburse RCM for the reasonable cost thereof which shall be deemed additional Fee for purposes hereof.
 - iii. Exercise any other right or remedy available at law or in equity.
- c. No receipt of money by RCM from Department 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 RCM 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 RCM’s remedies and all of Department’s indemnities and Department’s obligations arising prior to such termination shall survive termination of this Vendor Agreement or termination of Department’s operation hereunder.

If RCM shall be in default or breach of the performance of any of the other covenants, terms, conditions or provisions of this Agreement and shall fail to remedy any such default within thirty (30) days after written notice thereof from Department the same shall be deemed an “Event of Default” and will be escalated to the Provost and Vice President for Academic Affairs for immediate remedy.

- m) Compliance with Laws, Rules and Regulations. Department shall, at Department’s sole cost and expense, comply in all respects with all applicable laws, ordinances, rules and

regulations and all orders, now in force or that may be enacted hereafter, all directions, rules, and regulations of the fire marshal, health officer, building inspector, or other proper officers of the governmental agencies having jurisdiction over the Premises, and such standards established from time to time by the National Board of Fire Underwriters, the National Fire Protection Association, or any similar bodies, which are applicable to the Premises and to use and occupancy of the Premises. In addition to the foregoing, Department shall, at Department's sole cost and expense, comply in all respects with the Skyhaven Rules and Regulations and orders issued by RCM and applicable to the Skyhaven Airport and areas adjacent thereto, and RCM shall have the right to impose, by written notice to Department, new and additional rules and regulations during the Term of this Agreement. In all circumstances, Department shall use the Premises and cause its invitees and other users to use the Premises in a manner harmonious with other users of the Skyhaven Airport and areas adjacent thereto. Said additional rules and regulations shall apply to all public users of the Skyhaven Airport including RCM's existing hangar licensees.

- a. The Department shall bear the sole cost or expense including, without limitation, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal and/or restoration expenses incurred or imposed on RCM, arising out of, caused by or related to Department'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. The Department's obligations under this Section shall survive the expiration or sooner termination of this Agreement.
- n) 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 the Department 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.

- o) Lien. As a state institution, liens are not permitted against property of the University of Central Missouri and neither party has the authority, as UCM's sub-entities to permit any lien to be filed or recorded against UCM.
- p) Surrender. Upon the expiration or termination of this Agreement, the Department shall surrender the Premises on the Expiration Date including all parts and components thereof in good condition and repair, subject to ordinary wear and tear. The Department may, prior to vacating the Premises, remove any or all of the Department's trade fixtures, Department's fixtures, equipment, inventory and personal property; provided that Department, at its sole cost, shall immediately repair, to the reasonable satisfaction of RCM, any damage caused by such removal. Any items remaining in the Premises on the expiration or termination date of this Agreement shall be deemed abandoned for all purposes and shall become the property of RCM and the latter may dispose of the same without liability of any type or nature. Department's obligations set forth in this Section shall survive expiration or termination of this Agreement.
- q) Subordination. The rights of the Department under this Agreement shall be, and are subject and subordinate at all times, to the lien of any underlying agreement, mortgage, deed of trust or other encumbrance or lien now or hereafter in force encumbering the Premises or RCM's interest under this Agreement, provided however Department is provided a Non-Disturbance Agreement from any creditor or lienholder.
- r) Quiet Enjoyment. The Department 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.
- s) Miscellaneous.
 - a. Purpose and Scope of Agreement: The purpose of this Agreement is to formalize and document RCM's existing obligations to UCM. This Agreement is not intended to supersede or override any existing obligations that RCM is required to comply with as an entity of UCM. UCM policies and procedures are still in effect in addition to the language in this Agreement. If a conflict should arise between this Agreement and any policy or procedure of UCM, including the Minimum Standards of Commercial Aeronautical Operations, UCM's policy or procedures shall control. This Agreement in no way impacts other agreements between UCM and RCM, or impacts RCM's agreements with any other third-parties.
 - b. No Third-Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights, remedies, obligations, or liabilities upon any person or entity other than the parties hereto. This Agreement is intended for the sole and exclusive benefit of the parties hereto, and no person or entity shall be construed as, or deemed to be, a third-party beneficiary of this Agreement. No person or entity not a signatory to this Agreement shall have any right to enforce any provision of this

Agreement, or to enjoy any benefit, privilege, or protection purported to be created by this Agreement.

- c. Successors and Assigns. This 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.
- d. Counterparts and Facsimile Execution. This 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.
- e. 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.
- f. Time. Time is of the essence with respect to the performance of each of the covenants and agreements under this 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.
- g. 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.
- h. Construction. The language used in this 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 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 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 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 Agreement, nor in any way affect this Agreement.

- i. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.
- j. Integration. This Agreement represents the entire 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 Agreement and superseded hereby.
- k. Amendment and Waiver. No provision of this 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 Agreement.
- l. 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 Agreement.
- m. Governing Law. This 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 parties are located (without giving effect to the conflicts of law provisions thereof).
- n. Holdover. If the Department 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 Fee calculation and for each such month that the Department is holding over, the Department shall pay to RCM twenty times the prorated monthly Fee otherwise due hereunder for each month of such holdover usage. Nothing herein shall limit RCM's rights to remove the Department after the expiration of the Term.

- o. Casualty Loss or Cessation of Airport Operations. If, during the Term of this Agreement, the airport facility operated by RCM 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 RCM, 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 Fee shall abate for the length of time such period of unusability continues, provided, however, that if such period continues for more than 365 days, Department shall have the right to terminate this Agreement.
- p. RCM Liability. The term “RCM” as used in the Agreement, so far as covenants or agreements on the part of RCM are concerned, shall be limited to mean and include only the owner or owners of RCM’s interest in this Agreement and Premises at the time in question, and in the event of any transfer or transfers of such interest, the RCM 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 RCM contained in this Agreement thereafter to be performed. Nothing herein shall limit or restrict RCM’s right to convey, assign or transfer the Agreement or the Premises, or any part thereof. RCM’s liability under this Agreement is limited to RCM’s interest in the Premises and any obligations or liability of RCM under this Agreement shall be satisfied solely from the proceeds and income of the Premises.
- q. 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.
- r. PATRIOT ACT. Each party represents to the other, and covenants that during the term of this 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.
- s. 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 Agreement without the consent of any third party not obtained.

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

UNIVERSITY OF CENTRAL MISSOURI:
Max B. Swisher Skyhaven Airport

THE UNIVERSITY OF CENTRAL
MISSOURI DEPARTMENT OF
AVIATION:

Signed by:

By:

Robert Little

8B8AD9467DD04E7

October 15, 2025

Printed Name: Robert Little

Title: Airport Manager

Signed by:

By:

James Gamble

404ECD3AD1284EE

October 15, 2025

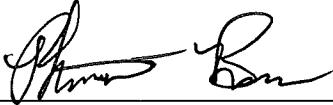
Printed Name: James Gamble

Title: Chair, Department of Aviation

Compliance Acknowledgement: As a staff or faculty member who conducts employee responsibilities at the Max B. Swisher Skyhaven Airport, I acknowledge that I have read the Skyhaven Airport Rules and Regulations and Minimum Standards. I agree that it is my responsibility as an employee of UCM to ensure compliance with the Rules and Regulations and Minimum Standards. I agree to comply with all stated rules and standards as an employee of UCM. I further acknowledge and agree that as an employee of UCM I must report any concerns of non-compliance with the Rules and Regulations and Minimum Standards using the procedure stated in the Rules and Regulations.

Philip Burns

Printed Name



Signature

Assistant Airport Manager

Title, Department or Office

14 OCT 2025

Date

Compliance Acknowledgement: As a staff or faculty member who conducts employee responsibilities at the Max B. Swisher Skyhaven Airport, I acknowledge that I have read the Skyhaven Airport Rules and Regulations and Minimum Standards. I agree that it is my responsibility as an employee of UCM to ensure compliance with the Rules and Regulations and Minimum Standards. I agree to comply with all stated rules and standards as an employee of UCM. I further acknowledge and agree that as an employee of UCM I must report any concerns of non-compliance with the Rules and Regulations and Minimum Standards using the procedure stated in the Rules and Regulations.

ROBERT W. LITTLE

Printed Name



Signature

AIRPORT MANAGER

Title, Department or Office

10/14/2025

Date

Compliance Acknowledgement: As a staff or faculty member who conducts employee responsibilities at the Max B. Swisher Skyhaven Airport, I acknowledge that I have read the Skyhaven Airport Rules and Regulations and Minimum Standards. I agree that it is my responsibility as an employee of UCM to ensure compliance with the Rules and Regulations and Minimum Standards. I agree to comply with all stated rules and standards as an employee of UCM. I further acknowledge and agree that as an employee of UCM I must report any concerns of non-compliance with the Rules and Regulations and Minimum Standards using the procedure stated in the Rules and Regulations.

James Gamble
Printed Name

Chair, Department of Aviation
Title, Department or Office


Signature

10-14-25
Date

2. Premises. Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord the Premises, together with all rights, privileges, easements, and appurtenances, belonging to or in any way pertaining to the Premises. Tenant shall access the Premises only through authorized routes and access points, as designated by Landlord and otherwise generally available to other public users of airport services. Landlord 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 Lease shall commence on the Effective Date and expire on the Expiration Date, subject to the provisions hereof. A "Lease Year" is a one-year period, beginning on the Effective Date and any anniversary thereof.

4. Rent. Tenant agrees to pay to Landlord rent in the following amounts per 12-month Lease Year:

Lease Years 1-5	\$5,100 annually
Lease Years 6-10	\$5,610 annually
Lease Years 11-15	\$6,171 annually
Lease Years 16-20	\$6,788 annually
Lease Years 21-25	\$7,467 annually
Lease Years 26-30	\$8,214 annually

Each year's rent shall be paid in advance without demand or set off, on or before the first day of each Lease year during the Term, with the exception of the \$5,100 owed for Lease Year 1, which shall be paid in its entirety on or before 180 days following the Effective Date of this Agreement. Should this contract be terminated early, rent for any partial year shall be prorated. The term "Rent," as used herein, shall include all amounts due pursuant to this Section 4, together with any other amounts due from Tenant hereunder. Should Tenant exercise its Lease Option regarding Parcel B, the above amounts shall double commencing upon the effective date of the leasing of Parcel B (and prorated for a partial year if applicable for the year implemented). The Lease Option may be exercised within the first eighteen months of this Agreement, and if exercised Tenant's access to Parcel B shall be effective on a date agreed to by the Parties but no later than twenty months from the last signature to this Agreement below.

5. Lease Option on Parcel B. Tenant shall have an eighteen-month option on a ground lease of Parcel B for a four-unit or 10-unit hangar complex for good and sufficient consideration in the amount of one thousand and twenty dollars (\$1,020) payable within thirty (30) days of the Effective Date of this Agreement as defined in Section 1.(a) hereof. This option must be exercised via written notice to the Landlord. If not exercised within eighteen months of the Effective Date, the consideration paid for this option and Parcel B revert to the exclusive control and ownership of the Landlord with no rights to Tenant. If the Option on Parcel B is properly exercised within eighteen months, the \$1,020 consideration paid will be credited to the first rent payment owed that encompasses use of Parcel B. Exercising this Lease Option on Parcel B shall have no impact on the Term of this Agreement.

6. Taxes. Should any be assessed, Tenant shall pay any and all real estate taxes and assessments levied against the Premises, including any improvements located thereon, during the Term prior to delinquency. Tenant shall furthermore pay directly to the appropriate taxing authority, should any be assessed, all taxes levied or assessed against any of Tenant's personal property or Tenant's fixtures placed in or about the Premises and for any alterations or improvements made by Tenant.

7. Repairs and Maintenance. Landlord shall have no obligation to maintain or repair any portion of the Premises. Tenant 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. Landlord shall keep all paved areas adjacent to the Premises in good and usable state of repair throughout the lease Term.

8. Construction, Alterations and Improvements.

(a) Tenant shall construct at its own expense hangars for the use of Tenant and Tenant's invitees on Parcel C (and Parcel B if that Lease Option is exercised per below). No other commercial business shall be conducted at the Premises other than Tenant's rental of hangars to subtenants for storage of planes. Tenant shall submit plans and specifications ("Tenant Plans") for its initial improvements to the Premises ("Initial Buildout") to Landlord for approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, it shall be reasonable for Landlord to require that the Initial Buildout be consistent in size and appearance to other hangars constructed in the general vicinity of the Premises. Tenant may build 4-unit or 10-unit hangar building provided it is similar in appearance and materials to Landlord's existing hangars located near the Premises; the rendering is subject to review and approval by UCM; and following approval, build must be consistent with the approved rendering. Landlord shall respond to the Tenant Plans within ten (10) business days of Tenant's submission thereof to Landlord. Tenant shall not perform any work related to the Initial Buildout until such time as the Tenant Plans are approved in writing by Landlord.

(b) Landlord hereby grants Tenant and its contractors, agents, equipment and materials suppliers, and subcontractors a license to access the Premises for purposes of delivering supplies and constructing the Tenant Finish. After Landlord's approval of the Tenant Plans, Tenant must obtain Landlord's approval of any changes requested by Tenant to the Tenant Plans, which approval shall not be unreasonably withheld, conditioned or delayed, and Landlord shall respond to any requested changes within ten (10) business days of Tenant's request. Landlord shall designate an area suitable for the delivery and "laydown" of Tenant's construction materials and equipment for use during Tenant's buildout. Tenant shall remove all materials and equipment from this area following buildout and return it in its prior condition.

(c) Tenant shall be solely responsible for obtaining all licenses, permits and approvals required or necessary for the completion of Tenant Plans and Initial Buildout. Such licenses, permits and approvals shall include, but shall not be limited to, building permits, certificates of occupancy, and any other required governmental consents or approvals. Tenant shall cause the Initial Buildout Finish to be completed in accordance with the Tenant Plans and in a first-class, workmanlike manner and in conformity with all applicable governmental laws, ordinances, rules, orders, regulations and other requirements, including without limitation, the Americans with Disabilities Act.

(d) Tenant will hire a contractor reasonably acceptable to Landlord (hereinafter called "Tenant's Contractor") for the construction of the Initial Buildout work set forth in the Tenant Plans. Tenant's agents, contractors, workmen, mechanics, suppliers and invitees, including Tenant's Contractor shall work in harmony with other users of Skyhaven Airport. Landlord shall not be liable for any injury, loss or damage which may occur on or to the Premises by Tenant's agents, contractors, workmen, mechanics, suppliers and invitees, including Tenant's Contractor, the same being at Tenant's sole risk and liability. Tenant shall be liable to Landlord for any damage to the Premises or adjacent property caused by Tenant or any of Tenant's employees, agents, contractors, workmen or suppliers. Tenant's anticipated contractor, LDL Builders LLC, is expressly approved as an acceptable contractor by Landlord.

(e) Upon completion of the Initial Buildout, Tenant shall deliver to Landlord all of the following: (i) an affidavit of payment, lien waiver and proof of payment of Tenant's Contractor and

all subcontractors and all materialmen, to evidence full payment for all work performed in connection with the Initial Buildout; (ii) certificate(s) of occupancy for the Premises and evidence of compliance with any and all governmental regulations regarding the completion, occupancy and use of the Premises, issued or required by the appropriate regulatory agencies; and (iii) a complete certified final set of plans, specifications and working drawings for the Initial Buildout, as completed.

(f) Tenant shall promptly pay all contractors or other persons supplying materials or services to the Premises in a timely manner such that the Premises shall be delivered without liens in any way related to the Initial Buildout.

(g) After completion of the Initial Buildout, Tenant shall not make any alterations, additions, improvements or other changes to the Initial Buildout or Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, provided, however, it shall be reasonable for Landlord to require that any such alterations, additions, improvements or changes be consistent in size and appearance with similar elevation to other hangars constructed in the general vicinity of the Premises.

(h) The Initial Buildout and all alterations, additions, improvements or other changes to the Premises shall be owned by Tenant for the Term of this Lease but shall become the property of the Landlord upon the expiration or termination of the Lease, except as otherwise provided in Section 19 below.

(i) Landlord shall provide Tenant with access to electrical utilities for the Premises. Tenant shall be responsible to extend such utilities to the Premises through Landlord's existing conduit facilities. Landlord shall provide Tenant with suitable space for transformer or other necessary ground equipment to supply the Premises with electrical utility access.

9. Inspection and Other Entry. Landlord and Landlord's contractors, agents and representatives shall have the right to enter the Premises at any reasonable time upon prior reasonable written notice to Tenant for the purpose of inspecting the Premises, and, within the last twelve (12) months of the lease Term, for exhibiting the Premises to prospective tenants or buyers and placing "for sale" and "for lease" signs on the Premises.

10. Utilities. Tenant shall pay all fees and charges incurred during the Term for water, sewer, gas, heat, steam, air-conditioning, ventilating, telephone service, trash removal and other utilities supplied to the Premises directly to the applicable utility provider.

11. Assignment and Subletting. Except for the rental of hangar spaces by Tenant through ordinary best business practices, Tenant shall not assign this Lease or any interest herein, nor sublet the Premises or any portion thereof or interest therein without the prior written consent of Landlord, which may be given or withheld in Landlord's sole discretion. The Tenant covenants and agrees not to use or allow its subtenants to use said premises for commercial activity or any part of said premises for commercial aircraft maintenance. Tenant and Tenant's subtenants will be permitted to conduct minor maintenance on their own aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Any change in majority control of Tenant shall constitute an assignment for purposes hereof. If granted, Landlord's consent to any such assignment or subletting shall not release Tenant from any obligation or liability hereunder, and Tenant shall remain liable to perform and satisfy all such obligations and liabilities. Notwithstanding the foregoing, with written notice to Landlord at time of transfer, Tenant may assign or sublet without Landlord's prior consent, its interest hereunder to any transferee entity of which Jeffrey Terry (together with his wife Rachel Terry) and/or Daniel Spies has at least 50% legal control; notice to Landlord under this exception must include written documentation of said legal control. Transfers made through probate, or for purposes of estate planning or to trusts or other

entities at least 50% controlled by Jeffrey Terry (together with his wife Rachel Terry) and/or Daniel Spies, are exempt from the restrictions of this paragraph.

12. Insurance.

(a) At all times during the Term, the Tenant shall purchase and maintain the following insurance policies (collectively, "Insurance"), with the coverages and policy limits (or limits of liability) noted below, and if Landlord is required to maintain such insurance, then Tenant shall pay the same upon Landlord's presentation of the invoice or bill therefor or shall reimburse Landlord for the cost and expense therefor upon demand in accordance with the provisions hereof:

(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 Landlord 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 Landlord or the Premises;

(b) 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 Landlord. Landlord shall be named as additional insured or loss payee on all policies, except Worker's Compensation. Tenant's insurance shall be primary and non-contributing with respect to or in excess of any insurance coverage available to or maintained by Landlord. Upon Landlord's reasonable request, the Tenant shall provide to Landlord reasonable evidence of all required insurance. Tenant shall obtain policies which will not be cancelled or modified without at least thirty (30) days' prior written notice to the Landlord.

13. 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 Landlord or Tenant may elect to terminate this Lease by written notice to the other, and this Lease 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 Landlord, and Tenant hereby expressly assigns to Landlord any right, title and interest Tenant may claim to any part of such award; provided however, that Tenant may pursue, and reserves the right to obtain and keep, at its own expense, any award separately made to Tenant for Tenant's relocation expenses and the then value of Tenant'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 Lease, Tenant shall be entitled to an equitable abatement of Rent.

14. Default; Remedies.

(a) If Tenant shall (i) at any time be in default or breach in the payment of any Rent for a period of ten (10) business days after written notice thereof from Landlord; or (ii) be in default or breach of the performance of any of the other covenants, terms, conditions or provisions of this Lease and shall fail to remedy any such default specified in this clause (ii) within thirty (30) days after written notice thereof from Landlord (provided, however, if remedying such default reasonably requires more than thirty days, Tenant shall not be in default or breach hereof so long as Tenant 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 Tenant be appointed in any action, suit or proceeding by or against Tenant, or if the interest of Tenant 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 Tenant, and Landlord shall have the rights and remedies as set forth below.

(b) Upon the occurrence of any such Event of Default by Tenant, Landlord 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 Lease and without relieving Tenant of its obligation to make the payments of Rent herein reserved, and expel or remove Tenant 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 Tenant and relet the Premises at any reasonable rental readily obtainable, and receive the rent therefor, with Landlord using commercially reasonable efforts to mitigate its damages following an Event of Default by Tenant. In such event, Tenant shall pay to Landlord on demand the reasonable expenses of such reletting (including all repairs, tenant finish, improvements, brokers’ and attorneys’ fees and all loss or damage which Landlord 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. Tenant shall not be entitled to any excess obtained by Landlord in reletting over the Rent. Landlord can bring separate actions from time to time against Tenant to collect rent due and owing.

(ii) Terminate this Lease forthwith. In the event of such termination, Tenant shall immediately surrender the Premises to Landlord and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant 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 Lease as provided herein, Tenant shall pay to Landlord, on demand, the reasonable expenses of such reletting (including all repairs, tenant finish, improvements, brokers’ and attorneys’ fees and all loss or damage which Landlord may sustain by reason of such re-entry and reletting) plus an amount equal to the difference between the Rent provided for herein and the amount of Rent received by Landlord from the subsequent reletting of the Premises, for the period which would otherwise constitute the balance of the Term in full by Tenant to Landlord. Landlord shall use commercially reasonable efforts to mitigate its damages following an Event of Default by Tenant.

(iii) Cure any default of Tenant hereunder and Tenant shall immediately reimburse Landlord for the reasonable cost thereof which shall be deemed additional rent for purposes hereof.

(iv) Exercise any other right or remedy available at law or in equity.

(c) No receipt of money by Landlord from Tenant 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 Lease, or affect any such notice, demand or suit.

(d) No delay on the part of Landlord 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 Landlord's remedies and all of Tenant's indemnities and Tenant's obligations arising prior to such termination shall survive termination of this Lease or termination of Tenant's possession hereunder.

(e) If Landlord shall be in default or breach of the performance of any of the other covenants, terms, conditions or provisions of this Lease and shall fail to remedy any such default within thirty (30) days after written notice thereof from Tenant the same shall be deemed an "Event of Default" by Landlord, and Tenant shall have the rights and remedies provided by law or equity.

15. Environmental Laws and Matters.

(a) Tenant (including Tenant's invitees and other users) shall comply with all laws, regulations, ordinances orders and directives governing Hazardous Materials ("Environmental Laws"). Tenant 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 Environmental Laws. Tenant shall promptly notify Landlord of any such release.

(b) Tenant hereby does and shall indemnify, defend, release, discharge and hold harmless Landlord Parties 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 Landlord Parties, arising out of, caused by or related to Tenant'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 Environmental Laws during the Term.

(c) 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.

(d) Tenant's obligations under this Section shall survive the expiration or sooner termination of this Lease.

16. Compliance with Laws, Rules and Regulations. Tenant shall, at Tenant's sole cost and expense, comply in all respects with all applicable laws, ordinances, rules and regulations and all orders, now in force or that may be enacted hereafter, all directions, rules, and regulations of the fire marshal, health officer, building inspector, or other proper officers of the governmental agencies having jurisdiction over the Premises, and such standards established from time to time by the National Board of Fire Underwriters, the National Fire Protection Association, or any similar bodies, which are applicable to the Premises and to use and occupancy of the Premises. In addition to the foregoing, Tenant shall, at Tenant's sole cost and expense, comply in all respects with all rules, regulations and orders issued by Landlord and applicable to the Skyhaven Airport and areas adjacent thereto, and Landlord shall have the right to impose, by written notice to Tenant, new and additional rules and regulations during the Term of this Lease. In all circumstances, Tenant shall use the Premises and cause its invitees and other users to use the Premises in a manner harmonious with other users of the Skyhaven Airport and areas adjacent thereto. Said additional rules and regulations shall apply to all public users of the Skyhaven Airport including Landlord's existing hangar licensees.

17. 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 Tenant 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.

18. Lien. Tenant 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 Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall promptly cause such lien to be discharged of record or shall insure over or bond over such lien to Landlord's reasonable satisfaction.

19. Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises on the Expiration Date inclusive of all improvements on the Property including all parts and components thereof in good condition and repair, subject to ordinary wear and tear, including the Initial Buildout and any alterations, and Tenant shall be provided recognition by Landlord of donation value of the improvements at the time of surrender. Tenant may, prior to vacating the Premises, remove any or all of Tenant's trade fixtures, Tenant's fixtures, equipment, inventory and personal property; provided that Tenant, at its sole cost, shall immediately repair, to the reasonable satisfaction of Landlord, any damage caused by such removal. Any items remaining in the Premises on the expiration or termination date of this Lease shall be deemed abandoned for all purposes and shall become the property of Landlord and the latter may dispose of the same without liability of any type or nature. Tenant's obligations set forth in this Section shall survive expiration or termination of this Lease.

20. Subordination. The rights of Tenant under this Lease shall be, and are subject and subordinate at all times, to the lien of any underlying lease, mortgage, deed of trust or other encumbrance or lien now or hereafter in force encumbering the Premises or Landlord's interest under this Lease, provided however Tenant is provided a Non-Disturbance Agreement from any creditor or lienholder.

21. Quiet Enjoyment. Tenant 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.

22. Broker. Each party warrants to the other that each such party has had no dealings with any broker in connection with this Lease, and indemnifies and holds harmless the other party from any and all claims for commissions and other fees and expenses (including reasonable attorneys' fees) arising from a breach of the foregoing warranty. Tenant discloses that Jeffrey M. Terry and Rachel L. Terry are licensed Real Estate Brokers in Missouri (for state required disclosure purposes only).

23. Miscellaneous.

(a) Successors and Assigns. This Lease 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 11 hereof.

(b) Counterparts and Facsimile Execution. This Lease 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 Lease. 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 Lease 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 Lease, 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 Lease 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 Lease 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 Lease, nor in any way affect this Lease.

(g) Severability. If any term, covenant or condition of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, 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 Lease shall be valid and enforceable to the fullest extent permitted by law.

(h) Integration. This Lease represents the entire Lease 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 Lease and superseded hereby.

(i) Amendment and Waiver. No provision of this Lease 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 Lease.

(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 Lease.

(k) Attorney's Fees. In the event of any dispute or litigation arising out of this Lease, 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 Lease 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 Tenant holds over after the expiration of the Term and does not surrender the Premises prior to the expiration of the Term (and has not exercised its Purchase Option), then the tenancy 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 Tenant is holding over, Tenant shall pay to Landlord 200% of the Rent otherwise due hereunder for each month of such holdover tenancy. Nothing herein shall limit Landlord's rights to remove Tenant 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 LEASE OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION WITH THIS LEASE, OR (b) ARISING FROM ANY RELATIONSHIP BETWEEN THE PARTIES EXISTING IN CONNECTION WITH THIS LEASE 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 Lease, the airport facility operated by Landlord 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, Tenant shall have the right to terminate this Lease.

(q) Casualty Loss of Tenant's Improvements. Should Tenant's improvements be damaged or destroyed by fire, wind, or other cause not the fault of Tenant or its subtenants' purposeful or negligent acts or omissions, rent shall remain due and owing, however Tenant shall have the right to elect to Terminate this Lease within 180 days of such loss, or to reconstruct Tenant's improvements, and in the case of such reconstruction, all provisions of this Lease concerning the initial construction shall again apply.

(r) Landlord Liability. The term "Landlord" as used in the Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease and Premises at the time in question, and in the event of any transfer or transfers of such interest, the Landlord 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 Landlord contained in this Lease thereafter to be performed. Nothing herein shall limit or restrict Landlord's right to convey, assign or transfer the Lease or the Premises, or any part thereof. Landlord's liability under this Lease is limited to Landlord's interest in the Premises and any obligations or liability of Landlord under this Lease 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 Lease, 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 Lease without the consent of any third party not obtained.

[SIGNATURES ON FOLLOWING PAGE]

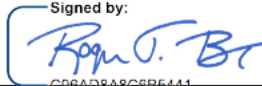
IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the Effective Date first written above.

LANDLORD:

TENANT:

The UNIVERSITY OF CENTRAL MISSOURI

423 [REDACTED]

Signed by:
By:  September 11, 2024
C96AD9A8C6B5441...
Roger J. Best, PhD
President, University of Central Missouri

Signed by:

[REDACTED], 2024
[REDACTED]

EXHIBIT 1(A)
LEGAL DESCRIPTION OF PREMISES

Parcel A:

A tract of land located in part of the southwest quarter of the northwest quarter of Section 16, Township 46 North, Range 26 West, 5th Principal Meridian, Johnson County, Missouri, and being more particularly described as follows: commencing at the center one-quarter corner of said Section 16; thence N87°23'10"W along the south line of the southeast quarter of the northwest quarter of said Section 16, a distance of 1337.61 feet to the southeast corner of the southwest quarter of the northwest quarter of said Section 16; thence N56°43'47"W, a distance of 1262.05 feet to the point of beginning; thence N82°17'15"W, a distance of 59.18 feet; thence N07°43'35"E, a distance of 239.05 feet; thence S82°18'22"E, a distance of 59.05 feet; thence S07°41'44"W, a distance of 239.07 feet to the point of beginning. Containing 0.32 acre or 14,131 square feet of land, more or less. Subject to any and all easements, reservations, and restrictions of record.

Parcel B:

A tract of land located in part of the southwest quarter of the northwest quarter of Section 16, Township 46 North, Range 26 West, 5th Principal Meridian, Johnson County, Missouri and being more particularly described as follows: commencing at the center one-quarter corner of said Section 16; thence N87°23'10"W along the south line of the southeast quarter of the northwest quarter of said Section 16, a distance of 1337.61 feet to the southeast corner of the southwest quarter of the northwest quarter of said Section 16; thence N53°45'43"W, a distance of 1140.23 feet to the point of beginning; thence N82°31'55"W, a distance of 58.78 feet; thence N07°41'01"E, a distance of 239.39 feet; thence S82°11'00"E, a distance of 58.96 feet; thence S07°43'30"W, a distance of 239.03 feet to the point of beginning. Containing 0.32 acre or 14,082 square feet of land, more or less. Subject to any and all easements, reservations, and restrictions of record.

Parcel C:

A tract of land located in part of the southwest quarter of the northwest quarter of Section 16, Township 46 North, Range 26 West, 5th Principal Meridian, Johnson County, Missouri, and being more particularly described as follows: commencing at the center one-quarter corner of said Section 16; thence N87°23'10"W along the south line of the southeast quarter of the northwest quarter of said Section 16, a distance of 1337.61 feet to the southeast corner of the southwest quarter of the northwest quarter of said Section 16; thence N50°04'32"W, a distance of 1021.70 feet to the point of beginning; thence N82°26'29"W, a distance of 59.21 feet; thence N07°44'26"E, a distance of 239.16 feet; thence S82°12'12"E, a distance of 58.87 feet; thence S07°39'33"W, a distance of 238.91 feet to the point of beginning. Containing 0.32 acre or 14,112 square feet of land, more or less. Subject to any and all easements, reservations, and restrictions of record.

EXHIBIT 1(B)
FINALIZED LAND SURVEY

[To be exchanged and included after signature]

**AMENDMENT 1 to GROUND LEASE, INCORPORATING
COMMERCIAL OPERATIONS VENDOR AGREEMENT**

THE GROUND LEASE entered into by and between the University of Central Missouri (the “University” or “UCM”) and [REDACTED] (“Tenant” or “Business Owner”) (collectively, the “Parties”) effective October 1, 2024 (“the 2024 Agreement”), is hereby modified as follows, to incorporate UCM Skyhaven’s Commercial Operations Vendor Agreement:

WHEREAS, Tenant is engaged in Commercial Aeronautical Activity at Skyhaven airport as previously documented in the 2024 Agreement and, since signing the 2024 Agreement, UCM has revised its Airport Rules and Regulations and adopted Minimum Standards for Commercial Aeronautical Operations applicable to commercial operations at Skyhaven Airport and Tenant is a Commercial Operator and Business Owner under this Amendment,

WHEREAS, THIS COMMERCIAL OPERATIONS VENDOR AGREEMENT (the “Vendor Agreement”) is dated as the Effective Date by and between the Parties regarding the operation of the aviation related commercial business set forth in the 2024 Agreement.

NOW THEREFORE, in consideration of the fee agreed to, the mutual covenants contained herein, and other good and valuable consideration, the Parties hereto agree to amend the 2024 Agreement through adoption of the following terms:

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. To the extent this Amendment conflicts with the 2024 Agreement, the terms of this Amendment 1 shall govern.

- | | | |
|-----|---|---|
| (a) | <u>Effective Date:</u> | Shall be the first of the month following last signature below. |
| (b) | <u>Premises:</u> | See Section 1.(b) of the 2024 Agreement. |
| (c) | <u>Term:</u> | See Section 1.(c) of the 2024 Agreement. |
| (d) | <u>Airport Sponsor Name and Address:</u> | The University of Central Missouri
PO Box 800
Warrensburg, MO 64093
Attention: Office of General Counsel
E-mail: ogc@ucmo.edu |
| (e) | <u>Business Owner/Commercial Operator’s Name and Address:</u> | [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] |

2. Premises. See Section 2 of the 2024 Agreement.
3. Term. See Section 3 of the 2024 Agreement.
4. Fee. See Section 4 of the 2024 Agreement.
5. Taxes. See Section 6 of the 2024 Agreement.
6. Repairs and Maintenance. See Section 7 of the 2024 Agreement.
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. See Section 9 of the 2024 Agreement.
9. Assignment and Subletting. See Section 11 of the 2024 Agreement.
10. Insurance. See Section 12 of the 2024 Agreement.
11. Condemnation. See Section 13 of the 2024 Agreement.
12. Default; Remedies. See Section 14 of the 2024 Agreement.
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. See Section 17 of the 2024 Agreement.

15. Lien. See Section 18 of the 2024 Agreement.

16. Surrender. See Section 19 of the 2024 Agreement.

17. Subordination. See Section 20 of the 2024 Agreement.

18. Quiet Enjoyment. See Section 21 of the 2024 Agreement.

19. Miscellaneous.

- a. Addendum: This Vendor Agreement shall be an addendum to the Business Owner's current Ground Lease.
- b. 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.
- c. 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.
- d. 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.

- e. Time. See Section 23(d) of the 2024 Agreement.
- f. Force Majeure. See Section 23(e) of the 2024 Agreement.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

- m. 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).
- n. Holdover. See Section 23(m) of the 2024 Agreement.
- o. Waiver of Jury Trial. See Section 23(n) of the 2024 Agreement.
- p. Venue. See Section 23(o) of the 2024 Agreement.
- q. 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.
- r. Casualty Loss of Business Owner's Improvements. See Section 23.(q) of the 2024 Agreement.
- s. 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.
- t. 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.
- u. PATRIOT ACT. See Section 23(t) of the 2024 Agreement.

- v. 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: BUSINESS OWNER:

The UNIVERSITY OF CENTRAL MISSOURI

[REDACTED]

By: _____

Roger J. Best, PhD

President, University of Central Missouri

By: _____

[REDACTED]

[REDACTED]

Investigation Report

General Information

Date Possible Violation Reported:

___03 OCT 2025___

Date of Possible Violation:

___03 OCT 2025___

Type of Violation/ Activity:

___Aircraft Rental w/o CVA___

Hangar Number (if applicable):

___RAMP___

Name of Individuals in Violation:

___RAWAERO LLC___

___HANGAR FLYING LLC___

Name of Individuals Reporting:

___Rodney N Joel (FAA)___

___Phillip Burns (UCM)___

Investigation

Reported Violation:

Aircraft Rental on the ramp without a commercial vendor agreement.

Contacted Individual(s) in Possible Violation:

Date: 10 OCT 2025

Synopsis of Conversation:

Email: hangarflyngllc@gmail.com

Good Afternoon,

We have been made aware that [REDACTED] is occupying tie-down space at Skyhaven Airport and uses such space to rent aircraft to the public. Under Skyhaven's Rules and Regulations (<chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.ucmo.edu/offices/skyhaven-airport/cm-airport-rules-and-regulations.pdf>), this conduct is a commercial aeronautical operation and as such, requires a Commercial Vendor Agreement (CVA).

In order to obtain a CVA you must fill out the Commercial Vendor Application found here (<https://app.smartsheet.com/b/form/ed6c99c1df88410891c3001c8f1e7fd3>). Until the application is complete and a CVA is executed, you must cease operations of your rental activities. Please remove any signage regarding your commercial operation until this matter has been resolved.

If you have any questions regarding the process for obtaining a CVA or Skyhaven's Rules and Regulations, please let airport management know.

Thanks,

Skyhaven Airport

Evidence:

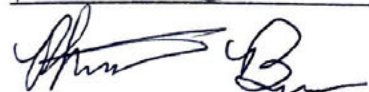
- Three aircraft ramp spaces paid monthly to the airport with rental posting in the windows.
- Business cards posted on the line service counter.
- Previous Airport Management did not consider commercial activities on the ramp to be subject to commercial agreements.

Recommendation:

Until the application is complete and a CVA is executed, cease operations of their rental activities. Remove any signage regarding the commercial operation until this matter has been resolved.

Completed By:

Assistant Airport Manager

Philip Burns


Submitted to Airport Manager

Date: 10 OCT 2025



Skyhaven Airport <skyhavenairport@ucmo.edu>

Cease Operations of Rental Activities at Skyhaven Airport

1 message

Skyhaven Airport <skyhavenairport@ucmo.edu>

Fri, Oct 10, 2025 at 1:08 PM

To: [REDACTED]

Good Afternoon,

We have been made aware that [REDACTED] is occupying tie-down space at Skyhaven Airport and uses such space to rent aircraft to the public. Under Skyhaven's Rules and Regulations (<chrome-extension://efaidnbmnnnibpcajpglclefndmkaj/https://www.ucmo.edu/offices/skyhaven-airport/ucm-airport-rules-and-regulations.pdf>), this conduct is a commercial aeronautical operation and as such, requires a Commercial Vendor Agreement (CVA).

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If you have any questions regarding the process for obtaining a CVA or Skyhaven's Rules and Regulations, please let airport management know.

Thanks,
Skyhaven Airport

Compliance Acknowledgement: As a staff or faculty member who conducts employee responsibilities at the Max B. Swisher Skyhaven Airport, I acknowledge that I have read the Skyhaven Airport Rules and Regulations and Minimum Standards. I agree that it is my responsibility as an employee of UCM to ensure compliance with the Rules and Regulations and Minimum Standards. I agree to comply with all stated rules and standards as an employee of UCM. I further acknowledge and agree that as an employee of UCM I must report any concerns of non-compliance with the Rules and Regulations and Minimum Standards using the procedure stated in the Rules and Regulations.

Printed Name

Title, Department or Office

Signature

Date