

AIRCRAFT CLEANING PERMIT AGREEMENT

FOR

PAGE FIELD

LEE COUNTY PORT AUTHORITY ("Authority") upon its execution hereof, this 17 day of June, 2024, hereby grants to the below-named Permittee, and Permittee accepts, the right to access certain areas at Page Field for the purpose of engaging in the business of providing a certain aeronautical service as described below, on the terms and conditions herein stated and agreed to by the Authority and the Permittee:

SECTION 1. PERMITTEE. The "Permittee" herein is:

Name: Naples Jet Center Holdings, LLC

Type of entity: a Florida limited liability company

Permittee's business address, telephone number and e-mail address are as follows:

Address: 377 Citation Point

Naples, FL 34104

Telephone: (239) 649-7900

E-mail: dstetson@naplesjetcenter.com

SECTION 2. DEFINITIONS. The terms below are defined as follows:

"Airport" means the airport known as Page Field, located in Lee County, Florida.

"Authority" means the Lee County Port Authority.

"Airside" means the fenced portion of the Airport.

"Landside" means the portions of the Airport which are not

"Airside."

SECTION 3. TERM. The term of this agreement shall commence on June 1, 2024, and shall thereafter continue month-to-month, until terminated by either party, for any reason or no reason, effective on the last day of any calendar month, by giving at least thirty (30) days advance written notice to the other party.

SECTION 4. PRIVILEGES.

(A) Type of Activity. During the term of this permit and in accordance with the terms and conditions thereof, and provided Permittee has all necessary federal, state, and local Permits, Permittee will have the privilege of using the Airport for the following commercial aeronautical activity: **dry aircraft washing, cleaning, and detailing.**

This agreement does not grant any right or privilege to engage in any other activity at the Airport. By way of example only, and without limitation, Permittee is not allowed to provide:

- (1) fuel or fueling service;
- (2) flight meals or other food goods or services; or
- (3) aircraft charter services.

(B) Access. Permittee may enter upon both airside and landside areas to undertake activities permitted by this Agreement. Permittee's permit to enter upon any particular area is subject to the security requirements of the Authority, the Federal Aviation Administration ("FAA"), and the Transportation

Security Administration ("TSA"), and is subject to restriction or revocation at any time pursuant to the regulatory powers of the Authority, the FAA, and the TSA. Permittee is required to meet with Airport Operations prior to commencing any work to review Page Field AOA Driving Directions and pass a written test on the same. Prior to any airside entry, Permittee must ensure that its vehicles have the Authority's required security identification decal (if applicable), and that its employees are properly trained and equipped to conduct the subject activities on the airside portion of the Airport.

(C) No Lease Granted. This Permit does not grant a lease of any particular space on the Airport.

SECTION 5. FEES. In consideration of the privileges granted to Permittee for and during the term of this agreement, Permittee will pay to the Authority a permit fee of:

- (1) \$200.00 per month; plus
- (2) such monthly privilege fees as the Authority may, in the future, impose on the type of activity allowed by this agreement, provided that the Authority will provide sixty (60) days advance written notice to Permittee of such fees; and

Any sums payable by Permittee which are not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the date the same became due and payable until paid.

SECTION 6. INSURANCE REQUIRED.

Permittee shall, at its own cost and expense, purchase and maintain, throughout the term of this agreement, insurance coverages in the following amounts (unless higher coverage limits

are required under a separate agreement), subject to the Authority's right to modify said amounts as set forth below:

- (a) Hangar Keeper's liability insurance covering all of Permittee's operations at the Airport including but not limited to products/completed operations and contractual liability of limits not less than one million dollar (\$1,000,000.00) each occurrence.

The Authority shall be an additional insured on the Hangar Keeper's policy. The Permittee's insurance will be primary and include a waiver of subrogation, in favor of the Authority.

- (b) If Permittee will operate a motor vehicle within the Airport's "Airside," business auto liability insurance for liability arising out of the use of any vehicle (owned and nonowned), with limits of not less than two million dollars (\$2,000,000.00) each accident. The Permittee's insurance will be primary and include a waiver of subrogation, in favor of the Authority; the policy will also include the Authority as an additional insured.
- (c) Workers' compensation insurance in the amounts, if any, required by the laws of Florida. This policy must include a waiver of subrogation, in favor of the Authority.
- (d) Employers liability insurance with limits of not less than \$1,000,000 per employee and \$1,000,000 aggregate.

The Permittee's hangar keeper's liability insurance, and (if required) business auto liability insurance, will be primary and will (except for non-owned aircraft) include a waiver of subrogation in favor of the Authority. Permittee will furnish a certificate or certificates of insurance to the Authority evidencing all such coverage.

Insurance requirements will be reviewed and may be modified by the Authority, as history, experience, industry practice and prudent risk management indicate to be necessary to protect the Authority and the public interest, by providing at least thirty

(30) days written notice to Permittee.

SECTION 7. SECURITY DEPOSIT.

Permittee shall post with the Authority, within thirty (30) days after execution of this agreement, a security deposit in the initial amount of \$200.00 in the form of cash, or letter of credit in a format satisfactory to the Authority. Said amount may be adjusted upward or downward by the Authority based on Permittee's actual payment performance, and, if adjusted upward, such additional cash, or letter of credit in a format satisfactory to Authority, will be posted by Permittee and retained by Authority as security for the faithful performance of Permittee's obligations hereunder.

Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Permittee. In the event that all or any portion of the security deposit is so applied, Permittee shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Permittee's failure to do so within ten (10) days after its receipt of such demand shall constitute a default under this Permit. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Permittee, without interest, as soon after the end of the term of this Permit as it can be reasonably determined that all obligations

for which Permittee may be liable have been paid.

SECTION 8. COMPLIANCE WITH LAWS; RULES AND REGULATIONS.

(A) Licenses, Certification, and Other Requirements.

Prior to the commencement of activities at the Airport, Permittee will obtain any and all necessary federal, state, and local licenses and certifications, and provide the Authority a listing of aircraft to be used, including make, model, registration number, owner, and a copy of the aircraft lease (if any).

(B) Airport Rules and Regulations. Permittee agrees to observe and comply with: (i) all rules, regulations, policies, requirements, standard operating procedures, Ground Transportation Operating Procedures, and directives (whether written or oral) of Authority which now exist, or may hereafter be promulgated from time to time; and (ii) all laws of Lee County, including but not limited to the "Airport Rules and Regulations" as may be amended from time to time.

(C) Compliance with All Other Laws. Permittee agrees to observe and comply with any and all federal, state, and local laws, statutes, ordinances, and regulations including but not limited to 40 C.F.R. Part 122, Chapter 373, Part IV, Florida Statutes, and all other environmental laws, and all applicable regulations of the FAA relating to Airport security.

(D) Compliance with Airport's Storm Water Discharge Permit.

The Authority prohibits all wet washing of aircraft, equipment, and vehicles on airport property, including at the wash station or on the ramp. All aircraft must be dry washed. Discharges of washwater into the drainage system containing

detergents that are not captured by the oil-water separator are considered non-stormwater discharges. Aircraft shall not be sprayed off or washed during precipitation. The Authority's storm water discharge permit (U.S.E.P.A. NPDES Multi-sector Storm Water General Permit, # FLR05A513) is hereby incorporated by reference into this agreement. Permittee's use of the Airport is subject to the terms of said storm water discharge permit and any renewal, extension, or successor permit, and Permittee agrees not to cause any violation thereof.

SECTION 9. RELEASE, INDEMNITY, AND HOLD HARMLESS

Any use of the Airport arising from this agreement is at the sole risk of the Permittee. Notwithstanding any minimum insurance requirements prescribed elsewhere in this contract, Permittee agrees to release, defend, indemnify, and hold harmless Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever, to any person or property in connection with the use of the Airport by Permittee, its employees, agents, and contractors (regardless of whether caused by negligent acts of the Authority or Lee County, or their agents, employees, or contractors, unless such acts constitute willful misconduct or gross negligence), and for any and all fines or penalties imposed by any governmental agency (including but not limited to the FAA and the TSA) as a result of the failure of Permittee or its agents, employees, or contractors, to abide by or comply with any statute, ordinance, rule, regulation,

or other requirement (including but not limited to breaches of the Airport's security).

SECTION 10. PERMIT NOT TRANSFERABLE. Neither this permit nor any rights or privileges granted the Permittee hereunder may be transferred or assigned by Permittee.

SECTION 11. TERMINATION FOR PERMITTEE'S DEFAULT. In addition to all other remedies provided herein or at law, Authority may terminate this agreement immediately by giving written notice to Permittee should any of the following events occur:

- (a) Permittee fails to remit any payment due to Authority, within ten (10) days after the payment is due; or
- (b) Permittee violates any other term, covenant, or condition of this agreement.

SECTION 12. COSTS AND ATTORNEYS' FEES. In the event that the Authority elects to engage the services of an attorney to collect any sums due hereunder from Permittee or to enforce any provision of this agreement, Permittee agrees to reimburse Authority for all reasonable costs and expenses, including attorneys' fees.

SECTION 13. NOTICES. Notice to Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or Airborne Express, to: Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Permittee will be sufficient if sent in the same manner, addressed to Permittee at

the address set forth on page 1 above. The parties may designate in writing different addresses for notice from time to time.

SECTION 14. AUTHORITY'S RESERVED RIGHTS.

(A) Authority reserves the right to further develop, improve, repair and alter, or close the Airport and any or all roadways, parking areas, terminal facilities, landing areas, and taxiways as it may reasonably see fit, free from any and all liability to Permittee for loss of business or damages of any nature whatsoever to Permittee occasioned during the making of such improvements, repairs, alterations, and additions.

(B) This agreement is subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil airports receiving federal funds and provided that Authority agrees to give Permittee written notice of any provision which will modify the terms of this agreement.

SECTION 15. NONDISCRIMINATION; GRANT ASSURANCES.

Operator will furnish services to the public on a reasonable, and not unjustly discriminatory, basis to all users of the Airport, and will charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Operator will be

allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Operator will operate its business so as to not cause any violation of the grant assurances the Authority has made to the Federal government in consideration for Federal grant assistance.

SECTION 16. F.A.A. REQUIREMENTS.

(A) Permittee expressly agrees, on behalf of itself and its successors and assigns, to prevent any activity which would interfere with or adversely affect the operation or maintenance of the airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(B) In the event that the FAA or its successor shall require any amendments, modifications, or changes in this agreement as a condition precedent to the granting of funds for the operation or improvement of the Airport, Permittee hereby consents to such amendments, modifications, or changes as may reasonably be required to obtain such funds.

(C) Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Authority reserves the right to grant similar privileges to another operator or other operators on other parts of the Airport.

SECTION 17. GENERAL PROVISIONS.

(A) The paragraph headings contained in this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision hereof.

(B) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Permit are non-exclusive.

(C) Time is of the essence of this agreement.

(D) This agreement shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, all actions or proceedings will be brought and litigated exclusively in the federal or state courts located in Lee County, Florida.

(E) Permittee represents and warrants to Authority that, except as may be disclosed in an addendum hereto, no member, officer, employee, or agent of Authority has any material interest, either directly or indirectly, in the business of Permittee to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

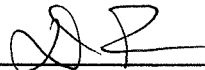
(F) This permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This permit may be altered or amended only by written instrument executed by both parties hereto.

SECTION 18. ADMINISTRATION OF AGREEMENT. Unless and until Authority gives Permittee written notice to the contrary, Authority designates its Executive Director, and his or her designees, as its authorized representatives in dealing with Permittee pursuant to this agreement, including but not limited to exercising any of the Authority's rights or options herein to terminate, suspend, continue, or extend this agreement, giving or withholding approvals to Permittee, consulting with, giving notice to, receiving notice from, or otherwise dealing with Permittee.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

[remainder of page intentionally left blank]

Naples Jet Center Holdings, LLC
(Permittee)

By: 
(Sign)
Dave Stetson
(Print name)

Title: VP/DO

Date: 6-17-24

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

Date: _____

ATTEST:
KEVIN C. KARNES

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM FOR THE RELIANCE OF
THE LEE COUNTY PORT AUTHORITY ONLY:

By: _____
Port Authority Attorney