



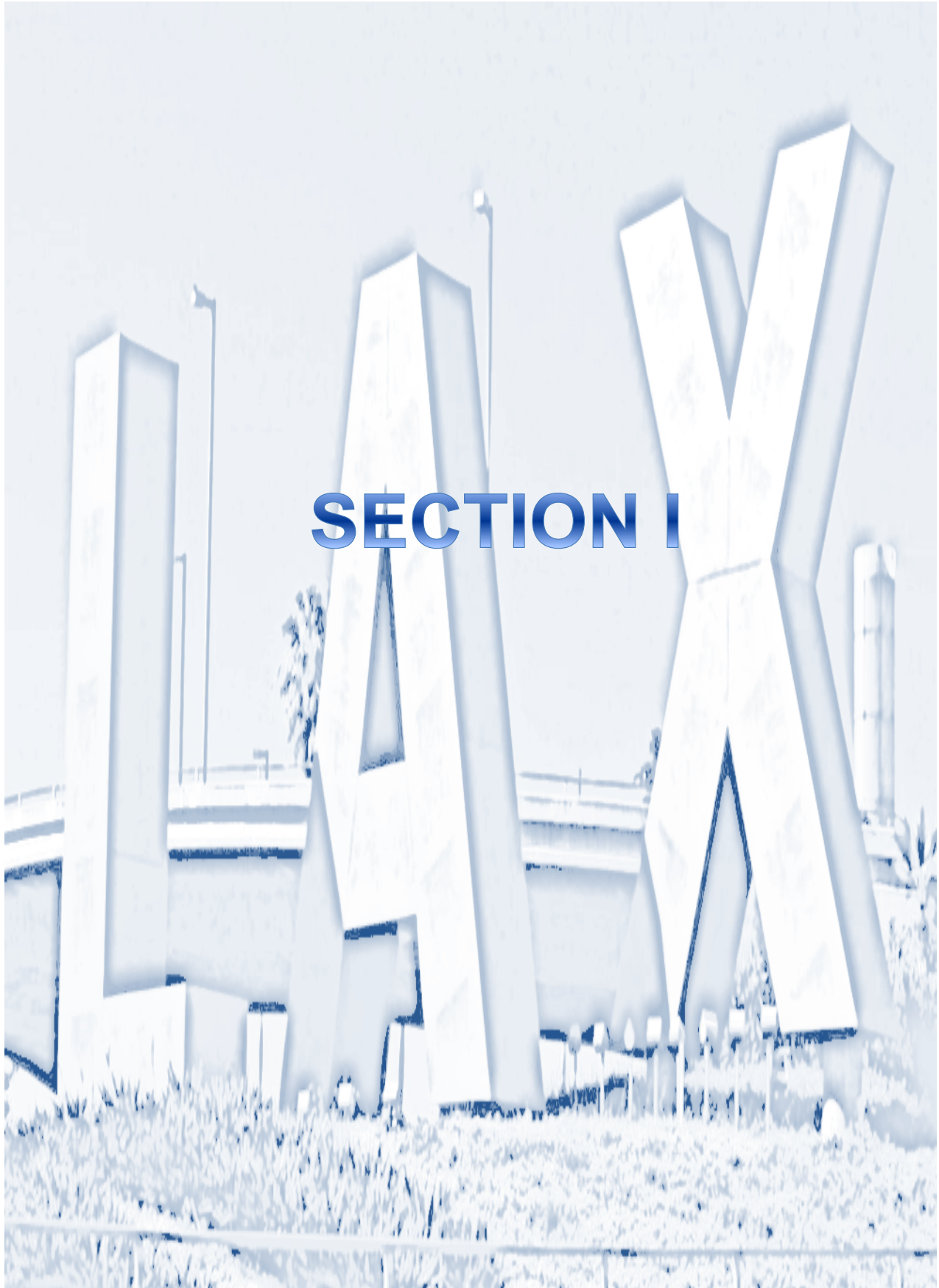
**Non-Exclusive
Air Carrier Operating Permit
Los Angeles International Airport**

Air Carrier Application Package

AIR CARRIER OPERATING PERMIT APPLICATION PACKAGE

TABLE OF CONTENTS

Section 1	Application Checklist, Letter of Intent, Airline Information Form
Section 2	Fees, Rates & Charges Letter of Credit Requirements
Section 3	Record Keeping, Invoicing & Reporting Monthly Traffic Report
Section 4	Insurance
Section 5	Disabled Aircraft Recovery Plan (DARO)
Section 6	Noise Management Rules & Regulations
Section 7	Sample Non-Exclusive Air Carrier Operating Permit (ACOP)
Additional Information	
Section 8	Non- Exclusive License Agreement (NELA) Procedures
Section 9	Motor Vehicle Operating Permit (MVOP) Procedures
Section 10	Security Badge Program
Section 11	LAX Leasing/Subleasing Air Carrier Prerequisites
Section 12	Airport Signage Policy
Section 13	LAX Contacts



SECTION I

**Non-Exclusive Air Carrier Operating Permit
Los Angeles International Airport**

Application Checklist

Airline Business Name (dba): _____

Corporate Business Name: _____

- Letter of Intent - on company letterhead (Section 1)
 U.S. Department of Transportation Air Carrier Certificate (Section 1)
- Airline Information Form (Section 1)
- Security Deposit/Faithful Performance Guarantee* (Section 2)
(Actual amount required will be determined by LAX Airfield Permits subsequent to submission of proposed fleet and flight operations schedule).
- Evidence of Insurance* (Section 4)
- Disabled Aircraft Recovery Plan (DARO) Form (Section 7)
- Statement of Noise Management Compliance - on company letterhead (Section 8)
- List of intended fleet
- Do you need a Motor Vehicle Operating Permit (MVOP)? YES NO. If yes, please refer to the MVOP procedures identified in Section 11. The MVOP is required for operation of motorized vehicles (street-licensed and non-street licensed) on the Airport Operations Area (AOA).

*These items can be submitted after the application has been submitted. However, they must be submitted and approved prior to full execution of the Permit and commencement of operations at LAX.

*Application information and downloadable forms are available at
<http://www.lawa.org/airops.aspx?id=1566>*



Los Angeles World Airports

Letter of Intent

Please provide, on company letterhead, a Letter of Intent, containing the following information:

1. **Air Carrier:** Provide the complete corporate name and d.b.a. name of company, corporate officers, and corporate and local addresses, telephone and fax numbers of the Air Carrier.
2. **Contact Person:** Provide the name, title, address, and phone numbers of the appropriate corporate and local contact person(s). Include the name and telephone number of Station Manager, if different than the designated local contact person.
3. **Intended Commercial Air Operations:** Provide a description of intended operations, including if air operations are passenger or cargo, scheduled or unscheduled and intended location of operation.
4. **Fleet Mix:** Fleet mix, include aircraft model and type along with proposed schedule.
5. **Other Contract Services:** Provide a description of other contract services that your company intends to provide to other air carriers or other airport tenants. (For example, ground handling, pay service, etc.)
6. **Anticipated Start Date:** If able to fulfill the necessary Air Carrier Operating Permit requirements, provide the anticipated start date of operations at LAX.
7. **Other Information:** Provide all other pertinent information such as a description of your intended ticketing, ground handling, fueling, in-flight catering arrangements, etc.

Address the Letter of Intent to:

Airfield Permits Unit
P.O. Box 92216
Los Angeles, CA 90009-2216

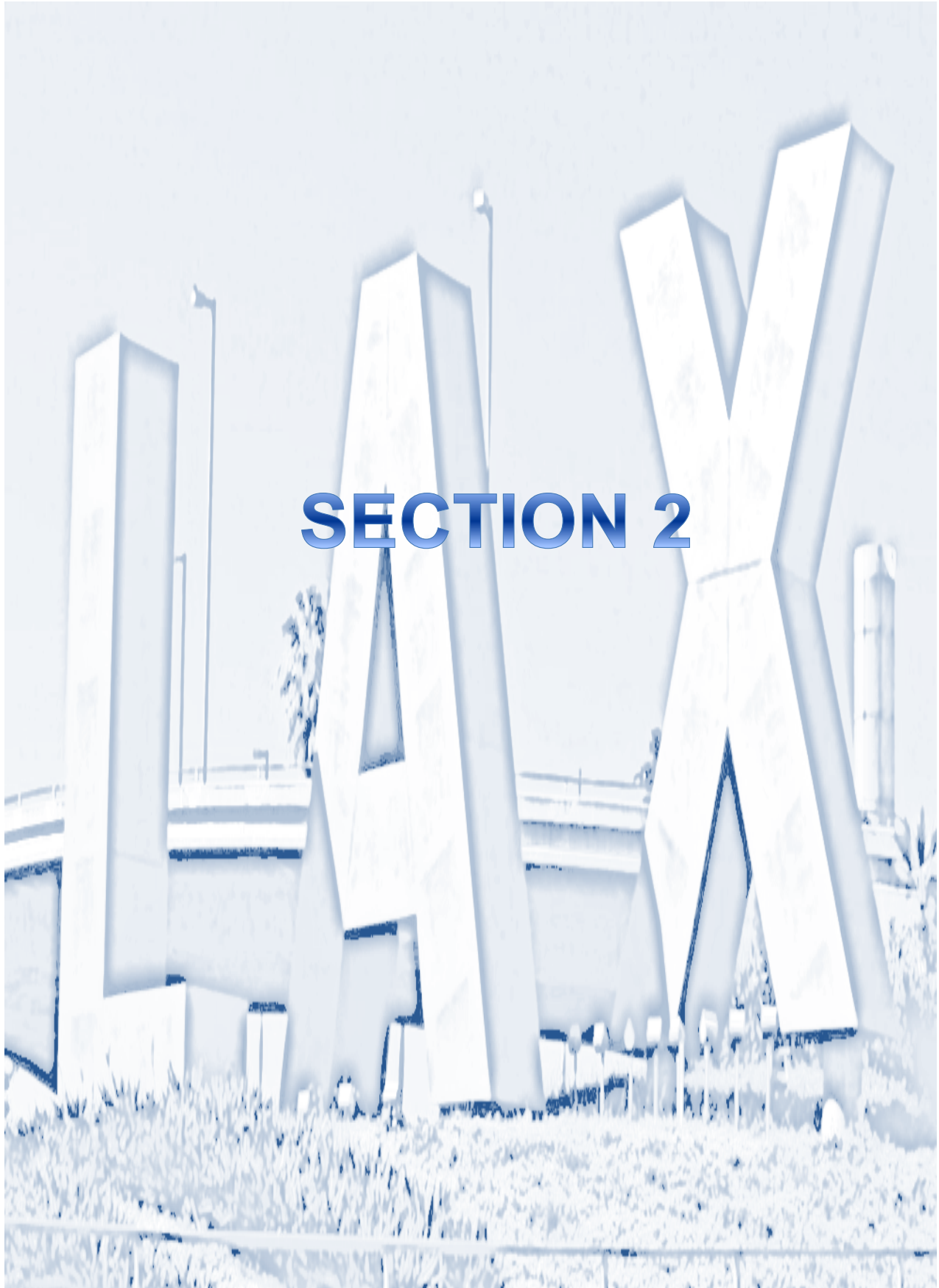


Los Angeles World Airports

NON-EXCLUSIVE AIR CARRIER OPERATING PERMIT (ACOP) AIRLINE INFORMATION FORM

Business Information			
Airline Business Name (dba):			
Corporate/Legal Name:			
Contact Information			
Corporate Contact:			Title:
Mailing Address:			
Telephone:	Fax:	Email:	
Local/Station Manager (if different):			Title:
Local Address:			
Telephone:	Fax:	Email:	
Billing Contact:			Title:
Billing Address:			
Telephone:	Fax:	Email:	
Send all Airfield Permits correspondence to: <i>(Check all that apply)</i>		<input type="checkbox"/> Corporate <input type="checkbox"/> Station Manager <input type="checkbox"/> Billing Contact	
LAX Operational Information			
Type of Operations: <i>(Check all that apply)</i>	<input type="checkbox"/> Passenger	<input type="checkbox"/> Cargo	Start Date:
	<input type="checkbox"/> Domestic	<input type="checkbox"/> International	
Scheduled Number of Flights:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Unscheduled		
Origination(s):			
Destination(s):			
Fleet Mix:			
Location of Operations (i.e. terminal(s)):			
<input type="checkbox"/> Leasing <input type="checkbox"/> Subleasing From:			
Service Providers:			
Ground Handler:		Into-Plane Fueling:	
Passenger Services:		Caterer: <i>(if applicable)</i>	
Security:		Other:	
Permits Office Use Only			
Date Received:	RAMS Update:	<input type="checkbox"/> CNS <input type="checkbox"/> Agreement <input type="checkbox"/> ASN	

Please attach any other relevant information related to the airline or its operations at LAX.



SECTION 2



Los Angeles World Airports

Fees, Rates, and Charges

Fees, Rates, and Charges. As provided by resolution of the Board of Airport Commissioners, commercial Air Carriers must pay a landing fee to the City of Los Angeles for each aircraft landing. The landing fee is the product of the number of thousands of pounds of MGLW of the aircraft multiplied by the applicable landing fee rate. The most recent Board Resolution setting Landing Fees can be found at: <http://www.lawa.org/uploadedFiles/AirOps/pdf/FY%202015-16%20Landing%20Fees%20at%20LAX.pdf>. The landing fee rate for aircraft weighing less than 25,000 pounds and the parking fee rates for aircraft parking in common use parking areas are also set by the Board by resolution and Air Carriers must pay the charges applicable to its operations. The City of Los Angeles may adjust the landing fee up to twice each fiscal year.

Security Deposit

Air Carriers are required to remit to the City of Los Angeles a security deposit in the amount of \$10,000, or Three (3) times the estimated monthly landing fees, whichever is greater.

The security deposit must be furnished prior to the commencement of the term of the Air Carrier Operating Permit, or, if applicable, 30 days following adjustment of the security deposit amount. If for any reason the security deposit is not provided by the Air Carrier and/or is not thereafter maintained in a sufficient amount throughout the term of the permit, City may terminate the permit at any time upon giving 15 days written notice. Upon expiration or earlier termination of the permit, and if the Air Carrier has satisfied all of its financial obligations to City, City shall relinquish the security deposit to the Air Carrier within 60 days following such expiration or termination, provided no monetary dispute exists.

The security deposit must be in the form of an Irrevocable Letter of Credit, issued by a United States bank. The security deposit must provide for 60 days advance written notice to City by certified or registered mail prior to cancellation, modification or material alteration. The security deposit must be approved as to legal form by the City Attorney's Office. Further, the security deposit must provide an automatic renewal clause ("Evergreen Clause") that obligates the issuer to renew the security deposit on every expiration date, for another one-year term. This is done with the understanding that the security deposit may be cancelled, modified or materially altered upon providing 60 days notice to City.

The Letter of Credit must name the City of Los Angeles, Department of Airports as beneficiary, and state the following exact language:

"This letter of credit is available for drawings in favor of the City of Los Angeles upon City's presentation of the original letter of credit and a statement, purportedly signed by the Executive Director of the Department of Airports, or his authorized representative, stating: "(Insert name of Air Carrier) is in default under the Operating Permit between the City of Los Angeles and (Insert name of Air Carrier)."



Los Angeles World Airports

“This letter of credit shall be deemed automatically renewed on the expiration date stated and every expiration date thereafter, for an additional one year period, unless the beneficiary is notified via certified mail, 60 days prior to said expiration date, that the letter of credit shall not be renewed.”

The letter of credit must allow for full or partial drawings. If, during the term of the permit, one or more monthly landing fee payments are delinquent 10 or more business days, the City at its sole option, may make a full or partial draw or claim against the security deposit. The Air Carrier must, within 15 days of a full or partial draw or claim, replace the security deposit in an amount equal to its previous status before the draw or claim.



LETTER OF CREDIT REQUIREMENTS



The Letter of Credit must:

1. Be an irrevocable, stand-by Letter of Credit, **issued by a U.S. Bank**
2. Have a minimum term of one (1) year
3. Allow for partial and multiple drawings
4. Name the City of Los Angeles, Department of Airports, as beneficiary
5. State on the face of the Letter of Credit the following exact language:

This Letter of Credit is available for drawings in favor of the City of Los Angeles upon City's presentation of the original Letter of Credit and a statement, purportedly signed by the Executive Director of Department of Airports, or his/her authorized representative, stating: "The Applicant's payment, contractual, or other obligations were not fulfilled when due and are currently outstanding."

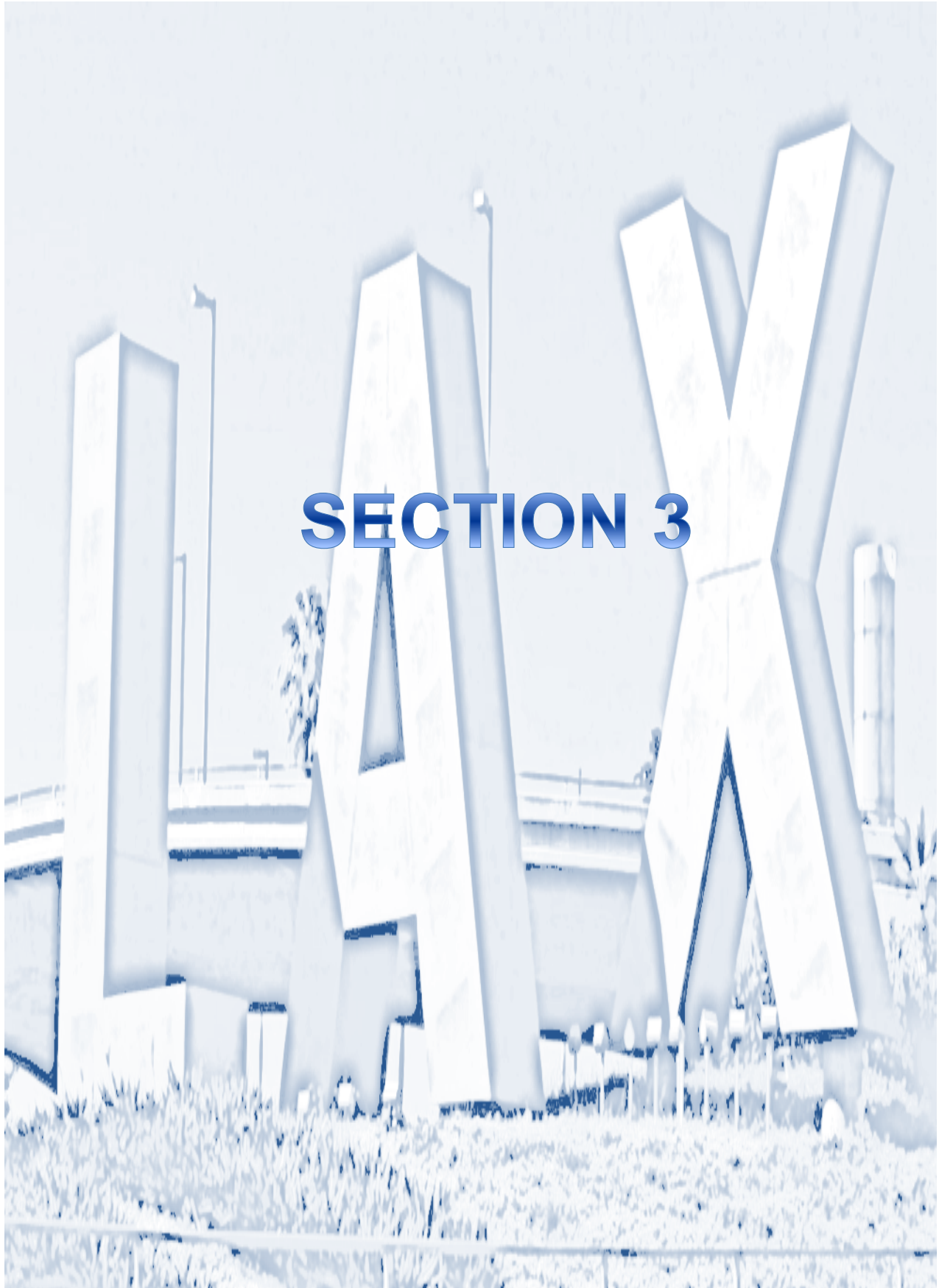
"This Letter of Credit shall be deemed automatically renewed on the expiration date stated and every expiration date thereafter, for an additional one-year period, unless the beneficiary is notified via certified mail, 60 days prior to said expiration date, that the letter of credit shall not be renewed."

Please have the bank provide a preliminary PDF copy of the proposed document to dcolson@lawa.org before the original is issued so that it can be reviewed for accuracy. All original documentation regarding the financial instrument should be forwarded directly to the following address:

Los Angeles World Airports
Attn: Accounting/Revenue FPG Administrator
P. O. Box 92216
Los Angeles, CA 90009-2216

Or you may courier it to:

Los Angeles World Airports
Attn: Douglas Colson - FPG Administrator
6053 W Century Blvd, Suite 500
Los Angeles, CA 90045
Ph) 424-646-7610



SECTION 3



Los Angeles World Airports

Record Keeping, Invoicing and Reporting

Record Keeping At all times during the term of the Air Carrier Operating Permit, Permittees must maintain and keep permanent books, ledgers, accounts or other records wherein all entries are kept. Permittees must also maintain a copy of the appropriate page of the current FAA approved Flight Manual showing the Certificated Maximum Gross Landing Weight for each type of aircraft operated at LAX. The City may, from time to time, examine, audit and copy any and all of the books, logs, records, reports and accounts of business authorized to be conducted and reasonably related to the Air Carrier Operating Permit

Reporting. Permittees must submit to the City, by the tenth (10th) calendar day of each month, without demand or invoice, an accurate report of the Permittee's operations at the Airport during the preceding month, setting forth all data necessary to calculate the landing fees and other charges due. Attached are sample copies of the Monthly Air Traffic Report Form, Monthly Report of Landings and Gate Use Form and the Monthly Aircraft Parking Report Form. Forms are available at http://www.lawa.aero/uploadedfiles/airops/pdf/LAX_AeronauticalActivityReports.xls.

Late Reports. If the Permittee fails to furnish the City with the required reports, the Permittee's landing fees will be the product of 125 percent of the number of thousands of pounds of maximum gross landing weight (MGLW) of the Permittee's Revenue Landings for the most recent month for which such data are available and the landing fee rate. Any adjustment in the landing fees so computed will be calculated only after an accurate report is delivered to the City. Adjustments for overpayments or deficiencies will be reflected in subsequent invoices.

Self-Invoicing. Permittees must calculate the landing fees due the City by multiplying the total MGLW in thousand pounds of the Permittee's Revenue Landings by the applicable landing fee rate in effect at the time of the aircraft operations. The Permittee must submit the calculated amount with its Monthly Report of Landings Form and Monthly Air Traffic Report Form, plus any incurred parking charges. Landing fees are due and payable on the twentieth (20th) day of each month for the prior month's landings and parking.

Liquidated Damages for Delinquent Payment. Permittees must pay the liquidated damages to compensate the City for all expenses and/or damages and loss resulting from late or delinquent payments. The liquidated damages for late or delinquent payments is 10% per annum, on the balance of the unpaid late or delinquent amount calculated from the date of the delinquency until the close of the business day upon which the delinquency payment is received by City.

DEFINITIONS FOR MONTHLY AIR TRAFFIC REPORT

Note: Revenue and Non-revenue passengers, freight and mail should be counted. Freight includes express and overnight.

Domestic Departing or Arriving Passengers (excluding transit/thru passengers) are all passengers boarding a flight at LAX whose destination on that flight is within the United States (for departing), and all passengers deplaning at LAX who boarded their flight at an airport within the United States (for arriving).

International Departing or Arriving Passengers (excluding transit/thru passengers) are all passengers boarding a flight at LAX whose destination on that flight is outside the United States (for departing), and all passengers deplaning at LAX who boarded their flight at an airport outside the United States (for arriving). For international arriving passengers, report whether those passengers have been cleared by U.S. Customs at the arrival airport or pre-cleared prior to arrival.

Domestic Departing and Arriving Transit (Thru) Passengers are domestic passengers stopping temporarily at LAX and departing on an aircraft with the same flight number. Domestic transit passengers begin (for arriving) and/or end (for departing) their trip within the United States.

International Departing and Arriving Transit (Thru) Passengers are international passengers stopping temporarily at LAX and departing on an aircraft with the same flight number and those international passengers who deplane and reboard without passing through immigration/naturalization. International transit passengers begin (for arriving) and/or end (for departing) their trip outside the United States.

Domestic Departing or Arriving Freight and Mail (excluding transit) is all freight and mail loaded on a flight at LAX and unloaded at a destination within the United States (for departing), and all freight and mail unloaded at LAX that was loaded onto a flight at an airport within the United States (for arriving).

International Departing or Arriving Freight and Mail (excluding transit) is all freight and mail loaded on a flight at LAX and unloaded at a destination outside of the United States (for departing), and all freight and mail unloaded at LAX that was loaded onto a flight at an airport outside the United States (for arriving).

Domestic Departing and Arriving Transit (Thru) Freight and Mail is all freight and mail shipped through LAX on a flight and continuing on the same aircraft to a final destination. Domestic transit freight and mail is loaded (for arriving) and/or unloaded (for departing) at an airport within the United States.

International Departing and Arriving Transit (Thru) Freight and Mail is all freight and Mail shipped through LAX on a flight and continuing on the same aircraft to a final destination. International transit freight and mail loaded (for an arriving) and/or unloaded (for departing) at an airport outside of the United States.



LOS ANGELES WORLD AIRPORTS (LAWA)

MONTHLY REPORT OF LANDINGS AND GATE USE

AIRPORT _____ MONTH/YEAR _____

AIRLINE _____

TERMINAL _____

AIRCRAFT TYPE/MODEL	Check One C A R G O	MAX GROSS LANDING WT ² (1000 Lbs.)	RATE ³	# OF REVENUE LANDINGS	TOTAL LANDINGS FEE (\$)	GATE USE ⁴	GATE USE FEE (\$)	TOTAL AIRCRAFT PARKING FEE (\$)
	X				\$0.00		\$0.00	
	X				\$0.00			
	X				\$0.00			
	X				\$0.00			
	X				\$0.00			
	X				\$0.00			
TOTALS				0	\$0.00	0	\$0.00	\$0.00

¹ Passenger and Combi aircraft
² Round off landing weight to the nearest thousand pounds
³ All rates and fees established on the applicable Board Resolution
⁴ Gate Use Fee (\$450/flight); acft arriving at TBIT with one or more pax utilizing FIS other than TBIT
 Submit Payment to: City of Los Angeles, Department of Airports
 FILE 54989
 Los Angeles, CA 90074-4989

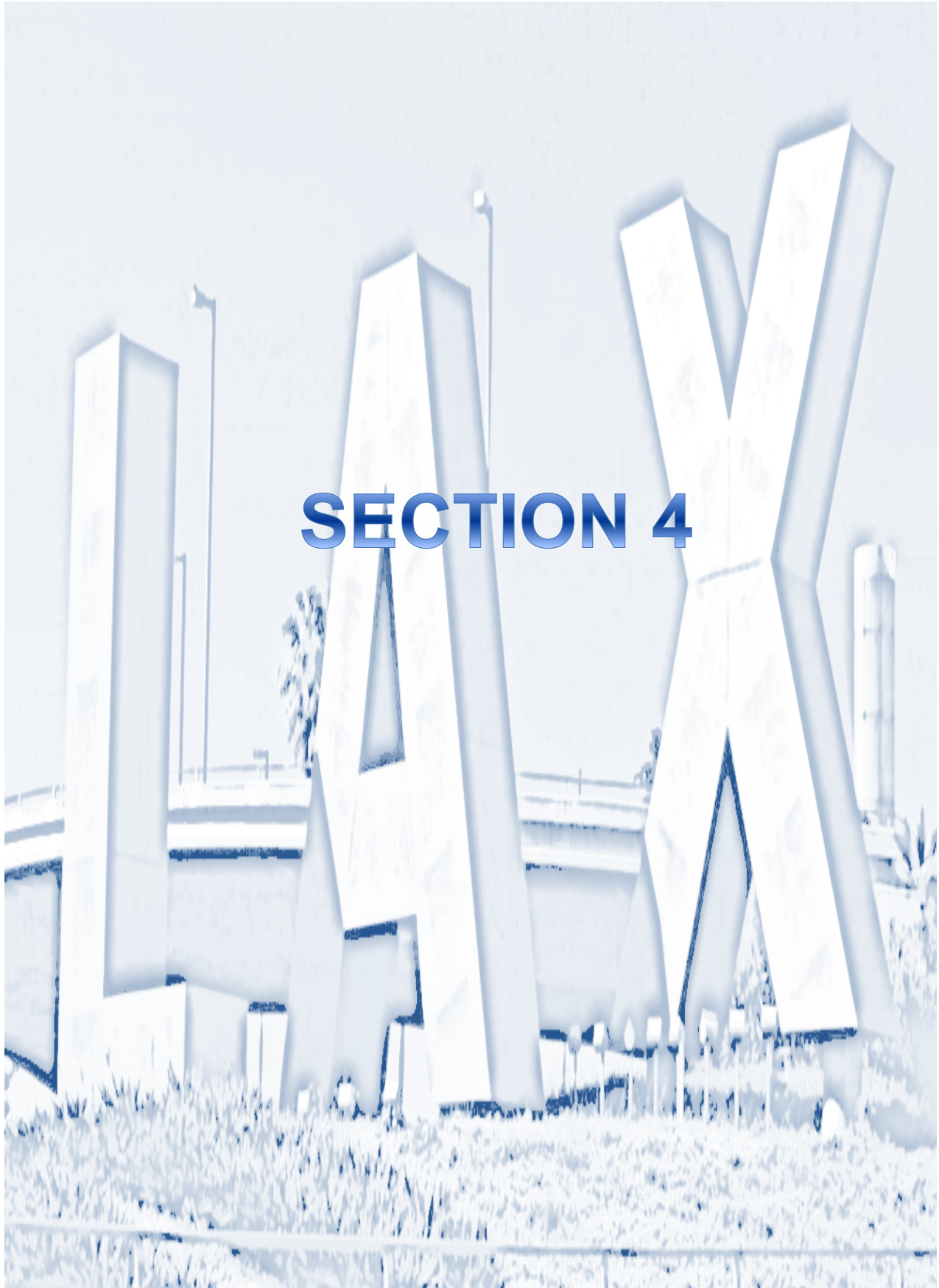
Report must be received within ten (10) days following the end of the calendar month of operation
 Fax or e-mail copy of report to:
 LAWA Business Development
 Attn: RAMS
 6053 W. Century Blvd., 6th Floor
 Los Angeles, CA 90045

Phone #: (424) 646-7330
 Fax #: (310) 645-4685
 email: Airstatistics@lawa.org

Submitted Date _____

Entered By/Date LAWA Use Only

Signature/Name _____
 Title _____
 Telephone/Fax _____
 email address _____



SECTION 4



Los Angeles World Airports

Evidence of Insurance

Air Carriers must procure at their expense, and keep in effect at all times during the term of the Air Carrier Operating Permit, the specified types and amounts of insurance. Please find the enclosed documents regarding insurance:

1. Guidance for Submitting Evidence of Insurance
(For information only, does not need to be returned with evidence of insurance)
2. Insurance Requirements for Los Angeles World Airports
(To be returned with evidence of insurance)
3. City of Los Angeles, Los Angeles World Airports Insurance Forms
 - Workers' Compensation Special Endorsement
 - Automobile Liability Special Endorsement
 - Aviation/Airport/Aircraft Liability Special Endorsement
 - General Liability Special Endorsement
 - Property Insurance Loss Payable Endorsement
 - Excessive Umbrella Liability Special Endorsement

Please contact the LAWA Risk Management Division directly at the telephone number listed below with questions regarding these forms. Please provide the appropriate evidence of insurance, with a copy to the Airfield Permits Unit, to:

Los Angeles World Airports
Manager, Insurance Compliance Section
P.O. Box 92216
Los Angeles, CA 90009-2216

Telephone: (424) 646-5480
Fax: (310) 215-5300

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: *****
 AGREEMENT / ACTIVITY: **Air Carrier Operating Permit**
 TERM: *****
 LAWA DIVISION: **LAX Airfield Permits**

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" are the minimum required and must be at least the level of the Combined Single Limits indicated.

	<u>LIMITS</u>
<p>(X) Workers' Compensation (Statutory)/Employer's Liability</p> <ul style="list-style-type: none"> (X) Broad Form All States Endorsement (X) Voluntary Compensation Endorsement (*) Longshoremen's and Harbor Workers' Compensation Act Endorsement (X) Waiver of Subrogation (Specifically naming LAWA . Blanket endorsements are not acceptable.) 	<u>Statutory</u>

(X) Automobile Liability - covering owned, non-owned & hired auto	<u>\$ 10,000,000 CSL</u>
--	--------------------------

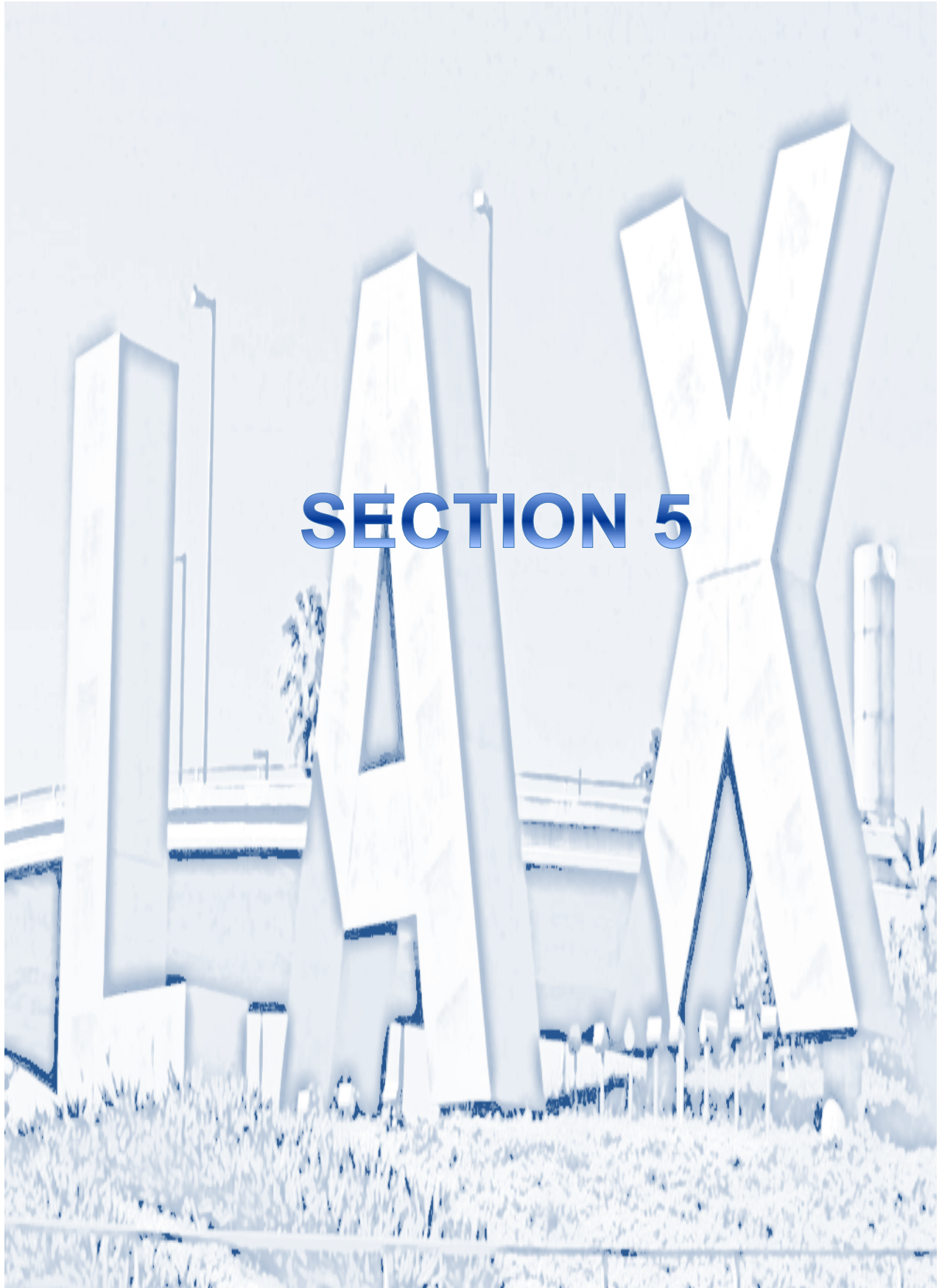
<p>(X) Aviation/Airport or Commercial General Liability, including the following coverage:</p> <ul style="list-style-type: none"> (X) Premises and Operations (X) Contractual (Blanket/Schedule) (X) Independent Contractors (X) Broad Form Property Damage (X) Personal Injury (X) Aircraft Liability (including passenger liability) (X) Additional Insured Endorsement, specifically naming LAWA (Blanket endorsements are not acceptable). 	<u>\$ 10,000,000 CSL</u>
--	--------------------------

Limit of Liability must meet Federal Requirements or as follows, whichever is greater:	
<p>Commuters with 60 or fewer passengers or Cargo only, with payload less than 18,000 lbs. -----</p>	\$ 50,000,000 CSL
<p>Air Carriers with more than 60 passengers or Cargo only, With payload greater than 18,000 lbs. -----</p>	\$ 200,000,000 CSL

<p>(X) Property Insurance</p> <p>90% Co-Ins. () Actual Cash Value (X) Replacement Value () Agreed Amt.</p> <ul style="list-style-type: none"> (X) Covering airline improvements, w/waiver of subrogation (Department does not insure tenant improvements) (**) Covering building structure (X) Fire & Basic Causes of Loss Form, including sprinkler leakage (X) Vandalism & Malicious Mischief (X) Debris Removal 	<u>Value of Improvements</u>
<p>*** Coverage for Hazardous Substances</p>	<p>Sudden Occurrence <u>\$ ***</u> Non-sudden Occurrence <u>\$ ***</u></p>

<p>** Builder's Risk Insurance - (All Risk Coverage)</p> <p>Comments: * if exposure exists, coverage is required. ** Required if property or building ultimately revert to City. ***Must meet Federal and/or State requirements.</p>	<u>Value of Improvements</u>
---	------------------------------

INSURANCE COMPANIES MUST HAVE A BEST RATING OF A- OR BETTER, WITH A MINIMUM FINANCIAL SIZE OF AT LEAST 4. PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE



SECTION 5



Los Angeles World Airports

Disabled Aircraft Recovery Operations (DARO)

The Non-Exclusive Air Carrier Operating Permit requires that Air Carriers maintain and keep current the Disabled or Abandoned Aircraft Recovery Plan, also referred to as Disabled Aircraft Recovery Operations (DARO) Plan.

Complete the attached Disabled Aircraft Recovery Operations form and return it to:

Los Angeles World Airports
Airfield Permits Unit, Manager
P.O. Box 92216
Los Angeles, CA 90009-2216

The Airfield Permits Unit will retain a copy and forward the original to the LAX Airfield Operations Division.

As an Air Carrier, it is very important that your DARO Plan information on file with the Department be current at all times.

Please contact the Airfield Operations Center directly with questions regarding your Air Carrier DARO Plan:

Los Angeles World Airports
Manager, Airport Operation Center
Airport Operations Center
P.O. Box 92216
Los Angeles, CA 90009-2216

Administration: (424) 646-7473
Operations: (310) 646-4265
Fax: (310) 646-9621
SITA: LAXOACR



Los Angeles World Airports

Disabled Aircraft Recovery Operations (DARO) & Emergency Contact Information

Thank you for providing the following information. In the event an aircraft becomes disabled at LAX, the information that you have provided will assist the Airport Operations staff in making prompt notifications and in facilitating the recovery operations. This information is not intended to replace the Airport's Emergency Procedures Manual or any aircraft owner/operator's internal procedures that have been established for emergency response. It is, however, intended to provide for the liaison that is needed between the affected Air Carrier, the Airport and other supporting agencies and organizations.

Company Information

Company:
LAX Station Manager: Phone:
Corporate Contact Information: Phone:
Public Affairs Contact Information: Phone:
LAX Maintenance Manager Contact Information: Phone:

Aircraft Recovery Operations

Description and location of available Aircraft Recovery Equipment:

Contact information of local company that will be contracted in the event aircraft recovery is needed:

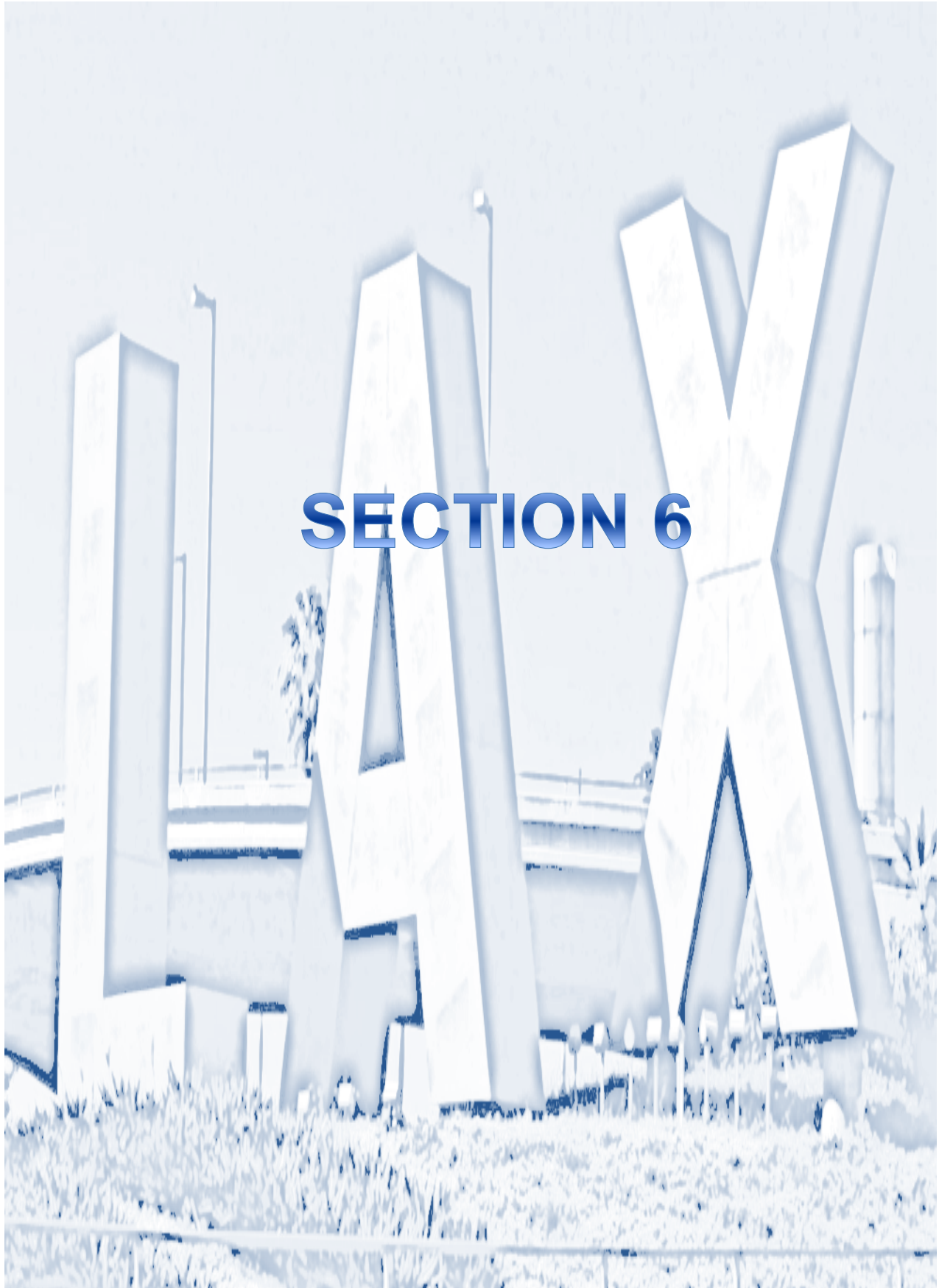
Name:
Address:
Telephone Number:

Aircraft Removal Authorization

In the event of an accident or incident involving your aircraft, please indicate below persons whom your company has empowered with the authority to facilitate removal after its release from the National Transportation and Safety Board, the FBI or any other investigative organization involved.

Table with 4 columns: Name, Position, Business Phone, 24 hour Phone. Rows 1-5.

Table with 3 columns: Company Representative Signature, Title, Date.



SECTION 6



Los Angeles World Airports

Noise Management

The Non-Exclusive Air Carrier Operating Permit requires that Air Carriers comply with all federal, state, and local laws and ordinances, as well as all existing and future rules, regulations, and Board policies concerning aircraft noise standards. Los Angeles World Airports (LAWA) established the Aircraft Noise Abatement Operating Procedures and Restrictions (Section 5 of the Rules and Regulations manual) in order to avoid excessive noise impact on adjacent communities. LAWA monitors all departures and arrivals through the use of FAA radar flight tracks. When an aircraft deviates from an established noise abatement procedure, an appropriate notification may be triggered. Therefore, please provide the following information:

- **Contact Person For Program Deviations** - The name, title, mailing address, phone number, fax number, and e-mail address of the contact person (e.g. Chief Pilot, Operations Manager, etc.) to whom notification should be sent.

If you have any questions, please contact the Noise Management Division directly as follows:

Los Angeles World Airports
Environmental Services Division
Noise Management Section
7301 World Way West, Rm. 312
Los Angeles, CA 90045

Telephone: (424) 646-6500
Fax: (424) 646-9260

[Company Letterhead]

Los Angeles World Airports
Manager, Airfield Permits Unit
P.O. Box 92216
Los Angeles, CA 90009-2216

Dear Airfield Permits Unit Manager:

In compliance with the Aircraft Noise Abatement Operating Procedures and Restrictions, I would like to provide you with the following information pertaining to noise management.

Please find the attached list of aircraft that would fly at LAX and upon approval for the Air Carrier Operating Permit.

In the event of a noise violation, please contact:

[Name, Title]	Office Phone Number: _____
[Address]	Cell Phone Number: _____
[City, State, Zip Code]	Email Address: _____

Closing,

[Signature]

[Print Name]
[Title]
Phone _____
Fax : _____
Email: _____



AIRCRAFT NOISE ABATEMENT OPERATING PROCEDURES AND RESTRICTIONS

This section sets forth the Los Angeles World Airports' (LAWA's) informal noise abatement traffic; flight and runway use procedures and includes or references LAWA's formal noise abatement ground operations restrictions and other airport noise abatement procedures, restrictions and regulations involving aircraft operations.

All aircraft operators shall comply with Federal Aviation Administration (FAA) regulations and procedures for noise abatement and noise emission standards and with all rules, policies, procedures, resolutions and ordinances established by the City of Los Angeles, LAWA, and LAWA's Board of Airport Commissioners relative to noise abatement. Air Traffic Control (ATC) is used in this section as a common term for all pertinent FAA air traffic control, including but not limited to those at the LAX Control Tower and Southern California TRACON.

It is not intended that any of the traffic or flight procedures contained herein shall, in any manner, abrogate the authority and responsibility of the pilot in command to ensure the safe operation of the aircraft.

1. Operational Responsibilities

- a. ATC shall employ the noise abatement preferential runway and taxiway use procedures specified herein, recognizing that under certain conditions it may be necessary to prescribe deviations because of aircraft emergencies, adverse weather, or field construction and maintenance work. Nothing in these procedures shall limit the discretion of either ATC or the pilot with respect to the full utilization of the airport facilities in an unusual situation.
- b. Pilots of large aircraft (greater than 12,500 pounds) and pilots of all turbine powered aircraft who are given a preferential runway assignment by ATC shall use that runway unless the pilot determines that in the interest of safety another runway shall be used, except as provided in Subsection 4, Traffic and Flight Procedures (Over-Ocean Operations).
- c. Unless specifically instructed otherwise by ATC, pilots of all aircraft departing toward the west shall, in accordance with **Subsection 4**, maintain runway heading until past the shoreline before commencing any turns.
- d. Pilots shall not request the use of outboard runways (06L/25R and 07R/25L) for departure unless the pilot determines that in the interest of safety use of these runways is necessary.



LAX

Rules and Regulations

Los Angeles World Airports

- e. Pilots of turboprop aircraft shall only request offset on departure in order to avoid wake turbulence, and shall not routinely request offset prior to departure.
- f. Airline maintenance managers are to ensure their personnel observe the maintenance restrictions set forth in **Subsection 6**, Maintenance Restrictions.
- g. LAX Airport Operations may monitor, if necessary, all maintenance operations, shall stop maintenance operations that are not in compliance with the maintenance restrictions set forth in **Subsection 6**, and shall stop waived maintenance checks when identified with community complaints.
- h. The LAX Airport Operations will monitor the use of all airport auxiliary power units (APUs) as set forth in **Subsection 6**. When APU violations are detected, LAX Airport Operations will contact a representative from the airline involved to advise them of the violation.
- i. The LAX Airport Operations shall stop aircraft operations that are not in compliance with the Imperial Terminal Procedures set forth in **Subsection 7**.

2. Reporting and Implementation Responsibilities

- a. ATC shall report observed pilot deviations from the Traffic and Flight Procedures contained in **Subsection 4** and from the Helicopter Operating Procedures contained in **Subsection 5** to LAX Airport Operations Noise Complaint line at 64-NOISE (646-6473).
- b. LAWA's Environmental Services Division will track aircraft operations deviating from **Subsections 3 and 4** contained herein. LAX Airport Operations will receive and record all reported and observed deviations from **Subsections 5, 6, and 7** contained herein. LAWA's Environmental Services Division will contact, as appropriate, LAWA Management, the FAA, aircraft owners, pilots, airline officials, community complainants or others concerning such deviations.
- c. The Environmental Services Division will, in cooperation with the FAA, airline and pilot user groups, and other LAWA offices prepare and, as necessary, revise the Aircraft Noise Abatement Operating Procedures and Restrictions set forth herein.



LAX

Los Angeles World Airports

Rules and Regulations

3. Runway Use Procedures

- a. **Preferential Runway Use.** During the noise sensitive hours of 2200 to 0700, ATC shall maximize use of inboard Runways 06R/24L and 07L/25R and Taxiways C and E. At all times, the inboard runways shall be preferred to the outboard runways for departures. Over-Ocean Operation Procedures shall be in effect between the hours of 0000 and 0630 as provided in **Subsection 4.**
- b. **Intersection Departures.** Intersection departures will be used only when it improves the overall efficiency of the aircraft traffic flow. The only intersections designated for intersection departures are Taxiways "E-8" and "F" when the airport is operating under west flow conditions. There are no designated intersections for departures during east traffic.

4. Traffic and Flight Procedures

Due to the prevailing winds, aircraft at LAX normally approach and depart to the west (westerly operations). When weather conditions require, operations are reversed, with aircraft arriving and departing to the east (easterly operations). Between the hours of 0000 and 0630, however, aircraft operate in accordance with the over-ocean preferential runway use procedures, approaching over the ocean toward the east and departing over the ocean toward the west (over-ocean operations). Procedures for westerly, easterly and over-ocean operations are set forth below.



LAX

Los Angeles World Airports

Rules and Regulations

WESTERLY OPERATIONS

Westerly Operation Approach Procedures: RUNWAYS 24/25 BETWEEN 0630 AND 2400 HOURS

Traffic Pattern Entry – North and Northwest Traffic. ATC will instruct all turbojet and four-engine turboprop aircraft that will make a visual approach to execute the "45 Degree Visual Approach" as depicted on current aeronautical charts.

Pilots are requested to:

- Fly outbound via the Santa Monica 068-degree radial during downwind leg until commencing turn to base leg.
- Remain at 5000 feet or above until passing LAX 009 degree radial on downwind leg.
- Start turn to base leg at or above 3500 feet. Fly base leg over or just east of the Harbor Freeway. When assigned Runways 25, cross the extended centerline of Runways 24 at or above 2500 feet. Turn final approach at or above 2000 feet, east of the Hollywood Park Racetrack.

Traffic Pattern Entry – Other Direction Traffic. As directed by ATC, remain at or above 2000 MSL until intercepting final approach course east of the Hollywood Park Racetrack.

Flight Procedures.

- It is required that large airplanes (over 12,500 pounds) approaching to land, in accordance with FAR 91.129 (e) (2), fly at an altitude at or above the ILS glide slope between the outer marker (or the point of interception with the glide slope if compliance with applicable distance from clouds criteria require interception closer in) and the middle marker.
- When weather permits, high altitude low drag minimum thrust approaches are encouraged.

Westerly Operation Departure Procedures: RUNWAYS 24/25 BETWEEN 0630 AND 2400 HOURS

Flight Procedures. ATC will vector turbojet and four-engine turboprop aircraft straight out, and only in an area bounded by bearing westward from the shoreline of 210 degrees and 270 degrees until reaching the altitudes stipulated in the paragraph below.



LAX

Los Angeles World Airports

Rules and Regulations

Except in an unusual situation, or at the specific direction of ATC, pilots will be requested to:

- Maintain runway heading until past the shoreline and reaching 4000 feet before making a right turn and 3000 feet before making a left turn. After lift-off, fly straight to shoreline prior to commencing any turns. Avoid over-flying communities to the north and south of the airport unless under the specific direction of ATC to do so. Twin engine piston and turboprop and all propeller airplanes under 12,500 pounds are exempt only from the altitude restriction.
- Pilots of civil turbojet powered airplanes should employ the takeoff and departure procedure outlined in FAA Advisory Circular 91.53A dated July 22, 1993. However, this does not imply that a reduced thrust technique cannot be used during westerly direction takeoffs.

Nighttime Departure Procedures. During the night hours commencing approximately at 2100 until 0700, all IFR jet departures will use the LAXX and Ventura departures. The Gorman and Loop departures will not be utilized during this time.

EASTERLY OPERATIONS

EASTERLY OPERATION APPROACH PROCEDURE: RUNWAYS 6/7 (WHEN WEATHER CONDITIONS REQUIRE)

Traffic Pattern Entry. As directed by ATC.

Flight Procedures.

- All aircraft shall conduct over-ocean approaches from west to east.
- The base leg for visual approaches shall be flown at least one mile west of the shoreline.

EASTERLY OPERATION DEPARTURE PROCEDURES: RUNWAYS 6/7 (WHEN WEATHER CONDITIONS REQUIRE)

Flight Procedures Pilots of civil turbojet powered airplanes should employ the takeoff and departure procedure outlined in FAA Circular 91.53A dated July 22, 1993. Use of a reduced thrust technique during easterly direction takeoffs is discouraged.

OVER-OCEAN OPERATIONS

OVER-OCEAN OPERATION APPROACH PROCEDURES



LAX

Los Angeles World Airports

Rules and Regulations

Easterly Approach Flight Procedures: RUNWAYS 6/7 BETWEEN 2400 AND 0630 HOURS

- In accordance with the flight procedures delineated above for Easterly Operation Approach Procedures.
- All landings shall be made on Runways 6R and 7L. Deviations are permitted in accordance with Subsection 1 of this Section.

Westerly Approach Flight Procedures (Due to Weather Limitations) Runways 24/25 Between 2400 and 0630 hours. In the event ATC determines that existing weather does not provide for Visual Separation between easterly arriving and westerly departing aircraft (including a ceiling of 400 feet or less above ground level at the westerly end of the airport, a tail wind component that exceeds ten knots from the west, or the runway visual range (RVR) indicates less than 2400 feet), ATC may permit all aircraft to land from east to west in accordance with the procedures delineated above for Westerly Operation Approach Procedures.

OVER-OCEAN OPERATION DEPARTURE PROCEDURES

Westerly Departure Flight Procedures: RUNWAYS 24/25 BETWEEN 2400 AND 0630 HOURS.

- In accordance with the flight procedures delineated above for Westerly Operations Departure Procedures.
- All departures shall be made on Runways 24L and 25R. Deviations are permitted in accordance with Subsection 1.a of this Section.

Easterly Departure Flight Procedures (Due to Weather Limitations): Runways 6/7 Between 2400 and 0630 hours. In the event ATC determines that existing weather provides for only easterly departure traffic flow, including a tail wind component that exceeds ten knots from the east, ATC shall only permit departures on Runways 6R and 7L. Deviations are permitted in accordance with Subsection 1.a of this Section.



LAX

Los Angeles World Airports

Rules and Regulations

5. Helicopter Operating Procedures

The following conditions apply only to helicopter operators with a valid Operating Agreement with LAWA, including a signed Letter of Agreement.

- a. All operators conducting helicopter operations at LAX shall carry a current LAX area Helicopter Route Chart and shall comply with ATC requirements and procedures pertaining to helicopter routes and altitudes within the Los Angeles Class B airspace, and with the procedures set forth herein.
- b. Helicopter operators arriving or departing the airport shall utilize the flight routes designated by the FAA for Visual Flight Rules (VFR) and Special Visual Flight Rules (SVFR) operations.
- c. During SVFR operations, helicopter operators are requested to utilize the southerly industrial route when arriving or departing the airport unless specifically instructed otherwise by ATC.
- d. In addition to using FAA designated flight routes, helicopters maintain an altitude of 2,000 feet, weather, traffic and safety permitting.
- e. Helicopter operators shall use noise abatement approach and departure flight techniques.
- f. Helicopter operators shall avoid nighttime (2200 to 0700) operations except in extreme emergency cases.
- g. All helicopter training operations are prohibited, such as: touch-and-go, stop-and-go, and low approach, except for FAA certification flights.
- h. Helicopter operators shall provide an identification symbol as prescribed by LAWA that is readily visible from the ground on each of the rotorcraft used in regularly scheduled LAX service.
- i. Prior to issuance of a helicopter operating agreement, operators are required to develop, implement, and file with the Board of Airports Commissioners a "Fly Neighborly Program" that emphasizes noise abatement and community compatibility through actions in at least the following areas:
 - i. Pilot Awareness
 - ii. Pilot Training and Flight Operations Planning



LAX

Los Angeles World Airports

Rules and Regulations

- iii. Noise Abatement Techniques
 - iv. Sensitivity to Community Concerns
 - v. Public Information/Helicopter Identification
 - vi. VFR/SVFR Approach and Departure Routes
 - vii. Hours of Operations
 - j. Fly Neighborly Programs shall be kept current and shall be re-filed with the Board of Airport Commissioners whenever revised
 - k. All helicopter-operating agreements shall be issued for a period not longer than five years and shall be reviewed on an annual basis by the Executive Director. The Executive Director shall submit a compliance report to the Board of Airport Commissioners.
- 6. Maintenance Restrictions (See Section 3 paragraph 6)**
- a. Operators unable to perform run-ups on approved leasehold run-up pads, must obtain approval and instructions from LAX Airport Operations Airside Section (310) 646-4265, prior to conducting such activity on any non-leased areas of the Airport.
 - b. The run-up of mounted aircraft engines for maintenance or test purposes on both leased and non-leased areas is prohibited between the hours of 2300-0600 unless waived on a case by case basis by the Executive Director or his/her designee, as provided below:
 - i. The engine(s) will be run in a sound suppression unit that will reduce the sound level at the Airport perimeter to 8dB in A-weighted sound level or less above the ambient background level in surrounding residential areas at the time the run-up is conducted.
 - ii. A single engine will not be operated to exceed idle power at each leasehold area. If more than one engine is to be checked, each engine must be checked separately.
 - iii. Auxiliary power units are only operated for maintenance and preflight checks.

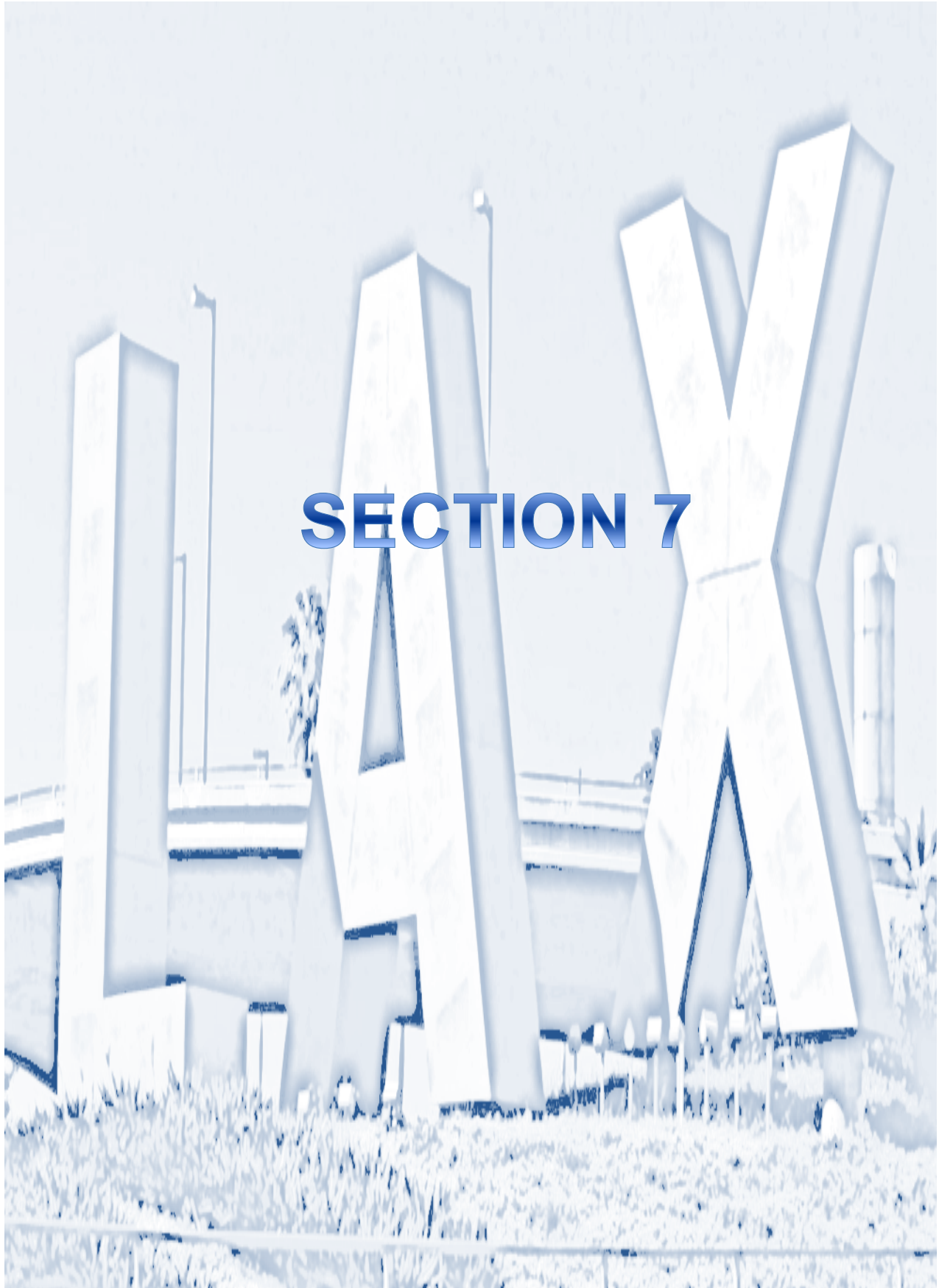


- c. Idle engine checks, run-ups and auxiliary power units are to be operated at minimum time required to accomplish the necessary maintenance or preflight check.
- d. Maintenance or test running of jet engines not mounted on an aircraft is prohibited unless performed in a test cell of adequate design. Said cell shall meet noise level criteria at a measurement distance of 250 feet from the center thereof, as follows:

<u>Octave Band</u> Mid-Band Frequency, Hz	<u>Sound Pressure Level</u> dB re: 20 uPa
31.5	86
63	82
125	77
250	73
500	71
1000	69
2000	67
4000	65
8000	59

7. Imperial Terminal Procedures

- a. All turboprop powered aircraft over 65,000 pounds maximum gross landing weight or turbojet powered aircraft (regardless of weight) arriving at the Imperial Terminal will taxi to a position on Taxiway A adjacent to the terminal ramp. At this point, engines will be shut down and the aircraft towed into its assigned parking position.
- b. All turboprop powered aircraft over 65,000 pounds maximum gross landing weight or turbojet powered aircraft (regardless of weight) departing the Imperial Terminal will be towed to a position on Taxiway "A" adjacent to the terminal ramp and positioned facing east or west on Taxiway A prior to starting engines.
- c. Jet engine runs and run-ups, and turbine-based ground power units are prohibited on the ramp and auxiliary power units may only be operated when required during tow-in or departure.



SECTION 7

NON-EXCLUSIVE AIR CARRIER OPERATING PERMIT

BETWEEN

THE CITY OF LOS ANGELES

AND

A PERMITTED CARRIER

COVERING THE USE OF LANDING FACILITIES

FOR AIR CARRIER AIRCRAFT OPERATIONS

AT

LOS ANGELES INTERNATIONAL AIRPORT

TABLE OF CONTENTS

<u>Section</u>	<u>Heading</u>	<u>Page</u>
--	Recitals	1
1	Term	2
2	Definitions	2
3	Airport Operating Rights	4
	3.1 Airfield	4
	3.2 Designated Areas and Gates	4
	3.3 United States Customs Facility	4
	3.4 Designated Aircraft	4
	3.5 Cargo Carriers	5
	3.6 Fuels and Lubricants	5
	3.7 Repairs and Maintenance	5
	3.8 Other Uses of Airport	5
	3.9 Covenant of Non-Interference	5
	3.10 Construction, Alteration and Improvement	5
	3.11 Agreements to Provide Services	5
4	Fees	6
	4.1 Fees	6
	4.2 Notice of Proposed Fees	6
	4.3 Adjustments	6
	4.4 Right to Contest	6
5	Payment and Reporting Requirements	7
	5.1 Payment Procedures	7
	5.2 Faithful Performance Guarantee	8
	5.3 Other Record Keeping Requirements	9
6	Rules and Regulations	10
7	Airport and Airfield Security, Gates and Civil Penalties	11
8	Noise Standards	12
9	Maintenance of Aprons, Ramps and Gate Positions	12
10	Ingress, Egress and Purchase of Supplies	13
11	Open and Operational Airport	13

TABLE OF CONTENTS

<u>Section</u>	<u>Heading</u>	<u>Page</u>
12	Hazardous and Other Regulated Substances	13
13	Signs and Advertisements	15
14	Taxes, Charges and License Fees	15
15	Insurance	16
16	Nondiscrimination, Equal Employment Practices and Affirmative Action Program	18
17	Living Wage Ordinance and Service Contractor Worker Retention Ordinance	20
18	Child Support Orders	22
19	First Source Hiring Program for Airport Employers	22
20	City Held Harmless	22
21	Default and Right of Termination	23
22	Cross Default	24
23	Assignments and Encumbrances	24
24	Surrender of Possession	24
25	Payments and Notices	25
26	Waiver	25
27	Agent for Service of Process	25
28	Attorneys' Fees	26
29	City's Right to Contract with Others Regarding Permit Rights	26
30	Miscellaneous Provisions	26
--	Signatures	29

Exhibits

Exhibit A	Insurance Requirements
Exhibit B	Equal Employment Practices
Exhibit C	Affirmative Action Program
Exhibit D	Living Wage Ordinance
Exhibit E	Service Contractor Worker Retention Ordinance
Exhibit F	Child Support Assignment Orders Ordinance
Exhibit G	First Source Hiring



NON-EXCLUSIVE AIR CARRIER OPERATING PERMIT
BETWEEN THE CITY OF LOS ANGELES AND

[PROPOSED CARRIER]

A PERMITTED CARRIER,
COVERING THE OPERATIONS AND USE OF LANDING FACILITIES
FOR AIR CARRIER OPERATIONS
AT LOS ANGELES INTERNATIONAL AIRPORT

This NON-EXCLUSIVE AIR CARRIER OPERATING PERMIT (the "Permit"), is made and entered into this ____ day of _____, 20____, by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by order of and through its Board of Airport Commissioners (the "Board"), and **[PROPOSED CARRIER]** ("Permittee").

RECITALS

WHEREAS, City is the owner of Los Angeles International Airport ("Airport") and operates the same for the promotion, accommodation and development of air commerce and transportation;

WHEREAS, Permittee engages in the air transportation business between City and various destinations as an air carrier, certificated by the FAA and holding a current FAA certificate to transport air passengers or property for hire, desires to use Airport landing facilities in connection therewith, and therefore desires to enter into this Permit with City;

WHEREAS, Permittee has made or will undertake to make separate arrangements with City for the leasing, subleasing, temporary hiring or occupancy of office space and other facilities necessary for the ticketing and baggage handling of its passengers, for cargo operations, for maintenance functions, or other functions in connection with its air transportation business;

WHEREAS, City periodically must undertake major capital expansion programs at those airports which it owns, operates and/or controls due to the introduction of new and larger aircraft by various air carriers and an increase in the use of air transportation by the traveling public;

WHEREAS, it is anticipated that City will, from time to time, be required to incur debt to finance the above-mentioned expansion programs for the continued promotion and accommodation of air commerce, air navigation, air transportation and aviation including, but not limited to, the construction of new passenger and cargo terminal facilities, airfield facilities and land acquisition at airports owned, operated or controlled by City; and

WHEREAS, periodic adjustments in the fees, rates and charges paid to City may be necessary.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter

contained to be kept and performed by the respective parties hereto, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

Section 1. Term. The term of this Permit shall commence on the date this Permit is executed by City and Permittee, which date is on the first page of this Permit (“**Execution Date**”), and terminate no later than midnight on June 30, 2022, subject, however, to termination with or without cause by either party upon thirty (30) days advance written notice and to such earlier termination as herein provided. City shall have the sole option to extend the term of this Permit by exercising one (1) ten-year extension of this Permit at the sole discretion of the Executive Director, subject to Board approval, subject, however, to termination with or without cause by either party upon thirty (30) days advance written notice and to such earlier termination as herein provided.

Section 2. Definitions.

2.1. Air Carrier. Any person, or persons, including corporations, that undertakes, whether directly or indirectly or by lease or any other arrangement, to engage in air commerce, that is certificated by the FAA, and that holds a current FAA certificate to transport air passengers or property for hire.

2.2. Aircraft. Any heavier-than-air fixed or rotary wing vehicle used or designed for flight.

2.3. Aircraft Apron. The part of the ramp area immediately adjacent to the terminal that is used for maneuvering to and from active taxiways.

2.4. Aircraft Movement Area. The areas provided for the landing, takeoff and taxiing of Aircraft, including all runways, taxiways, ramps and Aircraft Apron.

2.5. Airport Operations Area. Areas and facilities provided for the landing, takeoff and taxiing of aircraft, including the Aircraft Movement Area, aircraft parking areas, areas required for approach and clear zones, airfield access and related roadways, and aviation easements and other related support facilities (i.e., lighting, navigational aids, etc.).

2.6. Airport Certification Manual. A manual approved by the FAA which includes operating procedures, facilities and equipment descriptions, responsibility assignments, and other information needed by Airport personnel with respect to the operations of Airport.

2.7. CFR. The Code of Federal Regulations.

2.8. City Attorney. The Los Angeles Office of the City Attorney.

2.9. Code. The Los Angeles Administrative Code, as amended, and the rules and regulations promulgated thereunder.

2.10. Day(s) and Business Day(s). The term “day(s)” shall refer to calendar days, however the term “business day(s)” shall mean all days except Saturdays and Sundays and designated official City holidays.

2.11. DOT. The United States Department of Transportation or its successor agency.

2.12. EITC. The United States Federal Earned Income Tax Credit.

2.13. Executive Director. The Executive Director of LAWA.

2.14. FAA. The Federal Aviation Administration or its successor agency.

2.15. Fees. Fees, rates and charges that include, but are not limited to, Landing Fees, Aircraft Parking Fees, Custom Facility Fees, Passenger Facility Charges, and Ramp, Apron and Remote Area Fees.

2.16. Ferry Landing. Landings of Aircraft without revenue passengers and/or cargo on board, operated by an Air Carrier other than a non-scheduled or on-demand air taxi operator, at an airport owned or operated by City for the purpose of positioning Aircraft to enplane passengers and/or cargo for originating a flight.

2.17. LAWA. Los Angeles World Airports, also known as the Department of Airports of City.

2.18. Maximum Gross Landing Weight. The FAA Certificated Maximum Gross Landing Weight or actual gross landing weight of Aircraft if no such specification exists. In computing fees prescribed herein, except for Aircraft weighing less than 25,000 pounds, 500 pounds or any larger part of 1,000 pounds shall be counted as if a whole 1,000 pounds and any smaller part shall be disregarded.

2.19. Ordinance. Ordinances adopted by the Los Angeles City Council.

2.20. Public Aircraft Parking Areas. Those areas which are designated by the Executive Director or his or her designee and available in common with other Air Carriers for the parking of Aircraft; subject, however, to changes therein at the discretion of the Executive Director or his or her designee at any time.

2.21. Revenue Landing. Each landing of an Aircraft at Airport, except (i) landing of an Aircraft that departs from Airport and returns, without having landed at another airport, for meteorological, mechanical, safety or any other emergency purpose, (ii) the landing of Aircraft during training flights; (iii) the landing of Aircraft during maintenance test flights, or (iv) Ferry Landings.

2.22. Rules and Regulations. For purposes of this Permit, references to "rules and regulations" shall include but are not limited to the “Rules and Regulations Manual for Los Angeles International Airport (LAX)” (available on LAWA Website at www.lawa.org/airports/rules.cfm) as may be amended from time to time (the “LAX Rules and”

_____”), the exclusive area agreement(s), tenant security agreement(s), the Airport’s security program, and Airport Certification Manual.

2.23. SIDA. Security Identification Display Areas.

2.24. Tariff. The Los Angeles International Airport Passenger Terminal Tariff, as may be amended from time to time.

2.25. TSA. The United States Department of Homeland Security Transportation Security Administration, or its successor agency.

2.26. UTC. The Los Angeles International Airport Use Terms and Conditions, as may be amended from time to time.

Section 3. Airport Operating Rights.

3.1. Airfield. Permittee shall have the right to use, in common with others, the Aircraft Movement Areas for the purpose of the landing and taking off of Aircraft, and the parking of its Aircraft in the Public Aircraft Parking Areas, if applicable.

3.2. Designated Areas and Gates.

3.2.1. If Permittee is an Air Carrier of passengers, such Permittee shall have the right to use, in common with others, for the accommodation of its passengers, the public waiting rooms, restrooms and other common use and public space areas as may be designated by City pursuant to the Tariff or Permittee’s lease, permit or City-approved sublease. The Tariff or Permittee’s lease, permit or City-approved sublease, shall also give such Permittee the non-exclusive right to use, in common with others, such gate position or positions as the Executive Director shall from time to time direct for the loading and unloading of passengers.

3.2.2. Permittee must, at its expense, provide adequate space and other facilities for the ticketing of its passengers, the handling of its passengers’ baggage, and the storage of Permittee’s equipment. For this purpose, if applicable, Permittee shall either use such required space pursuant to the Tariff or enter into a lease or permit with City or secure a City-approved sublease for the space so required by it in the terminal building and to pay the appropriate fees, including maintenance and operation expenses, therefore. In addition, Permittee must conform to the requirements set by the TSA for the security screening of passengers and baggage.

3.3. United States Customs Facility. City grants to Permittee a non-exclusive license to use the United States Customs and Border Protection Federal Inspection Services facility (the “Customs Facility”) located in the International Airport Center located at 11099 South La Cienega Boulevard, Los Angeles, California 90045 for the processing of cargo and packages through United States Customs and Border Protection in accordance with the rules, regulations and procedures established by the Federal Government and City.

3.4. Designated Aircraft. Permittee shall only utilize at Airport those Aircraft which are

identified and listed on Permittee's Operations Specifications, Section D73, with the DOT.

3.5. Cargo Carriers. Permittee, if an Air Carrier of cargo, shall have the right to use only those facilities at Airport suitable for cargo operations as may be designated by the Executive Director or his or her designee. Permittee agrees to use any space required by Permittee pursuant to the UTC or the Tariff, or to enter into a lease or permit with City or secure a City-approved sublease or handling agreement for the space required by Permittee.

3.6. Fuels and Lubricants. Permittee shall procure all aviation fuels and lubricants which are to be delivered to its Aircraft on Airport only from (i) oil companies and fuel suppliers authorized by City to transact business on Airport or (ii) into-plane fueling companies authorized to transact such business on Airport.

3.7. Repairs and Maintenance. Permittee may perform only routine repair or maintenance work on its Aircraft while said Aircraft is parked upon any apron or gate position(s) including the customary fueling and servicing of Aircraft preparatory to loading and take-off or immediately following landing and unloading. All non-routine repair, maintenance and overhaul work shall be performed at the location authorized by City to render such service on Airport.

3.8. Other Uses of Airport. Permittee shall not use Airport, or any portion thereof, for any purpose other than that hereinabove set forth without first having had and obtained the written consent of the Executive Director or his or her designee.

3.9. Covenant of Non-Interference. Permittee shall conduct its operations in, on or about Airport in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all activities which interfere unreasonably with the use of other premises at or near Airport, including, but not limited to, the emanation of noise, vibration, movements of air, fumes and odors.

3.10. Construction, Alteration and Improvement. Prior to any construction, alteration and/or improvement or signage additions /modifications to or on any City property, Permittee shall obtain prior written approval from the Executive Director or his or her designee.

3.11. Agreement to Provide Services. Permittee understands that all companies doing business on Airport property, including Air Carriers providing service to other companies, must enter into an agreement with City to provide such services at Airport. Permittee shall not conduct a separate business on or about Airport, nor shall it offer, supply, sell or give away, whether singly or in conjunction with its air transportation business, any service or commodity other than (i) customary food and beverages offered in the course of flight or (ii) as otherwise permitted under a lease or other agreement between City and Permittee. If Permittee does provide a service or commodity on Airport property to other companies or Air Carriers, Permittee agrees to enter into an agreement with City which covers the service or commodity provided by Permittee. Additionally, prior to the receipt of any services from a company or Air Carrier on Airport property, Permittee shall verify that said company or Air Carrier has entered into an agreement with City to provide said service.

Section 4. Fees.

4.1. Fees.

4.1.1. Landing Fees. At such times and in such manner as provided by resolution of the Board, Permittee shall pay a fee to City for each Revenue Landing of an Aircraft operated by Permittee (the "Landing Fee").

4.1.2. Aircraft Parking Fees. At such times and in such manner as provided by resolution of the Board, Permittee shall pay a fee to City for use of the Public Aircraft Parking Areas (the "Aircraft Parking Fee").

4.1.3. Airfield Bussing Fees. At such times and in such manner as provided by resolution of the Board, Permittee shall pay a fee to City for use of the airfield bussing services (the "Airfield Bussing Fee").

4.1.4. Ramp, Apron and Remote Area Fees. At such times and in such manner as provided by resolution of the Board, Permittee shall pay fees to City for the use of the ramp, apron and remote areas (the "Ramp, Apron and Remote Area Fee").

4.1.5. Customs Facility Fees. At such times and in such manner as provided by resolution of the Board, Permittee shall pay a fee to City for the use of the Customs Facility (the "Customs Facility Fee"). The Customs Facility Fee shall be based on City's costs for rent and maintenance and operation expenses of the Customs Facility, and a fifteen percent (15%) administrative charge, and shall be based on the total number of entries made during each month by Air Carriers as reported by the United States Customs and Border Protection agency, or successor agency.

4.1.6. Rates Set By Board. The (i) Landing Fee rate; (ii) Aircraft Parking Fee rate, (iii) Airfield Bussing Fee rate, (iv) Ramp, Apron and Remote Area Fee rate, and (v) the Customs Facility Fee rate, shall be set periodically by the Board by resolution and Permittee agrees to pay said Fees when applicable to its operations, as set forth in Section 4 and Section 5.

4.2. Notice of Proposed Fees. For new or revised Fees proposed by City, City shall furnish Permittee with notice of such new or revised Fees and shall consult with Permittee prior to adopting such new or revised Fees. Permittee may submit written comments on the proposed new or revised Fees to the Executive Director or his or her designee within thirty (30) days following receipt thereof by Permittee. The Board shall give due consideration to such written comments of Permittee when finalizing any new Fees. Fees will be set pursuant to a methodology consistent with the FAA's policy on rates and charges.

4.3. Adjustments. City, upon notice and consultation, may adjust the Landing Fees up to two (2) times each fiscal year.

4.4. Right to Contest. Nothing in this Permit shall prevent Permittee from contesting the validity and/or applicability of City's Fees. During the period of any such contest, however,

unless and until relieved of the duty by order of a court of competent jurisdiction or by the Secretary of the DOT, Permittee shall pay City all such Fees, but may indicate that payment is being made under protest.

Section 5. Payment and Reporting Requirements.

5.1. Payment Procedures.

5.1.1. Submission of Monthly Reports. Permittee shall furnish to City on or before the tenth (10th) day of each month, without demand or invoice, an accurate report (the "Monthly Reports") of Permittee's operations at Airport during the preceding month, setting forth all data necessary to calculate the Landing Fee, Aircraft Parking Fee, Ramp, Apron and Remote Area Fee, and other related charges due under this Permit, including: (i) the number of domestic and international Revenue Landings by type of Aircraft and tail number, the Maximum Gross Landing Weight for each type of Aircraft, and the total landed weight of Revenue Landings and non-revenue landings; (ii) the number of domestic and international enplaned and deplaned revenue passengers, and (iii) the amounts in pounds of domestic and international cargo, freight, and mail enplaned and deplaned. Statistical information supplied shall include such similar information for flights of other Air Carriers ground-handled or otherwise accommodated by Permittee.

5.1.2. Payment.

5.1.2.1. Landing Fees. Permittee shall calculate the Landing Fees due to City by multiplying the total Maximum Gross Landing Weight in thousand pounds of Permittee's Revenue Landings by the applicable Landing Fee rate in effect at the time of the Aircraft operations. Permittee shall submit to City the Landing Fees with its Monthly Reports, plus any incurred Aircraft Parking Fees and any other Fees due City, for the prior month's operations based on the prior month's Monthly Reports. Such amounts due to City shall be payable by the twentieth (20th) day of each month for the prior month's landings.

5.1.2.2. Activities of Aircraft at Airport operated by a third party Air Carrier on behalf of Permittee must be included in such third party Air Carrier's Monthly Reports and paid for by such third party Air Carrier. Such third party Air Carrier must have a valid Air Carrier operating permit issued by Airport prior to operating any flights on behalf of Permittee.

5.1.3. Late Fee for Monthly Reports. If Permittee fails to furnish City with the Monthly Reports as required per Section 5.1.1, Permittee shall pay City a late fee in an amount equal to (i) One Hundred Dollars (\$100.00) plus (ii) 0.5 percent of the previous month's Landing Fees. Any adjustment in the Landing Fees so computed shall be calculated only after accurate Monthly Reports are delivered to City. Adjustments for overpayments or deficiencies shall be reflected in an invoice.

5.1.4. Liquidated Damages for Delinquent Payment.

5.1.4.1. Without waiving any rights available under this Permit or by law, in the event of late or delinquent payment of Fees, Permittee recognizes that City will incur certain expenses, the amount of which is difficult to ascertain. Therefore, in addition to the payments owing, Permittee agrees to pay liquidated damages as set for below to compensate City for all expenses and/or damages and loss resulting from said late or delinquent payments of Fees by Permittee.

5.1.4.2. The liquidated damages for late or delinquent payments of Fees shall be ten percent (10%) per annum, or that percent per annum equal to the federal funds rate on the twenty-fifth (25th) day of the preceding January as established by the Federal Reserve Bank of San Francisco plus four and one-half percent (4-1/2%), whichever is greater, on the balance of the unpaid late delinquent amount calculated from the date of the delinquency until the close of business day upon which the delinquent payment is received by City.

5.1.5. Verification. The acceptance by City of any payment made by Permittee shall not preclude City from verifying the accuracy of Permittee's Monthly Reports or from recovering any deficiencies in payment arising from incorrect reporting by Permittee. Any deficiencies found through verification as a result of incorrect reporting will be payable by the tenth (10th) day after invoicing.

5.2. Faithful Performance Guarantee.

5.2.1. Initial Performance Guarantee. It shall be a condition to the effectiveness of this Permit that, before the Execution Date, Permittee shall have delivered a security deposit (the "Faithful Performance Guarantee") to City at the following address:

Los Angeles World Airports
Attn: Accounting/Revenue FPG Administrator
P.O. Box 92216
Los Angeles, CA 90009-2216

Or by courier to:

Los Angeles World Airports
Attn: Accounting/Revenue FPG Administrator
6053 W. Century Blvd. 5th Floor
Los Angeles, CA 90045

The initial amount of the Faithful Performance Guarantee shall be Ten Thousand Dollars (\$10,000) or three (3) times the estimated monthly Landing Fees for Permittee, whichever is greater, as determined by the Executive Director or his or her designee. The Faithful Performance Guarantee may only be in the form of irrevocable bank letter of credit issued by a bank satisfactory to City. Any irrevocable bank letter of credit shall be self-renewing annually (but subject to termination as of any renewal date upon not less than 60 days' prior notice to City, in accordance with Section 25) and shall otherwise be in such form as may be approved by the City Attorney.

5.2.2. Increases to Faithful Performance Guarantee. Whenever under the terms of the Faithful Performance Guarantee (FPG) Management Policy, as may be amended from time to time, it is determined that there needs to be an increase to Permittee's Faithful Performance Guarantee, Permittee will, within 30 days of the delivery by City of a notice requiring that the Faithful Performance Guarantee be increased, deliver a new Faithful Performance Guarantee at the address specified in Section 5.2.1 (or such other address as City may from time to time specify for the purpose of this Section 5.2.2) in the amount as specified in such City notice. Upon the application by City of any portion of the Faithful Performance Guarantee under the terms of Section 21.2, Permittee will immediately deliver a new Faithful Performance Guarantee to City in the amount of the Faithful Performance Guarantee immediately before the application.

5.2.3. Purpose; Return. The Faithful Performance Guarantee shall be held by City as security for the faithful performance by Permittee of all the terms, provisions, and covenants to be performed by Permittee under this Permit, including the payment of Landing Fees, Aircraft Parking Fees, Custom Facility Fees, Ramp, Apron and Remote Area Fees, and all other additional charges. Upon the expiration or earlier termination of the Term, and if Permittee has satisfied all of its obligations to City under this Permit, City will return the Faithful Performance Guarantee to Permittee not later than sixty (60) days following such expiration or earlier termination.

5.3. Other Record Keeping Requirements.

5.3.1. Maintenance of Books and Records.

5.3.1.1. Permittee shall, at all times during the term of this Permit, maintain and keep for the time period described in Section 5.3.2.1, books, ledgers, accounts or other records wherein are kept all entries accurately reflecting the total number of landings of its Aircraft at Airport (and identifying which landings are Revenue Landings and Ferry Landings), and the Maximum Gross Landing Weight of each such Aircraft. In addition, Permittee shall keep and maintain at Airport a daily log of all Aircraft landings of its Aircraft to and from Airport, showing the make, type (including model designation), Maximum Gross Landing Weight, arrival and departure time (local time) of each such Aircraft; and daily parking showing the designated area, and time parked.

5.3.1.2. Permittee shall maintain a copy of the appropriate page of the current FAA-approved flight manual showing the Maximum Gross Landing Weight for each type of Aircraft operated by Permittee at Airport.

5.3.2. Audit.

5.3.2.1. The Executive Director or his or her designee may from time to time examine, audit and copy any and all of Permittee's books, logs, records, reports and accounts of its business authorized herein to be conducted and reasonably related to this Permit. Said books, logs, records, reports and accounts shall be retained by Permittee until the information therein has been audited or examined by City and the

results of said audit or examination have been agreed to by both parties, or for six (6) years, whichever occurs first.

5.3.2.2. Required records shall be maintained at a location within Los Angeles County and shall be made available to the Executive Director or his or her designee during reasonable business hours. Permittee may elect to maintain required records at a location outside Los Angeles County, however, in doing so Permittee accepts responsibility for reimbursing City for all reasonable travel and incidental expenses incurred in connection with an audit of said books, records, reports and accounts, unless Permittee is able to make such books, records, reports and accounts available to the Executive Director or his or her designee at a location in Los Angeles County at a time convenient for the Executive Director or his or her designee.

5.3.2.3. It is agreed that examination of books, logs, records, reports and accounts of Permittee will be made in accordance with generally accepted auditing standards applicable in the circumstances and that as such, said examinations do not require a detailed audit of all transactions. Testing and sampling methods may be used in verifying reports submitted by Permittee. Deficiencies ascertained by the use of such testing and sampling methods by applying the percentages of error obtained from such testing and sampling to the entire period of reporting under examination will be binding on Permittee and to that end shall be admissible in court to prove any amounts due City from Permittee, provided, however, this shall not prevent Permittee from producing all actual records and figures in court to rebut the sampling method. In the event any deficiency in the amount of five percent (5%) or greater of the compensation payable to City hereunder is ascertained, Permittee agrees to pay City for the entire cost of the audit as well as any other deficiencies, payments and liquidated damages due under this or any other provision of this Permit within ten (10) days of receipt of City's invoice.

Section 6. Rules and Regulations.

6.1. Permittee shall be responsible for complying with any and all present and/or future rules and regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local government authority, including, but not limited to, (i) City's noise regulations and any and all future noise regulations, and (ii) laws regarding services, facilities and accommodations for disabled persons.

6.2. Permittee shall be responsible for complying with any and all orders, directives, or conditions issued, given or imposed by the Executive Director or the Board, including, but not limited to, use of the roadways, driveways, curbs, sidewalks, parking areas, runways, terminals and taxiways in about Airport, which are now in force or which may be hereafter adopted by the Board and/or the Executive Director with respect to the operation of Airport, applicable to Permittee.

6.3. Permittee shall, to the extent permitted by law, comply with the applicable provisions of the LAX Rules and Regulations. The terms of the LAX Rules and Regulations shall be incorporated by reference and made a material term of this Permit. Permittee agrees to be

subject to any penalties prescribed in the LAX Rules and Regulations.

6.4. Pursuant to 14 CFR Section 382.95, Permittee, as a carrier, must promptly provide or ensure the provision of assistance requested by or on behalf of passengers with a disability, in enplaning and deplaning. This assistance must include, as needed, the services of personnel and the use of ground wheelchairs, accessible motorized carts, boarding wheelchairs, and/or on-board wheelchairs where provided in accordance with 14 CFR Part 382, and ramps or mechanical lifts. Permittee must also, as a carrier, except as otherwise provided in 14 CFR Part 382, provide boarding and deplaning assistance through the use of lifts or ramps at Airport where boarding and deplaning by level-entry loading bridges or accessible passenger lounges is not available. Permittee also shall ensure that all lifts and other accessibility equipment are maintained in proper working condition.

6.5. Permittee shall be responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and/or conditions.

6.6. Nothing herein contained shall be deemed to impair Permittee's right to contest, under federal, state or local law, any such rules, regulations, orders, restrictions, directives or conditions or the reasonableness thereof.

Section 7. Airport and Airfield Security, Gates and Civil Penalties

7.1. Permittee shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, airport security agreements, and/or orders of any federal, state, and/or local governmental entity regarding airfield security. Permittee shall be responsible for the gates and doors controlled and/or used by Permittee. Permittee shall comply fully with applicable provisions of the TSA Regulations 49 CFR Part 1500 through 1550, as may be amended from time to time, or any successor statutes, including the establishment and implementation of procedures acceptable to the Executive Director or his or her designee to control access to air operation areas in accordance with the Airport's security program required by 49 CFR Part 1542, as may be amended from time to time, or any successor statute. Further, Permittee shall exercise security responsibility pursuant to Permittee's TSA approved Aircraft Operator Standard Security Program used in accordance with 49 CFR Part 1544, as may be amended from time to time, or any successor statute.

7.2. Permittee shall be responsible for requesting City to issue identification ("ID") badges to all its employees who are authorized access to SIDA on Airport, designated in the Airport's security program and shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Permittee or upon termination of this Permit. Each of Permittee's employees must complete the TSA-mandated training program before an ID badge is issued. Each of Permittee's employees shall pay, or cause to be paid, to City, such nondiscriminatory charges as may be established from time to time for new, renewed, lost or stolen ID badges and those not returned to City in accordance with this section, as well as any fines. City shall have the right to require Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such ID badges, which shall

include the fingerprinting of employee applicants for such badges. City shall have the right to audit Permittee's compliance with security and ID badge rules and regulations.

7.3. In addition to the foregoing, gates and doors used or controlled by Permittee which permit entry into restricted areas at Airport shall be kept locked by Permittee at all times when not in use. When a door must remain open for operational reasons it is Permittee's responsibility to maintain constant security surveillance. Gate or door malfunctions which permit unauthorized entry into restricted areas shall be reported to LAWA's Construction and Maintenance and Airport Police without delay and shall be maintained under constant surveillance by Permittee until turned over to Airport Police.

7.4. Permittee shall cooperate with City to maintain and improve Airport security, and shall cooperate in investigations of violations of state and local laws, ordinances, and rules and regulations, of any federal, state and/or local governmental entity regarding airport and airfield security. Permittee shall provide necessary assistance to, and cooperate with, City in case of any emergency. Permittee shall, upon request, provide City relevant information which will enable City to provide efficient and effective management in response to any airport or airfield emergency.

7.5. All civil penalties levied by the TSA for violation of TSA regulations pertaining to security gates or doors used or controlled by Permittee shall be the sole responsibility of Permittee. Permittee agrees to indemnify City for any federal civil penalty amounts City must pay due to any security violation arising from a breach of any obligation imposed by Sections 7.1-7.4 and 7.7. Permittee is responsible for City's attorneys' fees and costs in connection with any violation by Permittee of TSA regulations.

7.6. Permittee shall also be responsible for any civil and/or criminal penalties assessed of its failure to comply with the provisions of Sections 7.1-7.4, and 7.7.

7.7. Permittee shall be responsible for obtaining a LAWA-issued motor vehicle operating permit and ensuring that all operators of motor vehicles operated on its behalf possess current, valid and appropriate California or other state or international driver's license, as well as a current and valid Airport ID badge with an icon for "restricted area driver" access issued by City.

7.8. Permittee shall not store or park equipment at Airport other than in areas that Permittee leases, subleases, or uses pursuant to a lease with City, a City-approved sublease, the Tariff or the UTC. Permittee may be required to pay City such nondiscriminatory permit fees as may be established from time to time for the use of equipment on the ramp and apron at Airport.

Section 8. Noise Standards. No jet Aircraft shall operate into or out of Airport unless such Aircraft is Stage 3 compliant as set forth by FAA.

Section 9. Maintenance of Aprons, Ramps and Gate Positions. Permittee shall require its personnel and employees to maintain and keep those portions of the apron(s), ramp(s) and gate position(s) used by it in the loading and unloading of passengers or cargo in a neat, clean and orderly condition, free from food, litter, debris, refuse, liquids, petroleum products or

grease that may accumulate thereon as a result of the use of said areas by Permittee, its passengers or cargo, or the servicing of its Aircraft thereon by its personnel, employees or contractors.

Section 10. Ingress, Egress and Purchase of Supplies.

10.1. Permittee shall, subject to approval or regulation by City, have the right to use the (i) roads, (ii) ways and (iii) public areas of Airport, including the public facilities used in connection therewith for its (a) agents, (b) servants or employees, (c) passengers, (d) patrons, (v) invitees, (e) cargo, (f) suppliers of materials, (g) furnishers of services, and (h) equipment, vehicles and machinery, necessary or required for the performance of its air transportation business, for ingress to and egress from any premises it might occupy or use pursuant to the Tariff or an agreement between City and Permittee, or pursuant to any agreement between Permittee and any other tenant occupying space in any building at Airport, which agreement must be approved by City.

10.2. Nothing contained herein shall be construed to limit the right of the Executive Director or his or her designee to require Permittee, or its suppliers or service companies, to obtain an operating permit from LAWA for motor vehicles traveling on the Airport Operations Area.

10.3. Nothing in this section shall be construed as in any way limiting the general powers of City to fully exercise its governmental functions or to be a grant of any franchise, license, permit or consent to Permittee to operate motor coaches, buses, taxicabs or other vehicles carrying persons or property for hire or consideration over the public streets of City, or the roads, ways or public areas of Airport.

10.4. Permittee is solely responsible for the quality of any services, goods and/or supplies that it obtains at the Airport from vendors, service providers, other Air Carriers, and contractors.

Section 11. Open and Operational Airport.

City shall use its best efforts to keep Airport open and in operation for landings and take-offs of Aircraft. In such regard, City shall employ or cause to be employed construction, reconstruction and repair techniques, which will minimize Airport operational delays, or disruption reasonably expected to result from such construction, reconstruction or repair.

Section 12. Hazardous and Other Regulated Substances.

12.1. Definition of “hazardous substance(s).” For the purposes of this Permit, “hazardous substances” means:

12.1.1. Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

12.1.2. Any substance which is or becomes defined as a hazardous waste, extremely

hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 *et seq.*) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*); or

12.1.3. Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, City, or any political subdivision of any of them; or

12.1.4. Any substance the presence of which on City property causes or threatens to cause a nuisance upon City property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about City property; or

12.1.5. Any substance the presence of which on adjacent properties could constitute a trespass by Permittee; or

12.1.6. Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs), asbestos, urea formaldehyde or radon gases.

12.2. Environmental Indemnity. Except for conditions existing prior to the original occupancy of City property by Permittee or by Permittee's predecessors in interest, and except for conditions caused by hazardous substances flowing or leaking from adjoining property, Permittee agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing, and/or disposal of hazardous substances, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on City property on the user of the land, or on the user of the improvements. Permittee agrees that any claims, damages, penalties, or fines asserted against or levied on City and/or the Permittee as a result of noncompliance with any of the provisions in this section shall be the sole responsibility of the Permittee and that Permittee shall indemnify and hold City harmless from all such claims, damages, penalties, or fines. Further, City may, at its option, pay such claims, damages, penalties, or fines resulting from Permittee's non-compliance with any of the terms of this Section, and Permittee shall indemnify and reimburse City for any such payments.

12.3. Except for conditions existing prior to the original occupancy of City property by Permittee or Permittee's predecessors in interest, in the case of any hazardous substance spill, leak, discharge, release or improper storage on City property or contamination of City property by any person, Permittee agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any spill, leakage, discharge, release or contamination. In the case of any hazardous substance spill, leak, discharge, release or contamination by Permittee or its employees, servants, agents, contractors, or subcontractors on City property or as

may be discharged or released in, on or under adjacent property which affects other property of City or its tenants, Permittee agrees to make or cause to be made any necessary corrective actions to clean up and remove any such spill, leakage, discharge, release or contamination. If Permittee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by City shall be at Permittee's sole cost and expense and Permittee shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, cleanup, or corrective action it takes.

12.4. If Permittee installs or uses already installed underground storage tanks, above-ground storage tanks, pipelines, or other improvements on City property for the storage, distribution, use, treatment, or disposal of any hazardous substances, Permittee agrees, upon the expiration and/or termination of this Permit, to remove and/or clean up, at the sole option of the Executive Director, the above-referred-to improvements. Said removal and/or cleanup shall be at the Permittee's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state, and local laws and regulations, as well as with the reasonable directions of the Executive Director.

12.5. Permittee's Provision to City of Environmental Documents. Permittee shall promptly supply City with complete and legible copies of all notices, reports, correspondence, and other documents sent by Permittee to or received by Permittee from any governmental entity regarding any hazardous substance. Such written materials include, without limitation, all documents relating to any threatened or actual hazardous substance spill, leak, or discharge, or to any investigations into or clean up of any actual or threatened hazardous substance spill, leak, or discharge including all test results.

12.6. Survival of Obligations. This section and the obligations herein shall survive the expiration or earlier termination of this Permit.

Section 13. Signs and Advertisements.

13.1. Permittee shall not erect or maintain any sign in, on or about Airport without the prior written consent of the Executive Director, which consent may be withheld at the discretion of the Executive Director and shall be subject to the Airport Sign Policy and the LAX Tenant Sign Standards in the LAX Rules and Regulations.

13.2. Permittee shall not, at any time, under any circumstances, install, place or maintain any type of advertising on Airport unless it is pursuant to Airport's advertising program.

13.3. Noncompliance by Permittee with this provision shall result following a three (3) day written notice by City to Permittee, in City's right to remove said unauthorized signs, advertising or other written materials and to store same at Permittee's expense.

Section 14. Taxes, Charges and License Fees.

14.1. In General.

14.1.1. Permittee shall pay all taxes of any character whatsoever that may be levied or charged against any and all types of taxable property, real or personal, that Permittee may own or use in connection with the operation of its air transportation business, including, without limitation, Permittee's improvements, fixtures, equipment in any real property Permittee may occupy under this Permit or any other lease or contract that Permittee may enter into with City for the occupation or use of property or facilities on Airport. Permittee shall also pay all regulatory license or permit fees necessary or required by law for the conduct of its operations hereunder.

14.1.2. If a claim is made against City for any of the above charges, City shall promptly notify Permittee in writing; provided, however, that failure by City to give such notice shall not constitute a waiver of Permittee's obligation to pay such taxes, license and/or permit fees.

14.2. Possessory Interests. In addition, by executing this Permit and accepting the benefits thereof, a property interest may be created known as a "possessory interest." If such possessory interest is created, Permittee, as the party in whom the possessory interest is vested, shall be subject to the payment of the property taxes levied upon such interest.

14.3. Passenger Facility Charges. Permittee agrees to remit to City without delay, whether collected from its passengers or not, all applicable passenger facility charges ("Passenger Facility Charges") authorized by federal law or regulation for Airport (Federal Aviation Act of 1958, 5 11 13(e), 49 U.S.C. App. 1513(e) and 14 CFR Part 158). Permittee agrees to provide City with an accounting of Passenger Facility Charge collections in accordance with acceptable record keeping and reporting standards.

14.4. Other Fees. Nothing contained herein shall be construed to limit the right of the Executive Director to assess fees for ground handling services to the Permittee.

14.5. Right to Contest.

14.5.1. Permittee's obligations contained in this Section 14, however, shall not prevent Permittee from contesting the validity and/or applicability of any of the above taxes, fees or charges described in this section and during the period of any such lawful contest, Permittee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Permittee is held responsible for such taxes, fees, and/or charges, Permittee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties or surcharges is refunded to City, City shall remit to Permittee such sum(s) to which Permittee is legally entitled.

14.5.2. This subsection shall have no applicability whatsoever to the obligation of Permittee to report and pay Fees to City as described and referenced in Sections 4 and 5 of this Permit.

Section 15. Insurance.

15.1. Permittee shall procure at its expense, and keep in effect at all times during the term of this Permit, the types and amounts of insurance specified in the insurance schedule attached to this Permit as Exhibit A. City and Permittee agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Permit by the Executive Director who may, thereafter, require Permittee, on thirty (30) days' prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount the Executive Director deems to be adequate. All policies of insurance required to be maintained by Permittee under this Section 15.1 (a) shall be primary and noncontributing with any other insurance benefitting LAWA where liability arises out of or results from the acts or omissions of Permittee, its agents, employees, officers, assigns or any other person or entity acting for or on behalf of Permittee, and (b) may provide for reasonable deductibles or retention amounts satisfactory to the Executive Director based upon the nature of Permittee's operations and the risks insured.

15.2. Carriers; Policy Provisions. Each insurance policy referred to in Section 15.1 shall, whether under the express provisions of the policy or by other endorsement attached to the policy, include City, LAWA, the Board and all of City's officers, employees and agents, their successors and assigns, as additional named insureds, against the areas of risk described in Exhibit A with respect to Permittee's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Permittee in, on or about Airport. Each insurance policy referred to in Section 15.1 (other than policies for workers' compensation, employers' liability and fire and extended coverages) shall contain (a) a "Severability of Interest (Cross Liability)" clause stating "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and (b) a "Contractual Endorsement" stating "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under the Non-Exclusive Air Carrier Operating Permit with the City of Los Angeles." Each insurance policy referred to in Section 15.1 shall provide that the insurance provided under the policy shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice, at least 30 days before the effective date, by certified mail, return receipt requested, to City at its address specified in or under the provisions of Section 25.

15.3. Evidence of Insurance.

15.3.1. Permittee shall provide proof of all insurance required to be maintained by Section 15.1 by (a) production of the certificate of insurance with endorsements, with additional insured endorsements, (b) production of certified copies of the actual insurance policies containing additional insured and 30-day cancellation notice language, or (c) broker's letter satisfactory to the Executive Director in substance and form only in the case of foreign insurance syndicates. Verifications memoranda of insurance and other non-binding documents submitted alone are not acceptable proof of insurance. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of the Code prior to Permittee occupying City property. The documents evidencing the coverages

shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of the carrier. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing any policy of insurance required by Section 15.1.

15.3.2. Policies of insurance issued by non-California admitted carrier are subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and directives from the California Department of Insurance or other regulatory board or agency. Unless exempted, Permittee will provide City with proof of insurance from the non-California admitted carriers through a surplus lines broker licensed by the State of California.

15.3.3. Permittee will promptly furnish City with (i) notice of cancellation or change in the terms of any policy of insurance required to be maintained by Section 15.1, and (ii) copies of any renewals, replacements or endorsements of or to the policies (and, in the case of renewals or replacements, at least 15 days before the expiration of the corresponding existing policy).

15.4. City shall have no liability for any premiums charged for the policies of insurance required to be maintained by Section 15.1. The inclusion of City, LAWA, the Board and all of City's officers, employees and agents, their successors and assigns, as additional named insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Permittee in Permittee's operations at Airport.

15.5. Without limiting the generality of Section 20 or the remedies available to City for any breach of this Permit under Section 21, if Permittee does not furnish City with evidence of insurance and maintain insurance in accordance with Section 15.1, City may, upon ten (10) days prior written notice to comply, but shall not be obligated to, procure the insurance at the expense of Permittee, in which event Permittee will promptly reimburse City for any amounts advance by City in procuring the insurance, together with a charge of 15% of the amounts so advance for City's administrative costs in so doing.

Section 16. Nondiscrimination, Equal Employment Practices and Affirmative Action Program.

16.1. Federal Nondiscrimination Provisions.

16.1.1. Permittee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the Permit, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

16.1.2. Permittee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Permittee shall use Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

16.1.3. Permittee assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Permittee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

16.1.4. Permittee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

16.2. Municipal Nondiscrimination Provisions.

16.2.1. Nondiscrimination in Use of Airport. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in the Permit, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on Airport. Nor shall Permittee or any person claiming under or through Permittee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees of Airport.

16.2.2. Nondiscrimination in Employment. During the term of this Permit, Permittee agrees and obligates itself in the performance of this Permit not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. Permittee shall take affirmative action to insure

that applicants for employment are treated, during the term of this Permit, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Code, Sections 10.8, et. seq., or any successor ordinances or law concerned with discrimination.

16.2.3. Equal Employment Practices. If the total payments made to City under this Permit are One Thousand Dollars (\$1,000) or more, this provision shall apply. During the performance of this Permit, Permittee agrees to comply with Section 10.8.3 of the Code ("Equal Employment Practices"), which is incorporated herein by this reference. A copy of Section 10.8.3 has been attached to this Permit for the convenience of the parties as Exhibit B. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Code, the failure of Permittee to comply with the Equal Employment Practices provisions of this Permit may be deemed to be a material breach of this Permit. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Permittee. Upon a finding duly made that Permittee has failed to comply with the Equal Employment Practices provisions of this Permit, this Permit may be forthwith terminated, cancelled, or suspended.

16.2.4. Affirmative Action Program. If the total payments to City under this Permit are One Hundred Thousand Dollars (\$100,000) or more, this provision shall apply. During the performance of this Permit, Permittee agrees to comply with Section 10.8.4 of the Code ("Affirmative Action Program"), which is incorporated herein by this reference. A copy of Section 10.8.4 has been attached to this Permit for the convenience of the parties as Exhibit C. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Code, the failure of Permittee to comply with the Affirmative Action Program provisions of this Permit may be deemed to be a material breach of this Permit. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Permittee. Upon a finding duly made that Permittee has failed to comply with the Affirmative Action Program provisions of this Permit, this Permit may be forthwith terminated, cancelled, or suspended.

Section 17. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

17.1. Living Wage Ordinance.

17.1.1. General Provisions. Living Wage Policy. This Permit is subject to the LWO which is incorporated herein by this reference. A copy of Section 10.37 has been attached hereto for the convenience of the parties as Exhibit D. The LWO requires that, unless specific exemptions apply, "employees" (as defined in Section 10.37 of the Code attached hereto) who render services at Airport are covered by the LWO if any of the following applies: (i) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (ii) any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (iii) the designated administrative agency of City has determined in writing that coverage would further the proprietary interests of City. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each

year for each hour worked during a month on a City agreement. The LWO also requires that such employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year as provided in Section 10.37.2(b). The LWO requires employers to inform employees making less than Twelve Dollars (\$12) per hour of their possible right to the EITC and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Permittee shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by City. Whether or not subject to the LWO, Permittee shall not retaliate against any employee claiming noncompliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Permittee agrees to comply with federal law prohibiting retaliation for union organizing.

17.1.2. Living Wage Coverage Determination. An initial determination has been made that this is a Permit under the LWO, and, that it is not exempt from coverage by the LWO. Determinations as to whether this Permit is a license covered by the LWO, or whether an employer or employee is exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Permittee in writing about any redetermination by City of coverage or exemption status. To the extent Permittee claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Permittee to prove such non-coverage or exemption.

17.1.3. Compliance, Termination Provisions and Other Remedies. Living Wage Policy. If Permittee is not initially exempt from the LWO, Permittee shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Permit. If Permittee is initially exempt from the LWO, but later no longer qualifies for any exemption, Permittee shall, at such time as Permittee is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6I of the Code, violation of the LWO shall constitute a material breach of this Permit and City shall be entitled to terminate this Permit and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Permittee violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Permit. Nothing in this Permit shall be construed to extend the time periods or limit the remedies provided in the LWO.

17.2. Service Contract Worker Retention Ordinance. This Permit may be subject to the SCWRO, which is incorporated herein by this reference. A copy of Section 10.36 of the Code has been attached hereto for the convenience of the parties as Exhibit E. If applicable, Permittee must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for City and that

involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety (90) day transition period of those employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3I of the Code, City has the authority, under appropriate circumstances, to terminate this Permit and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

17.3. Subcontractor Compliance. Permittee agrees to include, in every subcontract or sublease covering City property entered into between Permittee and any subcontractor, a provision pursuant to which such subcontractor (i) agrees to comply with the LWO and the SCWRO with respect to City's property unless the subcontractor qualifies for an exemption from the LWO, or the subcontractor or its employees are otherwise not subject to coverage under the LWO; (ii) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the LWO or the SCWRO; and (iii) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (a) enforce the LWO and SCWRO directly against the subcontractor with respect to City property, and (b) invoke, directly against the subcontractor with respect to City property, all the rights and remedies available to City under Section 10.37.5 of the LWO and Section 10.36.3 of the SCWRO, as same may be amended from time to time.

Section 18. Child Support Orders. This Permit is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Code related to Child Support Assignment Orders, which is incorporated herein by this reference. A copy of Section 10.10 and the Declaration Compliance Form have been attached hereto for the convenience of the parties as Exhibit F. Pursuant to this section, Permittee (and any subcontractor of Permittee providing services to City under this Permit) shall (i) fully comply with all state and federal employment reporting requirements for Permittee's or Permittee's subcontractor's employees applicable to Child Support Assignments Orders; (ii) certify that the principal owner(s) of Permittee and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (iii) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (iv) maintain such compliance throughout the term of this Permit. Pursuant to Section 10.10(b) of the Code, failure of Permittee or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Permittee or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Permit subjecting this Permit to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Permittee by City (in lieu of any time for cure provided elsewhere in this Permit).

Section 19. First Source Hiring Program For Airport Employers. Permittee shall comply with the provisions of the first source hiring program adopted by the Board (the "First Source Hiring Program"). The rules, regulations, requirements and penalties of the First Source Hiring Program are attached as Exhibit G and made a material term of this Permit. Permittee

shall be an “Airport Employer” under the First Source Hiring Program.

Section 20. City Held Harmless. In addition to the other provisions of this Permit, Permittee shall indemnify, defend, keep and hold City, including the Board, and City’s officers, agents, servants and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, including Permittee, or damage to or destruction of property, including property of Permittee, sustained in, on or about Airport and the Customs Facility, or arising out of Permittee’s use or occupancy thereof, Permittee’s use or occupancy of any other area of Airport and the Customs Facility, or arising out of the acts or omissions of Permittee, its agents, servants, or employees acting within the scope of their agency or employment, their successors or assigns.

Section 21. Default and Right of Termination.

21.1. If Permittee should fail to perform, keep or observe any of the terms, covenants or conditions herein contained on its part to be performed, kept or observed, City may give written notice to correct such condition or cure such default. If such condition or default shall continue for ten (10) days after receipt of such notice, City may give a twenty (20) day written notice of its election to terminate this Permit and upon the expiration of said twenty (20) days, this Permit shall cease and terminate.

21.2. Following the occurrence and during the continuance of a default by Permittee, City may apply the amount held by it under the Faithful Performance Guarantee toward any obligation of Permittee under this Permit.

21.3. Subsection 21.1 above, however, shall not affect any rights of City to terminate this Permit if there should be any default in the payment by Permittee of the compensation required to be paid herein. If there is such a default, City may give Permittee a ten (10) day written notice to pay all sums due, owing and unpaid, and if payment is not made within said ten (10) day period, then this Permit shall ipso facto cease and terminate and Permittee shall have no further rights hereunder.

21.4. City shall further have the right to terminate this Permit in its entirety and all rights ensuing therefrom immediately upon the occurrence of any of the following:

21.4.1. The occurrence of any act, subject to Permittee’s right to appeal, which operates to deprive Permittee of the rights, power, licenses, permits or authorities necessary for the conduct of its air transportation operations at Airport;

21.4.2. The filing by or against Permittee of any petition in bankruptcy, whether voluntary or involuntary;

21.4.3. The making or entering into by Permittee of any assignment for the benefit of creditors;

21.4.4. The levy of any attachment, execution, appointment of a receiver or other process of court by which possession of the operating rights of Permittee hereunder are

seized, levied upon or attempted to be held by reason thereof by any person other than Permittee, whether such person is an appointee of a court or otherwise;

21.4.5. Any assignment of this Permit by operation of law; or

21.4.6. The cessation of Permittee's air transportation operations at Airport for a continuous period in excess of one hundred and eighty (180) days, except by reason of labor dispute, or for seasonal operators who have notified LAWA of intent to restart operations in writing to Airfield Permits Unit and maintain all permit requirements.

Section 22. Cross-Default. A material default or breach of the terms of any other lease, license, permit, or contract held by Permittee with City shall constitute a material breach of the terms of this Permit and shall give City the right to terminate this Permit for cause in accordance with the procedures set forth herein.

Section 23. Assignments and Encumbrances.

23.1. Neither Permittee, nor any assignee or other successor of Permittee, shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Permit, or any portion thereof or any interest therein, nor license, authorize, or permit the use of the rights herein granted, in whole or in part, without the prior written consent of the Board.

23.2 Any attempts to assign, transfer or encumber this Permit, or any licensing or authorizing the use of, in whole or in part, the rights granted by this Permit, shall be void and shall confer no right, title or interest in or to this Permit, upon any such assignee, transferee, or encumbrancer.

23.3 Consent to one assignment, transfer, or encumbrance shall not be deemed to be consent to any subsequent assignment, transfer or encumbrance. This Permit shall not, nor shall any interest therein, be assignable as to the interest of Permittee by operation of law without the prior written consent of the Board.

23.4 A request by Permittee for assignment shall be submitted to City in writing along with a fully executed copy of the proposed assignment.

23.5 For purposes of this section, any merger or consolidation of Permittee (in which Permittee is not the surviving party), any sale of substantially all of the assets of Permittee, any other circumstances that results in an assignment of this Permit by operation of law, and the transfer (as part of a single plan of transfer) of fifty percent (50%) or more of the voting securities of Permittee shall be deemed an assignment of this Permit subject to the provisions of this section.

23.6 When proper consent has been given by the Board, the provisions of this Permit shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

Section 24. Surrender of Possession. Subject to any federal law or regulation that may apply, upon the expiration of this Permit, or its earlier termination as herein provided, Permittee shall remove all of its property from Airport and shall surrender entire possession of the operating rights at Airport to City.

Section 25. Payments and Notices.

25.1. Payments to City. All Fees payable hereunder shall be paid to the City of Los Angeles, Los Angeles World Airports, Accounting Revenue Operations, P.O. Box 54078, Los Angeles, California 90054-0078, unless and until City designates in writing some other place for or party to receive the payment of Fees.

25.2. Notices.

25.2.1. Written notices to City hereunder and to the City Attorney shall be given by registered or certified mail, postage prepaid, and addressed to said parties at Los Angeles World Airports, 1 World Way, P.O. Box 92216, Los Angeles, California 90009-2216, or to such other address as these parties may designate by written notice to Permittee.

25.2.2. Written notices to Permittee hereunder shall be given by registered or certified mail, postage prepaid, and addressed to **[PROPOSED CARRIER] Attn: XXXXX**, or to such other address as Permittee may designate by written notice to City.

25.2.3. All such notices, except as otherwise provided herein, may either be delivered personally to the Executive Director or to the Office of the City Attorney, Airport Division, in the one case, or to Permittee in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 26. Waiver. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition. The subsequent acceptance of payment hereunder by City shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant or condition of this Permit other than the failure of Permittee to pay the particular payment so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such payment.

Section 27. Agent for Service of Process. It is expressly agreed and understood that if Permittee is not a resident of the State of California, or is a partnership or joint venture without a partner or member resident in said state, or is a foreign corporation, then in any such event Permittee designates the Secretary of State, State of California as its agent for the purpose of service of process in any court action between it and City arising out of or based upon this Permit, and the service shall be made as provided by the laws of the State of California for service upon a nonresident. It is further expressly agreed, covenanted and stipulated that if, for any reason, service of such process is not possible, as an alternative method of service of process, Permittee may be personally served with such process out of this State by mailing, by registered or certified mail, the complaint and process to Permittee at the address set out in this

Permit, and that such service shall constitute valid service upon Permittee as of the date of mailing, and Permittee shall have thirty (30) days from the date of mailing to respond thereto. It is further expressly agreed that Permittee is amenable, and hereby agrees, to the process so served, submits to the personal jurisdiction and waives any and all objection and protests thereto, any laws to the contrary notwithstanding.

Section 28. Attorneys' Fees. If City shall, without any fault, be made a party to any litigation commenced by or against Permittee arising out of Permittee's use or occupancy of Airport and which Permittee is finally adjudicated to be liable, then Permittee shall pay all costs, expenses and reasonable attorneys' fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 29. City's Right to Contract With Others Regarding Permit Rights. The rights granted hereunder by this Permit are not exclusive in nature, and City specifically reserves the right to enter into similar additional permit agreements at Airport, at any time.

Section 30. Miscellaneous Provisions.

30.1. Fair Meaning. The language of this Permit shall be construed according to its fair meaning, and not strictly for or against either City or Permittee.

30.2. Deprivation of Permittee's Rights. City shall not be liable to Permittee for any diminution or deprivation of Permittee's rights under this Permit which may result from Permittee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Permittee be entitled to terminate the whole or any portion of the Permit by reason thereof.

30.3. Section Headings. The section headings appearing herein are for the convenience of City and Permittee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Permit.

30.4. Void Provisions. If any provision of this Permit is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Permit, and all such other provisions shall remain in full force and effect.

30.5. Two Constructions. It is the intention of the parties hereto that if any provision of this Permit is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

30.6. Laws of California. This Permit shall be construed and enforced in accordance with the laws of the State of California.

30.7. City's Consent. In each instance herein where City's, the Board's or the Executive Director's approval or consent is required before Permittee may act, such approval or consent

shall not be unreasonably withheld, unless otherwise provided.

30.8. Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

30.9. Exclusivity. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. §40103(e) and 49 U.S.C §47107(a)(4).

30.10. Rights of United States Government. This Permit shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport.

30.11. War or National Emergency. This Permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

30.12. Cumulative Rights. Each right of the parties hereto is cumulative and is in addition to every other legal right, which the party may have in the event of any default by the other.

30.13. Venue. Venue of any action brought under this Permit shall, at City's own option, lie in Los Angeles County.

30.14. Integration Clause. It is understood that no alteration or variation of the terms of this Permit shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.

30.15. Time. Time shall be of the essence in complying with the terms, conditions and provisions of this Permit.

30.16. Other Agreements. This Permit, and the terms, conditions, provisions and covenants hereof, shall not in any way change, amend, modify, alter, enlarge, impair or prejudice any of the rights, privileges, duties or obligations of either of the parties hereto, under or by reason of any other agreement between said parties.

30.17. Additional FAA Provisions. Permittee will not make use of permitted premises in any manner which might interfere with the landing and take off of aircraft from Airport or otherwise constitute a hazard. Permittee will not erect any structure or object which interferes with aviation. City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of the Permittee.

30.18. Multiple Counterparts. This Permit may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. Original signatures must be provided to the Board.

30.19. Approvals. Any approvals required by City under this Permit shall be approvals of

LAWA acting as City and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of the City as a governmental agency, including the approval of any permits required for construction or maintenance of Airport and the passage of any laws including those relating to zoning, land use, building and safety.

30.20. Ordinance and Code Language Governs. Ordinance and Code exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the exhibits and the applicable ordinance and/or Code language, or amendments thereto, the language of the Ordinance and/or Code shall govern.

30.21. Amendments to Ordinances and Codes. The obligation to comply with any Ordinances and Codes which have been incorporated into this Permit by reference, shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Permit.

[signature page follows]

IN WITNESS WHEREOF, City has caused this Permit to be executed by the Executive Director, or his or her authorized signatory, and Permittee has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
Carmen A. Trutanich, City Attorney

CITY OF LOS ANGELES

Date: _____
By: _____
Deputy/ Assistant City Attorney

By: _____
Executive Director
Department of Airports

The foregoing Permit has been read, is thoroughly understood by the undersigned and the same is hereby accepted.

DATED: _____, 20__.

ATTEST: **[PROPOSED CARRIER]**

(Signature)

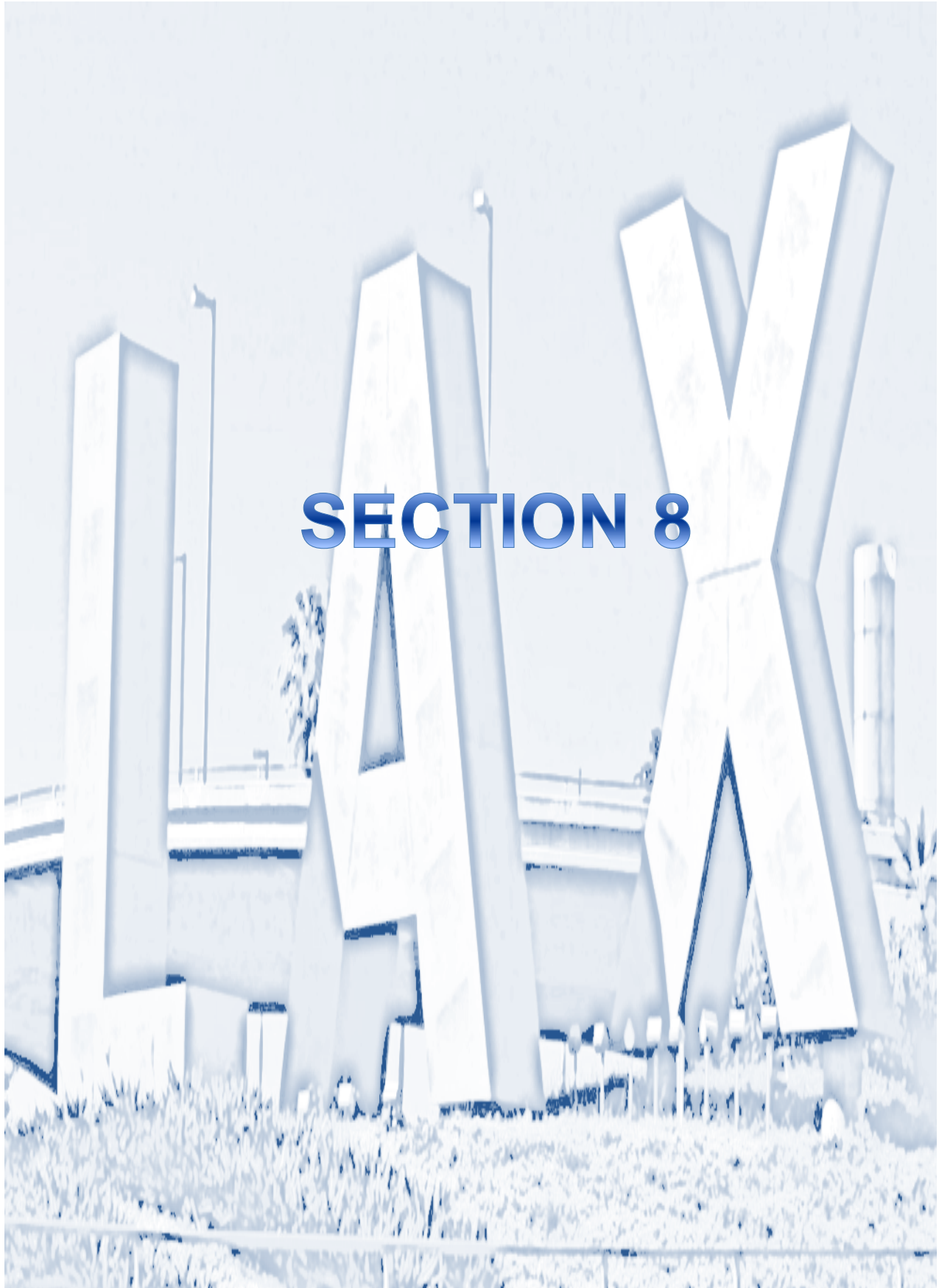
(Signature)

(Print Name)

(Print Name)

[SEAL]

(Print Title)



SECTION 8



Los Angeles World Airports

NON-EXCLUSIVE LICENSE AGREEMENT (NELA) INFORMATION AND PROCEDURES

A Non-Exclusive License Agreement (NELA) is a contractual agreement issued through the Airfield Permits Unit granting the non-exclusive right to provide contract services at LAX. This Agreement is issued between Los Angeles World Airports and any company or air carrier providing a contract service to another company or air carrier at LAX. These services may include, but are not limited to: into-plane fuel delivery services; parking, towing, pushback, loading & unloading of aircraft; ramp services; baggage handling & porter services; aircraft servicing, repairing & cleaning; servicing, fueling, & rental of ground equipment; catering, commissary or food services; passenger ticketing; weather reporting; flight planning; cargo handling; maintenance, janitorial services; and security services. The Agreement will be issued for a period not to exceed five years.

The following items are provided as a guideline to assist you in obtaining a Non-Exclusive License Agreement; other requirements as determined Airfield Permits, may be needed to complete the permit process. Airfield Permits staff will advise you of any additional requirements upon review of your request.

REQUIREMENTS

To obtain an Agreement, please provide the following information/documentation: **Note: the permit process may take up to 60 days to complete**

Letter of Intent – A contractual agreement with an air carrier, tenant or a company currently providing services at LAX must be in place **before** an Agreement can be issued.

1. On **company letterhead**, verify a contract, at-will agreement, or maintenance agreement exists between your company and the awarding company/agency;
2. List the contract number, start and end dates;
3. Describe in detail the type of the work or services to be performed;
4. List the postal address and describe the work location(s) (*terminals, rooms, buildings, airfield, Customs areas, etc.*)
5. Provide justification if the company requires airfield access;
6. Indicate if tools and/or equipment will be used;
7. Indicate if the company needs vehicle access to the airfield and areas of access/Posts access required;
8. List the person(s) designated as the authorized signer and certified trainer for badges;
9. Provide job titles and an estimate of the number of badges requested
10. Indicate the dollar amount of Estimated Annual Revenue anticipated from the contract(s)

Letter(s) of Verification – on **company letterhead** from **each** organization to which services are to be provided, the letter should confirm items 1-7 of the Letter of Intent.

See attached sample format of Letter of Intent and Letter of Verification.

Information Sheet – Complete enclosed form and attach proof of company business type (Corporation, LLC, Sole Proprietor, etc.).

Corporate Documentation – A copy of the legal entities Articles of Incorporation, Limited Liability Partnership, Limited Liability Corporation or Sole Proprietorship documentation is required, documenting the legal name. For dba's a copy of the fictitious business documentation is also required.

Business Tax Registration Certificate (BTRC) – Provide the number of your company's BTRC, issued by the City of Los Angeles Office of Finance. For questions or information regarding BTRC, call the Office of Finance, Tax and Permit Unit at (213) 626-9271.

Affirmative Action – Complete the enclosed form and return all pages. A copy of the form completed for the Air Carrier Operating Permit (ACOP) may be submitted.

Insurance – Must be approved by LAWA's Risk Management Division. For questions or information regarding insurance, call the Insurance Compliance Office at (310) 417-0557.

Security Service Companies Only – Provide a copy of the license issued by the State of California, Department of Consumer Affairs.

Property Leasing/Subleasing – For operations which require facilities or storage of ground equipment, a Department lease or approved sublease must be in place prior to the issuance of any agreement.

FEES - Fees associated with a Non-Exclusive License Agreement for services provided to tenants, airlines and non-permitted air carriers (i.e., charter carriers, prime service contractors, fixed-based operators, etc.), will be calculated as follows:

All contract ground services, passenger, and other contract services:

- Ten percent (10%) of all gross revenues derived from all sources for all passenger, ground handling or contract services provided at LAX by Licensee.

Into-plane fueling services:

- One cent (\$0.01) per gallon for all fuel placed into any aircraft.

The 10% of all gross revenues and Into-Plane fueling fees will not apply to (i) permitted air carriers, (ii) services provided to air carriers with a current executed air carrier operating permit, (iii) services provided to the military, and (iv) services provided to lessees and concessionaires whose lease to concession agreement with LAWA expressly exclude the license fee.

Fuel delivery services for petroleum products delivered to LAX (A separate Fuel Delivery Permit is required for this service):

- Aviation gasoline – three cents (\$0.03) per gallon
- Aviation turbine fuel – three cents (\$0.03) per gallon
- Lubricants – fifteen cents (\$0.15) per gallon

All contract ground services, passenger, and other contract services:

- Ten percent (10%) of all gross revenues derived from contract services provided by Licensee.

Vehicle Decal Fees:

- \$75.00 per vehicle (Vehicle decals are effective July 1 through June 30 and are renewed annually)

Administrative Service Fee (applicable to all Non-Exclusive License Agreements):

\$120.00 per year, whether or not services have been provided.

Activity reports should be submitted electronically to the LAWA e-mail box at activityreports@lawa.org.

LAX Rules and Regulations may be obtained at www.lawa.org LAX Airport Operations/Rules and Regulations

FORMS AND DOCUMENTS

The following forms are enclosed for your use and convenience:

- Non-Exclusive License Agreement Information Form
- Non-discrimination/Affirmative Action Questionnaire
- Insurance Compliance Section General Information Sheet
- Sample "Ground Service Activity Report" and Miscellaneous Services Activity Report" forms
- Business Tax Registration Certificate (BTRC) Information Package
- Best Management Practices (BMP's) reference guide
- Motor Vehicle Operating Permit Information Form
- Motor Vehicle Operating Permit Decal List

To obtain a Non-Exclusive License Agreement with Motor Vehicle Operating Permit, the documentation requirements must be completed and returned, either in person or by mail, to:

By mail:

Los Angeles World Airports
Airfield Permits Unit
P.O. Box 92216
Los Angeles, CA 90009-2216

In Person:

Airfield Permits Unit
7301 World Way West
1st Floor, Room100
Los Angeles, CA 90045

Phone: (424) 646-5880
Fax: (424) 646-9269

Los Angeles World Airports

NON-EXCLUSIVE LICENSE AGREEMENT CONTACT INFORMATION FORM

NELA

Date Form Completed _____

BUSINESS INFORMATION

Corporate (or Legal) Name of Company: _____

Business Name (dba): _____

City of L.A. Business Tax Registration Certificate (BTRC) No. #: _____

CORPORATE CONTACT INFORMATION

Corporate Contact _____ Title _____

Mailing Address: _____

Phone _____ Fax _____ Email _____

BILLING CONTACT INFORMATION

Billing Contact: _____ Title _____

Billing Address: _____

Phone _____ Fax _____ Email _____

LOCAL CONTACT INFORMATION

Contact Name: _____ Title _____

Mailing Address: _____

Phone: _____ Fax: _____ E-mail: _____

OPERATIONAL INFORMATION

Start Date: _____

Description of service(s) to be provided: _____

Leasing/Subleasing Space at LAX? Yes / No From: _____

List all companies, air carriers, and/or military for whom contract services will be provided: _____

List facilities/areas on LAWA property, including leased premises, where access is required to conduct business: _____

Will motor vehicles be utilized on restricted or non-public areas of the airport? Yes No

SAMPLE
LETTER OF INTENT

[Date]



LAX Airfield Permits Office
Attn: [Name of Your Airfield Permits Contract Administrator/Analyst]
P.O. Box 92216
Los Angeles, CA 90009-2216

LAX Security Badge Office
Attn: [Name of Your Security Badge Coordinator]
P. O. Box 92216
Los Angeles, CA 90009-2216

Subject: Letter of Intent

[Your Company Name] has been contracted by [Sponsoring Company, i.e. name of company who awarded you the contract]. The contract number between [Your Company Name] and [Sponsoring Company Name] is [00-0000-0000-00]. The contract [began/is scheduled to begin] on [mm/dd/yyyy] and will terminate on [mm/dd/yyyy] (or, until cancellation by either party upon 30-day written notice).



We will provide [generalized services, i.e. architectural design, plumbing, electrical services, etc.]. The duties to be performed are as follows:

- [List SPECIFIC job duties]

The services will be performed at:

- [List ALL specific location(s) where the job will take place. (i.e. buildings, terminals, electrical/telecom rooms, perimeter doors, airfield area, etc., including postal addresses where appropriate)]

Access on the Airport Operations Area (AOA) [is/is not] required to perform the duties of the contract.

Tools/equipment [will/will not] be used to fulfill contractual obligations, therefore, vehicle access to the airfield [is/is not] required. Vehicles [are/are not] street licensed.

Our designated authorized signer(s) and certified trainer(s) [is/are] [name of employee(s) and job title(s)].

SAMPLE
LETTER OF VERIFICATION

[Date]



LAX Airfield Permits Office
Attn: [Name of Your Airfield Permits Contract Administrator/Analyst]
P.O. Box 92216
Los Angeles, CA 90009-2216

Subject: Letter of Verification

[Your Company Name] has contracted with [Name of Company awarded the contract]. The contract number between [Your Company Name] and [Awarded Company Name] is [00-0000-00000-00]. The contract [began/is scheduled to begin] on [mm/dd/yyyy] and will terminate on [mm/dd/yyyy] (or, until cancellation by either party upon 30-day written notice).

Comment: [CoLA2] Indicate if contract will be completed by warranty.

They will provide [generalized services, i.e. architectural design, plumbing, electrical services, etc.]. The duties to be performed are as follows:

- [List SPECIFIC job duties]

The services will be performed at:

- [List ALL specific location(s) where the job will take place. (i.e. buildings, terminals, electrical/telecom rooms, perimeter doors, airfield area, etc., including postal addresses where appropriate)]

Access on the Airport Operations Area (AOA) [is/is not] required to perform the duties of the contract.

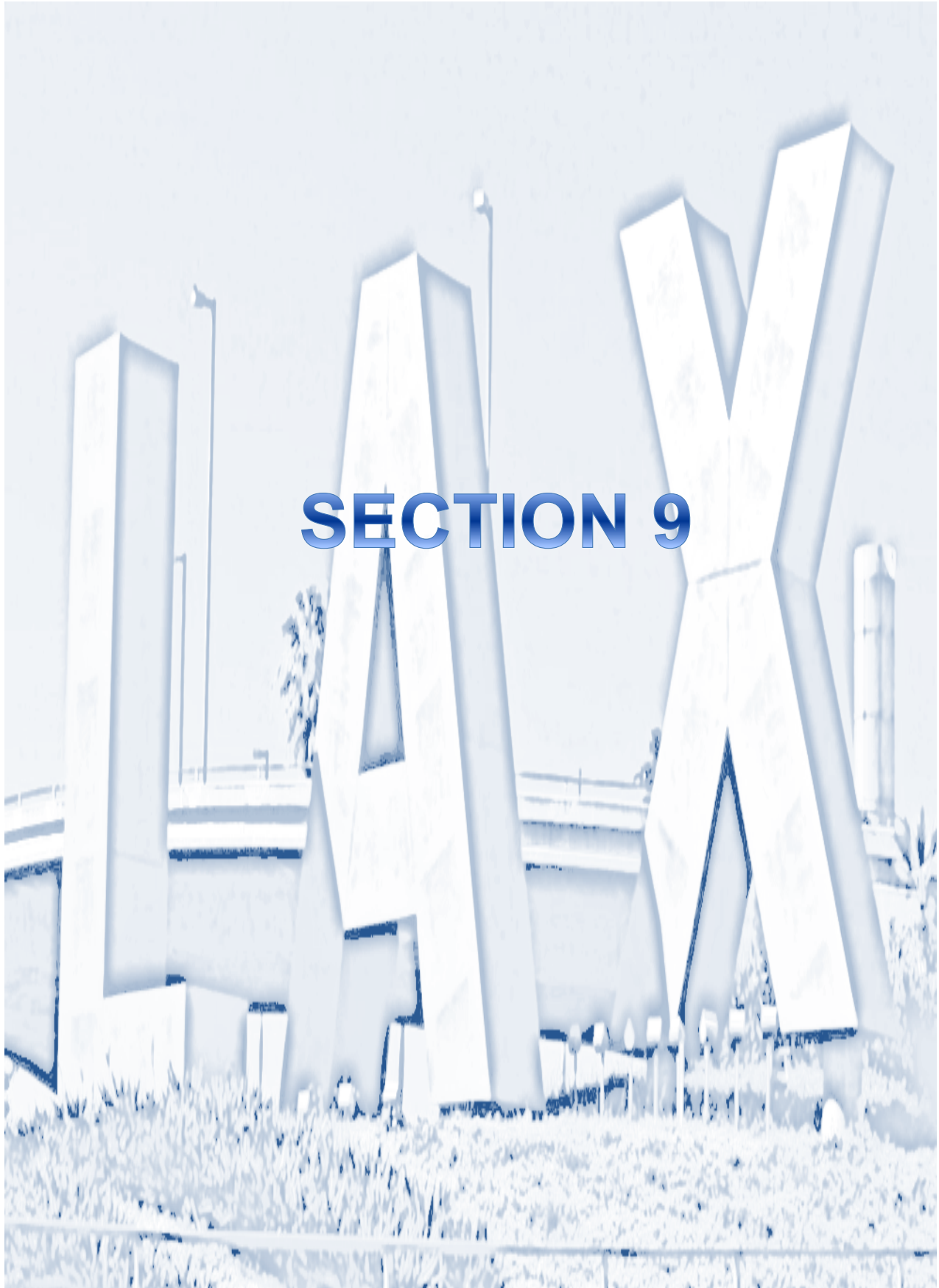
Tools/equipment [will/will not] be used to fulfill contractual obligations, therefore, vehicle access to the airfield [is/is not] required.

If you require any additional information, please contact [name of employee(s) and job titles] at [Phone number(s)/email address(es)].

Respectfully,

Comment: [a3] Signature required.

[Name of Highest Ranking Local Authority]
[Title]
[Phone Number]



SECTION 9

LAX AIRFIELD PERMITS UNIT

INFORMATION AND PROCEDURES FOR OBTAINING A MOTOR VEHICLE OPERATING PERMIT

The operation of any motorized vehicle (street-licensed and non-street-licensed) on the Air Operations Area (AOA) requires a Motor Vehicle Operating Permit (MVOP) issued by Los Angeles World Airports (LAWA). A motorized vehicle is defined as any vehicle originally designed to be operated on a public roadway. This permit is in accordance with Board of Airport Commissioner's Order No. AO-5078.

To obtain a MVOP, your company must have a current contractual relationship with LAWA, such as an Air Carrier Operating Permit, Concession Agreement, Non-Exclusive License Agreement, Fuel Delivery Permit, or other LAWA permit or agreement. For information on permit/agreement requirements, please contact Airfield Permits staff at (424) 646-5880.

All vehicles authorized to operate on the AOA must display proper identification. An approved logo and/or company name must be permanently affixed to the exterior of both front door panels. The name of the company shall be spelled out in letters not less than three inches (3") in height. When not accompanied by approved lettering, company logos or symbols must be a minimum of 18 inches (18") in diameter. To enhance visibility, company name and/or logo shall be on a background of sharply contrasting color to vehicle. Placards, magnetic or temporary identification panels are not permitted. No motorized vehicle shall be operated on the service roads, passenger aprons, cargo aprons, ramps, or other non-public areas without the owner or operator of the vehicle having first obtained a Motor Vehicle Operating Permit.

REQUIREMENTS

- ➔ **Company Contact Information Form** – This form must be completed in its entirety. The highest-ranking badged local official must sign this form certifying that the designated badged contact person will be responsible for all motor vehicle permit activities pertaining to your company. **Both the contact person and the highest-ranking local official must possess a valid LAX Security Identification Badge.**
- ➔ **Vehicle List Form** – This form must be completed in its entirety. Enter BOTH the license plate (if available) and vehicle identification number (VIN).
- ➔ **Valid Vehicle Registration** – Attach a copy of current registration for each vehicle.
- ➔ **Alternative Fuel Vehicle Confirmation** - must register vehicles at website:
<https://online.lawa.org/altfuel/login>
- ➔ **Fees** – A yearly fee of \$120 per vehicle will apply. Checks or money orders should be made out to LAWA. **NO CASH OR CREDIT CARD.**
- ➔ **Insurance** – Required insurance must be approved by LAWA's Insurance Compliance Unit. Insurance inquiries should be directed to the Insurance Compliance Unit at (424) 646-5480.
- ➔ **Accounts Receivable with LAWA** – All company accounts must be in good standing with LAWA prior to the release of any vehicle decals. Questions concerning account balances may be directed to the Airfield Permits Unit at (424) 646-5880.

Return Company Contact Information Form, and Vehicle List Form, vehicle registration, and payment, either in person or by mail, to:

By mail: Airfield Permits Unit
Los Angeles World Airports
P.O. Box 92216
Los Angeles, CA 90009-2216

In person: Airfield Permits Unit
7301 World Way West
Room 100, 1st Floor
Los Angeles, CA 90045

WINDOW DECALS

Once the primary Permit/Agreement and Motor Vehicle Operating Permit have been granted and your company is fully enrolled in the LAX Security Badge Program, window decals will be assigned and issued to each individual vehicle listed on the Vehicle List form submitted by your company. These decals are non-transferable and must be permanently affixed to the lower-left area of the windshield on the driver's side of the vehicle to which it is assigned. Motor vehicle decals are issued for a period of one year, commencing July 1 and expiring June 30.

Note: No decals will be issued until the following requirements have been met:

- A Motor Vehicle Operating Permit has been granted
- LAWA insurance requirements have been met
- Requested information has been received and required fees have been paid
- Company has no outstanding accounts with LAWA
- The badging process has been completed

Note: For security badge requirements, please contact the Security Badge Office at (424) 646-5500.

AMENDMENT TO ORIGINAL VEHICLE LIST INSTRUCTIONS

Any deviations to original vehicle list must be submitted on the form titled "**Additional/Deletion/Replacement of MVP Decal**" only. Please follow the instructions below for the specific action requested.

Note: Requests for additional decals will take 2-3 business days to process. Submit the proper paperwork and you will be notified when the decals are ready for pickup. No same day processing. Only the designated contact person on file with this office is allowed to pick up decals.

Additional Vehicle Decal

If adding a new vehicle, a new decal must be requested on the Request for **Additional/Deletion/Replacement of MVP Decal Form**, and signed by the designated contact person on file with this office. A complete description of each requested vehicle must be provided. **Do not accept if vehicle(s) added to copy of original vehicle list.**

Replacing Vehicle and/or Decal

If replacing a vehicle and/or decal, the assigned decal must be removed and returned to this office and a new decal will be issued at no charge. The replacement vehicle/decal must be requested on the **Additional/Deletion/Replacement of MVP Decal Form**, and signed by the designated contact person on file with this office. A complete description of each requested vehicle must be provided. **Do not accept if vehicle(s) added to copy of original vehicle list.**

Deleting Vehicle

If deleting a vehicle, the assigned decal must be removed and returned to this office and the vehicle information entered on the **Additional/Deletion/Replacement of MVP Decal Form**.

Lost or Stolen Decal

If a decal is lost or stolen, immediately notify Airport Police at (310) 646-7911 and this office at (424) 646-5880. File an incident report with Airport Police and provide a copy to this office.

All decals issued to your company must be accounted for or future requests for decals will be denied.

If you have any questions, contact the Airfield Permits Unit at (424) 646-5880, or by fax, at (424) 646-9269.

Los Angeles World Airports

MOTOR VEHICLE OPERATING PERMIT INFORMATION FORM

_____ To _____

BUSINESS INFORMATION

Corporate (or Legal) Name of Company: _____

Business Name (dba): _____

Corporate Contact: _____

Mailing Address: _____

Billing Contact: _____

Billing Address: _____

OPERATIONAL INFORMATION

Start Date: _____ Completion Date: _____

Description of service(s) to be provided: _____

Leasing/Subleasing Space? _____ From: _____

List all companies, air carriers, and/or military for whom contract services will be provided:

List facilities/areas on LAWA property, including leased premises, where access is required to conduct business:

LOCAL CONTACT INFORMATION

Contact Name: _____ Title: _____

LAX Badge #: _____ Exp. Date: _____

Mailing Address: _____

Phone: _____ FAX: _____ E-mail: _____

HIGHEST-RANKING LOCAL *BADGED* OFFICIAL INFORMATION

This section must be completed by the highest-ranking local *badged* official, certifying that the above information is correct and that the rules and regulations enumerated on the reverse side will be adhered to. The person signing below must possess a valid lax security photo identification badge.

Highest-Ranking Local *Badged* Official: _____

Signature

Print Name

Title: _____ LAX Badge #: _____ Exp. Date: _____

Phone: _____ FAX: _____ Today's Date: _____

(Please attach any other relevant information related to your company or its operations. Thank you.)

RULES AND REGULATIONS

AUTHORIZED VEHICLES ON THE AIR OPERATIONS AREA (AOA)

THE OPERATION OF ANY MOTORIZED VEHICLE (STREET-LICENSED AND NON-STREET-LICENSED) ON THE AIR OPERATIONS AREA (AOA) REQUIRES A MOTOR VEHICLE OPERATING PERMIT ISSUED BY LOS ANGELES WORLD AIRPORTS (LAWA). A MOTORIZED VEHICLE IS DEFINED AS ANY VEHICLE ORIGINALLY DESIGNED TO BE OPERATED ON A PUBLIC STREET OR HIGHWAY. THIS PERMIT IS IN ACCORDANCE WITH BOARD OF AIRPORT COMMISSIONER'S RESOLUTION NO. 15590.

ONCE A MOTOR VEHICLE PERMIT HAS BEEN GRANTED, WINDOW DECALS WILL BE ASSIGNED AND ISSUED TO EACH INDIVIDUAL VEHICLE LISTED ON THE VEHICLE LIST SUBMITTED BY YOUR COMPANY. THESE DECALS ARE NON-TRANSFERRABLE AND MUST BE PERMANENTLY AFFIXED TO THE LOWER-LEFT AREA OF THE WINDSHIELD ON THE DRIVER'S SIDE OF THE VEHICLE TO WHICH IT HAS BEEN ASSIGNED.

NO VEHICLE SHALL BE OPERATED ON THE AOA UNLESS THE DRIVER HAS, IN THEIR PERSONAL POSSESSION, A VALID CALIFORNIA, OTHER STATE, OR INTERNATIONAL DRIVER'S LICENSE AND A VALID LAX SECURITY PHOTO IDENTIFICATION BADGE WITH "RESTRICTED AREA DRIVER" ACCESS.

VEHICLE IDENTIFICATION

AN APPROVED LOGO AND/OR COMPANY NAME MUST BE PERMANENTLY AFFIXED TO THE EXTERIOR OF BOTH FRONT DOOR PANELS. THE NAME OF THE COMPANY SHALL BE SPELLED OUT IN LETTERS NOT LESS THAN THREE INCHES (3") IN HEIGHT. WHEN NOT ACCOMPANIED BY APPROVED LETTERING, COMPANY LOGOS OR SYMBOLS MUST BE A MINIMUM OF 18 INCHES (18") IN DIAMETER. TO ENHANCE VISIBILITY, COMPANY NAME AND/OR LOGO SHALL BE ON A BACKGROUND OF SHARPLY CONTRASTING COLOR TO VEHICLE. PLACARDS, MAGNETIC OR TEMPORARY IDENTIFICATION PANELS ARE NOT PERMITTED.

INSURANCE REQUIREMENTS

COMPANIES UTILIZING THE AOA MUST REMAIN IN COMPLIANCE WITH LAWA-REQUIRED INSURANCE AT ALL TIMES. ALL INSURANCE INQUIRIES SHOULD BE DIRECTED TO THE INSURANCE COMPLIANCE UNIT AT (424) 646-5487.

**LOS ANGELES WORLD AIRPORTS
MOTOR VEHICLE OPERATING PERMIT DECALS**

VEHICLE LIST FOR:

COMPANY NAME AND DIVISION _____ TELEPHONE NUMBER _____

YEAR	MAKE	MODEL	COLOR	LICENSE NO.	VIN NO.	DECAL NO. (OFFICE USE ONLY)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						

(USE OTHER SIDE FOR ADDITIONAL VEHICLES)

DO NOT WRITE BELOW THIS LINE

PICKED UP BY _____ PRINT NAME _____ SIGNATURE _____
 _____ BADGE NO./EXP. DATE _____

TOTAL # VEHICLES _____ AMOUNT PAID \$ _____ CHECK NO. _____ INS. CHECKED _____ ISSUED BY _____ DATE _____

**LOS ANGELES WORLD AIRPORTS
MOTOR VEHICLE OPERATING PERMIT DECALS**

	YEAR	MAKE	MODEL	COLOR	LICENSE NO.	VIN NO.	DECAL NO. (OFFICE USE ONLY)
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							

**LOS ANGELES WORLD AIRPORTS (LAX)
REQUEST FOR ADDITIONAL / DELETION / REPLACEMENT / REPLACEMENT MVP DECAL**

COMPANY NAME AND DIVISION

TELEPHONE NUMBER

ADDITIONAL VEHICLE

YEAR	MAKE	MODEL	COLOR	LICENSE NO.	VIN. NO.	FEE	DECAL #

DELETED VEHICLE

YEAR	MAKE	MODEL	COLOR	LICENSE NO.	VIN. NO.	DECAL #

REPLACEMENT VEHICLE AND/OR DECAL

VEHICLE	YEAR	MAKE	MODEL	COLOR	LICENSE NO.	VIN NO.	OLD DECAL	NEW DECAL
DELETE								
REPLACE								
DELETE								
REPLACE								

AIRFIELD PERMITS USE ONLY

PICKED UP BY _____ /
PRINT NAME _____ SIGNATURE _____
BADGE NO./EXP. DATE _____

TOTAL # VEHICLES _____ AMOUNT PAID \$ _____ CHECK NO. _____ INS CKD _____ ISSUED BY _____ DATE _____



LAX

Rules and Regulations

Los Angeles World Airports

MOTOR VEHICLE OPERATIONS

This section specifies the general operating procedures for all vehicles at the Airport. Except in cases of emergency involving the protection of life and/or property, motor vehicles shall be operated upon the Airport in strict accordance with the rules prescribed by this section and the California Vehicle Code, 49 CFR 383 and such other rules and regulations governing the safe operation of a motor vehicle .

The airline or contractor is responsible for ensuring that applicants and employees can work safely in the airport environment. When making these decisions airlines and Contractors are responsible for adherence to the Americans with Disabilities Act (ADA), Air Carrier Access Act (ACAA), Section 504 of the U. S. Rehabilitation Act, California Fair Housing and Employment Act, and such other rules and regulations that may be in place regarding the selection of individuals for employment at LAWA airports

Specific procedures covering the use of fueling vehicles and equipment for fueling operations are provided in Section 6, Fire & Safety, Paragraph 9, Page 6-5.

1. Operation of Motor Vehicles

- a. No vehicle shall be operated in or upon any Airport property in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution or circumspection.
- b. No vehicle shall be operated at a speed or in a manner, which endangers unreasonably; or is likely to unreasonably endanger persons or property.
- c. No vehicle shall be operated if such vehicle is so constructed, equipped or loaded as to endanger or be likely to endanger persons or property.

2. Traffic Signs, Directions, Signals and Markings

- a. All vehicles operated on any Airport property must at all times comply with any lawful order, signal, or direction by authorized personnel.
- b. The Executive Director is authorized to place and maintain such traffic signs, signals, pavement markings, and other Airport property as required to indicate and carry out the provisions of these Rules and Regulations and of the California Vehicle Code to guide and control traffic.
- c. Where traffic is controlled by traffic lights, signs, mechanical or electrical signals, or pavement markings, such lights, signs, signals and markings shall be obeyed unless an authorized LAWA representative directs otherwise.



LAX

Rules and Regulations

Los Angeles World Airports

- d. Airport signs generally conform to the standards set by the California Vehicle Code. In addition, special LAWA signs may be posted to alert drivers to special conditions.
- e. Where conditions preclude the use of post-mounted traffic signs, road surface markings have the same validity. Special caution is therefore advised in case of poor road conditions.

3. Reserved, Posted or Restricted Parking Areas

- a. The Executive Director is authorized to reserve all or any part of parking lots or other areas not under lease or permit for the sole use of vehicles of the City of Los Angeles, its officers or employees, tenants, or for such visitors to the Airport as he/she may designate, and to indicate such restrictions by appropriate markings and/or signs; designate a parking time limit on any portion of said lots; designate any portion of said lots as a passenger loading zone, designate any portion of said lots as a no stopping, no waiting or no parking area; designate where and how vehicles shall be parked by means of parking space markers; and designate direction of travel and indicate same by means of appropriate signs and/or markings.
- b. When appropriate signs and/or markings have been installed, no person may park or drive a vehicle on any portion of such lots reserved for the exclusive use of any vehicle unless authorized by the Director.
- c. Vehicles parked in any garage, parking lot or other authorized parking area reserved for public, private or employee use, shall park in such a manner as to comply with all posted and/or painted lines, signs, and rules.
- d. Vehicles displaying either a distinguishing license plate or a placard issued pursuant to Section 22511.5 or Section 9015 of the California Vehicle Code may park in designated disabled parking sections as indicated by appropriate signs and/or markings. All others not displaying such license plate or placard shall be towed.

4. Curb Markings

a. Red Zone

No vehicle, whether attended or unattended, shall stop, wait or park in any area adjacent to a curb which is painted red; provided, however, that a scheduled transit bus may park in a red zone designated as a bus zone by a sign or other marking.

b. White Zone



LAX

Rules and Regulations

Los Angeles World Airports

No vehicle shall stop, wait or park in any area adjacent to a curb which is painted white, except that a vehicle may be stopped at a white zone while actively engaged in the immediate loading or unloading of passengers and/or baggage. No vehicle stopped in a white zone shall be left unattended. Stopping a taxi in a white zone for the purpose of waiting for passengers and/or baggage is however permitted, provided that the white zone is designated as a taxi zone by a sign or other marking.

5. Emergency Suspension of Parking

- a. The Executive Director is authorized, when he/she shall determine that traffic congestion or hazard is likely to result from the holding of any assemblage, celebration, or function, to prohibit parking or movement of vehicles on any part of the Airport until such congestion hazard is eliminated.
- b. The Executive Director is further authorized to post signs giving notice of such addition to other instructions appearing thereon.

6. Authorization to Move Vehicles - Vehicle Impound

- a. The Executive Director may move, or cause to be removed (at the owner's/operator's expense) from any restricted or reserved area, any roadway or right-of-way, or any other area on the Airport, any vehicle which is disabled, abandoned, or illegally or improperly parked, or which creates a safety hazard or interferes with airport operations.
- b. Any such vehicle may be removed or caused to be removed to the official vehicle impound area designated by the Executive Director. Any vehicle impounded shall be released to the owner or operator upon proper identification of the person claiming such vehicle and upon payment of the towing charge currently in effect and any accrued storage fees. The Airport shall not be liable for damage to any vehicle or loss of personal property, which might result from the act of removal.

7. Authorized Vehicles on the Air Operations Area (AOA)

- a. Access to the AOA is subject to prior approval by the Executive Director through the Manager, LAX Airfield Permits Unit (424) 646-5880.
- b. Tenants may use their leaseholds for access onto the AOA.
- c. All others should enter the AOA through an established LAWA access post. **Refer to Drawing No. 2.**



LAX

Rules and Regulations

Los Angeles World Airports

- d. No motorized vehicle shall be operated in the AOA or upon any movement area, passenger or cargo ramp and apron area, or other non-leasehold area unless:
 - i. Driving in the Air Operations Area (AOA) requires vigilance on the part of drivers. It is therefore encumbered upon companies employing individuals that drive on the AOA to meet the qualifications set forth under the California Vehicle Code, 49 CFR 383 and such other rules and regulations governing the safe operation of a motor vehicle.
 - ii. Such vehicle is especially authorized by LAWA to be operated in the AOA.
 - iii. The airline contractor is responsible for ensuring that applicants and employees can work safely in the airport environment. When making these decisions, airlines and contractors are responsible for adherence to the Americans with Disabilities Act (ADA), Air Carrier Access Act (ACAA), Section 504 of the U. S. Rehabilitation Act, and such other rules and regulations that may be in place regarding the selection of individuals for employment at LAWA airports.
 - iv. Airlines and contractors working at LAX should also take into consideration the unique conditions of operating a motor vehicle in an aircraft operating environment under all weather conditions.
- e. No motorized vehicles shall be operated in or upon any AOA Roadway unless:
 - i. The driver is duly authorized and licensed by the California Department of Motor Vehicles or other state as well as a current and valid LAX Security Badge with "Restricted Area Driver" access issued by LAWA, and;
 - (1). The vehicle is legally authorized and or equipped to be operated on public roads, or;
 - (2). The vehicle is a specialty vehicle used to facilitate the loading, unloading, fueling, maintenance, and servicing of aircraft, and is especially authorized by LAWA to be driven on the AOA Roadways.
- f. Specialty vehicles such as golf carts are prohibited from traversing AOA Roadways.



LAX

Rules and Regulations

Los Angeles World Airports

- g. Operating specialty vehicles such as golf carts on any movement area, passenger or cargo ramp and apron area, or other non-leasehold areas must be approved by the Executive Director, through the Airport Operations Airside Manager (424) 646-7474.
- h. Approval for tenants to escort vendors or suppliers is determined on a case-by-case basis by LAX Airport Response Coordination Center (ARCC) at (310) 646-4265.
- i. Escorting drivers on the AOA must possess an "Escort" icon and "Restricted Area Driver" icon on their LAX Security Badge.

8. Insurance Requirements

All vehicles operated on the AOA must have liability insurance as required by the Director.

9. Motor Vehicle Operating Permit

- a. Operation of a vehicle on the AOA requires a Motor Vehicle Operating Permit issued by LAWA in accordance with Board Order AO-5078.
 - i. The Executive Director shall execute all Motor Vehicle Operating Permits on behalf of Los Angeles World Airports. Requests for permits should be directed to the LAX Airfield Permits Unit at (424) 646-5880.

10. Vehicle Identification

- a. All motor vehicles other than LAWA, LAFD, and law enforcement agencies must display either a yearly restricted area permit decal or a monthly airfield access permit. Authorized ground equipment is exempt from this requirement.
- b. In addition, each vehicle operating on the AOA will be required to have an approved logo or company name displayed on both sides of the vehicle in a location opposite the front seat.
- c. The name of the company or tenant shall be spelled out in letters no less than three inches in height. Company logos or symbols shall be at least 18 inches in diameter when not accompanied by approved lettering. To enhance visibility, all markings shall be on a background of sharply contrasting color.



LAX

Rules and Regulations

Los Angeles World Airports

- d. Placards, magnetic or temporary identification panels are not allowed unless prior approval has been given by the Manager of LAX Airport Operations Airside Section (424) 646-7474.
- e. Non-Permitted Aircraft Ground Support Equipment must have company name and company equipment number stenciled on two sides of each piece of equipment.

11. Vehicle Licensing

A valid California license plate is not required on vehicles or equipment operated solely within the AOA.

12. Restricted Area Driver Permit Program

- a. No motor vehicle shall be operated on the AOA unless the driver is appropriately licensed to operate such vehicle. It is the responsibility of the applicant's organization to verify and ensure all Restricted Area Driver applicants, are in possession of a valid California Driver License. Out-of-state driver licenses are accepted for transfer employees.
 - i. A transferred employee who establishes permanent residence in the State of California must possess a valid driver license, issued by the California Department of Motor Vehicles.
 - ii. The Security Badge Office of the Airport Police Division shall issue the Restricted Area Driver Permit.
 - iii. When driving a passenger for hire vehicle, the driver must be in possession of a valid California driver's license or out of state license. A Class A or B license is not required for drivers on the AOA, but it is strongly recommended that drivers hold a valid and appropriate license and medical certificate for the vehicles they are operating.
 - iv. Suspension or revocation of any driver's California or other state driver's license must be immediately reported to Security Badge Office (424) 646-5500. Los Angeles World Airports reserves the right to check whether the driver of any motor vehicle holds a valid driver's license.
 - v. All persons holding a driver's permit issued by LAWA shall return said permit to the Security Badge Office without being expressly requested to do so, upon termination of employment, revocation or suspension of the person's California, other state, or International driver's license, or when their job no longer includes the driving of a vehicle in the AOA.

13. Driver's Training and Testing



LAX

Rules and Regulations

Los Angeles World Airports

- a. Every driver/applicant who operates a vehicle on the AOA of the Airport must be familiar with the pertinent provisions of the State of California Vehicle Code; and, the traffic and licensing subsections of these Rules and Regulations. The driver must have been trained in the vehicle to be operated.
- b. Class A and B licensing is not required for airport tenant drivers operating on the AOA, but it is strongly recommended that drivers hold a valid and appropriate license and medical certificate for the vehicles they are operating.
- c. A minimum of eight (8) supervised hours of practical driver training (behind the wheel) on the AOA is required prior to the testing of the applicant for issuance of the Restricted Area Driver Permit. **Note: All drivers training should include daylight and night driving on roadways, access lanes and ramp/apron areas. Applicant must be the driver during the required training and not the passenger in the vehicle.**
- d. The applicant must pass a written (multiple-choice) test administered by the Security Badge Office. The test covers AOA safety rules and regulations. If the applicant fails the test, it can be re-administered in five (5) days. If the applicant fails the second test, it can be re-administered in one month. A third attempt can be administered in sixty (60) days and then every six (6) months.

No study material or notes may be used during the Restricted Area Drivers examination. When prearranged with the Badge Office a representative who does not have a Restricted Area Driver Permit may be sent by the organization to translate the exam for languages other than Spanish. The study guide and exam are available in English and Spanish only.

14. Driving on the AOA without Driver Permit/Restricted Area Permit Decal or Monthly Airfield Access Permit

- a. Every driver must carry in their personal possession at all times, a valid California or other state driver license and an Airport photo identification badge with Restricted Area Driver access and present it to any Airport Police or Airfield Operations personnel on request.
- b. A driver without Restricted Area Driver access shall not drive on the AOA unless guided by an escort vehicle driven by an authorized Restricted Area Driver with an Escort Icon or training with an authorized Restricted Area Driver in the same vehicle.



LAX

Rules and Regulations

Los Angeles World Airports

- c. Permission must be obtained from LAX Airport Operations Airside Section (310) 646-4265, prior to escorting any vehicle onto the AOA when such vehicle does not have the requisite valid Restricted Area Permit decal or Monthly Airfield Access Permit.
- d. Vehicle escorts are limited to one per each escort vehicle driven by an authorized Restricted Area Driver with an Escort Icon.

15. Vehicle Roadworthiness

- a. Before operating any motor vehicle on the Airport, the driver must ensure that the vehicle is in roadworthy condition. No vehicle shall be operated which is not in a sound mechanical and safe condition. The Los Angeles World Airports reserves the right to inspect and declare unfit for use on Airport property any vehicle or piece of equipment that does not comply with all safety requirements.
- b. Vehicles which, by virtue of the work they perform, are regularly driven on the aircraft movement area shall be fitted with a rotating yellow light.
- c. Vehicles designed to transport special goods (i.e., fuel tanker trucks,) shall comply with all pertinent provisions contained in Department of Transportation Regulations and Section 407 of the National Fire Protection Association Code.
- d. It is the sole responsibility of the vehicle owner and driver for ensuring the roadworthiness and operational safety of the vehicle, and shall in no way be reduced or restricted by the issuance of a Restricted Area Permit decal or Monthly Airfield Access Permit or by any technical inspections carried out by LAWA personnel.

16. Emergency and Special Purpose Vehicles

- a. All vehicles proceeding with a red rotating beacon or red and blue light bars, and all vehicles guided by them, i.e., Aircraft Rescue and Firefighting, Airfield Operations and Airport Police vehicles, and all LAWA vehicles proceeding with a yellow rotating beacon, i.e., Airport busses, special purpose vehicles, are exempt from the speed limit when responding to an emergency or other special situations and may leave the established roadways, if necessary, or when appropriate.
- b. All drivers must exercise special caution when in proximity to these vehicles.



LAX

Rules and Regulations

Los Angeles World Airports

- c. All vehicles described in this subsection, however, must yield the right-of-way to taxiing aircraft.

17. Actions in Case of Accident

- a. In case of an accident involving injury or death to any person, the following must be notified immediately:
 - i. Los Angeles Fire Department - (213) 485-6180 or 911
 - ii. LAWA Airport Police Division - (310) 646-7911
 - iii. LAX ARCC -- (310) 646-4265
- b. All accidents, which result in damage to any property, must also be reported immediately to the LAWA Airport Police Division at (310) 646-7911.
- c. Any accident involving an aircraft and a vehicle must be reported immediately to the ARCC at (310) 646-4265 and LAWA Airport Police Division at (310) 646-7911.
- d. Any vehicle involved in an accident shall not be moved until released by the Airport Police Division.
- e. All persons involved in an accident and all witnesses shall remain at the scene of the accident until an officer of the Airport Police Division arrives. If witnesses cannot remain at the scene of an accident for reasons of other urgent duties, they shall report to the Airport Police Division Office located at 6320 West 96th Street, immediately upon accomplishing their urgent duties.

18. Intoxicants and Drugs

Drivers who operate a motor vehicle or automotive equipment shall not consume intoxicating beverages, drugs or narcotics while on duty; nor shall they have consumed the same within six hours prior to driving upon the AOA.

19. Right-of-Way

- a. All vehicles operated in or upon the AOA shall yield the right-of-way as follows:
 - i. Aircraft which are being taxied, towed or otherwise moved, including their towing and guiding vehicles.



LAX

Rules and Regulations

Los Angeles World Airports

- ii. Emergency equipment responding to an emergency (i.e. Aircraft Rescue and Firefighting, LAX Airport Operations and Airport Police vehicles displaying a rotating red beacon).
- iii. Airport busses operating on taxiways and displaying a rotating yellow beacon.
- iv. Vehicles operating on roadways take precedence over all other traffic in adjacent areas, i.e. leaseholds, aircraft parking and loading ramps, equipment parking areas.
- v. At road intersections or junctions and in all other areas, the right before left principle shall apply, unless prescribed otherwise by traffic signs.

20. Use of Roadways

All traffic in or upon the AOA must, where designated, stay on the roadways (refer to **Drawing No. 2** for designation of roadways). Only designated entry and exit points onto the ramp and apron areas will be used. When driving on ramps/aprons or taxilanes, drive to the outside, but in close proximity to the white apron/ramp limit (wing clearance) line.

21. Speed Limits

- a. Vehicles shall be operated on the AOA at the Airport in strict compliance with speed limits prescribed by LAWA as follows:
 - i. 30 mph on the following roadways unless otherwise indicated:
 - Service Road "R"
 - Service Road "F"
 - Service Road "AA"
 - Service Road E-15
 - Service Road E-16
 - North/South segment of Service Road "A"
 - North/South segment of Service Road "E-17"
 - ii. 20 mph on the following roadways unless otherwise indicated:
 - Service Road "E"
 - Service Road "C"
 - Service Road "A"
 - East/west segment of Service Road "E-17"
 - East/west segment of Service Road "AA"



LAX

Rules and Regulations

Los Angeles World Airports

- iii. 10 mph on all ramp/apron areas and taxilanes.
- iv. At walking speed only in occupied aircraft parking areas, but in no event faster than three mph.
- v. Notwithstanding the above, at no time shall speeds exceed that which is reasonable and prudent, consistent with existing traffic, lighting and weather conditions.

22. Special Safety Rules

- a. The use of vehicles on the AOA shall be limited to the absolute minimum required. Unnecessary running of engines is prohibited.
- b. Hydraulic stabilizers on vehicles may be extended only after it has first been ascertained that all persons are clear of the danger area.
- c. The use of forklifts for cargo handling at terminal gate positions is prohibited.
- d. Moving scissors-type vehicles, with scissors extended, is prohibited, except to position the vehicle against an aircraft for servicing. The scissors shall not be extended behind an aircraft with engines running. When scissors are extended, a safety lock is required to prevent injury to personnel due to inadvertent lowering of the scissors platform.
 - i. A guide person is required whenever the vehicle operator's vision is restricted.

23. Driving Areas

- a. Roadways - defined as the system of marked service roadways, access lanes and passageways or other designated ways set-aside for the movement of vehicular traffic on the AOA.

If a driver's destination is located off the roadways (terminal areas, aircraft positions, equipment parking areas, etc.), the marked roadway shall be used as long as possible. Access to ramp/apron areas shall be accomplished by using designated access lanes with all due care. The shortest route must be taken to/from the roadway. It is prohibited to leave a roadway towards a movement area unless authorized to do so.

- b. Access Lanes - defined as a specially delineated intersection of roadway with an apron taxiway or taxilane.



LAX

Rules and Regulations

Los Angeles World Airports

- i. Entrances/exits to access lanes are delineated by flush mounted red light markers.
 - ii. Access lanes may be used only if it does not hinder or endanger taxiing aircraft traffic. Access lanes must be used with special care and attention and must be cleared immediately if aircraft approach.
- c. Passageways - defined as a special form of roadway in an aircraft position area at a terminal that is bordered by solid yellow lines on both sides.
- i. Passageways located adjacent to aircraft positions at the terminal (two solid yellow or yellow hatching lines) serve to guide emergency and service vehicle traffic in the aircraft position area.
 - ii. Passageways may not be used when aircraft are taxiing in or out. Utmost caution shall be exercised when operating within these areas due to the possibility of obstacles. Vehicles may in exceptional cases, and only when necessary, cross the boundaries of a yellow line area to avoid obstructions. In doing so, vehicles must not in any way hinder or endanger taxiing aircraft traffic.
 - iii. No vehicle shall remain stopped on a passageway except when actively used in connection with servicing operations.
- d. Aircraft Parking Positions - defined as an area around an aircraft position designated for aircraft parking and/or servicing delineated by markings and buildings.
- i. Aircraft parking position areas are bounded by terminal buildings, perimeter fences, roadways, etc., on one side and white boundary lines (wing clearance lines - an unbroken white line which delineates the separation between the aircraft maneuvering and ramp areas) separating it from the taxiways on the other side.
 - ii. No vehicle may operate in or upon an aircraft parking area except when actively involved in aircraft servicing in that area.
 - iii. Drivers of motor vehicles must exercise special caution when aircraft are taxiing into or out of aircraft parking positions.
 - iv. Parking positions about to be occupied by an aircraft can be recognized by observing that the taxi-in area has been cleared up to the white line and that vehicles and servicing equipment are standing by behind this line. Parking positions equipped with passenger boarding bridges will also display an amber rotating light.



LAX

Rules and Regulations

Los Angeles World Airports

- v. Aircraft preparing to depart a parking position can be recognized by observing the red aircraft position light (usually a red strobe type beacon) and running aircraft engines. A departing aircraft can be determined by observing that wheel chocks have been removed from the landing gear and by observing that there are no vehicles and servicing equipment in the immediate vicinity.
 - vi. An aircraft parking position safety zone is delineated by extending an imaginary line running around the aircraft at a distance of at least five feet from the tips of the wings, the nose and the tail. No vehicles are allowed to stop and park within this area except those that have to establish a direct connection with the aircraft for servicing or maintenance.
 - vii. Motor vehicle drivers must exercise special caution when approaching an aircraft.
 - viii. The marking lines and imaginary safety zone in the aircraft parking position area must be strictly observed.
 - ix. Vehicles stopped on active aircraft parking positions must be attended at all times.
- e. Taxiways and Taxilanes - Taxiways are a defined path for the taxiing of aircraft from one part of an airport to another marked by a continuous yellow centerline. Taxilanes are a defined path for the taxiing of aircraft, which provides access from taxiways to aircraft parking positions and other terminal areas marked by a continuous yellow centerline.
- i. Taxiways and taxilanes are reserved for taxiing aircraft traffic.
 - ii. Driving of motor vehicles on aircraft taxiways and taxilanes is prohibited, except when crossed at designated roadways and access lanes. Stopping on aircraft taxiways and taxilanes at anytime is prohibited.
 - iii. No person or vehicle shall cross taxiways/taxilanes if an aircraft is taxiing in the vicinity. Ground vehicles must stop at the "Stop for Aircraft" sign and yield the right of way to the taxiing aircraft.
- f. Equipment Parking Areas
- i. Equipment parking areas are marked by unbroken white boundary lines and/or by fences, buildings and signs.



LAX

Rules and Regulations

Los Angeles World Airports

- ii. An equipment parking area may also be located within a staging area, (an area next to an aircraft parking position where servicing equipment is assembled prior to the arrival of an aircraft) in the aircraft parking position area.
- iii. Restricted standby areas are marked on an aircraft parking position by unbroken red and white lines. All equipment shall be cleared from this area immediately after completion of aircraft servicing activities.

24. Movement Area

The movement area consists of runways, taxiways and other areas of the Airport, including the surrounding safety areas, which are used for the taxiing, hover taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas. The apron is not considered to be part of the aircraft movement area.

- a. The aircraft movement area is reserved for flight operations. Walking or driving in or upon the movement area is prohibited, unless approved by LAX Airport Operations and the FAA ATC Tower.
- b. All vehicles operating in the movement area shall be equipped with a lighted, rotating lamp to make their movements clearly discernible and have two-way radio communications with the FAA ATC Tower.
- c. All traffic must at all times comply with the directions of LAX Airport Operations.
- d. No vehicle shall cross a runway unless escorted by an LAX Airport Operation's vehicle.
- e. All vehicles, except in emergencies, shall enter or exit a closed runway at the approach or departure end.

25. Stopping, Parking and Unattended Vehicles/Equipment

- a. Vehicles shall be parked only in LAWA approved parking areas and shall be secured against uncontrolled rolling by an engaged handbrake or equally effective measure. Ignitions shall be switched off unless required for auxiliary functions.
- b. The parking of vehicles in the painted restricted area around ramp fire hydrants and the blocking of approaches to such hydrants is prohibited.



LAX

Rules and Regulations

Los Angeles World Airports

- c. No vehicle shall be stopped or parked on any taxiway, taxilane, access lane, passageway or area marked with solid red or red hatching lines. The authorized use of a vehicle in these areas must receive prior clearance from LAX ARCC (310) 646-4265.
- d. No vehicle or equipment shall be stopped or parked in an area that blocks the ingress/egress of emergency vehicles, including LAX Airport Operations and Airport Police vehicles.
- e. No person shall stop or park a vehicle, position an object, or carry out work behind another vehicle, which can only be reversed out of its existing position. If it is not possible to avoid this situation, the driver of the blocked vehicle shall be immediately notified.

26. Driving Under Aircraft

Except where a vehicle is actively involved in servicing aircraft, no driver shall drive any motor vehicle under any portion of the aircraft. When driving under an aircraft, a vehicle must be driven the slowest speed possible paying attention to height restrictions. A guide person shall be used, even when moving forward, if for any reason the vision of the driver of a motor vehicle is obstructed. This section shall not apply to fueling operations, which are separately covered by Section 6.

27. Reversing and Driving Backwards

Reversing and driving backwards is permitted only if existing conditions make it impossible to drive forward. When reversing or driving backwards, it is the driver's responsibility to ensure that the path is free of obstacles. If the vision of the driver of a motor vehicle is obstructed to the rear for any reason, a guide person shall assist the driver.

28. Driving Behind Aircraft Engines

Minimum safe distances must be maintained when operating a motor vehicle in front of or behind aircraft with running jet engines. When engines are running at high power, such as during maintenance runs, taxi or takeoffs, vehicles shall remain well clear until the run has subsided or the aircraft has departed.

Note: Restriction for vehicular traffic on Service Road "E" at Twy "Q" and Twy "S" due to jetblast. Vehicles holding on Service Road "E" for B-747 aircraft turning from Taxiway "D" westbound to Taxiway "S" southbound must not proceed through the intersection till the aircraft has completed turn and is established on Twy "S."



LAX

Rules and Regulations

Los Angeles World Airports

29. Driving Between Aircraft and Loading Gate / Bus

- a. In aircraft parking areas, drivers must be especially watchful for pedestrians. At no time shall a vehicle be driven between an aircraft and a loading gate when passengers are using the walkways.
- b. No vehicle shall be driven in any area between a bus and an aircraft, loading gate or building when the area is actively being used as a walkway for passengers.

30. Pedestrian Movement

- a. Pedestrian traffic is prohibited on AOA roadways and apron/ramp areas.
- b. Pedestrians on the runways and taxiways are strictly prohibited.

31. Motorcycles and Bicycles

The use of two wheeled cycles, motor-driven bikes and motorcycles on AOA roadways and ramp/apron areas is prohibited.

32. Electric Carts

Electric carts are subject to approval by the Airport Operations Manager. All requests should be made in writing and should include specific details on the vehicle and the location of use. Refer to Section 04, paragraph 5e thru 5g.

33. Ground Equipment Inspection Program (GEIP). The primary goal of the LAX Ground Equipment Inspection Program is to increase the safety awareness on the airfield and to reduce equipment and property damage caused by defective ground equipment. The Ground Equipment Inspection Office via the LAX ARCC (310) 646-4265 will institute the following procedures to accomplish this goal:

- a. Conduct physical inspection of equipment.
- b. Follow-up on repairs.
- c. Investigate all breakaway occurrences
- d. Monitor owner/operator inventory records.
- e. Review ground equipment maintenance records.
- f. Review operator training records.



LAX

Rules and Regulations

Los Angeles World Airports

- g. Provide training to groups interested in increasing safety awareness with Ground Support Equipment.

Airport Operations reserves the right to inspect equipment for repairs corrected under the SAFE Program (See Appendix # 4).

34. Towed Vehicles

- a. The total length of a combination of tractor and towed vehicles (except fire vehicles) inclusive of load and bumpers shall not be more than eighty-five (85) feet.
- b. There shall be no more than five (5) LD-3 size containers, carts, pods, igloos, etc., or four (4) LD-7 or larger size trailer units in any combination of vehicles; but in no event shall the number towed exceed that which are under control, tracking properly and safely. **NOTE: If a LD-7 or larger trailer unit is in any combination, the maximum number of units shall be four (4). These towing limitations pertain to loaded or unloaded dolly trains. However, no citations will be issued to persons for towing more than six carts and dollies in staging areas and terminal gate areas.
- c. No single vehicle or a tractor semi-trailer unit shall exceed fifty (50) feet in length.

35. Trailer Restrictions

Trailers shall not be permitted on the AOA unless equipped with reflective markings and equipped with proper brakes so that when disengaged from a towing vehicle, neither aircraft engine blast nor wind will cause such equipment to become free rolling. Positive lock coupling shall be required for all towed equipment. The yokes of trailers shall also be inspected frequently for metal fatigue by the owner/operator to preclude yoke malfunctions.

36. Vehicle Lights/Reflectors

- a. While operating on the AOA from sunset to sunrise, or when limited visibility conditions are present, a vehicle's lights must be switched on (low-beam lights). All headlights, taillights, turn signal lights and running or clearance lights on a vehicle shall be in proper working order.
- b. Any cart or piece of equipment being towed after darkness must have 3" diameter reflectors, reflective tape or operable lights on both sides and rear.
- c. All vehicles being guided must switch on their low-beam lights.



LAX

Rules and Regulations

Los Angeles World Airports

- d. Driving with parking lights only or high beam headlights is prohibited.

37. Passenger and Employee Transportation

Passengers and employees may be transported only in vehicles equipped for that purpose, provided the driver has been appropriately trained to operate said vehicle. Class A and B licensing is not required when operating on the AOA but it is strongly recommended that drivers hold a valid and appropriate license and medical certificate for the vehicles they are operating. Seatbelts, if available, shall be fastened by all.

38. Freight / Cargo Transportation

All freight/cargo must be transported in a manner that prevents spillage. The use of netting, carts with curtains or in the case of oversize cargo, rope or strapping shall be used for such purpose. Prior to starting, the driver must check that the load and any trailers are properly secured and connected. Roadblocks by Airport Police will be used to enforce these rules. If freight/cargo being transported are not secure the shipment will be detained and not allowed to continue until properly secured.

39. In-flight Kitchen / Cabin Service Trucks

In-flight kitchen and cabin service trucks should be operated in such a manner so that trash bags do not have the potential of falling or being blown off the vehicle. They should be stored behind closed doors in the vehicle or placed in a trash receptacle before driving in the AOA. Service vehicles are prohibited from having open doors or personnel on the rear landing of the vehicle while in motion.

40. Transportation of Hazardous Material

- a. Due to the extreme impact of a hazardous material spill on airport operations, exceptional care must be exercised when transporting hazardous material.
- b. The freight/cargo must be secured before movement on the AOA.
- c. Any violations shall be reported to the Airport Manager for review and further administrative action.
- d. Refer to Section 6 Fire & Safety - Handling of Explosives and Other Hazardous Materials for further information.



LAX

Rules and Regulations

Los Angeles World Airports

41. Traffic Obstructions

- a. Any mail sack, package, object or other property observed unattended on ramp/apron area or roadway shall be removed and turned in to Airport Police at Access Post #2 for distribution to the proper agency or owner.
- b. Any condition which creates a hazard or obstruction to traffic in the AOA shall immediately be reported to LAX Airport Operations Airside Section (310) 646-4265 and removed as soon as possible by the responsible tenant.
- c. After aircraft servicing has been completed, the aircraft position area must be cleared of all vehicles and other obstructions without delay. This does not apply to equipment staging areas per page 4-12, paragraph 22f. Equipment Parking Areas.

42. Special Weather and Road Conditions

- a. Special caution is necessary if markings on the road surface (traffic signs, stop lines, etc.) are not visible because of adverse weather and road conditions. All persons operating a motor vehicle shall drive at speeds that are reasonable and prudent under the prevailing conditions.
- b. In low visibility weather conditions (RVR below 1200'), LAX Airport Operations and LAX ATCT will determine the implementation of the Surface Movement Guidance and Control System (SMGCS) Plan. All traffic in the aircraft movement area shall be prohibited. This section shall not apply to vehicles responding to an emergency or other special situation as described on Page 4-7, Paragraph 17.
- c. All non-essential vehicle operations not directly supporting aircraft servicing will be restricted when the SMGCS Plan is in effect. The concerned airline operations control section shall decide which vehicles are required for this purpose.
- d. See Surface Movement Guidance and Control System (SMGCS) Plan **Appendix #06** for complete document.

43. Maintenance of Vehicles and Ground Servicing Equipment

- a. Repairing, dismantling or servicing equipment in any area other than the tenant's approved leasehold is prohibited.
- b. Maintenance of vehicles and equipment at terminal gate positions or adjacent apron/ramp areas is prohibited.



LAX

Rules and Regulations

Los Angeles World Airports

44. Derelict Equipment Retrieval Program

- a. LAX Airport Operations Ground Equipment Inspection Program (GEIP) office will administer the Derelict Equipment Retrieval Program. In conjunction with Airport Police, this office will handle the impounding of all equipment. For inquires, contact GEIP via the LAX ARCC (310) 646-4265.
- b. Prior to equipment impoundment, Ground Service Equipment (GSE) owners will be contacted to remove derelict equipment. The notification process will be as follows:
 - i. **First Notification:** Upon first observation, an Airport Operations representative will contact a designated company representative to request equipment pick-up.
 - ii. **Second Notification:** After a period of at least one-hour, a second request for pick-up will be made to non-responsive owners. At this point, notice of intent to impound will be given.
 - iii. **Third Notification:** After a period of not less than 24 hours from the first notification, the equipment will be impounded.

NOTE: All vehicles or equipment creating imminent safety hazards are subject to immediate impound.

- c. **Impound Retrieval.** A fee will be attached to impounded equipment. Steps for retrieving impound equipment.
 - i. GSE owners are to report to Airport Police Station, 6320 W. 96th Street, to pay impound charges.
 - ii. GSE owners contact LAX Airport Operations Airside Section (310) 646-4265 to arrange for access to the impound lot for equipment pickup. **The GSE owner must present a receipt of impound charges paid before equipment is released.**

Impound charges and storage fees are as follows: \$150.00 impound charge, \$25.00 per day of storage fees or fraction thereof. **Equipment not retrieved within 30 days may be eligible for salvage (Board Order AO-5078).**



LAX

Rules and Regulations

Los Angeles World Airports

45. Traffic and Access Control

- a. The responsible office for passenger and vehicle traffic control on the Airport is the Airport Police Division.
- b. All persons entering the AOA located inside the perimeter security fence including the runways, taxiways, infield areas, service roads, fuel storage facilities, aircraft parking and service aprons/ramps including terminal, cargo and hangar areas; and all other airfield restricted areas, are required to have a LAX Security Identification badge in their possession at all times or be under escort by an individual with a valid LAX Security Identification Badge with Escort Icon.
- c. Permits and/or identification badges shall be presented to the guard at inspection stations and control posts upon entry without special request.
- d. Airport Police personnel are authorized to check all persons and vehicles in the AOA to determine identity, ensure compliance with these Rules and Regulations, and protect all persons and property in the area.
- e. The LAX Airport Operations is also responsible for traffic control on the apron/ramp and authorized to check persons and vehicles within the provisions of the law.
- f. Under emergency conditions and by specific orders of Airport Police or LAX Airport Operations personnel, traffic may be detoured, halted or diverted in any manner to maintain safe and efficient operations in the AOA.
- g. Airport Police and LAX Airport Operations are authorized to prevent any persons from driving in the AOA whose conduct may endanger persons or property. In such cases, the driver's permit may be confiscated.
- h. All gates or entrances providing access to the AOA must be closed or barricaded immediately after passage by the user. Any gate observed open shall immediately be reported to the LAWA Airport Police Division (310) 646-7911.

46. Contractor Vehicle Operations

- a. Contractor vehicles will not be permitted within the AOA without permission of the Executive Director or designee. These vehicles must have a Monthly Airfield Access Permit and meet, as a minimum, the following requirements:



LAX

Rules and Regulations

Los Angeles World Airports

- b. Construction contractors working in the AOA that need to operate vehicles on runways, taxiways and ramp/apron areas shall be escorted by LAX Airport Operations Airside Section (310) 646-4265, and shall furnish flag persons and traffic signals as required by LAWA.
- c. All construction activity adjacent to any portion of the movement area shall be coordinated with LAX Airport Operations Airside Section (310) 646-4265 on a daily basis.
- d. Construction contractors working on the Airport that require frequent access to the AOA through gates not normally controlled by security guards shall furnish guard personnel to control such gates and prevent access to the AOA by unauthorized persons and vehicles.

47. Vehicle Flag Requirements

- a. The requirements for flags on construction-related vehicles are as follows:
 - i. All vehicles and/or equipment that will be parked close to runways, taxiways/taxilanes and aircraft maneuvering areas.
 - ii. All vehicles and/or equipment that are operated adjacent to any runway, taxiway/taxilane, aircraft maneuvering area and/or aircraft parking positions, and when not under proper escort on the service roads.
 - iii. All contractors' vehicles utilized to escort sub-contractors on the service roads and aircraft ramps.
 - iv. All cranes (at highest point) during daylight hours, and at night when the boom is up, a steady red light (minimum of 100 watts).
 - v. The exception to the above is for vehicles properly escorted to and from terminal buildings and parked well clear of aircraft maneuvering areas and aircraft parking positions.

48. Vehicle / Equipment Inspection Program

- a. Implemented by Airport Police, the program (Appendix 5) identifies vehicles or equipment, in need of repair, operating the Air Operations Area. Coordinator of the Vehicle / Equipment Inspection Program can be contacted at (424) 646-5587.
- b. Airport Police Officer will issue an Airfield Citation and place a Blue Identifier Tag on the defected vehicle and/or equipment.
- c. The company has 72 hours to repair the vehicle/equipment.



LAX

Rules and Regulations

Los Angeles World Airports

- d. Company employee must bring the repaired vehicle/equipment to the Inspection Station located on Service Road "E" at Twy "E-13" for verification. If the repair is acceptable, the inspector will remove the Blue Identifier Tag and issue a receipt.
- e. Any vehicle/equipment in use past the 72-hour period with a Blue Identifier Tag will be escorted to the company leasehold and given a Red Identifier Tag. The vehicle/equipment is to remain "out of service" until repaired.
- f. Airport Police will impound vehicles/equipment operating on the AOA with a Red Identifier Tag.

49. Security and Airfield Enforcement Program (SAFE)

- a. The SAFE Program is in place to identify violations of the LAWA Rules and Regulations on the AOA.
- b. When a SAFE Violation Notice is issued and within 72 hours of issuance, the supervisor of the notice recipient must return the signed notice to the Airport Police Division identifying the corrective action taken. Failure to do so will result in deactivation of the notice recipient's Security Identification Badge.
- c. See SAFE Document in **Appendix # 4** for further details.

50. Commercial Passenger Vehicles Operating at the Airport

All commercial vehicles and the owners, operators, and drivers thereof transporting or offering to transport passengers shall operate at the Airport in compliance with the applicable rules and regulations of the Ground Transportation Permit Program as stated. The following link will direct you to the Commercial Vehicles Rules and Regulations:

<http://www.lawa.org/airops.aspx?id=864&linkidentifier=id&itemid=864>

51. Compliance and Enforcement of Motor Vehicle Operations Rules and Regulations

- a. All persons, while on the Airport, shall comply with all lawful orders or directives given by representatives of Airport Police, LAX Airport Operations and/or LAX Landside Operations. This obligation also applies to orders issued by persons exercising legal powers within the scope and course of their employment and duties, i.e. Los Angeles Fire Department, Los Angeles Police Department, Federal Aviation Administration, U.S. Customs and Immigration Services, Transportation Security Administration, etc.



LAX

Rules and Regulations

Los Angeles World Airports

- b. Violations of these Rules and Regulations may lead to temporary suspension or permanent revocation of the privilege to operate a motor vehicle on the Airport. It is the intention of the Airport, through the SAFE Program and Commercial Passenger Vehicle Rules and Regulations, to encourage drivers to operate in an orderly and safe manner by complying with the rules and regulations contained herein.
- c. Any Airport Police Officer, LAX Airport Operations representative, LAX Landside Operations representative, or other LAWA representative designated by the Director shall have authority to enforce these Rules and Regulations as applicable to their appropriate areas of responsibility and oversight.
- d. Many of the rules and regulations applicable to the operation of motor vehicles on the Airport are contained in City ordinance or in the statutes of the State of California Vehicle Code and/or the City of Los Angeles Municipal and Administrative Codes.
- e. Driving on the AOA of the Airport is a privilege granted by the Executive Director and may be suspended or revoked at any time for just cause.
- f. Commercial Passenger Vehicle access on the Airport is a privilege granted by the Executive Director and may be suspended or revoked at any time for just cause.



SECTION 10



Los Angeles World Airports

LAX Security Badge Program

The Airport Police Division, Security Technology Section will review requests for LAX Security ID Badges on an as needed basis. For information on LAX ID Badge requirements, please contact the Security Badge Office at:

LAWA Airport Police Division
Security Technology Section
P.O. Box 92216
Los Angeles, CA 90009

Phone: (424) 646-5500
Fax: (424) 646-9272

While in communication with Airfield Permits, please remain in contact with your enrollment coordinator at the Security Badge Office. Other facets of your Security Badge enrollment may proceed while waiting for your permit(s).

Upon execution of the required permit documents, the Security Badge Office will be notified of the authorization to continue the badging process.

Fingerprint

Pursuant to Public Law 106-528 all Authorized Signers and Certified Trainers must submit to a Criminal History Records Check (fingerprinting). Your company's highest-ranking local authority will need to designate a Signer (person authorized to sign Security Badge forms) and Trainer (person certified to administer airport security training). They may or may not be the same individual. **Once fingerprinted, allow up to 30 days for results.**

Certified Training Class

Federal mandate requires every person needing restricted area access first receive 49 CFR 1542 Airport Security Training. The designated person(s) will be certified by Badge Office staff to conduct the security training for your company employees. All Trainers must clear fingerprints prior to attending class. Your enrollment coordinator will schedule training and notify you of class date and time.

Enrollment Meeting

Once all required documents have been reviewed and approved by the Security Badge Office, the designated Authorized Signer will meet with their enrollment coordinator. During the "Enrollment Meeting" forms, procedures, and responsibilities will be provided and discussed.

U.S. Customs

Contact U.S. Customs if company employees have an operational need to be in the Customs area, (310) 215-2407.



SECTION 11



Los Angeles World Airports

Leasing and Subleasing Prerequisites for Air Carriers Planning to Operate at LAX

Los Angeles International Airport is owned and operated by the City of Los Angeles. Air Carriers may be authorized to use the City-owned airport facilities by executing Leases issued by the City's Department of Airports, Property Division or through Subleases issued by Air Carrier Lessees and approved by the Department of Airports.

Air Carrier applicants that plan to use other Air Carrier's leased facilities must obtain and execute Subleases with Air Carrier Lessees and submit the executed subleases for the advance written approval of the Department of Airports.

All Leasing/Subleasing arrangements are separate and apart from the Air Carrier Operating Permit. All fees, rates, and charges associated with Leasing/Subleasing arrangements are separate and apart from those associated with the Air Carrier Operating Permit such as landing fees and aircraft parking fees. Please prepare a letter on your company's letterhead describing your intended Leasing/Subleasing arrangements, including terminal and ticket counter location. The letter must also contain the following language:

Through my signature below, I understand that:

1. Air Carriers that intend to utilize City-owned airport property must either enter into a Lease issued by the Department of Airports, Property Division; or enter into a Sublease issued by an Air Carrier Lessee and approved by the Department of Airports.
2. Air Carrier applicants that intend to enter into a Sublease must submit the Sublease, fully executed by the corporate officers of both Air Carriers, at least three weeks prior to applicant Air Carrier's planned commencement date of operations at LAX.
3. A Non-Exclusive Air Carrier Operating Permit does not grant or imply permission to lease any property at any of the LAWA Airports. This letter only identifies our initial request for leasing/subleasing arrangements.

The Leasing/Subleasing letter should indicate a contact person, including name, title, address, telephone and fax number. The Leasing/Subleasing letter should be sent to the Airfield Permits Unit at least 30 days prior to the planned date to commence operations to:

Los Angeles World Airports
Manager, Airfield Permits Unit
P.O. Box 92216
Los Angeles, CA 90009-2216

The Airfield Permits Unit will retain a copy of the letter and forward the original to the LAWA Property Division. Please contact the LAWA Property Division directly with questions regarding LAX leasing and subleasing by telephone at (424) 646-7200 or by fax at (424) 646-9256.



SECTION 12



Los Angeles World Airports

**Facilities Planning Division
Environmental Graphics Unit**

For information regarding signage, please contact:

Diane Imori-Rodgers
Graphics Supervisor II
Facilities Planning
Division
6053 W. Century Blvd
6th Floor
Los Angeles, CA 90045

Phone: (424) 646-5181
Fax: (424) 646-9208



LAX

Los Angeles World Airports

Rules and Regulations

AIRPORT SIGN POLICY

This section provides a brief overview of the Los Angeles International Airport Sign Policy for tenant signage in the Central Terminal Area. For a full version of the LAX Tenant Sign Standards, visit the Airports and Facilities Planning listing in the LAX web site (http://www.lawa.org/welcome_lax.aspx?id=1180).

These guidelines are intended to provide tenant signage criteria for the existing and the new or remodeled terminal facilities being proposed and constructed at LAX. This policy is meant to provide the minimum limitations on signage in these areas.

It is understood that any signs not having the approval of Los Angeles World Airports (LAWA) in writing shall not be installed and any existing signs not having approval of LAWA shall be removed; and the request for approval shall be submitted in accordance with Paragraph 5 of this policy. If any existing sign exceeds the limitations stated in this policy, but has previously been approved by LAWA, that sign shall be allowed to remain as is. However, if there is to be a change or relocation in any way involving approved signs, LAWA shall require these signs to be changed to conform to the limitations of this policy.

The purpose of this sign code is to provide an effective signing program to aid the public using airport facilities and, at the same time, limit the advertising nature of such signing. In short, the acceptable criteria for a sign are one that meets the immediate needs of the airport user. Signs of an advertising nature will not be allowed.

In practice, regardless of the many guidelines, unauthorized signs always pose problems. LAWA will, periodically, review the leaseholds for signage compliance. By referring to this policy for the proper procedures and limitations, unnecessary expenditures and inconveniences can be alleviated.

1. General Rules and Definitions

- a. All signs shall be of an informative nature designed to meet the immediate needs of the traveling public. Signs of an advertising nature are not permitted unless contracted with LAWA's Commercial Development Department.
- b. No backwashed, animated, or flashing signs are permitted. Internally illuminated signs shall be kept to a minimum and will only be allowed in the specific circumstances mentioned in the text of this code.
- c. Signs in public areas are the responsibility of LAWA. Signs in leased areas are the responsibility of the tenant.
- d. No signs shall be permitted on exterior doors or windows except those required to meet safety standards.



- e. No signs shall be permitted on the roof of any building. This regulation also applies to any structure atop a building, such as the ticketing building pylons.
- f. No exposed cans, raceways, crossovers, or exposed neon tubing shall be permitted.
- g. All signs must meet safety standards. All illuminated signs shall bear the label of the Underwriters' Laboratories, Inc., and shall meet all local code requirements.
- h. Signs or gimmicks of a promotional nature may be displayed if such signs or gimmicks are first authorized in writing by the Deputy Executive Director, Facilities Management Group, Los Angeles World Airports; with the understanding that such gimmicks are of a temporary nature. The Deputy Executive Director shall approve the duration of the promotional activity, but that said activity shall have a maximum longevity of 30 days.
- i. Signs not covered in this code are to be considered prohibited. Exceptions may be granted if such additional signing serves the public.

2. Exterior Airline Signs - Ticketing and Satellite/Concourse Buildings

- a. Ticketing Buildings (upper and lower levels). No signage shall be permitted on the exterior surfaces of the ticketing buildings. Signing for the tenants and terminal activities will be limited to sign modules under the canopies and under the elevated roadways. All under canopy and roadway signing shall be furnished and installed by LAWA. The copy on these signs will be limited to the system alphabet (Helvetica) and color or logo/signatures will not be permitted. The copy, frequency, and placement of these signs will be determined by LAWA.
- b. Sidewalk Check-in Facilities. Airline identification signs shall be permitted on curbside check-in counters. Letter area and logo height shall not exceed six inches. These signs shall be attached to the check-in counter only. No signs shall be permitted on conveyor systems, housings, or other structures.
- c. Satellite/Concourse Buildings. No signs shall be permitted on the exterior surfaces of the satellite/concourse buildings or tenant constructed appendages except those relating to safety or numerical gate identification. Gate numerals shall have a height of 18 inches. Such signs may be illuminated as specifically approved.



3. **Interior Airline Signs - Ticketing and Satellite/Concourse Buildings**

- a. Ticketing Buildings. Airlines are responsible for the primary airline identification (recognized logo/signature) shall be confined to the counter backwall.

Airline identification on the overhanging fascia will be limited to the corporate name in the system alphabet (Helvetica) and is the sole responsibility of LAWA.

Airline identification will be limited to the basic corporate name in the system alphabet (Helvetica) on the fascia. Additional copy such as "Airlines" will not be permitted. Frequency and copy size will be governed by linear counter length, architectural guidelines for that building, and follow the standards set by LAWA. All fascia signs are the sole responsibility of LAWA.

- b. Baggage Claim or Check-In Signs. Signs directly relating to the claiming of baggage or check-in of baggage are permitted. Letter height is restricted to a maximum of 4 inches with a maximum letter area height of 18 inches.
- c. Satellite/Concourse Buildings. No signs in these areas shall be illuminated, except numerical gate identification signs.

4. **Concessionaire Signs in the Passenger Areas**

- a. Auto Rental Agency

- i. Identification on the overhanging fascia will be limited to the basic corporate name in the system alphabet (Helvetica). The letter height will be dictated by the signage system or motif requirements of that area or building and approval by LAWA.
- ii. Corporate identification (recognized logo/signature) shall be confined to the counter backwall. The backwall treatment shall be restricted in display content to one logo/signature. The maximum letter height is 8 inches and the maximum letter area height will be 12 inches. Internally illuminated combination logo/reservation plastic holders are not permitted.
- iii. Line control or queue signs suspended from the fascia directly above the counters shall be greater than 4 inches high and the letters shall not exceed 2 inches in height. Logo/signatures shall not appear on these devices nor shall they have additional attached appendages. These signs shall match in illumination and clear distance from the floor.



LAX

Los Angeles World Airports

Rules and Regulations

- iv. Signs used to identify unoccupied counters or telephones for this purpose shall have a maximum letter height of 1 inch and a maximum letter area height of 4 inches.
- b. Bus and Limousine Services. All signs for bus or limousine services shall have a letter height not to exceed 4 inches, with a maximum letter area height of 12 inches.
- c. All Other Concessionaires. Concessionaires must submit graphics and sign proposals to LAWA for review. Graphics, signs, and letters sizes will be approved based on each individual situation. Refer to the "Los Angeles World Airport Concession Design Guidelines" in the Concessions Management Division listing on the LAX website

5. Submitting Sign Requests

- a. Before any sign may be installed, drawings must be approved by the Executive Director of Los Angeles World Airports. Submit all requests to:

Chief Airports Engineer
Facilities Engineering & Technical Services Division
Los Angeles World Airports
7301 World Way West, 5th Floor
Los Angeles, CA 90045
Tel: 424-646-5700
Fax: 310-417-0532

Sign drawing shall include but not be limited to the following:

- i. A scale drawing of sign location and an elevation view of building fascia or wall showing the sign in place
- ii. A detail scale drawing of the sign showing letter style, dimensions, and specifications describing materials and color
- b. For other buildings or conditions not listed in the code, review and approval of signs will be based on those portions of this Sign Policy deemed to be most applicable to the sign presented for approval.
- c. Every sign permit issued shall expire 180 calendar days from the date of issuance if the work permitted thereunder has not commenced, or if the work started has been suspended for a period of 180 days or more.
- d. All signs must comply with LAX Tenant Sign Standards which can be downloaded from http://lawa.org/welcome_LAX.aspx?id=1180



SECTION 13



Los Angeles World Airports

LAX Contacts

Los Angeles World Airports

One World Way
Los Angeles, CA 90045

Mail:

P.O. Box 92216
Los Angeles, CA 90009-2216

LAX Airport Manager's Office

Jeff Mort, Chief of Operations II
7333 World Way West, 2nd Floor
Los Angeles, CA 90045
(424) 646-7489
JMort@lawa.org

LAX Airport Response Coordination Center – Gate Management

Regina Tennelle, Sr. Management Analyst
7333 World Way West, 2nd Floor
Los Angeles, CA 90045
(424)646-8252
RTennelle@lawa.org

LAX Terminal Operations/Landside

Viji Prasad, Chief of Operations II
Tom Bradley International Terminal
380 World Way, 5th Floor Northside
Los Angeles, CA 90045
(424) 646-8251
VPrasad@lawa.org

LAX Airfield Permits Office

Tracie Edwards, Sr. Management Analyst
7301 World Way West 1st Floor, Room 100
Los Angeles, CA 90045
(424)646-5880
TEdwards@lawa.org

LAX Accounting Revenue Office

Revenue Invoices and Remittance

LAWA Revenue Section
P.O. Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-7651
Fax: (310) 645-2773

Security Deposit/Faithful Performance Guarantee

LAWA FPG Administrator
Attn: Douglas Colson
P.O. Box 92216
Los Angeles, CA 90009-2216
(424) 646-7610

LAWA Financial Systems

Submit Monthly Activity Reports to:

LAWA Business Development
Attn: RAMS
6053 W. Century Blvd, Suite 601
Los Angeles, CA 90045
Phone: (424) 646-7330
Fax: (424) 645-4685/(424) 646-9242
Email: Airstatistics@lawa.org

LAWA Insurance Compliance Office

LAWA Insurance Compliance
P.O. Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5480
Fax: (310) 215-5300

Agency Contacts

Transportation Security Administration (TSA)

Jason Pantages, Assistant Federal Security Director-Screening
5767 W. Century Blvd., Suite 300
Los Angeles, CA 90045
(310) 242-2956
Jason.Pantages@dhs.gov

Federal Aviation Administration (FAA) Control Tower

Sherry Avery, Air Traffic and Control Manager
245 World Way North
Los Angeles, CA 90045
(310) 342-4921
sherry.avery@faa.gov

U.S. Customs and Border Protection

Mitch Merriam, Area Port Director for Los Angeles
11099 S. LaCienega Boulevard., #201
Los Angeles, CA 90045-6115
(310) 215-2618
mitch.merriam@dhs.gov

Scott Jackson, Assistant Port Director for Passenger Operation
(310) 348-4642
scott.t.jackson@dhs.gov

Organization Contacts

LAX Airport Airline Affairs Committee (AAAC)

c/o AvAirPros

Laurie Peters, Managing Director

(310) 760-2205

lpeters@avairpros.com

LAXTEC Corporation (consortium of carriers utilizing the Tom Bradley International Terminal)

Alan Ogawa, Interim Executive Director

Tom Bradley Intl Terminal

L. A. International Airport

380 World Way

Suite 5213A

Los Angeles, CA 90045

(310) 760-2202

