

DuPAGE AIRPORT AUTHORITY CODE

APPENDIX

BY-LAWS OF THE DuPAGE AIRPORT AUTHORITY

ARTICLE I

PRINCIPAL OFFICE. The principal office of the DuPage Airport Authority is located at 2700 International Drive, West Chicago, DuPage County, Illinois or at such other place within the territorial limits of the DuPage Airport Authority as the Board of Commissioners shall select.

ARTICLE II

SECTION 1. **REGULAR MEETING.** The Board of Commissioners shall meet on such dates and times as determined by the Chairman with the approval of the Board of Commissioners. However, the Board of Commissioners shall be required to meet during the month of January of each year to elect a Chairman, Vice Chairman, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer.

SECTION 2. **SPECIAL MEETING.** Special meetings of the Board of Commissioners may be called by the Chairman or at the written request of five Commissioners.

SECTION 3. **PLACE OF MEETING.** The Board of Commissioners may designate any place within the territorial limits of the DuPage Airport Authority as the place of meeting for any regular meeting. Special meetings may be held either within or without said Airport Authority territorial limits, upon the consent or approval of five or more members of the Board or the Chairman.

SECTION 4. **NOTICE.** Notice of any regular, special, reconvened or rescheduled regular meeting shall be given in accordance with the Illinois Open Meetings Act, 5 ILCS 120/1, *et seq.*

SECTION 5. **QUORUM.** A majority of the Board of Commissioners who are duly appointed and qualified and who are physically present at the location of the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Commissioners, provided that, if less than a majority of such Commissioners are physically present at said meeting, a majority of the Commissioners physically present may adjourn the meeting to a future time and place certain, without further notice.

SECTION 6. **MANNER OF ACTING.** The act of the majority of the Commissioners attending a meeting at which a quorum is physically present shall be the act of the Board of Commissioners.

SECTION 6.A. **ELECTRONIC ATTENDANCE.** If a quorum of the Board of Commissioners is physically present at a meeting, a member may attend and participate in a regular board meeting, special board meeting or committee meeting through electronic means. "Electronic means" shall mean by audio or video conference. If a Commissioner wishes to attend via electronic means, he or she must notify the Secretary of the Board before the meeting unless advance notice is

impractical. The manner of attendance shall be reflected in the minutes. Any Commissioner attending a regular board meeting or special board meeting via electronic means shall not be entitled to vote on any matters presented.

SECTION 7. VACANCIES. Any vacancy occurring in the office of Commissioner shall be filled in accordance with the act entitled "An Act in Relation to Airport Authorities," 70 ILCS 5/1, *et seq.* effective April 4, 1945, as amended (hereinafter, the "Act").

SECTION 8. COMPENSATION. Each Commissioner shall be paid the maximum amount of compensation permitted to be paid under the provisions of said Act.

SECTION 9. GENERAL POWERS OF BOARD. The Board of Commissioners shall have and exercise all the powers vested in said Authority under the provision of said Act, except insofar as executive or administrative duties may be lawfully vested in officers, employees or agents of the Authority by action of said Board of Commissioners, or professional services may be authorized and secured by said Board.

SECTION 10. ORDER OF BUSINESS. The order of business at any regular meeting of the Board of Commissioners shall be as follows:

1. Call to Order.
2. Roll Call.
3. Consent Agenda.
4. Public Comment.
5. Report of Officers.
6. Report of Standing Committees.
7. Consideration of Old Business.
8. Consideration of New Business.
9. Order of Adjournment.

At the January meeting each year, the election of new officers shall immediately follow the reports of the retiring officers. At any special meeting, all order of business may be dispensed with except the roll call and the item or items of special business, the consideration of which prompted the call of such special meeting. Robert's Rules of Order, as interpreted by the Chairman, shall govern the actions of the Board at all regular and special meetings except as may be otherwise provided by these by-laws or by ordinance or resolution of the Board. Any by-law or rule respecting the consideration of business of the Board may be suspended by a two-thirds (2/3) vote of the Board in respect to the business considered at any meeting, but any such suspension shall not apply to subsequent meetings of the Board.

ARTICLE III

- SECTION 1. **NUMBER.** The officers of the DuPage Airport Authority shall be Chairman, one Vice-Chairman, a Treasurer, an Assistant Treasurer, a Secretary and Assistant Secretary and such other officers as may be elected in accordance with the provisions of this Article. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary. The offices of Assistant Secretary and Assistant Treasurer may be held by individuals who are not duly appointed Commissioners.
- SECTION 2. **ELECTION, TERM OF OFFICE AND VACANCIES.** The officers of the Authority shall be elected annually by the Board of Commissioners at the January meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until said office has been declared vacant by the Board of Commissioners by reason of death, resignation, removal, disqualification, or otherwise.
- SECTION 3. **REMOVAL.** Any officer or agent elected or appointed by the Board of Commissioners may be removed by a two-thirds (2/3) vote of the Board whenever in its judgment the best interests of the Authority would be served thereby; such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- SECTION 4. **VACANCIES.** A vacancy in any office, except the office of Commissioner, because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Commissioners for the unexpired portion of the term. A vacancy in the office of Commissioner shall be filled as provided by said Act.
- SECTION 5. **CHAIRMAN.** The Chairman or his designee shall serve as the spokesperson for the Board. The Chairman shall be responsible for overseeing, through the Airport's Executive Director, the implementation of the Board's decisions. The Chairman shall preside at all meetings of the Board of Commissioners and communicate to the Executive Director the directions as determined by the Board. The Chairman has the authority to schedule regular meetings, call special meetings, cancel regular meetings or cancel those special meetings called solely at the Chairman's authority. The Chairman will form committees and appoint committee members. The Chairman will set and approve the agenda for full Board meetings. The Chairman will sign Board Resolutions and Ordinances, but the Chairman will not be expected to sign contracts, vendor agreements, purchase orders, deeds, mortgages, bonds, leases or other legal instruments.
- SECTION 6. **VICE-CHAIRMAN.** In the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Chairman. The Vice-Chairman shall perform such other duties as from time to time may be assigned to him by the Chairman or by the Board of Commissioners.

SECTION 7. **TREASURER.** The Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Commissioners shall determine. He or she shall have supervision and general responsibility for all funds and securities of the Authority and for the receipt of monies due and payable to the Authority. He or she shall, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Chairman or by the Board of Commissioners.

SECTION 8. **SECRETARY.** The Secretary shall keep the minutes of the Board of Commissioners' meetings in one or more books provided for that purpose; shall see that all notices are fully given in accordance with the corporate records and of the seal of the Authority; shall see that the seal of the corporation under its seal is duly authorized and is in accordance with provisions of these by-laws; and shall perform the duties ordinarily performed by the Secretary of the governing body of an Illinois Special District and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board of Commissioners.

SECTION 9. **ASSISTANT TREASURER.** The Assistant Treasurer may be an employee of the Authority. Under the general supervision of the Treasurer, the Assistant Treasurer shall have charge and custody of and be primarily responsible for all funds and securities of the Authority, for the receipt of monies due and payable to the Authority from any source whatsoever and for the deposit of all such monies in the name of the Authority in such banks, trust companies or other depositories as shall be authorized by the Board of Commissioners. The Assistant Treasurer shall also perform such duties as shall be assigned to him or her by the Treasurer or by the Board of Commissioners.

SECTION 10. **ASSISTANT SECRETARY.** The Assistant Secretary may be an employee of the Authority. Under the general supervision of the Secretary, the Assistant Secretary shall sign with the Chairman, the Vice-Chairman or any other officer thereunto authorized by the Board of Commissioners any instruments which the Board of Commissioners has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Commissioners. The Assistant Secretary shall also perform such duties as shall be assigned to him or her by the Secretary or by the Board of Commissioners.

ARTICLE IV

COMMITTEES

SECTION 1. **COMMITTEE OF THE WHOLE.** There shall be a Committee of the Whole which shall consist of all of the members of the Board of Commissioners and which shall perform such duties as authorized by the Chairman or by the Board of Commissioners.

SECTION 2. **STANDING COMMITTEES.** There shall be an Internal Policy and Compliance committee, a Finance committee, a Golf committee and a Capital Development, Leasing and Customer Fees committee that shall consist of members appointed by the Chairman. These committees shall meet regularly, shall comply with the Illinois Open Meetings Act and shall follow the same procedures and practices as the Board of Commissioners, except as otherwise set forth herein. Each committee shall have a chairperson appointed by the Chairman of the Board of Commissioners and shall perform such duties as authorized by the Chairman or by the Board of Commissioners. Committee Chairpersons may create temporary sub-committees and appoint the members thereof.

SECTION 3. **AD HOC COMMITTEES.** There may be a number of other committees authorized by the Board of Commissioners or the Board Chairman which shall consist of members appointed by the Chairman and which shall perform such duties as authorized by the Chairman or by the Board of Commissioners.

ARTICLE V

PERSONNEL. The Executive Director shall have the authority to hire employees for those positions previously budgeted for by the Board of Commissioners. All non-employees must be hired in accordance with the Procurement Policies and Procedures of the DuPage Airport Authority. However, outside attorneys and auditors shall be hired and approved by the Board of Commissioners annually.

ARTICLE VI

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. **CONTRACTS.** The Executive Director, upon ordinance or resolution passed by the Board of Commissioners authorizing same, shall enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Authority, and such Authority may be general or confined to specific instances. If the Executive Director is unavailable, he or she may authorize the Assistant Treasurer or the Assistant Secretary to execute any such documents in his or her absence.

SECTION 2. **LOANS.** No loans shall be contracted on behalf of the Authority, and no evidence of indebtedness shall be issued in its name unless authorized by ordinance or resolution of the Board of Commissioners. Such authority may be general or confined to specific instances.

SECTION 3. **CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued shall, from time to time, be authorized by ordinance or resolution of the Board of Commissioners; provided, however, that any and every person who as Commissioner, officer, Treasurer or employee of the Authority is authorized by the Board of Commissioners to make or enter into contracts of deposit or withdrawal or to collect, receipt for, or enter

into contracts therefor or to or for the expenditure or disbursement of the funds of the Authority shall be named as principal upon a fidelity bond with a corporate surety approved by the Board of Commissioners and in an amount which shall be hereafter specified by appropriate action of the Board. Any such bond shall fully protect and save harmless the Authority from any wrongful deposit, withdrawal, conversion, use or expenditure of funds of the Authority and shall be placed and remain on file in the office of the Authority at DuPage Airport.

SECTION 4. DEPOSITS. All funds of the Authority not otherwise employed shall be deposited, from time to time, to the credit of the Authority in such banks, trust companies or other depositories as the Board of Commissioners may select. Funds of the Authority not needed for current expenditure may be invested in tax anticipation warrants of other political subdivisions of Kane and DuPage Counties, Certificates of Deposit or other interest bearing securities as the Board of Commissioners may authorize or direct. The safekeeping of any such securities shall be a responsibility of the Treasurer of the Authority and, in the case of Certificates of Deposit or Treasury Bills, may be permitted to remain with the bank of deposit in which the account from which such funds are derived is maintained.

ARTICLE VII

FISCAL YEAR. The fiscal year of the Authority shall begin on the 1st day of January in each year and end on the 31st day of December of the same year.

ARTICLE VIII

SEAL. The Board of Commissioners shall provide an official seal for the DuPage Airport Authority which shall be impressed on the official copy of these By-laws contained in the corporate minute book.

ARTICLE IX

WAIVER OF NOTICE. Whenever any notice whatever is required to be given under the provisions of these By-laws, waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

AMENDMENTS. Except for temporary suspension of a by-law pursuant to Article II, Section 10, these By-laws may be altered, amended or repealed and new by-laws may be adopted as follows: such alterations, amendments or repealed provisions may be proposed at any meeting of the Committee of the Whole or at any monthly meeting or special meeting of the Board of Commissioners of the Authority; such changes must be approved by a two-thirds (2/3) vote of the Board of Commissioners.

ARTICLE IX

WAIVER OF NOTICE. Whenever any notice whatever is required to be given under the provisions of these By-laws, waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

AMENDMENTS. Except for temporary suspension of a by-law pursuant to Article II, Section 10, these By-laws may be altered, amended or repealed and new by-laws may be adopted as follows: such alterations, amendments or repealed provisions may be proposed at any meeting of the Committee of the Whole or at any monthly meeting or special meeting of the Board of Commissioners of the Authority; such changes must be approved by a two-thirds (2/3) vote of the Board of Commissioners.

As amended and enacted by the Board of Commissioners this 11th day of December, 2006.

{SEAL}


Secretary


Chairman

REVOCABLE TIE-DOWN PERMIT

PERMITTEE:

Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone
(H): _____
(W): _____
Email: _____
Emergency Contact Info.: _____

GRANTOR:

**DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago
Illinois
60185-1091**

Date of Permit: _____
Term of Permit: Month-to-month
Beginning: _____
Monthly Fee: _____
Security Deposit: _____
Tie-Down Space No.: _____

1. Permit and Term.

- a. The Authority hereby gives Permittee the right to use the tie-down space at the DuPage Airport.

- b. The Authority reserves the right to assign Permittee to a tie-down space different from that identified above at its sole discretion, and without notice, to move Permittee's aircraft to a new tie-down space, at its sole discretion.

- c. The term of this Permit shall be for one month commencing as stated above and shall automatically renew for successive one-month periods thereafter, unless terminated pursuant to the terms of this Permit. This Permit may not be transferred or assigned by Permittee.

- d. This Permit may be terminated by either the Authority or the Permittee upon thirty (30) days' prior written notice to the other.

2. Use of Space. Except as provided in the Airport Rules & Regulations and Minimum Standards, the Permittee shall use the space only for the storage of the aircraft designated below and for no other purposes:

Manufacturer: _____
Model and Type: _____
Registration Number: _____
Color: _____

3. Payment of Fees.

- a. In consideration of the rights, privileges and space herein granted, the Permittee shall pay a monthly fee as stated above. The Authority reserves the right to increase the fee at any time during the term of this agreement without notice to the Permittee. The fee shall be paid monthly in advance on the first business day of each month, without any claims for any deductions or any setoffs for any purpose whatsoever. Payment shall be in cash or by check or money order payable to the "DuPage Airport Authority" and shall be mailed or personally delivered to: DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, IL 60185-1091 or such other office as may be directed in writing by the Authority. The fee for the first month, the Security Deposit, \$_____ for access card/transmitter/keys, and any other Airport fee due the Authority shall be paid at the time of execution of this Permit by Permittee.
- b. If any monthly fee installment is not paid on or before the 30th day of the month, Permittee agrees to pay a finance charge of 1 1/2% for each month that the fee remains unpaid thereafter.

4. Events of Default. An Event of Default shall have occurred if:

- a. The monthly tie-down fee has not been received on the first day of each month during the term of this Permit.
- b. Other fees and charges due the Authority for activities or other services at the Airport are delinquent by more than thirty (30) days from the date of the invoice for such activities or services.
- c. Permittee is conducting a Commercial Aviation Activity at or from the space or the Airport without a Commercial Operating Permit.
- d. Permittee shall default in the performance or observances of the agreements, conditions or covenants required to be performed or observed by the Permittee under the terms of this Permit or shall violate any of the Airport Rules and Regulations and/or Minimum Standards.
- e. In the event a default as defined in this Permit shall occur, Permittee shall pay to the Authority all reasonable attorney's fees and costs incurred by the Authority in the enforcement of this Permit.

5. Indemnification. The Authority shall in no event be liable for physical injuries, including death, to persons or damage to property, including property of Permittee occurring on the Airport or arising out of Permittee's use or occupancy thereof or operation conducted thereon not arising from the negligent or willful acts or omissions of the Authority. Permittee agrees to assume the defense of, and indemnify and hold the Authority, its officers, agents, employees and commissioners harmless from and against any and all loss, damage, liability, claims, demands, costs and expenses, including, but not limited to, attorney's fees, upon any and all claims based upon such injuries to

persons or damage to property thereon caused by Permittee or Permittee's agents, employees, or invitees and not arising from the negligent or willful acts or omissions of the Authority. This indemnification shall survive termination or expiration of this Permit.

6. Insurance. Permittee shall procure and maintain at its cost, at all times during the term of this Permit, insurance covering its liability to the Authority, their officers agents, employees and commissioners with limits of a liability not less than \$1,000,000.00 combined single limit, including bodily injury of \$100,000.00 for all damages arising out of bodily injuries to, or death of, each person and property damage. Permittee shall be responsible to the Authority to review Permittee's coverage annually and to increase the minimum liability insurance set forth herein to a reasonable threshold, when, in the Authority's opinion, the risks attendant to the Permittee's operations have increased. The Authority shall not be liable for any deficiency in the Permittee's coverage. Permittee shall deliver to the Authority, contemporaneous with the execution of this Permit, a certificate of insurance for the insurance coverage described above and naming the Authority as additional insured. Each such certificate shall contain an endorsement that it cannot be cancelled unless the Authority is given at least 30 days' prior written notice. Permittee shall obtain renewals of such policies at least 30 days prior to the expiration thereof and promptly deliver to the Authority a certificate of insurance confirming that the proper coverage is in effect.

7. Compliance with Rules and Regulations. The Authority has enacted by municipal ordinance Airport Rules and Regulations and Minimum Standards governing the management and administration of the Airport. The Airport Rules and Regulations and Minimum Standards contain provisions governing this Permit and are made a part hereof by this reference. By signing this Permit, the Permittee acknowledges receipt of a copy of the Airport Rules and Regulations and Minimum Standards and agrees to be bound thereby.

8. Requirements of Law. Permittee at its sole cost and expense shall comply with all laws, orders and regulations of federal, state, county, municipal, town and other public authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose a duty upon the Permittee with respect to its operations on the Airport. Permittee shall not do or permit or suffer to be done any act or thing upon the Airport which will invalidate or be in conflict with any fire insurance policies covering the Airport and fixtures and property therein, and shall not do or permit or suffer to be done any act or thing upon the Airport which will or might subject the Authority to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Airport or for any other reason. The Permittee, at its sole expense, shall comply with all rules, orders, regulations or requirements of the Illinois Board of Fire Underwriters, or any other similar body and shall not do, permit or suffer to be done anything in or upon the Airport, or bring or keep anything therein, except as now or thereafter permitted by the fire marshal, the Authority, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate of fire insurance applicable to the Airport, or use the Airport in a manner which shall increase the rate of fire insurance on the Airport then in effect prior to the date of this Permit.

9. Security Deposit. Permittee shall deposit with the Authority the sum of one (1) month's fee, the "Deposit", as security for the faithful performance and observance by Permittee of the terms, provisions, covenants and conditions of this Permit. If an Event of Default, as described in Section 4 hereof, occurs, the Authority may use, apply or retain the whole or any part of the Deposit to the extent required for payment of any fees or any other sum as to which Permittee is in default or for any sum which the Authority may expend or may be required to expend by reason of Permittee's default in respect of any of the terms and conditions of this Permit. In the event that Permittee shall fully and faithfully comply with all of the terms and conditions of this Permit, the Deposit shall be returned, without payment of interest, to the Permittee after the termination of the Permit and after Permittee's departure from the tie-down space. Forfeiture of the Deposit shall not be considered liquidated damages and shall be in addition to any remedies available to the Authority at law or in equity.

10. Termination and the Authority's Right of Impoundment. Upon occurrence of an Event of Default, the Authority may terminate this Permit and immobilize Permittee's aircraft after notice to Permittee. Said notice shall be sent via overnight delivery service, chosen by the Authority, without Permittee's signature of receipt required. Notice shall be deemed received by Permittee on the date of delivery. Pursuant to Section 700.17 of the Rules and Regulations, after delivery of such notice, the registered owner may request, in writing, a hearing to determine the propriety of the impoundment. The written request for a hearing shall be submitted to and received by the Executive Director of the DuPage Airport Authority ("Executive Director") within five (5) business days of the date of delivery of notice to Permittee or the right to a hearing shall be deemed to have been waived.

Within three (3) days of the receipt of a request for a hearing, the hearing, as provided by this Permit and the Rules and Regulations, shall be conducted by a hearing officer appointed by the Executive Director. The sole issue to be determined by the hearing officer shall be whether a breach of the provisions of the Permit has occurred. If the hearing officer finds a breach of the Permit has occurred, the aircraft shall immediately be impounded. If the hearing officer finds that a breach of the Permit has not occurred, the aircraft shall not be impounded.

Payment of all Permit fees, attorneys fees incurred by the Authority and other charges incurred in the impoundment of an aircraft must be paid prior to release of the aircraft, unless otherwise relieved of that requirement by application of the hearing provision set forth herein.

11. Permittee's Property. All property of Permittee removed from the Premises by the Authority pursuant to any provisions of this Permit or by law may be handled, removed or stored by the Authority at the cost and expense of Permittee. Permittee shall pay the Authority for all expenses incurred by the Authority in such removal and for storage charges for such property so long as the same shall be in the Authority's possession or under the Authority's control. All such property not removed from the Premises or retaken from storage by Permittee within thirty (30) days after the end of the Term, however terminated, or the termination of Permittee's right of use, shall, at the Authority's option, be conclusively deemed to have been conveyed by Permittee to the

Authority as by bill of sale, without further payment or credit by the Authority to Permittee, and, further, Permittee waives any rights it may have under the Illinois Uniform Disposition of Unclaimed Property Act, 765 ILCS 1025/1 et. Seq. with regard to said property. In the event of an immobilization of Permittee's aircraft by the Authority for non-payment of fees and the Authority chooses to move Permittee's aircraft from its current location, Permittee waives any and all claims against the Authority, its officers, agents, employees and commissioners for any and all damage to Permittee's aircraft or other property on the premises as a result of such immobilization and relocation and the Authority shall not be responsible for the value, preservation or safekeeping thereof. This waiver by Permittee shall survive the termination or expiration of this Permit.

12. Access Card / Transmitter / Keys. As part of this Permit and after payment of a deposit, Permittee will receive an Access Card / Transmitter and/or Keys allowing Permittee access to the Authority grounds. At the end of the term of this Permit or other termination hereof, Permittee shall have 14 days within which to return the Access Card / Transmitter and/or Keys to the Authority. Should the Access Card / Transmitter and/or Keys not be returned within said time, Permittee's deposit paid for same shall be forfeited to the Authority.

13. Integration. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Permit and the Airport Rules and Regulations and Minimum Standards.

14. Severability. The provisions of this Permit are severable, and if this Permit cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of this Permit shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.

15. Notices. All notices, other than in Section 10 above, required or permitted to be given by either party to the other shall be delivered personally or sent by United States Certified Mail, return receipt requested, postage prepaid and shall be addressed to the Authority or Permittee as provided above.

Notices mailed as aforesaid shall be deemed to have been given for all purposes hereunder five (5) calendar days following the date on which the same have been deposited in the mail.

16. Non-Waiver. Any failure on the Authority's part to strictly enforce the terms of this Permit shall not be deemed a waiver to the Authority's right to demand strict performance of the terms of this Permit in the future.

17. Applicable Law. This Permit shall be governed and construed in accordance with the laws of the State of Illinois.

18. Assignment. Permittee may not assign this Permit to any party.

19. Jurisdiction and Venue. Any civil action by either party pertaining to this Permit or the agreements or provisions herein shall be commenced in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties hereto have signed this Revocable Tie-Down Permit on the day and in the year first above written.

GRANTOR:

PERMITTEE:

DuPAGE AIRPORT AUTHORITY

By: _____

Signature

Print Name

FOR OFFICE USE ONLY:

HTD

ACCTG

PFW

INS

FULL COMP

AOA VEHICULAR ACCESS REGISTRATION FORM

HTD	ACCTG	HTD
Official Use Only		

Rental Location 	Access Through Gate #
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- Tenants will receive one (1) access card / transmitter for an initial \$50 refundable deposit.
 - Additional access card(s) / transmitter(s) - \$50 refundable deposit per .

Card/Transmitter #	AOA Permit #	Vehicle Owner	Color	Year	Make	Model	License Plate

Returned Card/Transmitters			
Issued Card/Transmitters	Cash/Check	Date Returned	Amount of Refund
Card/Transmitter #	Deposit	Card/Transmitter #	Amount of Refund

I swear or affirm that I have in effect a complying policy of motor vehicle insurance in amounts of at least \$100,000 property damage, \$300,000 bodily injury or equivalent to cover the vehicle(s) or operator of the vehicle(s) identified in this AOA Vehicular Access Registration Form. I understand that such insurance must remain in effect until termination of AOA access privileges. I understand that failure to maintain required insurance or abide with vehicle regulations set forth in the DuPage Airport Authority Rules and Regulations may result in revocation of access to the Airport Operations Area. I agree to notify the DuPage Airport Authority of any changes to the information provided in this Registration. I understand that this registration does not grant access to operating a vehicle on the Airport Movement Area (runways and taxiways). ALL access card(s)/transmitter(s) must be returned within 14 days of cancellation for refund of \$50.00 deposit.

_____ / Signature _____ Date
 Tenant (Print) _____ Date

HANGAR LEASE

LESSEE

Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone
(H): _____
(W): _____
Email: _____
Emergency Contact Info.: _____

LESSOR

DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago
Illinois
60185-1091

Date of lease: _____
Term of lease: Month-to-month
Beginning: _____
Monthly Rent: _____
Security Deposit: _____
Hangar Location: _____

1. Lease and Term.

- a. The Authority hereby gives Lessee the right to use and occupy the hangar specified above at the DuPage Airport.
- b. The term of this Lease shall be for one month commencing as stated above and shall automatically renew for successive one-month periods thereafter, unless terminated pursuant to the terms of this Lease.
- c. This Lease, or Lessee's right to possession, may be terminated by either the Authority or the Lessee upon thirty (30) days' prior written notice to the other.

2. Use of Hangar. Except as provided in the Airport Rules & Regulations and Minimum Standards, the Lessee shall use the hangar space only for the storage of the aircraft designated below and for no other purposes:

Manufacturer: _____
Model and Type: _____
Registration Number : _____
Color : _____

NOTE: *If multiple aircraft are stored, above information for each is to be supplied.*

3. Payment of Fees.

- a. In consideration for the rights, privileges and hangar space herein granted, the Lessee shall pay a monthly fee as stated above. The Authority reserves the right to increase the fee at any time during the term of this agreement without notice to the Lessee. The fee shall be paid monthly in advance on the first business day of each month, without any claims for any deductions or any setoffs for any purpose whatsoever. Payment shall be in cash or by check or money order payable to "DuPage Airport Authority" and shall be mailed or personally delivered to: DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, IL 60185-1091 or such other office as may be directed in writing by the Authority. The fee for the first month, the Security Deposit, \$_____ for access card/transmitter/keys, and any other Airport fee due the Authority, shall be paid at the time of execution of this Lease by Lessee.
- b. If any monthly rental installment is not paid on or before the 30th day of the month, Lessee agrees to pay a finance charge of 1 1/2% for each month that the rent remains unpaid thereafter.

4. Events of Default. An Event of Default shall have occurred if:

- a. The monthly rent has not been received on the first day of each month during the term of the lease.
- b. Other fees and charges due the Authority for activities or other services at the Airport are delinquent by more than thirty (30) days from the date of the invoice for such activities or services.
- c. Lessee is conducting a Commercial Aviation Activity at or from the hangar or the Airport without a Commercial Operating lease.
- d. Lessee shall default in the performance or observances of the agreements, conditions or covenants required to be performed or observed by the Lessee under the terms of this Lease or shall violate any of the Airport Rules and Regulations and/or Minimum Standards.
- e. In the event a default as defined in this Lease, Lessee shall pay to the Authority all reasonable attorney's fees and costs incurred by the Authority in the enforcement of this Lease.

5. Indemnification. The Authority shall in no event be liable for physical injuries, including death, to persons or damage to property, including property of Lessee occurring on the Airport or arising out of Lessee's use or occupancy thereof or operation conducted thereon not arising from the negligent or willful acts or omissions of the Authority. Lessee agrees to assume the defense of, and indemnify and hold the Authority, its officers, agents, employees and commissioners harmless from and against any and all loss, damage, liability, claims, demands, costs and expenses, including, but not limited to, attorney's fees, upon any and all claims based upon such injuries to persons or damage to

property thereon caused by Lessee or Lessee's agents, employees, or invitees and not arising from the negligent or willful acts or omissions of the Authority. This indemnification shall survive termination or expiration of this Lease.

6. Insurance. Lessee shall procure and maintain at its cost, at all times during the term of this Lease, insurance covering its liability to the Authority, its officers agents, employees and commissioners with limits of a liability not less than \$1,000,000.00 combined single limit, including bodily injury of \$100,000.00 for all damages arising out of bodily injuries to, or death of, each person and property damage. Lessee shall be responsible to the Authority to review Lessee's coverage annually and to increase the minimum liability insurance set forth herein to a reasonable threshold, when, in the Authority's opinion, the risks attendant to the Lessee's operations have increased. The Authority shall not be liable for any deficiency in the Lessee's coverage. Lessee shall deliver to the Authority, contemporaneous with the execution of this Lease, a certificate of insurance for the insurance coverage described above and naming the Authority as additional insured. Each such certificate shall contain an endorsement that it cannot be cancelled unless the Authority is given at least 30 days' prior written notice. Lessee shall obtain renewals of such policies at least 30 days prior to the expiration thereof and promptly deliver to the Authority a certificate of insurance confirming that the proper coverage is in effect.

7. Compliance with Rules and Regulations. The Authority has enacted by municipal ordinance Airport Rules and Regulations and Minimum Standards governing the management and administration of the Airport. The Airport Rules and Regulations and Minimum Standards contain provisions governing this Lease and are made a part hereof by this reference. By signing this Lease, the Lessee acknowledges receipt of a copy of the Airport Rules and Regulations and Minimum Standards and agrees to be bound thereby.

8. Requirements of Law. Lessee, at its sole cost and expense, shall comply with all laws, orders and regulations of federal, state, county, municipal, town and other public authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose a duty upon the Lessee with respect to its operations on the Airport. Lessee shall not do or lease or suffer to be done any act or thing upon the Airport which will invalidate or be in conflict with any fire insurance policies covering the Airport and fixtures and property therein, and shall not do or lease or suffer to be done any act or thing upon the Airport which will or might subject the Authority to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Airport or for any other reason. The Lessee, at its sole expense, shall comply with all rules, orders, regulations or requirements of the Illinois Board of Fire Underwriters, or any other similar body and shall not do, lease or suffer to be done anything in or upon the Airport, or bring or keep anything therein, except as now or thereafter permitted by the fire marshal, the Authority, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate of fire insurance applicable to the Airport, or use the Airport in a manner which shall increase the rate of fire insurance on the Airport then in effect prior to the date of this Lease.

9. Security Deposit. Lessee shall deposit with the _____ the sum of one (1) month's rent, the "Deposit", as security for the faithful performance and observance by Lessee of the terms, provisions, covenants and conditions of this Lease. If an Event of Default, as described in Section 4 hereof, occurs, the Authority may use, apply or retain the whole or any part of the Deposit to the extent required for payment of any fees or any other sum as to which Lessee is in default or for any sum which the Authority may expend or may be required to expend by reason of Lessee's default in respect of any of the terms and conditions of this Lease. In the event that Lessee shall fully and faithfully comply with all of the terms and conditions of this Lease, the Deposit shall be returned, without payment of interest, to the Lessee after the termination of the lease and after Lessee's departure from the hangar. Forfeiture of the Deposit shall not be considered liquidated damages and shall be in addition to any remedies available to the Authority at law or in equity.

10. Termination and the Authority's Right of Reentry. Upon occurrence of an Event of Default, the Authority may terminate this Lease upon notice to Lessee, sent via overnight delivery service, chosen by the Authority, without Lessee's signature of receipt required. The Authority may then retake possession of the Hangar space pursuant to the Illinois Forcible Entry and Detainer Act, 735 ILCS 5/8-2701, *et seq.* and the Authority shall have all other rights available to a Landlord under said Act.

11. Tenant's Property. All property of Lessee removed from the Premises by the Authority pursuant to any provisions of this Lease or by law may be handled, removed or stored by the Authority at the cost and expense of Lessee. Lessee shall pay the Authority for all expenses incurred by the Authority in such removal and for storage charges for such property so long as the same shall be in the Authority's possession or under the Authority's control. All such property not removed from the Premises or retaken from storage by Lessee within thirty (30) days after the end of the Term, however terminated, or the termination of Lessee's right of possession, shall, at the Authority's option, be conclusively deemed to have been conveyed by Lessee to the Authority as by bill of sale, without further payment or credit by the Authority to Lessee, and, further, Lessee waives any rights it may have under the Illinois Uniform Disposition of Unclaimed Property Act, 765 ILCS 1025/1 *et seq.* with regard to said property. In the event of an eviction of Lessee from the premises and the Authority is required to remove Lessee's property therefrom, Lessee waives any and all claims against the Authority, its officers, agents, employees and commissioners for any and all damage to Lessee's aircraft or other property on the premises as a result of such removal and the Authority shall not be responsible for the value, preservation or safekeeping thereof. This waiver by Lessee shall survive the termination or expiration of this Lease.

12. Integration. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Lease and the Airport Rules and Regulations and/or Minimum Standards.

13. Non-Waiver. Any failure on the Authority's part to strictly enforce the terms of this Lease shall not be deemed a waiver of the Authority's right to demand strict performance of the terms of this Lease in the future.

14. Severability. The provisions of this Lease are severable and if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of the lease shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.

15. Notices. All Notices, except Notice in paragraph 10 above, required or permitted to be given by either party to the other shall be delivered personally or sent by United States Certified Mail, return receipt requested, postage prepaid and shall be addressed to Lessee or the Authority as provided above.

Notices mailed as aforesaid shall be deemed to have been given for all purposes hereunder five (5) calendar days following the date on which the same have been deposited in the mail.

16. Access Card / Transmitter / Keys. As part of this Lease and after payment of a deposit, Lessee will receive an Access Card / Transmitter and/or Keys allowing Lessee access to the Authority grounds. At the end of the term of this Lease or other termination hereof, Lessee shall have 14 days within which to return the Access Card / Transmitter and/or Keys to the Authority. Should the Access Card / Transmitter and/or Keys not be returned within said time, Lessee's deposit paid for same shall be forfeited to the Authority.

17. Applicable Law. This Lease shall be governed and construed in accordance with the laws of the State of Illinois.

18. Assignment or Subletting. Lessee may not assign or sublet this Lease to any party.

19. Jurisdiction and Venue. Any civil action by either party pertaining to this Lease or the agreements or provisions herein shall be commenced in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties hereto have signed this Lease on the day and in the year first above written.

LESSOR:

LESSEE:

DuPAGE AIRPORT AUTHORITY

By: _____ By: _____

Signature

Print Name

FOR OFFICE USE ONLY:

HTD

ACCTG

PFW

INS

FULL COMPLY

Specialized Aviation Service Organization Operator Agreement

THIS AGREEMENT is entered into as of _____, 20__ , by and between the DUPAGE AIRPORT AUTHORITY, an Illinois Special District (“Authority”), and _____, an _____ corporation (“Operator”).

1. Term of Agreement: This Agreement shall be effective as of _____, and shall automatically terminate on _____, unless this Agreement is terminated prior to that time under the provisions of this Agreement.
2. Location of Operations: During the term of this Agreement, the Operator shall maintain office and operations space at _____, or such other locations as determined by the Operator located at the DuPage Airport, DuPage County, Illinois (hereinafter the “Airport”), for the purpose of conducting the operations authorized herein, PROVIDED that during the term of this Agreement the Operator adheres to the Authority’s Minimum Standards, as adopted by the Authority’s Board of Commissioners and as may be amended from time to time (“Minimum Standards”), with regard to the location of its authorized activities.
3. Permitted Activities:
 - (a) While this Agreement is in effect and the Operator is not in default, the Operator shall have permission of the Authority to conduct the following activities: _____.
 - (b) Notwithstanding any other provision of this Agreement, the Operator further understands and agrees that the Operator is not permitted to engage in gasoline, fuel and oil sales.
 - (c) The Operator may conduct its permitted activities through the use of an operating corporation under the following conditions:

- (i) Operator must identify the operating corporation;
- (ii) Operator must obtain the written consent of the Authority to use of said

operating corporation, which consent shall not be unreasonably withheld;

- (iii) The operating corporation must undertake in writing to guarantee performance of all obligations of the Operator under this Agreement; and
- (iv) Operator and the operating corporation shall be jointly and severally liable for all obligations of the Operator under this Agreement.

In the event of the use of an operating corporation for the permitted operations under this Agreement, the term "Operator" as used in this agreement shall include such operating corporation for all purposes of this Agreement.

- (d) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical and related services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Authority reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical or related nature.
 - (e) It is further understood and agreed by the Operator that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any service on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform, after conforming to all applicable governmental codes and regulations.
4. Services Provided by Authority: The Authority reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Operator with regard to the public landing areas of the airport and the maintenance thereof.
5. Public Portions of Airport: The Operator shall have use and have access to all public portions of the Airport for taxi, landing and takeoff of aircraft and shall have use of roads and public automobile parking lots in the same manner and to the same extent as any

member of the public., The Operator shall not conduct any operations, other than those stated in this Paragraph 5, on public portions of the airport, including but not limited to the service, storage, demonstration, or sale of any product or service on public portions of the Airport, unless written authorization is granted for such use. The Authority reserves the right to further develop or improve the landing area of the airport as it deems necessary, regardless of the desires or view of the Operator, and without interference or hindrance therefrom. The Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction together with the right to prevent the Operator from erecting or permitting to be erected any building or other structure on or adjacent to the airport which, in the opinion of the Authority, would limit the usefulness of the airport or constitute a hazard to aircraft.

6. Fees: The Operator shall pay to the Authority for the right to conduct all permitted operations per the attached Exhibit A attached hereto and made a part hereof and as may be amended by the Authority from time to time. Individual operator fees are paid as follows:

(a) The annual fee for conducting Aircraft Charter Operations shall be paid in advance and the annual fee per aircraft shall be divided into a monthly fee paid each month in advance. (b) The minimum annual fee for conducting Aircraft Maintenance Operator or Avionics / Instrument Repair Maintenance Operator shall be divided into a monthly fee paid in advance and an additional fee paid within sixty (60) days of each quarter of each calendar year of this Agreement.

(i) Minimum Monthly Base Fee: The minimum monthly base fee shall be a sum equal to one-twelfth (1/12) of the total annual fee.

(ii) Additional Fee: Within sixty (60) days after the end of each quarter of each calendar year of this Agreement, an additional sum shall be paid to the Authority by the Operator which is equal to the reported billable hours for Aircraft Maintenance Operator and Avionics and Instrument Repair Maintenance Operator times the then current fee per hour, minus the minimum monthly base fees actually paid during that quarter.

(c) The annual fee, per instructor, for conducting Flight Training Operations shall be paid in advance.

(d) The annual fee for conducting Aircraft Rental Operations shall be paid on the first day of each month as shown on Exhibit A attached hereto. Said charges shall be paid by the Operator on the day first written above, and said payment shall represent the charge for the first month of the agreement (the "Initial Payment"). The Authority shall bill Operator, monthly, the same amount as the Initial Payment until such time as Operator communicates to the Authority, in writing, that Operator has realized a change in the aircraft which the charge is being assessed on. During the term of this Agreement, the charge shall be strictly on a month-to-month basis, and at no time shall Operator be reimbursed for a portion of a month due to a change in aircraft. In order for Operator to effectuate a change in the amount of the Initial Payment, Operator must communicate to the Authority, in writing, the change in the aircraft first registered with the Authority. Such written notice must be received by the Authority no later than the first day of any given month during the term of this Agreement, and the invoicing shall be adjusted accordingly on a month-to-month basis.

(e) If this Agreement is for a period in excess of five (5) years, then effective the 5th, 10th and 15th anniversaries of this Agreement, the Authority may change the amount and/or method of computing the fees stated herein; PROVIDED that the Operator shall only be required to pay any such new fees as are required of other SASO operators conducting the same class of permitted activities as the Operator.

It is expressly understood and agreed to by the Operator that the annual fee, or any other fee as provided herein, is not a tax separately payable by any customer of the Operator, and that the Operator is prohibited from designating or itemizing said fees on any invoice or receipt for any customer.

7. Quarterly Report of Billable Hours (if applicable): Within sixty (60) days after the end of each quarter of each calendar year of the term of this Agreement, the Operator shall furnish to the Authority a written statement, which shall state the following information:

(a) Total billable hours of maintenance invoiced by the Operator in connection with operations based at the Airport.

Said statement shall accompany the payment of the Additional Fee as described in Paragraph 6.

8. Records: At all times, the Operator shall keep accurate books, accounts, records and receipts, showing the true status of all business conducted on the premises, and shall

preserve the same until ninety (90) days after the end of the term of this Agreement. The Operator shall produce said books and records at the Airport for audit by the Authority within thirty (30) days after written notice by the Authority to produce such records; PROVIDED, however, that the Authority may not request an audit more frequently than once per calendar year. If the audit discloses a difference of more than five percent (5%) between billable hours as reported by the Operator and as disclosed by an audit, the cost of the audit shall be charged to and payable by the Operator, and the Authority shall also have the option of terminating this Agreement, unless the Authority reasonably determines that the audit difference was based upon an inadvertent error made in good faith by the Operator.

9. Delinquent Payments: Any payments required by this Agreement shall be considered delinquent thirty (30) days after the date they are due and payable. A service charge of 1-1/2 % per month from the date due and payable until paid shall be charged the Operator for such delinquencies. Any payments, which are delinquent for more than thirty (30) days, shall constitute a default.
10. Indemnity: Operator shall keep and hold harmless the Authority and its Commissioners, officers, employees, agents and representatives, from and against any and all claims, demands, suits, judgments, costs and expenses asserted or claimed by any person or persons, including employees or agents of the Authority or the Operator, by reason of death or bodily injury to any person or persons, or loss or damage to any property, resulting in whole or in part from the operations of the Operator.
11. Insurance: The Operator shall obtain and maintain continuously in effect at all times during this Agreement, at the Operator's sole expense, insurance issued by an insurance company licensed to do business in the State of Illinois of such a type and in such amounts as provided in the Authority's Minimum Standards for all activities conducted by the Operator per the attached Exhibit B attached hereto and made a part hereof as may be amended in the Minimum Standards from time to time; PROVIDED, however, that notwithstanding anything to the contrary in the Minimum Standards, the Operator shall not be obligated to obtain and maintain such insurance in an amount unreasonably in excess of such amounts at other General Aviation Reliever airports in the State of Illinois. Subject to the immediately preceding sentence, the Authority reserves the right to change the required insurance coverage at any time by letter and the Operator shall comply

within thirty (30) days from the date of Notice. Such insurance shall name the Authority and its Commissioners, officers, employees, agents and representatives as co-insureds thereunder. The Operator shall at all times maintain and file in the Authority office copies of such insurance policies or insurance certificates evidencing the existence of the required insurance coverage and evidence of payment of the premium for the current period. Each such policy or certificate shall include a provision requiring written notice to the Authority not less than thirty (30) days prior to amendments or termination of the required coverage. Failure of the Operator to comply with the provisions of this paragraph shall be a default by the Operator and sufficient grounds to terminate this Agreement under subparagraph 23a of this Agreement.

12. Fees, Licenses and Taxes: The Operator shall pay all fees, licenses, or taxes upon personal property used in the operation of its businesses.
13. Service Standards: The Operator agrees:
 - (a) To furnish good, prompt and efficient services adequate to meet all reasonable demands for goods and services of the kinds they render at the Airport;
 - (b) To furnish goods and services on a fair, equal and non-discriminatory basis to all users thereof;
 - (c) To charge fair, reasonable and non-discriminatory charges for all goods and services by the Operator hereunder, provided that the Operator may be allowed to make reasonable and non-discriminatory discount, rebate or similar types of price reductions to volume purchasers;
 - (d) That it will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation and Title VI of the Civil Rights Act of 1964. The Authority reserves the right to take such action as the United States Government may direct to enforce this covenant;
 - (e) To the extent that any of its provisions are applicable to Operator or to its operations, it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person

shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that it will require that its covered suborganizations provide assurances to them that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect;

- (f) That it will comply with the Americans with Disabilities Act, to the extent that any provisions of said Act are applicable to Operator or to its operations;
 - (g) That the facilities to be provided by Operator for the purpose of providing goods and services at and from the Airport shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for such goods and services; and
 - (h) That personnel performing services and selling services hereunder shall be neat, clean and courteous, and Operator shall not permit its agents, servants or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner.
14. Non-Exclusive Use: This Agreement shall in no way convey the exclusive use of any part of the Airport except that leased or provided by Operator and shall not be construed as providing any special privilege for any public portion of the Airport. The Authority reserves the right to lease to other parties any other portion of the Airport for any purpose deemed suitable for the Airport by the Authority.
15. Assignment: The Operator is hereby prohibited from assigning any rights provided in this Agreement without the written consent of the Authority, which consent shall not be unreasonably withheld. Any such unauthorized assignment shall be void and shall be cause for immediate termination of this Agreement.
16. Transfer of Stock or Ownership of Operator: During the term of this Agreement, transfer of a controlling ownership interest in the Operator shall not be made without the written consent of the Authority, which consent shall not be unreasonably withheld. Any such unauthorized transfer shall be void and shall be cause for immediate termination of this Agreement. Notwithstanding the prohibitions contained within paragraphs 15 and 16 above, the Operator is not prohibited from entering into a written assignment or transfer agreement with respect to a controlling interest in the Operator, provided the same is

made subject to the written consent of the Authority; such consent shall not unreasonably be withheld. Within sixty (60) days subsequent to the Authority's receipt of written notice of the existence of any such proposed assignment or transfer, the Authority shall provide its consent or denial in writing and any denial shall specifically state all reasons for any refusal to consent.

17. Working Capital Requirements: In addition to aircraft, equipment, parts and facilities, the Operator shall maintain adequate working capital as determined by the Authority.
18. Agreements of the Authority with the United States: The terms and conditions hereof shall not be construed to prevent the Authority from making commitments it desires to the United States Government, or to the State of Illinois, to qualify for the expenditure of Federal or State funds upon the Airport. This Agreement shall also be subordinate to the provisions of any existing or future agreement between the Authority, or its predecessors or successors, and the United States or the State of Illinois, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the airport. This Agreement is subject to all articles and conditions of the War Assets Administration Grant of the facilities of the Authority and the Deed issued under said Grant to the County of DuPage, which said Deed is recorded in the Recorder's Office of DuPage County as document 537769. During the time of war or national emergency, the Authority shall have the right to lease the airport or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended and Operator shall not be entitled to any compensation from the Authority whatsoever for such suspension.
19. Rules, Regulations, Standards and Applicable Codes: The Operator agrees to comply with and be subject to each of the following:
 - (a) The Airport Rules and Regulations adopted by the Authority which are now in effect and which may be adopted from time to time regarding the management, use and operation of the Airport.
 - (b) The Authority's Minimum Standards for land, buildings, facilities, parking, hours of operation, personnel and aircraft ownership and availability which are now in

effect and which may be adopted from time to time for the types of operations conducted by the Operator.

- (c) All ordinances, rules, regulations and executive and administrative orders and directives, promulgated by the Authority, or by any authorized Federal, State or local government agency or official which relate to abatement, control or regulation of noise emissions by aircraft using the Airport as such apply to aircraft owned by, operated by, under the control of and/or doing business with the Operator.
- (d) In addition to compliance with all applicable building, zoning and hazard codes, all improvements to be constructed on any leased premises must be approved by the Authority as to architectural suitability and location and height with respect to other airport facilities. No improvement will be permitted that in any way interferes with or derogates airport facilities or operations.
- (e) Facilities for the storage and disposal of toxic materials and contaminants must comply with all applicable governmental rules, regulations, standards and requirements. Operator will obtain all necessary permits for storage and disposal and will provide the Authority with copies of such permits and evidence of compliance with the terms and conditions thereof. Improper storage or disposal of toxic materials or contaminants shall be grounds for termination of this Agreement. Operator shall be responsible for the costs of correcting any contamination or damage to the leased and/or adjacent areas caused by it or its agents improper storage, disposal or use of any such materials, and such responsibility by the Operator shall survive the termination of this Agreement.

20. Notices: Whenever any notice or payment is required by this Agreement to be made, given, or transmitted to the parties hereto, such notice or payment shall be deemed delivered if given in person or by registered or certified mail as follows:

Authority: Executive Director
 DuPage Airport Authority
 2700 International Drive
 Suite 200
 West Chicago, Illinois 60185

Operator: _____

21. Waiver of Terms: The waiver by the Authority to the Operator of any breach of terms, covenants or conditions herein contained shall not be deemed waiver of a subsequent breach.
22. Severability and Construction: It is the intention of all parties to this Agreement that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof. This Agreement shall be construed in accordance with the laws of the State of Illinois. This Agreement constitutes the entire agreement between the parties, and it may not be altered, amended, or modified except by written agreement of all of the parties hereto.
23. Termination:
- (a) The Authority may immediately terminate this Agreement by a written notice of termination to the Operator in the following circumstances:
 - (i) If the Operator assigns or purports to assign any rights granted under this Agreement without first obtaining written consent of the Authority, in violation of paragraph 15 above.
 - (ii) In a controlling interest in the Operator is transferred without written consent of the Authority, in violation of paragraph 16 above.
 - (iii) If the Authority has the option of terminating this Agreement under the provisions of paragraph 8 above.
 - (iv) If the Operator defaults under any lease agreement with the Authority, and the Operator fails to cure such default under any applicable grace or cure period.
 - (v) If the Operator fails to comply with paragraph 11 above.
 - (b) The Authority may terminate this Agreement with respect to the Operator if the Operator fails to comply with any of the terms of this Agreement. Except as provided in paragraph 23a above, the Authority shall first notify the Operator in writing of the failure to comply. If the Operator does not correct the failure and

fully comply within sixty (60) days after delivery of said notice, the Authority shall provide a second notice to the Operator in writing of the failure to comply. If the Operator does not correct the failure and fully comply within thirty (30) days after delivery of said second notice, the Authority may terminate this Agreement by written notice of termination. Upon delivery of said termination notice, all rights of Operator shall be canceled.

- (c) The Operator may terminate this Agreement by written notice to the Authority no later than thirty (30) days prior to the proposed termination date. In the event of such termination, the Operator shall pay all fees due as of said termination date within thirty (30) days thereafter.

24. Additional Remedies of the Authority: In addition to the provisions of paragraph 23 above, in the event of any failure of the Operator to comply with the terms, conditions and covenants of this Agreement, the Authority may seek further relief and additional remedies, to the fullest extent permitted by law, in any court of competent jurisdiction, including but not limited to monetary damages and injunctive relief. In the event that the court determines that the Operator's failure to comply with the terms, conditions and covenants of this Agreement was unreasonable, the Authority shall also be entitled to recover its attorney's fees and costs.

DUPAGE AIRPORT AUTHORITY

By _____
Executive Director

Attest _____

OPERATOR

By _____

Its _____

Attest _____

Minimum Standards Fees

Specialized Aviation Service Organization (SASO) Fees

Aircraft Maintenance / Avionics or Instrument Repair Operator:

\$1.25 per billed labor hour with a minimum annual fee of \$12,000.00

Aircraft Charter Operator:

- a. Flat Fee of \$5,000.00 per year per operator plus,
- b. Fee per based aircraft.

<u>Type</u>	<u>Maximum Take-Off Weight (lbs.)</u>	<u>Annual Fee</u>
Single Engine Piston	N/A	\$ 250
Twin Engine Piston	N/A	\$ 500
Light Turbo-Prop	Under 12,000	\$1,000
Medium Turbo-Prop	12,000 - 19,999	\$1,500
Heavy Turbo-Prop	20,000 or more	\$2,000
Light Jet	Under 20,000	\$1,000
Medium Jet	20,000 - 34,999	\$1,500
Heavy Jet	35,000 or more	\$2,000

Flight Training Operator:

Annual fee of \$50.00 per flight instructor.

Aircraft Rental Operator:

\$240.00 per aircraft per year for all aircraft with 200 horsepower or less.
Monthly payments for this category shall be \$20.00 per month.

\$360.00 per aircraft per year for all aircraft with 201 to 360 horsepower.
Monthly payments for this category shall be \$30.00 per month.

\$480.00 per aircraft per year for all aircraft with 361 to 460 horsepower.
Monthly payments for this category shall be \$40.00 per month.

\$600.00 per aircraft per year for all aircraft with 461 to 561 horsepower.
Monthly payments for this category shall be \$50.00 per month.

\$720.00 per aircraft per year for all aircraft over 561 horsepower.
Monthly payments for this category shall be \$60.00 per month.

Retail Sales of Pilot Supplies

Annual fee of \$1000

Permittee Fees

Temporary Non-Based Commercial Aeronautical Permittee:

\$2,000 minimum annual fee (based upon 60 calendar days). All days in excess of 60 days will require a fee of \$33 for each additional day.

Non-Commercial Self Service Fueling Permittee:

Fuel Flowage Fees: \$.41 per gallon of fuel delivered into an aircraft authorized for non-commercial self-service fueling.

Fuel Truck Permit Fees: An annual permit fee of \$.20 per pound as determined by the Gross Vehicle Weight Rating (GVWR) defined by 625 ILCS 5/1-124.5.

Minimum Insurance Requirements

INSURANCE COVERAGE REQUIRED:	APPLICABLE TO:	
Airport Premises Liability		
\$1,000,000 (Combined Single Limit)	- All Operators	
Workers Compensation (Required Regardless of Independent Contractor Status)		
Statutory Limits as Required by the State of Illinois	- All Operators	
Employer's Liability		
\$500,000 Per Accident	- All Operators	
\$500,000 Per Employee		
\$500,000 Policy Limit		
Medical Payments Coverage (Premise, Aircraft and Auto)		
\$1,000 Per Person	- All Operators	
Automobile Liability: Owned / Non-Owned and Hired Vehicles – Landside and Non Movement Areas		
\$1,000,000 (Combined Single Limit / Each Occurrence)	- All Operators	
Fire Legal Liability		
\$100,000 (Any one fire)	- All Operators	
Additional Insured / Waiver of Subrogation / Certificate(s) of Insurance		
<p>All Operators General liability and aviation liability insurance shall name DuPage Airport Authority as an additional insured on a primary and non-contributory basis. Automobile liability insurance shall name DuPage Airport Authority as an additional insured. The DuPage Airport Authority shall be granted waiver of subrogation provisions for aircraft hull physical damage, property insurance and workers' compensation coverages. The operator shall provide the DuPage Airport Authority with a certificate of insurance evidencing insurance limits, including 30 days written notice of non-renewal, reduction in coverage or cancellation to the DuPage Airport Authority.</p> <p>Self Fueling Permittee In addition to the above coverages, Self Fueling Permittee shall grant the DuPage Airport Authority waiver of subrogation provisions for automobile liability insurance.</p>	- All Operators - Self Fueling Permittee	
Aircraft Liability Including Passengers		
Piston	\$1,000,000 Combined Single Limit, \$100,000 Passenger Bodily Injury, Per Occurrence	- Flight Training SASO - Aircraft Rental SASO - Aircraft Charter SASO - Air Ambulance SASO - Specialized Commercial SASO - Flying Clubs
Turboprop	\$3,000,000 Combined Single Limit / Per Occurrence	
Turbojet	\$5,000,000 Combined Single Limit / Per Occurrence	
Hangar Keepers Liability (Based on Largest Aircraft)		
Piston	\$500,000 Per Aircraft / \$1,000,000 Per Occurrence	- Aircraft Maintenance SASO - Avionics or Instrument Maintenance SASO
Turboprop	\$1,000,000 Per Aircraft / \$3,000,000 Per Occurrence	
Turbojet	\$3,000,000 Per Aircraft / \$5,000,000 Per Occurrence	
Product Liability and Completed Operations		
Piston	\$1,000,000 Per Occurrence / Aggregate	- Aircraft Maintenance SASO - Avionics or Instrument Maintenance SASO - Aircraft Charter SASO
Turboprop	\$3,000,000 Per Occurrence / Aggregate	
Turbojet	\$5,000,000 Per Occurrence / Aggregate	
Medical Malpractice		
\$1,000,000 Per Occurrence / Aggregate	- Air Ambulance SASO	
Environmental Liability		
\$1,000,000 Per Occurrence	- Aerial Application SASO	
\$2,000,000 Aggregate	- Self Fueling Permittee	
Automobile Liability: Owned / Non-Owned and Hired Vehicles – Movement Areas		
\$5,000,000 (Combined Single Limit / Each Occurrence)	- Movement Area Vehicle Operators	

DuPAGE AIRPORT AUTHORITY

APPLICATION FOR NON-COMMERCIAL SELF-SERVICE FUELING PERMIT

CONTENTS:

Application Instructions

Application for Fueling Permit Form

DuPAGE AIRPORT AUTHORITY

APPLICATION FOR NON-COMMERCIAL SELF-SERVICE FUELING PERMIT

APPLICATION INSTRUCTIONS

(refer to the Authority's Minimum Standards for detailed documentation and insurance requirements)

To apply for a Non-Commercial Self-Service Fueling Permit ("Fueling Permit"), complete and/or submit the following required documentation to the Executive Director:

- General Application for Fueling Permit form.
- A description of fueling equipment and method of dispensing fuel.
- Proof of Insurance.
- A list of the Applicant's bona fide employees.
- Copies of current and valid license(s) by the State of Illinois to transport fuel for named bona fide employees.
- Proof of ownership documentation for fuel dispensing equipment.
- Copies of owner's Federal Aviation Administration Aircraft Registration Certificates or exclusive aircraft lease agreements.
- Spill Prevention, Control and Countermeasures Plan.
- Proof of storage for fuel and refueling vehicle off of Airport property.

Submittal address:

DuPAGE AIRPORT AUTHORITY
Attn: Executive Director
2700 International Dr., Suite 200
West Chicago, IL 60185-1658

Processing Time:

Approximately 30 days after submittal.

Application Approval:

Upon approval of the Application, a Fueling Permit will be mailed to the address indicated on the Application. Please review all information contained within the Permit. Please sign, notarize where indicated, and return the Permit to the Executive Director for execution. The Permit is not effective until it is signed by the Executive Director.

Application Denial:

The Authority reserves the right to deny any Application in accordance with the Authority's Minimum Standards and Rule and Regulations.

**DuPAGE AIRPORT AUTHORITY
APPLICATION FOR FUELING PERMIT**

Permittee

Permittee Name: _____

Mailing Address: _____ State: _____ Zip: _____
(No Post Office Box or Personal Mail Box Addresses)

Telephone Number: _____ / _____ Cell Phone: _____ / _____ Fax: _____ / _____

E-Mail Address: _____

Authorized/Designated Signatory: _____ Signature: _____

Aircraft

Aircraft Owner/Lessee Name: _____

Aircraft Make and Model: _____ N-Number _____

Additional Aircraft:

Aircraft Owner/Lessee Name: _____

Aircraft Make and Model: _____ N-Number _____

Submittals

For aircraft owned by a Corporation, Limited Liability Company (LLC), Limited Partnership (LP) or General Partnership, the following must be provided:

_____ Corporation - Articles of Incorporation and showing of Ownership interests.

_____ Limited Liability Company - Articles of Organization and written Operating Agreement.

_____ Limited Partnership - Copy of Certificate of Limited Partnership and written Partnership Agreement.

_____ General Partnership - Copy of written Partnership Agreement.

Aircraft Fueller/Fueling Vehicle

Owner's Name: _____ (Must be the same as aircraft owner/lessee)

Vehicle Description: _____

Vehicle I.D. No.: _____ Fuel Type: 100LL Jet A

Office Use Only

Entered by: _____ Date: _____

DuPAGE AIRPORT AUTHORITY

FUELING PERMIT

ONLY THOSE PERSONS, VEHICLES, AND AIRCRAFT CONTAINED WITHIN THIS PERMIT ARE AUTHORIZED TO ENGAGE IN FUELING OPERATIONS UNDER THIS PERMIT.

PERMIT EFFECTIVE DATE: (MM/DD/YYYY)	PERMIT EXPIRATION DATE: (MM/DD/YYYY)
---	--

PERMITTEE (1) INFORMATION:

PERMITTEE NAME:	COMPANY NAME (IN APPLICABLE):	
MAILING ADDRESS: (No P.O. Box or PMB)	CITY:	STATE & ZIP CODE:
TELEPHONE NUMBER:	FAX NUMBER:	EMAIL ADDRESS:

PERMITTEE (2) INFORMATION:

PERMITTEE NAME:	COMPANY NAME (IN APPLICABLE):	
MAILING ADDRESS: (No P.O. Box or PMB)	CITY:	STATE & ZIP CODE:
TELEPHONE NUMBER:	FAX NUMBER:	EMAIL ADDRESS:

PERMITTEE AIRCRAFT INFORMATION:

TAIL NUMBER:	MODEL	SERIAL NUMBER:	REGISTERED OWNER:	AIRPORT OR BASE LOCATION:

PERMITTEE FUEL DISPENSARY VEHICLE DESCRIPTION:

VEHICLE IDENTIFICATION NO. (VIN):	LICENSE PLATE NO. AND STATE:
REGISTERED OWNER OF VEHICLE:	VEHICLE DESCRIPTION: (COLOR, MAKE, MODEL, YEAR)

FUEL TYPE:	100LL	Jet A
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AUTHORIZED FUELER(S) / DRIVER(S):		
NAME & RELATIONSHIP TO PERMITTEE: (FIRST NAME, LAST NAME)	DRIVER'S LICENSE NO. (NUMBER AND STATE OF ISSUE):	DuPAGE AIRPORT AUTHORITY FUEL HANDLER PERMIT NO.: (NUMBER, ISSUE AND EXPIRATION DATE, (MM/DD/YYYY))
BONA FIDE EMPLOYEE: YES NO		
BONA FIDE EMPLOYEE: YES NO		
BONA FIDE EMPLOYEE: YES NO		
BONA FIDE EMPLOYEE: YES NO		

1. AUTHORIZATION.

Under authority conferred in accordance with the DuPage Airport Authority's (the "Authority") Rules and Regulations and Minimum Standards, Permittee is authorized to engage, at own expense, in self-service fueling operations as outlined in this Permit. Only those persons, vehicles, and aircraft contained within this Permit are authorized to engage in fueling operations under this Permit. The Permittee verifies that all information originally provided in the Application for Fueling Permit is correct and agrees to notify the Executive Director in writing within ten (10) business days of any change in that information.

2. TERM:

The Term of this Permit shall commence on the effective date and shall be month-to-month for twelve (12) months subject to annual re-application and renewal.

3. FUEL DISPENSING ACTIVITY:

An owner of one or more aircraft who desires to conduct self-service fueling activities must apply for and must receive a Fueling Permit from the Executive Director prior to the performance of any self-service fueling activities. Self-service fueling shall be allowed only after the Permittee has complied with all applicable laws and the Authority's Ordinances, including its Minimum Standards and Rules and Regulations.

Permittee's fuel dispensing activities hereby authorized shall consist of and be limited to, self-served fueling by the Permittee or the Permittee's bona fide employee of aircraft with fueling equipment which the Permittee owns or exclusively leases for its own use of one (1) year or more. Self-Service Fueling Co-Ops are prohibited. Permittee or its bona fide employee must transport and dispense the Permittee's own products. Fueling is permitted into approved aircraft only. Fueling of non-aviation vehicles is prohibited on Airport property. Permittee shall have sole responsibility for maintaining fuel quality standards in all phases of fuel dispensing operations. Storage of fuel dispensing equipment is prohibited on Airport property, and fuel trucks used for self-service fueling may not be parked overnight on the Airport property. Self-service fueling equipment shall operate only on the established roadways and routes on the Airport as designated by the Executive Director from time to time. Commercial dispensing of fuel products under a Fueling Permit is prohibited.

Current fuel dispensing activity guidelines and detailed rules and regulations are described in detail in the Authority's Rules and Regulations and Minimum Standards.

4. **RULES, REGULATION, AND COMPLIANCE.**

Permittee shall observe and comply with all laws, ordinances, rules, regulations, orders and standards of the United States Government, the State of Illinois, the County of DuPage, the City of West Chicago, the Authority and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Airport now in effect or hereafter promulgated. Permittee's fuel operators shall comply with all applicable National Fire Prevention Association Standards for aircraft fuel servicing, Federal Aviation Administration Advisory Circulars, and City of West Chicago Fire Prevention codes. Permittee agrees to abide by and conform with the Authority's Rules and Regulations and Minimum Standards as may be amended from time to time.

Permittee acknowledges that the Authority's Ordinances, Rules and Regulations and Minimum Standards represent the minimum standard of care and behavior required to retain this Permit. Any violation may subject Permittee to penalties up to and including termination of this Permit.

5. **INDEMNITY AND INSURANCE.**

Indemnification. Permittee shall indemnify, defend, save and hold harmless the Authority and its commissioners, officers, officials, directors, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Permittee's activities on or uses of the Airport property. It is the specific intention of the parties that the Authority shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Authority, be indemnified by Permittee from and against any and all Claims. It is agreed that Permittee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use of Airport property, the Permittee agrees to waive all rights of subrogation against the Authority, its officers, officials, agents and employees for losses arising from the use of Airport property.

Insurance. As outlined in the Rules and Regulations and Minimum Standards, Permittee shall procure and deliver to the Executive Director, prior to self-service fueling of any aircraft, a current, original Certificate of Insurance acceptable to the Executive Director showing insurance coverage for the duration of the Permit, as specified in the insurance requirements in the Minimum Standards and Rules and Regulations.

6. **FEES AND REPORTING.**

Flowage Fee. Permittee shall pay to the flowage fee set in the Authority's Minimum Standards.

Taxes. Permittee shall pay all taxes and assessments and other impositions of any kind which may be levied or assessed in connection with Permittee's self-service fueling activities on the Airport.

7. **ASSIGNMENT.**

Permittee shall not assign its authorization under this Permit. Any attempt to assign, sell, transfer or encumber this Permit shall be void. This Permit or any interest therein, shall not be subject to assignment by operation of law. It is specifically stipulated and agreed that Permittee will not enter into any other arrangement(s) or agreement(s) with any other operator(s) or assign any of the rights herein whereby other operators share in the privileges or services authorized in this Permit or allow other operators to dispense fuel under this Permit.

8. **COMPLETE AGREEMENT.**

Permittee acknowledges that no representations, guarantees or warranties have been made as to matters not included in this Permit, by any representative of the Authority, and that this Permit (together with all referenced documents) contains the entire understanding between the Authority and Permittee with regard to the subject matter of this Permit, and no representative or employee of either the Authority or Permittee has made, or is authorized to change the terms hereof.

9. **CANCELLATION AND TERMINATION.**

The Permittee may cancel this Permit upon ten (10) calendar days' written notice. The Executive Director may terminate this Permit for any breach by Permittee of any of the provisions of this Permit (together with all referenced documents), including but not limited to non-payment of applicable fees, or any violation of applicable law, the Authority's Rules and Regulations and Minimum Standards now in effect or hereafter promulgated.

10. **IMMEDIATE TERMINATION.**

If the Permittee fails to maintain the required insurance, the Executive Director may immediately terminate this Permit.

IN WITNESS WHEREOF, the parties herein have caused this Permit to be duplicated in triplicate originals.

Permittee:

DuPAGE AIRPORT AUTHORITY

By: _____

By: _____

Its: _____

Its: Executive Director

Date: _____

SUBSCRIBED and SWORN to before me this _____
day of _____, 20____.

ATTEST:

Notary Public

Secretary

My Commission Expires: _____

DuPAGE AIRPORT AUTHORITY

A-1.

REQUEST FOR INSPECTION OR COPYING OF PUBLIC RECORDS

1. Identification of person requesting information:
 - a) Name: _____
 - b) Address: _____
 - c) Telephone: _____

2. Additional information relating to organization. If this request is on behalf of a public body or a business, civic or other organization, please state the following:
 - a) Name of Organization: _____
 - b) Address of Organization: _____
 - c) Office or title within organization of person requesting information: _____

3. Description of public records requested. Please describe the records requested with sufficient detail to allow DAA office personnel to determine whether such public record exists and to locate it within a reasonable time:

(If additional space is required, use the reverse side of this sheet).

4. Specify documents of which copies are requested:

5. Will any part of the requested records be used in any form for sale, resale or solicitation or advertisement for sales or services? _____.

Signature

For DAA Use Only

Date Received _____ Time Received _____ Date Response Due _____

Notations regarding oral communications or other items: _____

DuPAGE AIRPORT AUTHORITY

Fee Schedule for Duplication of Public Records

Cost for copies effective date: January 1, 2014

Paper copy from paper original on copy machine:

Black-and-white, Letter-size, legal-size, ledger-size: no charge for the first 50 pages; 15¢ per page thereafter.

Duplication in electronic format on electronic media shall be charged at the actual cost of the electronic media device(s).

All other copies (i.e., color copies, oversize documents, etc.) will be at the DAA's actual cost from the supplier of the copies.

All fees for copying are payable in advance.

DuPAGE AIRPORT AUTHORITY

DESCRIPTIONS REQUIRED UNDER SECTION 4 OF THE FREEDOM OF INFORMATION ACT

A. Description of DuPage Airport Authority:

The DuPage Airport Authority is an Illinois Special District located within DuPage County, Illinois. Its purpose is the ownership and operation of the DuPage Airport. Its Administrative office is located at 2700 International Drive, Suite 200, West Chicago, IL 60185. A nine-member Board of Commissioners governs the DAA. The DAA operates the DuPage Flight Center, a limited fixed base operation on the field, which provides fuel and line service. The DAA also owns, Prairie Landing Golf Club at 2325 Longest Drive, West Chicago, IL.

On January 1, 2014, the DAA had 62 full-time employees and 16 part-time employees. The total budgeted revenue is \$24,493,202 for the fiscal year ending December 31, 2014. The total budgeted expenditures for the year are \$45,622,375. This includes \$18,908,573 for general operating costs and \$26,713,802 for capital expenditures and major maintenance projects.

B. Procedure for Requesting Information and Public Records:

Any person may obtain public records for inspection or copying in accordance with the provisions of the Freedom of Information Act by submitting a written request to the DAA providing the name, address and telephone number of the applicant and describing the documents sought. DAA suggests, but shall not require, that applicants submit the request on a Request for Public Records (Form FOI 500) to the DAA's office during normal working hours. The request shall state whether any record shall be used in any form for sale, resale or solicitation or advertisement for sales or services. FOI Requests should be directed to the attention of the DAA's Freedom of Information Officer, DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, IL 60185. The requested record will be provided promptly and in accordance with DAA Ordinance 2014-271 (an Ordinance of DAA promulgating regulations under the Freedom of Information Act). Except for unusual circumstances permitted under the Act and for records requested for a commercial purpose as defined by the Act, the record will be supplied within five (5) business days of receipt of the written request. Under certain conditions permitted by law, the DAA may extend this time limit by another five (5) business days. Records requested for a commercial purpose, as defined by the Act, will be provided in the time frame provided in the Act for such records. In the event that the Request for Public Records cannot be complied with, a written denial stating the detailed factual basis for the denial of the application or any claimed exemption(s) will be mailed to the person making the request within five (5) business days after receipt of the request or after the

extension of time, if extended. This denial notice will also include information on the right to review by the Public Access Counselor and his/her address and telephone number.

C. Fee Charged for Copies of Records:

There is no charge for the first 50 pages of black-and-white, letter-, legal- or ledger-size copies of records. Unless otherwise specified, the fee for each photocopy thereafter of a black-and-white, letter-, legal- or ledger-size item is fifteen cents (15¢) per page.

Copies of documents provided in electronic format on electronic media will be provided at the DAA's actual cost of the electronic media device(s).

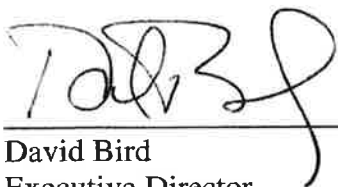
Color copies and/or oversize copies will be charged at the actual cost of reproduction.

DuPAGE AIRPORT AUTHORITY

CATEGORIES OF RECORDS AVAILABLE IN AUTHORITY OFFICE

1. Information on the individual Board of Commissioners such as name, title, current term of office, appointment papers, and standing committee membership.
2. DAA budget, appropriations, expenditures, minutes of budget hearing meetings.
3. DAA Rules & Regulations and Minimum Standards.
4. Meeting schedules for all Committee and Board meetings for a given calendar year.
5. Board approved minutes of all Board and Committee meetings.
6. Board approved resolutions and ordinances.
7. Miscellaneous reports prepared by the DAA staff, provided that said reports are not in a draft or preliminary form.
8. Board approved engineering plans and specifications.
9. Board approved contracts and agreements relating to aviation services and miscellaneous aviation related records.

DuPAGE AIRPORT AUTHORITY



David Bird
Executive Director

**DUPAGE AIRPORT AUTHORITY OFFICERS/COMMISSIONERS
AS OF JANUARY 15, 2014**

**STEPHEN L. DAVIS, CHAIRMAN
GERALD M. GORSKI, VICE-CHAIRMAN
PETER H. HUIZENGA, TREASURER
GINA R. LAMANTIA, SECRETARY
JUAN E. CHAVEZ, COMMISSIONER
CHARLES E. DONNELLY, COMMISSIONER
GREGORY J. POSCH, COMMISSIONER
VACANT
VACANT**

**PATRICK HOARD, ASSISTANT TREASURER
MARK DOLES, ASSISTANT SECRETARY**

**DUPAGE AIRPORT AUTHORITY
STATEMENT OF POLITICAL CONTRIBUTIONS**

(name of entity or individual)

(address of entity or individual)

1. List the name and office of every elected official, as that term is defined in the DuPage Airport Authority's Procurement Policy, whom a contribution, exceeding \$150.00 total, was made to in the 24 months preceding the execution of this form. For each elected official, provide, in the space provided, the date of the contribution(s), the amount of the contribution(s) and the form of the contribution(s). If additional space is needed, please attach a separate sheet of paper containing a full and complete list.

Elected Official	Office	Date	Amount	Form
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual capacity, you must include contribution(s) made by your spouse and dependant children. See pages 11-13 of the Procurement Policy of the DuPage Airport Authority for said requirements.

VERIFICATION:

"I declare that this statement of political contributions (including any accompanying lists of contributions) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my (or the entities) political contributions as required by the Procurement Policy of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."

(date)

(signature)

(title of signer, if a business)

SPECIAL EVENT PERMIT
APPLICATION

Event title: _____

Applicant or sponsor: _____

Mailing address _____

City, State, Zip _____

Organization phone # _____ Fax # _____

Contact person: _____ (H)# _____ (W)# _____

Mailing address _____

City, State, Zip _____

Other sponsors _____

Are you a non-profit organization? (Circle one) Yes/No If yes, attach proof of non-profit status.

Event date(s) _____ Alternate date(s) _____

Event time: From: _____ to: _____ Set-up times: _____

Event type (check all that apply)

- | | | | |
|-----------------------------------|---------------------------------|--|--|
| <input type="checkbox"/> Parade | <input type="checkbox"/> Race | <input type="checkbox"/> Static display | <input type="checkbox"/> Outdoor concert |
| <input type="checkbox"/> Festival | <input type="checkbox"/> March | <input type="checkbox"/> Open house | <input type="checkbox"/> Hangar Party |
| <input type="checkbox"/> Air Show | <input type="checkbox"/> Fly-in | <input type="checkbox"/> Carnival or rides | <input type="checkbox"/> Other |

Describe event: _____

Site for event: _____

Projected attendance: _____ Past attendance: _____

Number of volunteers/personnel for event: _____

Rain policy: _____

Date application made: _____

1. ADVERTISING: Programs and advertising materials are not to imply that the Airport Authority sponsors the special event, but the Airport Authority facilities and property are simply an event venue. Airport Authority resources are not available for advertising the special event.

2. ATTENDANCE AND TICKETS: Sponsor agrees that event attendance shall not exceed the code capacity of the appropriate venue. All special event sponsors are encouraged to provide tickets so that overcrowding does not occur and create a safety problem.

3. CANCELLATION POLICY:

a. Sponsor may cancel this permit, without penalty, if the special event is cancelled more than 45 days before the special event. A special event cancelled between 14 and 30 days prior to the event may forfeit fifty percent (50%) of the deposit. A special event cancelled less than 14 days prior to the event will forfeit one hundred percent (100%) of the deposit, and sponsors will be responsible for any applicable costs above the amount of the deposit.

b. If, for any reason except an act of God, this permit is cancelled by the sponsor beyond the cancellation clause contained herein, or a change of dates is required by the sponsor for any reason other than an act of God, then the sponsor agrees to reimburse the Airport Authority for the Airport Authority's *bona fide* out-of-pocket expenses immediately upon presentation of a certified statement of such expenses to the sponsor or his or her representative.

4. FOOD AND LIQUOR: Outside catering must be approved by special arrangement. Alcoholic beverages may not be served without a proper permit.

5. LIABILITY: The special event sponsor agrees for itself and/or its employees, agents, volunteers or organizers associated or to be associated with the activity for which the permit is being sought to waive and relinquish all claims that may result in any manner against the Airport Authority, its agents, public officers, officials or employees and authorized volunteers, from said sponsored event or activity, except for acts caused by the willful and wanton misconduct of employees of the Airport Authority acting within the scope of their employment.

The special event sponsor hereby agrees to indemnify and hold harmless the Airport Authority, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses or expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including, but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the Airport Authority acting within the scope of their employment. Further, the

event sponsor agrees to indemnify the Airport Authority and any of its agents, public officers, officials or employees and authorized volunteers, for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of Airport property or operation of the event as set forth in the application for a special event permit.

6. PROCEDURE FOR SPECIAL EVENTS PERMITS: This Special Event Permit Application, with a detailed site plan attached, and any other applicable documents as outlined herein or required by the Special Events Ordinance, must be remitted to the DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, Il 60185 no later than **one hundred twenty days (120)** prior to the opening day of the event. Sponsors of events requiring an airspace waiver or the issuance of a NOTAM must submit their applications six (6) months prior to the event. Applications received late or incomplete may be denied. The Application will then be forwarded to the Executive Director and Board of Commissioners of the DuPage Airport Authority for consideration of approval, denial and scheduling.

7. BOND/WARNING: The Airport Authority may require a compliance bond to cover the cost of potential damages resulting from an event or violations of this Ordinance or permit granted under same. The bond amount shall be set by the Airport Authority, in their exclusive judgment, and the permit shall not be issued until said amount is received. Should the Airport Authority determine there has been a violation of this Ordinance or the permit granted under same, the Airport Authority may apply any or all of the bond to defray costs incurred by the Airport Authority. This shall not limit the Airport Authority's rights or remedies, whether at law or in equity, and shall not be treated as liquidated damages.

8. INSURANCE REQUIREMENTS: Proof of insurance is required from all special event sponsors prior to the event. Please provide a Certificate of Insurance along with your completed application to the DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago. IL 60185. The Certificate of Insurance shall name the Airport Authority, its officers, agents, employees and representatives, as additional insureds. This Certificate shall cover the entire time for which the permit is issued and shall include, at a minimum, a liability insurance policy or policies in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury to any one person or for any one accident. The Airport Authority reserves the right to require additional or lesser amounts of insurance depending on the planned activities. Insurance coverage shall be from companies and in amounts acceptable to the DuPage Airport Authority. Failure to provide evidence of said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

9. PERMITTED USE OF AIRPORT PROPERTY: Whereas the special event sponsor agrees to use the Airport property for staging of _____, the Airport Authority does hereby agree to permit these premises for said use for the date(s) of _____ through _____ 20___. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application and further agrees to all requirements contained in the Special Events Ordinance and Rules and Regulations of the Airport Authority. Sponsor further agrees that, within thirty (30) days of the conclusion of the event, it will, at its own expense, provide for the repair,

replacement or maintenance of any damaged, lost or stolen portions of the subject property, including, but not limited to, landscaping, street or buildings and/or pavement.

10.. FAA PROVISIONS: Sponsor agrees to abide by all FAA provisions and the Rules and Regulations of the Airport Authority. Sponsor further agrees to abide by all federal, state and local non-discrimination laws, including the provisions listed under the heading "Title VI of the Civil Rights Act of 1964" contained in the Rules and Regulations of the Airport Authority incorporated herein by this reference and made a part hereof.

11. AUTHORIZED SIGNATURES: The undersigned does hereby attest that he/she is authorized to bind the sponsor and/or its employees, agents, volunteers, or organizers associated, or to be associated, with the activity for which the permit is being sought to the terms of this agreement. The undersigned hereby acknowledges receipt of copies of the Special Events Ordinance and Rules and Regulations of the DuPage Airport Authority and has read and understands all requirements outlined therein. The undersigned does hereby affirm and attest that all of the information given to the DuPage Airport Authority in conjunction with this Application is true and correct. The undersigned does hereby agree to abide by all rules and regulations outlined herein and to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a special event at the DuPage Airport, as outlined herein and provided in the Special Events Ordinance. The undersigned understands that failure to follow all requirements outlined herein, in the Special Events Ordinance and/or in the Rules and Regulations of the DuPage Airport Authority may result in the denial or revocation of the special event permit and forfeiture of any fee or bond paid to the Airport Authority.

PERMIT APPLIED FOR AND ALL TERMS AND STIPULATIONS AGREED TO BY:

Company/Entity Name (if applicable)

Name (please print)

Signature

Title (if applicable)

Date

*****Space Below for Use by the DuPage Airport Authority

Date application received: _____

Received by: _____

Date of approval: _____

Approved by: _____

SECTION 1. JET A

(a) **Itinerant Customers** - The following are on a per-transaction basis:

300 - 600 gallons	minus \$.11 per gallon
601 - 800 gallons	minus \$.14 per gallon
801 - 1000 gallons	minus \$.17 per gallon
1001 - 1200 gallons	minus \$.20 per gallon
1201 - 1400 gallons	minus \$.23 per gallon
1401 - 1600 gallons	minus \$.26 per gallon
1601 - 1800 gallons	minus \$.29 per gallon
1801 - 2000 gallons	minus \$.32 per gallon
2001 gallons and up	minus \$.35 per gallon

(b) **Based Customers** minus \$.50 per gallon

(c) **Pre-Purchase Customers**

10,000 gallons	minus \$.60 per gallon
20,000 gallons	minus \$.70 per gallon
30,000 gallons	minus \$.80 per gallon

The Pre-Purchase rate shall only apply if payment is made by check, cash or Phillips 66 credit card.

(d) **Additional Large Volume Jet A Pre-Purchase Rebates**

240,000 - 360,000 gallons	minus \$.15 per gallon
360,001 - 480,000 gallons	minus \$.20 per gallon
480,001 and up gallons	minus \$.25 per gallon

These rebates are for cumulative Jet A volume per single pre-purchase customer during a calendar year.

SECTION 2. 100LL

(a) **For members of the Aircraft Owners and Pilots Association (AOPA), members of the Experimental Aircraft Association (EAA) or payment by Phillips 66 Card or Cash.** minus \$.05 per gallon

(b) **Based customers** minus \$.17 per gallon

(c) **Pre-purchase Customers**

1,000 gallon minimum

minus \$.21 per gallon

2,000 gallon minimum

minus \$.26 per gallon

The Based Customer and Pre-Purchase discounts shall apply only upon payment with a Phillips 66 credit card, cash or approved check.

(d) **Self-Serve (credit card only)**

minus \$.50 per gallon

-EXHIBIT A-

FEES AS OF MAY 1, 2008

OUTDOOR AIRCRAFT PARKING:

- A. Class A Tie Down: All "drive through" or power-in/power-out spaces shall be \$148.00 per month.
- B. Class B Tie Down: All standard "push back" or back to back spaces shall be \$75.00 per month.

INDOOR AIRCRAFT PARKING:

HANGAR	BAY	TYPE	AMOUNT
E-1	1	CH	1,451
E-1	2	CH	1,327
E-1	3	TH	776
E-1	4	TH	663
E-1	5	TH	663
E-1	6	TH	663
E-1	7	TH	663
E-1	8	TH	699
E-2	1	TH	474
E-2	2	TH	474
E-2	3	TH	474
E-2	4	TH	474
E-2	5	TH	571
E-2	6	TH	474
E-2	7	TH	474
E-2	8	TH	474
E-2	9	TH	474
E-2	10	TH	474
E-3	1	TU	500
E-3	2	TU	444
E-3	3	TU	444
E-3	4	TU	444
E-3	5	TU	444
E-3	6	TU	444
E-3	7	TU	444
E-3	8	TU	444
E-3	9	TU	444
E-3	10	TU	599
E-3	11	TU	500

HANGAR	BAY	TYPE	AMOUNT
E-4	1	TU	606
E-4	2	TU	444
E-4	3	TU	444
E-4	4	TU	444
E-4	5	TU	444
E-4	6	TU	444
E-4	7	TU	444
E-4	8	TU	444
E-4	9	TU	444
E-4	10	TU	444
E-4	11	TU	444
E-4	ST	STORAGE	37
E-6	1	TU	444
E-6	2	TU	444
E-6	3	TU	444
E-6	4	TU	444
E-6	5	TU	444
E-6	6	TU	508
E-6	7	TU	444
E-6	8	TU	444
E-6	9	TU	444
E-6	10	TU	444
E-6	11	TU	508
E-7	1	TU	444
E-7	2	TU	444
E-7	3	TU	444
E-7	4	TU	444
E-7	5	TU	444
E-7	6	TU	444
E-7	7	TU	444
E-7	8	TU	444
E-7	9	TU	444
E-7	10	TU	444
E-7	11	TU	444
E-8	1	TH	592
E-8	2	TH	592
E-8	3	TH	592
E-8	4	TH	592
E-8	5	TH	592
E-8	6	TH	592
E-8	7	TH	592
E-8	8	TH	592
E-8	9	TH	592
E-8	10	TH	592

HANGAR	BAY	TYPE	AMOUNT
E-9	1	TU	444
E-9	2	TU	444
E-9	3	TU	444
E-9	4	TU	444
E-9	5	TU	444
E-9	6	TU	444
E-9	7	TU	444
E-9	8	TU	444
E-9	9	TU	444
E-9	10	TU	444
E-9	11	TU	444
E-17	1	EH	1,154
E-17	2	EH	1,034
E-17	3	EH	1,034
E-17	4	EH	1,154
E-17	5	EH	1,054
E-17	6	EH	1,054
E-17	7	EH	1,054
E-17	8	EH	1,054
E-17	9	EH	1,054
E-18	1	TH	777
E-18	2	TH	777
E-18	3	TH	777
E-18	4	TH	777
E-18	5	TH	777
E-18	6	TH	777
E-18	7	TH	777
E-18	8	TH	777
E-18	9	TH	777
E-18	10	TH	777
E-18	11	TH	777
E-19	1	CH	2,948
E-19	2	CH	3,032
E-19	3	CH	3,032
E-19	4	CH	3,032
E-20	1	CH	3,088
E-20	2	CH	2,643
E-20	3	CH	2,643
E-20	4	CH	2,643
E-20	OFFICE	ST	2,269

HANGAR	BAY	TYPE	AMOUNT
N-4	1	US	301
N-4	2	US	301
N-4	3	US	301
N-4	4	TU	444
N-4	5	TU	444
N-4	6	US	301
N-4	7	US	301
N-4	8	US	301
N-4	9	US	301
N-4	10	TU	444
N-5	1	US	301
N-5	2	US	301
N-5	3	US	301
N-5	4	US	301
N-5	5	US	301
N-5	6	US	301
N-5	7	US	301
N-5	8	US	301
N-5	9	US	301
N-5	10	US	301
N-6	1	TH	631
N-6	2	TH	631
N-6	3	TH	631
N-6	4	TH	631
N-6	5	TH	631
N-6	6	TH	631
N-6	7	TH	631
N-6	8	TH	631
N-6	9	TH	631
N-7	1	TH	631
N-7	2	TH	631
N-7	3	TH	631
N-7	4	TH	631
N-7	5	TH	631
N-7	6	TH	631
N-8	1	US	267
N-8	2	US	267
N-8	3	US	267
N-8	4	US	267
N-8	5	US	267
N-8	6	US	267
N-8	7	US	267
N-8	8	US	267
N-8	9	US	267
N-8	10	US	267

HANGAR	BAY	TYPE	AMOUNT
N-9	1	UE	295
N-9	2	UE	295
N-9	3	UE	295
N-9	4	UE	295
N-9	5	UE	295
N-9	6	UE	295
N-9	7	UE	295
N-9	8	UE	295
N-9	9	UE	295
N-9	10	UE	295

ROSS HANGAR 1,315

JET HANGAR 2750 N. AVIATION AVENUE

BAY	1	CH	3,032
BAY	2	CH	3,032
BAY	3	CH	3,032
BAY	4	CH	3,032

JET HANGAR 2350 N. AVIATION AVENUE

BAY	1	CH	3,032
BAY	2	CH	3,032
BAY	3	CH	3,032
BAY	4	CH	3,032

2164 TOWER ROAD

BAY	1	CH	3,294
BAY	2	CH	3,294
BAY	3	CH	3,294
BAY	4	CH	3,294

-EXHIBIT B-

**FLIGHT CENTER MONTHLY TIE DOWN FEE
EFFECTIVE MAY 1, 2008**

AIRCRAFT TYPE	WIDTH	LENGTH	HEIGHT	W x L
	Over 4,500 sq ft.	\$909.00 per month		
GULFSTREAM V	93' 6"	96' 5"	25' 4"	9118
GULFSTREAM IV	77' 10"	88' 4"	24' 10"	6864
GULFSTREAM III	77' 10"	83' 1"	24' 5"	6474
GULFSTREAM II	68' 10"	79' 11"	24' 6"	5520
CITATION X	63' 11"	72' 2"	18' 11"	4608
	Under 4,500 sq ft.	\$522.00 per month		
CANADAIR 601	64' 4"	68' 5"	20' 8"	4416
FALCON 900	63' 4"	66' 3"	24' 8"	4158
FALCON 2000	63' 5"	66' 4"	23' 2"	4224
CANADAIR 600	61' 10"	68' 5"	20' 8"	4278
FALCON 50	61' 11"	60' 1"	22' 8"	3720
BEECH KING AIR 1900	57' 9"	57' 10"	14' 10"	3364
LOCKHEED JETSTAR II	54' 5"	60' 5"	20' 5"	3355
FALCON 20	53' 6"	56' 3"	17' 6"	3024
CITATION III/VII	53' 6"	55' 6"	17' 3"	3024
ASTRA JET	52' 8"	55' 7"	18' 2"	2968
BEECH STARSHIP	54' 5"	46' 1"	12' 11"	2530

	Under 2,500 sq ft.	\$327.00 per month		
CITATION I/II	51' 8"	47' 2"	14' 9"	2444
BEECH KING AIR 200	54' 6"	43' 9"	15'	2420
SABRELINER 65	50'6"	47'2"	16"	2397
LEARJET 55	43' 10"	55' 1"	14' 8"	2420
BRIT. AEROSPACE 125-700	47'	50' 9"	17' 7"	2397
WESTWIND II	43' 2"	52' 3"	15 ' 10"	2236
LEARJET 35/36	39' 6"	48' 8"	12' 3"	2200
PIPER CHEYENNE III/IV	47' 8"	43' 4"	16' 5"	2064
FALCON 10	42' 11"	45' 5"	15'2"	1978
CESSNA 441	49' 4"	39'	13' 2"	1911
CESSNA CARAVAN I	51' 10"	37' 7"	14' 2"	1976
BEECH KING AIR 90	50' 3"	35' 6"	14' 8"	1800

-EXHIBIT C-

**OVER NIGHT PARKING FEE
EFFECTIVE MAY 1, 2008**

AIRCRAFT TYPE	WIDTH	LENGTH	HEIGHT	W x L
	Over 4,500 sq ft.	\$62.00 per night		
GULFSTREAM V	93' 6"	96' 5"	25' 4"	9118
GULFSTREAM IV	77' 10"	88' 4"	24' 10"	6864
GULFSTREAM III	77' 10"	83' 1"	24' 5"	6474
GULFSTREAM II	68' 10"	79' 11"	24' 6"	5520
CITATION X	63' 11"	72' 2"	18' 11"	4608
	Under 4,500 sq ft.	\$36.00 per night		
ALL AIRSHIPS				
CANADAIR 601	64' 4"	68' 5"	20' 8"	4416
FALCON 900	63' 4"	66' 3"	24' 8"	4158
FALCON 2000	63'5"	66'4"	23'2"	4224
CANADAIR 600	61' 10"	68' 5"	20' 8"	4278
FALCON 50	61' 11"	60' 1"	22' 8"	3720
BEECH KING AIR 1900	57' 9"	57' 10"	14' 10"	3364
LOCKHEED JETSTAR II	54' 5"	60' 5"	20' 5"	3355
FALCON 20	53'6"	56'3"	17' 6"	3024
CITATION III/VII	53' 6"	55' 6"	17' 3"	3024
ASTRA JET	52'8"	55'7"	18'2"	2968
BEECH STARSHIP	54' 5"	46' 1"	12' 11"	2530

	Under 2,500 sq ft.	\$21.00 per night		
CITATION I/II	51' 8"	47' 2"	14' 9"	2444
BEECH KING AIR 200	54' 6"	43' 9"	15'	2420
SABRELINER 65	50'6"	47'2"	16"	2397
LEARJET 55	43' 10"	55' 1"	14' 8"	2420
BRIT. AEROSPACE 125-700	47'	50' 9"	17' 7"	2397
WESTWIND II	43' 2"	52' 3"	15 ' 10"	2236
LEARJET 35/36	39' 6"	48' 8"	12' 3"	2200
PIPER CHEYENNE III/IV	47' 8"	43' 4"	16' 5"	2064
FALCON 10	42' 11"	45' 5"	15'2"	1978
CESSNA 441	49' 4"	39'	13' 2"	1911
CESSNA CARAVAN I	51' 10"	37' 7"	14' 2"	1976
BEECH KING AIR 90	50' 3"	35' 6"	14' 8"	1800
	Under 1,800 sq ft.	\$13.00 per night		
MU 2	39' 2"	39' 5"	13' 8"	1560
CESSNA 421	41'2"	36' 5"	11' 6"	1517
BEECH DUKE	39' 4"	33' 10"	10' 4"	1360
CESSNA 340	38' 1"	34' 4"	12' 7"	1292
BEECH DUCHESS	38'	29' 1"	9' 6"	1102
BEECH BARON	37' 10"	28'	9' 7"	1064
PIPER SENECA	38' 11"	28' 8"	9' 11"	1131
PIPER NAVAJO	40' 8"	34' 8"	13'	1435
PIPER CHEYENNE I/II	42' 8"	34' 8"	12' 9"	1505

	Light single	\$7.00 per night		
CESSNA 210	36' 9"	28' 2"	9' 8"	1036
CESSNA 172RG	35' 10"	27' 5"	8' 10"	1008
BEECH BONANZA V35	33' 6"	26' 5"	7' 7"	918
PIPER WARRIOR II	35'	23' 10"	7' 4"	840

SECTION 1. PART 145 AIRFRAME & POWER PLANT REPAIR & PART 145 AVIONICS AND INSTRUMENT REPAIR FEES

\$1.25 per billed labor hour with a minimum annual fee of \$12,000.00.

SECTION 2. PART 135 SASO FEES

- (a) **Flat Fee.** Flat Fee of \$5,000.00 per year per operator plus the applicable fee(s) as provided in subsection (b) hereof.
- (b) **Per-Aircraft Fee.** Fee per based aircraft:

<u>Type</u>	<u>Maximum Take-Off Weight (lbs.)</u>	<u>Yearly Fee</u>
Single Engine Piston	N/A	\$ 250
Twin Engine Piston	N/A	\$ 500
Light Turbo-Prop	Under 12,000	\$1,000
Medium Turbo-Prop	12,000 - 19,999	\$1,500
Heavy Turbo-Prop	20,000 or more	\$2,000
Light Jet	Under 20,000	\$1,000
Medium Jet	20,000 - 34,999	\$1,500
Heavy Jet	35,000 or more	\$2,000

[FLIGHT CENTER RAMP MAP]

**DuPAGE AIRPORT AUTHORITY TRANSIENT RAMP FEES AND FUEL PURCHASE
EXEMPTIONS FOR THE FLIGHT CENTER RAMP AS OF JUNE 1, 2004**

Category	Maximum Published Take-Off Weight (lbs.)	Ramp Fee	Fuel Purchase to Exempt from Fee (gallons)
Super Heavy Jet	100,001 and Above	\$250	500
Heavy Jet	35,001 - 100,000	\$125	250
Medium Jet	20,000 - 35,000	\$100	150
Light Jet	19,999 and Less	\$75	100
Heavy Turboprop	20,000 and Above	\$100	150
Medium Turboprop	12,000 - 19,999	\$50	75
Light Turboprop	11,999 and Less	\$25	50
Twin-Engine Piston	All Weights	\$10	25
Helicopters	All Weights	\$10	15
Single-Engine Piston	All Weights	N/C	N/A

**DuPAGE AIRPORT USER FEES FOR U.S. CUSTOMS CLEARANCE
EFFECTIVE 09/01/2003**

FEE FOR SCHEDULED HOURS OF U.S. CUSTOMS AGENT:

SINGLE ENGINE 7,000 lbs. OR LESS MTW	\$ 75.00
TWIN ENGINE 7,000 lbs. OR LESS MTW	150.00
ANY AIRCRAFT 7,001-29,999 lbs. MTW*	300.00
ANY AIRCRAFT 30,000 lbs. OR MORE MTW*	450.00

*Maximum Take-Off Weight (MTW) as published

FEE FOR AFTER-HOURS CLEARANCE (NON-SCHEDULED HOURS, WEEKENDS and HOLIDAYS):

FEE FOR SCHEDULED HOURS PLUS \$150.00

CHARGES FOR THE CONDUCT OF BUSINESS AT THE DuPAGE AIRPORT

1. Charges for section 4-8-3(d), Part 141 Flight School, and section 4-8-3(e), Other Flight Training, shall be \$50.00 per instructor per year.
2. Charges for section 4-8-3(f), Aircraft Rental, shall be:
 - \$240.00 per aircraft per year for all aircraft with 200 horsepower or less; and
 - \$360.00 per aircraft per year for all aircraft with 201-360 horsepower; and
 - \$480.00 per aircraft per year for all aircraft with 361-460 horsepower; and
 - \$600.00 per aircraft per year for all aircraft with 461-561 horsepower; and
 - \$720.00 per aircraft per year for all aircraft over 561 horsepower.

**DUPAGE AIRPORT AUTHORITY
RETAINER AGREEMENT
FOR THE DEVELOPMENT OF LAND AT DUPAGE AIRPORT**

The DuPage Airport Authority, a municipal corporation (the "Authority"), wishes to thank the undersigned developer (the "Developer") for proposing a development project at DuPage Airport.

Like other municipal corporations, the Authority has passed the attached ordinance requiring the reimbursement of certain out-of-pocket costs it will incur in its consideration of the Developer's plans which are hereinafter defined as the "Reimbursable Costs."

Execution of this Retainer Agreement is required under the ordinance at this time because the Authority has determined that it is now reasonably necessary or appropriate to retain consultants to advise it on the Developer's proposal.

Reimbursable Costs. The Developer hereby agrees to pay the Authority for the "Reimbursable Costs" on the terms and conditions contained herein. The term "Reimbursable Costs" as used herein shall mean the out-of-pocket costs incurred by the Authority only in connection with its regulatory review and approval or rejection of the Developer's plans as a municipal corporation governing the development of land at the Airport. These costs shall include fees and expenses payable to real estate advisors, engineers, land planners, attorneys or other consultants which the Authority determines to be reasonably necessary or appropriate for the project in question. Reimbursable Costs shall not include any costs incurred by the Authority for its staff time or other overhead expenses or for any legal or other fees relating to drafting or negotiating a letter of intent, ground lease or option to lease with the Developer.

Cash Deposit. The Developer shall make a cash deposit with the Authority in the sum stated below as collateral to secure its obligations hereunder. The amount of the deposit shall be a minimum of \$2,500 based on the Authority's good faith estimate of anticipated Reimbursable Costs to be incurred. The Authority shall hold the deposit in a non-interest bearing, non-segregated account. The Authority shall draw upon and use the deposit as a retainer to pay the Reimbursable Costs. The Developer shall be liable for all Reimbursable Costs incurred by the Authority; provided, however, that upon the request of the Developer, the Authority shall establish a fixed limit for the total amount of the Reimbursable Costs.

The Authority shall forward invoices from its consultants and a current statement of the balance of the deposit to the Developer upon its request. In the event that the deposit is depleted, the Authority shall suspend its consideration of the Developer's proposal unless and until the Developer replenishes the retainer and deposits an additional amount determined by the Authority in good faith. Any funds remaining on deposit upon approval or rejection of the proposal by the Authority or withdrawal of the proposal by the Developer shall be refunded to the Developer.

The Developer acknowledges that no further meetings or any hearings or other appearances before the Authority shall be scheduled or held unless and until all Reimbursable costs have been paid in full by the Developer.

IN WITNESS WHEREOF, this Retainer Agreement has been entered into as of the date set forth below in accordance with DuPage Airport Authority Ordinance No. 2000-141 Expense Reimbursement Ordinance for the Development of Land at DuPage Airport.

REIMBURSABLE CASH DEPOSIT FORM

CONSULTANT:

FEE:

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

DATE: _____, 20____

DEVELOPER NAME: _____

BY: _____

ITS: _____

TITLE: _____

ADDRESS: _____

PROJECT NAME: _____

APPROVED BY THE DuPAGE AIRPORT AUTHORITY:

BY: _____
EXECUTIVE DIRECTOR

TOW-AWAY ZONES

All airport property subject to the following conditions.

- If a vehicle is situated in a manner that obstructs the normal movement of traffic or creates a safety hazard.
- If a vehicle is defective and poses an immediate safety hazard.
- If a vehicle is situated in a manner that requires removal for the benefit of public health and safety in the event of a fire, flood, snow, storm or other emergency.
- If a vehicle is blocking ingress or egress from airport property.
- All parking spaces signed or marked a tow-away zone, including, but not limited to, the following locations.
- 30-minute parking spaces (east side of DuPage Air Traffic Control Tower on International Drive).
- FAA reserved parking spaces (north and south Flight Center crescent lot parking areas on International Drive).
- Reserved parking area (northeast corner of north avenue parking lot).

All areas designated as emergency lanes by the DuPage Airport Authority Rules and Regulations.

All areas designated as fire access lanes by the DuPage Airport Authority Rules and Regulations.

**DuPAGE AIRPORT AUTHORITY
CONFERENCE ROOM AGREEMENT
AND INFORMATION SHEET**

I. TO BE COMPLETED BY PERMITTEE:

Event: _____

Estimated Attendance (#): _____

Event Date(s): _____

Event Starting Time(s): _____

Event Ending Time(s): _____

Arrival Time(s): _____

Departure Time(s): _____

II. Audio/Visual/Technical Needs (please check the appropriate boxes):

Overhead Projector

VHS Player w/Monitor

Podium w/Mic.

Sound System

(provide specific
information below)

PowerPoint Projection System

(if available)

Room Set-Up Needs or Other Special Considerations:

*****Space Below for Use by the DuPage Airport Authority

Type of engagement: _____

Room assigned: _____

III.

ROOM CHARGES	
Item	Cost
Room rental	
AV equipment	
Other	
	TOTAL: \$

ADDITIONAL TERMS AND CONDITIONS

1. Agreement. This information sheet shall serve as the agreement whereby the DuPage Airport Authority shall allow Permittee the use of the meeting room described above on the dates and at the times confirmed by Airport Authority staff in section 1 above.
2. Payment. Permittee shall make full payment by check at the time of application.
3. Advertising. Programs and advertising materials are not to imply that the Airport Authority sponsors the Permittee's conference, but the Airport Authority facilities are simply the conference venue. Airport Authority staff and/or resources are not available for advertising Permittee's event.
4. Attendance. Permittee agrees that the event attendance shall not exceed the coded head count capacity of the assigned conference room.
5. Cancellation. Permittee may cancel this contract without penalty if rental is cancelled more than thirty (30) days before the scheduled date. An event cancelled between fourteen (14) and thirty (30) days prior to the scheduled rental will forfeit fifty percent (50%) of the payment. An event cancelled less than fourteen (14) days prior to the scheduled rental will forfeit one hundred percent (100%) of the payment, plus Permittee shall be responsible for any applicable costs above the amount of the payment.
6. Food. Food services will not be provided by the Airport Authority. Prior approval of any outside catering must be obtained by special arrangement. Alcoholic beverages may not be served or consumed on Airport Authority property unless special prior approval has been sought and obtained from the Airport Authority.

7. Insurance. The Airport Authority reserves the right to require insurance from the Permittee when the Airport Authority believes it warranted.

8. Liability. Permittee agrees for itself and/or its employees, agents, volunteers or organizers associated or to be associated with the activity for which the rental is sought to waive and relinquish all claims that may result in any manner against the Airport Authority, its agents, public officers, officials or employees and authorized volunteers from said activity or event, except for acts caused by the willful and wanton misconduct of employees of the Airport Authority acting within the scope of their employment.

The Permittee hereby agrees to indemnify and hold harmless the Airport Authority, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses and/or expenses arising out of the permitted activity or event or any activity associated with the conduct of the activity or event, including, but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the Airport Authority acting within the scope of their employment. Further, the Permittee agrees to indemnify the Airport Authority and any of its agent, public officials, officers or employees and authorized volunteers for any attorney's fees and court costs incurred, or to be incurred, in defending any action brought against them as a result of the Permittee's use of Airport Authority property or operation of the activity or event set forth in this Agreement.

Permittee shall be liable for any and all lost, stolen and/or damaged equipment provided by the Airport Authority as well as for any damages to Airport Authority facilities or property during the time of the Permittee's rental of Airport facilities.

Permittee is responsible for any and all equipment that the Permittee, his/her group or representatives brings to the Airport Authority rental site. The Permittee is responsible for property damage and/or personal injury that may arise as a result of faulty, improperly placed equipment and/or negligence on the part of the Permittee and shall hold the Airport Authority and their representatives harmless from any such claims.

9. Location. The Airport Authority reserves the right to move Permittee to an alternative facility on Airport grounds that would accommodate the Permittee's needs. Permittee shall be given advance notice that the activity or event has been moved.

10. Relationship. It is acknowledged that the relationship between the Airport Authority and Permittee is that of independent contractors and in no event will the relationship between the Airport Authority and Permittee be interpreted or construed as that of employer/employee or of principal/agent.

IN WITNESS WHEREOF the parties have executed this Agreement on the date(s) indicated:

DuPAGE AIRPORT AUTHORITY

PERMITTEE:

Signature

Signature

Title

Title

Date

Date

DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, IL 60185-1658
(630) _____

Name of Permittee

Permittee's Address

Permittee's Telephone No.