

SUPPLEMENTAL RULES OF THE COLUMBUS REGIONAL AIRPORT AUTHORITY

***Amending and supplementing the Rules
Previously effective July 20, 2009***

Effective September 1, 2014

Port Columbus International Airport

***Rickenbacker International
Airport/Rickenbacker Inland Port***

Bolton Field Airport

Section 1

GENERAL RULES

Section 1.8 RIGHT TO OPERATE AND DEVELOP AIRPORT

Authority reserves the right to operate and to further develop, improve, repair, alter, add to, and operationally change the Airport, including but not limited to its roadways, parking areas, terminal facilities, aprons, landing areas and taxiways, as it may see fit, without interference or hindrance by any entity, including Off-Site Parking or Rental Car Operators, doing business in, on, at, to, or from the Airport and free from any and all liability to any entity, including Off-Site Parking or Rental Car Operators, doing business in, on, at, to, or from the Airport for damages, including but not limited to lost profits, lost business and lost opportunities during and as a result of the making of such developments, improvements, repairs, alterations, additions or operational changes.

Section 1.9 SUBORDINATION

These Rules and all permits will be subordinate to the provisions and requirements of any existing or future agreement between the Authority and the United States of America relative to the development, operation or maintenance of Airport.

Section 13

FEES, RATES, AND CHARGES FOR THE CONDUCT OF AERONAUTICAL ACTIVITIES AT AN AIRPORT

Section 13.1 DEFINITIONS RELATED TO SIGNATORY CARRIER STATUS AT PORT COLUMBUS INTERNATIONAL AIRPORT (CMH)

- A. Airlines – means all certificated operators of aircraft providing scheduled or charter air transportation of passengers and where said operators are not exempted from the collection of Passenger Facility Charges (PFC's) for passenger enplanements occurring at CMH.
- B. Signatory Airline – an Airline that has executed a Signatory Airline Operating Agreement and Lease currently in effect with the Authority or is an Affiliated Airline of such Airline.
- C. Non-Signatory Airline – an Airline using CMH which is not a Signatory Airline.
- D. Non-Airline Commercial Operator – an operator of aircraft (certificated or not), not meeting the definition of "Airlines" above, and providing scheduled or charter commercial air transportation of passengers, property, or mail, or any combination thereof, by air to and from CMH.

- E. Non-Airline Non-Commercial Operator – an operator of aircraft (certificated or not) generally providing non-commercial air transportation of passengers, property, or mail, or any combination thereof, by air to and from CMH.

Section 13.2 DEFINITIONS RELATED TO SIGNATORY CARRIER STATUS AT RICKENBACKER INTERNATIONAL AIRPORT (LCK)

- A. Signatory Cargo Airline or Signatory Operator – an operator of aircraft, including an indirect air carrier, providing scheduled or charter air transportation of property, or mail, or any combination thereof, by air to and from LCK with an approved Use and Operating Agreement and which satisfies one or more of the following requirements:
 - 1. Lease or sublease more than 4,000 sq. ft. of building space at the Airport;
or
 - 2. Has a Contractual Airline Operating Arrangement with an organization who has a lease or sublease of a ground site or building space with the Authority that qualifies as set forth in this section; or
 - 3. Flies six or more Revenue Flights per month to the Airport, as measured by the rolling average of the previous six months.
- B. Non-Signatory Cargo Airline or Non-Signatory Operator – an operator of aircraft providing scheduled or charter air transportation of property, or mail, or any combination thereof, by air to and from LCK that does not meet the definition of a Signatory Cargo Airline.
- C. Contractual Airline Operating Arrangement - a written agreement between an operator of aircraft and another qualified company acting as a contractor, such as a “wet lease”, pursuant to which the contractor provides any agreed upon resources and services, usually at least including the aircraft, to enable the operator to provide scheduled or chartered passenger or cargo services at the Airport.
- D. Signatory Passenger Airline – an operator of aircraft, including an indirect air carrier, providing scheduled public charter air transportation of passengers, by air to and from LCK with an approved Use and Operating Agreement and which satisfies one or more of the following requirements:
 - 1. Lease or sublease more than 4,000 sq. ft. of building space at the Airport;
or
 - 2. Have a Contractual Airline Operating Arrangement with an organization who has a lease or sublease of a ground site or building space with the Authority that qualifies as set forth in this section; or

3. Flies six or more Revenue Flights per month to the Airport, as measured by the rolling average of the previous six months.
- E. Non-Signatory Passenger Airline – those operators of aircraft providing scheduled/unscheduled public charter or private charter air transportation of passengers to and from LCK that do not meet the requirements of a Signatory Passenger Airline.
- F. Non-Airline Commercial Operator – an operator of aircraft (certified or not) generally providing scheduled or charter commercial air transportation of passengers, property, or mail, or any combination thereof by air to and from LCK
- G. Non-Airline Non-Commercial Operator – an operator of aircraft (certificate or not) general providing non-commercial air transportation of passengers, property, or mail, or any combination thereof, by air to and from LCK.
- H. Revenue Flight - each landing of an aircraft by an operator at LCK, other than a landing of an aircraft which:
1. Arrives at the Airport and, without the loading or unloading of any persons, cargo or mail anywhere on the Airport departs from the Airport; or
 2. Departs from the Airport and which returns, without having landed at another airport, for meteorological, mechanical, safety, or any other emergency purpose, or
 3. Training flights.

Section 13.3 FEES, RATES, AND CHARGES.

A. All persons conducting any aeronautical activity in, at, on, to or from any of the Airports without a written agreement or permit to conduct such activity are nonetheless subject to all applicable fees, rates and charges for the activity or activities conducted in, at, on, to or from the Airport and contained in the Authority's Schedule of Fees, Rates and Charges, as updated and amended from time to time, including the reporting, recordkeeping and audit requirements contained in this Section 13.

B. Aeronautical activities are placed by the Authority, into one of three classifications under the Schedule of Fees, Rates and Charges and are subject to the fees within those classifications. Aeronautical activity classifications are as follows:

1. Signatory Airlines (Passenger or Cargo);
2. Non-Signatory Airlines (Passenger or Cargo); or
3. Non-Airline Aviation – all other aeronautical activity,

Additionally, all persons, regardless of classification, conducting aeronautical activity in, at, on, to, or from any of the Airports are subject to the applicable Access Control Fees set forth in the Schedule of Fees, Rates and Charges.

D. Non-Airline aviation companies are required to remit use fees to support the operations of the Airport and its infrastructure. These fees shall be based on the applicable fee percentage as contained in the Authority's Schedule of Fees, Rates and Charges, as updated and amended from time to time, and will be applied to the Non-Airline aviation company's gross revenues.

E. Each Non-Airline Aviation Company conducting activities at **Port Columbus International Airport (CMH)**, and subject to the rates and charges, which stores or sells aircraft fuel or lubricants shall pay to the Authority a fuel flowage fee as set out in the Authority's Schedule of Fees, Rates and Charges, as updated and amended from time to time.

The only exception to the above schedule of payments shall be for sales to:

1. Scheduled air carriers operating under a certificate of public convenience and necessity issued under the Federal Aviation Act of 1958, as amended, provided the carrier is a current signatory airline at Port Columbus International Airport.
2. Any scheduled air carrier not identified in E.1., above, provided that:
 - a. A sale is made to one user; and,
 - b. The sale is for delivery and on-loading for one aircraft at one time; and,
 - c. The sale exceeds 5,000 gallons.

In the event that the scheduled air carrier meets all of the above qualifications, the scheduled air carrier shall be charged the per gallon fuel flowage fee set out in the then current Schedule of Fees, Rates and Charges for Port Columbus International Airport for the entire amount of fuel purchased during each individual transaction.

3. Any air carrier who has executed an Air Cargo Use Agreement for the use of Port Columbus International Airport.

The fee shall accrue upon delivery of the fuel or lubricants to the Non-Airline Aviation Company and payment shall be remitted monthly by the fifteenth day of each month together with a report on a form acceptable to the Authority.

Each petroleum company making delivery of aircraft fuel or lubricants to an operator shall be responsible for payment of the fees thereon in the event the operator fails to make payment.

- F. Each Non-Airline Aviation Company conducting activities at **Rickenbacker International Airport (LCK)** and subject to the rates and charges, which stores or sells aircraft fuel or lubricants shall pay to the Authority a fuel flowage fee as set out in the Authority's Schedule of Fees, Rates and Charges, as updated and amended from time to time.

The only exception to the above schedule of payments shall be for sales to:

1. Scheduled air carriers operating under a certificate of public convenience and necessity issued under the Federal Aviation Act of 1958, as amended, provided the carrier is a current signatory cargo or passenger airline at Rickenbacker International Airport.
2. Any scheduled air carrier not identified in F.1., above, provided that:
 - a. A sale is made to one user; and,
 - b. The sale is for delivery and on-loading for one aircraft at one time; and,
 - c. The sale exceeds 5,000 gallons

In the event that the scheduled air carrier meets all of the above qualifications, the scheduled air carrier shall be charged the per gallon fuel flowage fee set out in the then current Schedule of Fees, Rates and Charges for Rickenbacker International Airport for the entire amount of fuel purchased during each individual transaction.

The fee shall accrue upon delivery of the fuel or lubricants to the Non-Airline Aviation Company and payment shall be remitted monthly by the fifteenth day of each month together with a report on a form acceptable to the Authority.

Each petroleum company making delivery of aircraft fuel or lubricants to an operator shall be responsible for payment of the fees thereon in the event the operator fails to make payment.

- G. Each Non-Airline Aviation Company conducting activities at **Bolton Field Airport (TZR)** and subject to the rates and charges, which stores or sells aircraft fuel or lubricants shall pay to the Authority a fuel flowage fee as set out in the Authority's Schedule of Fees, Rates and Charges, as updated and amended from time to time.

- H. Non-Airline Aviation Company Gross Revenue from sales, services, commissions and brokerage fees shall be determined by the use of the accrual method of accounting but does not include sales and services from one non-airline aviation company to any other non-airline aviation company for resale by the purchasing non-airline aviation company.
- I. For purposes of this Section 13, "Non-Airline Aviation Company Gross Revenue", unless specifically excluded by Section 13.3.J., below, means the total amount charged by a non-airline aviation company conducting business in, at, on, to or from any of the Airports, including any separately stated fees, surcharges and other charges, related directly or indirectly to the non-airline aviation company's activities at an Airport.
- J. Exclusions from Gross Revenue.

Non-Airline Aviation Company Fees shall not be assessed on gross revenues from:

1. Aviation petroleum products for which a fuel flowage fee charge is assessed, including petroleum products sold to signatory airlines.
2. Sale of new and used aircraft (brokerage fees earned, as a result of the sale of an aircraft shall be included as gross revenue).
3. Scheduled air carrier operations conducted pursuant to a certificate of public convenience and necessity issued under the Federal Aviation Administration Act of 1958, as amended, or may be amended or reenacted, provided said carrier shall operate under a current and valid contract with the Authority for the use of the Airport.
4. Sales or similar taxes or fees imposed by federal, state, county, or municipal law which are separately stated to and paid by the customer and which are payable directly to the taxing authority by the Non-Airline Aviation Company. No deduction from Gross Revenues shall be allowed for such items including, but not limited to, franchise taxes, taxes levied on Non-Airline Aviation Company's activities, facilities, equipment, or real or personal property, payroll taxes, or other various operating costs.
5. Collection of use fees from customers

Section 13.4 PAYMENT OF USE FEES.

A. Use fees shall be payable quarterly on or before the 20th day following the close of each fiscal quarter, or part thereof, in which gross revenue subject to this section is earned by the Non-Airline Aviation Company.

Annually, not later than 90 days after the close of the Non-Airline Aviation Company's fiscal year, a report shall be filed showing, with respect to such fiscal year, the gross revenue subject to this section which was earned during such

preceding fiscal year. From such total gross revenue there shall be deducted the gross revenue, if any, previously reported during the fiscal year, and user fees applicable to gross revenue not previously reported and paid shall be due and payable.

B. The President & CEO, or designee, shall prescribe the forms and required content to be used by the Non-Airline Aviation Company for purposes of reporting gross revenue earned which is subject to this section and for the payment of the related use fees.

C. A late payment penalty equal to the prime rate listed in the Wall Street Journal plus 4%, calculated monthly, from the date the payment is due will be imposed for late payments.

Section 13.5 RECORD KEEPING AND AUDIT

A. In connection with payments made to the Authority under this Section 13, all persons shall maintain adequate records in accordance with generally accepted accounting practices. Upon ten (10) business day's written notice, the Authority, or any duly authorized representative of the Authority, has the right to audit all persons' records that relate to payments to the Authority, including records of parent, affiliate and subsidiary companies. The requested records will be available at the person's normal office during regular business hours and adequate workspace and access to office equipment (copier and fax machines) will be available at no charge to the Authority or its representative during the audit review. If the requested records are not received by the Authority within ten (10) business days of written notice, an administrative fee of \$100.00 per day will be assessed. During the audit, the Authority or its' representative, has the right to interview all current or former employees. The right to initiate an audit will extend for three (3) years after the termination of services.

B. Records as referred to in this section shall include, but not be limited to, any and all information, materials, and data of every kind and character, including without limitation, financial statements, general ledgers, accounts payable, accounts receivable, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, subcontract files, commitments, arrangements, notes, receipts, vouchers, memoranda, written policies, time sheets, payroll registers, cancelled checks, supporting documentation, insurance rebates and any and all other agreements or documents that may in the Authority's judgment have a bearing on or pertain to any matters, rights, duties or obligations under or covered by this section. Such records shall be made available in hard copy as well as electronically (computer readable data) when available.

C. If as a result of any audit, it is determined that the Authority was underpaid by more than 0.5% of the amounts payable to the Authority pursuant to these rules and regulations during the audited period, the reasonable costs of the audit plus a 15% penalty of the underpayment will be assessed. Any underpayment, penalty or interest which is required based on the result of the audit, will be paid to the

Authority no later than forty-five (45) days after presentation of the Authority's audit findings to the responsible person. Interest shall be set at the Prime Rate listed in the Wall Street Journal plus 4%, calculated monthly, from the date the payment is due.

Section 14

OFF-SITE PARKING OPERATORS AND OFF-SITE CAR RENTAL OPERATIONS

Section 14.1 PERMIT REQUIREMENT

A. All Off-Site Operators must obtain a Ground Transportation Permit pursuant to Section 8 of the Rules of the Columbus Regional Airport Authority, effective July 20, 2009, to use the Airport.

Section 14.2 GOVERNANCE OF RULES

A. All Off-Site Operators shall be governed by these Rules, which shall include and become a part of, the Rules of the Columbus Regional Airport Authority, effective July 20, 2009, and the Access Fees set out in the effective, applicable Schedule of Fees, Rates and Charges. Off-Site Operators shall not be subject to the fee(s) imposed by **Section 13**, of these Rules.

Section 14.3 SUBMITTING APPLICATION

A. Every Off-Site Operator shall submit an application for a Ground Transportation Permit, to operate as a Commercial Ground Transportation Company, to the Authority pursuant to Section 8 of the Rules of the Columbus Regional Airport Authority. An application for renewal of a Ground Transportation Permit shall be submitted to, and approved by the Authority not later than December 31 in order to continue operations beginning January 1 of the new year.

Section 14.4 SUSPENSION OF OFF-SITE OPERATOR'S GROUND TRANSPORTATION PERMIT

A. The Authority may suspend an Off-Site Operator's Ground Transportation Permit as a result of any violation of these Rules, including but not limited to the Rules specifically set forth below in this Section 14.4 (the "Enumerated Rules"), if such violation continues for a period of ten (10) business days after Off-Site Operator receives written notice of the violation from the Authority:

1. The Off-Site Operator fails to pay the Authority any Access Fee when due;
2. The Off-Site Operator fails to submit to the Authority a Monthly Gross Revenue Report; or
3. The Off-Site Operator fails to provide the Authority a current Certificate of Insurance.

The Authority may not suspend an Off-Site Operator's Ground Transportation Permit for the violation of any of the provisions in Section 14 **(other than the Enumerated Rules in this Section 14.4)** if either (a) the violation is not readily curable within ten (10) business days and the Off-Site Operator is diligently attempting to cure such violation; or, (b) the Off-Site Operator disagrees with the Authority's determination that such Rule has been violated, appeals the Authority's determination and the Authority has granted a stay in accordance with Section 14.24.

If a violation under (a), above, is not cured within 60 days the Off-Site Operator will take the necessary action to appeal the violation under Section 14.24 of these Rules in order to obtain the necessary additional time to cure such violation.

If, under (b), above, the Off-Site Operator disagrees with the Authority's determination and the Authority has granted a stay in accordance with Section 14.24; the Authority and the Off-Site Operator shall cooperate in good faith to determine whether a violation of the Rules has occurred and, if it is determined that a violation has occurred, the parties shall agree upon a reasonable schedule to permit the Off-Site Operator to cure the violation.

B. The decision to suspend an Off-Site Operator's Ground Transportation Permit for a violation of these Rules is at the reasonable discretion of the Authority and the failure of the Authority to issue a suspension in one case shall not be construed as a waiver by the Authority of its authority to suspend an Off-Site Operator's Permit for any other violation of these Rules.

Section 14.5 TERMINATION OF GROUND TRANSPORTATION PERMIT

A. The Authority may immediately terminate an Off-Site Operator's Ground Transportation Permit if the Off-Site Operator has received three (3) or more suspensions in a single year. Each suspension constitutes the beginning of a separate one-year period such that two additional suspensions within one year after a suspension gives rise to the Authority's right to terminate Off-Site Operator's permit hereunder. Notwithstanding the foregoing termination right, after an Off-Site Operator's Permit is suspended pursuant to Section 14.4, the Authority may immediately terminate an Off-Site Parking or Rental Car Operator's Permit by giving an Off-Site Parking or Rental Car Operator written notice of such termination after the Off-Site Parking or Rental Car Operator fails to correct the violation or violations giving rise to the Off-Site Parking or Rental Car Operator's suspension pursuant to Section 14.4 within thirty (30) calendar days of the effective date of the suspension

B. The decision to terminate an Off-Site Parking or Rental Car Operator's Permit for a violation of these Rules is at the sole discretion of the Authority and the failure of the Authority to terminate a Permit in one case shall not be construed as a waiver by the Authority of its authority to terminate an Off-Site Parking or Rental Car Operator's Permit for any other violation of these Rules.

Section 14.6 PROHIBITION OF USE OF AIRPORT

A. Any Off-Site Parking or Rental Car Operator that does not have a valid Ground Transportation Permit is prohibited from conducting business in, at, on, to, or from the Airport.

Section 14.7 ACCESS FEES

A. Off-Site Parking or Rental Car Operators shall pay to the Authority the Commercial Access Fee stated in the effective, applicable Authority Schedule of Fees, Rates and Charges.

B. Payment and Administration of Access Fee.

1. Off-Site Parking or Rental Car Operators shall pay to the Authority the Access Fee calculated on each month's Gross Revenues by the 15th day of the subsequent month. Access Fees shall be paid at such place as designated by the Authority in writing to the Off-Site Parking or Rental Car Operator, without prior demand and without any abatement, deduction or set-off.

2. If an Off-Site Parking or Rental Car Operator fails to pay any Access Fee when due, the unpaid Access Fee shall bear interest from its due date to the date of payment at a rate of ten percent (10%) per annum, compounded monthly. For purposes of these rules, interest on any unpaid Access Fee shall be deemed an unpaid Access Fee.

3. The Authority shall send written notices to all Off-Site Parking or Rental Car Operators at least thirty (30) days prior to the effective date of any change in the determination of Access Fees.

Section 14.8 REPORTING REQUIREMENTS

A. Each Off-Site Parking or Rental Car Operator shall, on or before the 15th day of each month, submit a report to such place as designated by the Authority in writing, in the form prescribed by the Authority, showing the Gross Revenues of the Off-Site Parking or Rental Car Operator and its calculation of the Access Fee to the Authority that is payable under these Rules for the preceding month.

1. The Monthly Gross Revenue Report shall be submitted and signed by an authorized representative of the Off-Site Parking or Rental Car Operator.

2. The Monthly Gross Revenue Report shall show the detail and breakdown of Gross Revenue and exclusions from Gross Revenue including refunds, credits, and complimentary parking. All excluded revenue shall have supporting documentation attached to the Monthly Gross Revenue Report, including reason/cause of exclusion, copies of the transaction, and copies of any log book entries supporting the exclusion as required by the Authority

and shall be accompanied by the Off-Site Parking or Rental Car Operator's payment of any Access Fee then due.

3. The Monthly Gross Revenue Report shall be submitted each month during which the Off-Site Parking or Rental Car Operator's Permit is in effect and the month subsequent to the expiration or termination of the Off-Site Parking or Rental Car Operator's Permit even if no Access Fee is due for a particular month.

Section 14.9 ANNUAL STATEMENT

A. Each Off-Site Parking or Rental Car Operator shall submit to the Authority by March 31 of each year a statement indicating its Access Fees paid to the Authority in, and its Gross Revenues and Access Fees due for, the immediately preceding Permit Period.

B. The statement shall contain a representation that the amounts of Gross Revenues and Access Fees due for the immediately preceding Permit Period indicated in the statement were calculated in accordance with these Rules.

C. If the statement provided by an Off-Site Parking or Rental Car Operator to the Authority with respect to any Permit Period indicates that the amount of Access Fees paid to the Authority exceeded the Access Fees due for that Permit Period, then the Authority, or its duly authorized representatives, may, at the Authority's sole discretion, examine and audit the records, accounts and books of the Off-Site Parking or Rental Car Operator to determine whether excess Access Fees were paid by the Off-Site Parking or Rental Car Operator.

1. Notice of any election by the Authority to examine and audit an Off-Site Parking or Rental Car Operator's records, accounts and books as permitted by this Section 14.9 must be given by the Authority within ninety (90) days of its receipt of the Off-Site Parking or Rental Car Operator's annual statement.

2. If the audit shows that the amount of Access Fees paid by the Off-Site Parking or Rental Car Operator did exceed the Access Fees due for the Permit Period, then the Authority and the Operator will each pay one-half of the cost of the audit.

3. In the event that the audit shows that the amount of Access Fees paid by the Off-Site Parking or Rental Car Operator did not exceed the Access Fees due for the Permit Period, then the Off-Site Parking or Rental Car Operator shall pay the full cost of obtaining the audit.

4. The amount of any excess Access Fee paid as reflected in the Off-Site Parking or Rental Car Operator's annual statement or the audit, as applicable, at the option of the Authority, will be refunded to the Off-Site Parking or Rental Car Operator or credited to the Access Fees next due and

owing from the Off-Site Parking or Rental Car Operator to the Authority, provided however, if the Off-Site Parking or Rental Car Operator is no longer conducting business at, on, from or to the Airport, the amount of the excess shall be refunded by the Authority to the Off-Site Parking or Rental Car Operator.

D. If the Off-Site Parking or Rental Car Operator's annual statement or the audit, as applicable, indicates that the amount of Access Fees due for the Permit Period in question exceeded the amount of Access Fees paid to the Authority for that Permit Period, the Off-Site Parking or Rental Car Operator shall pay the amount of Access Fees still due for the Permit Period, plus applicable interest on late Access Fees pursuant to Section 14.9, within fifteen (15) days after receipt of written notice from the Authority demanding payment.

Section 14.10 INSPECTION AND MAINTENANCE OF RECORDS

A. All records, reports, files, documents, electronic files, accounts, books, data and any other information, regardless of form, maintained by an Off-Site Parking or Rental Car Operator ("Operator's Records") shall be subject to inspection and audit by the Authority, or its duly authorized representatives, at all reasonable times.

B. Upon ten (10) days' prior notice from the Authority, an Off-Site Parking or Rental Car Operator shall make available to the Authority, or its duly authorized representative, Operator's Records as may be requested from time to time by the Authority to assist in the determination of the Access Fees due to the Authority and the determination of Operator's Gross Revenues.

C. Off-Site Parking or Rental Car Operator's Records will be made available in Columbus, Ohio, unless the Off-Site Parking or Rental Car Operator requires that Operator's Records be maintained outside of Columbus and the Off-Site Parking or Rental Car Operator agrees to pay for all travel costs associated with the audit by the Authority or its designated agent.

D. Off-Site Parking or Rental Car Operator shall require its directors, officers, agents and employees to disclose to the Authority any and all information, including Operator's Records, pertaining to the Off-Site Parking or Rental Car Operator's business operations at, on, from or to the Airport and shall provide representatives of the Authority with adequate and appropriate work space, including access to photocopy machines.

E. In the event that any audit by the Authority or its authorized representative conducted pursuant to this Section 14.10 discloses deficiencies in the Access Fees paid by an Off-Site Parking or Rental Car Operator to the Authority for the audited period, the Off-Site Parking or Rental Car Operator shall pay the deficiencies together with interest on such deficiency from its due date at a rate of ten percent (10%) per annum, compounded monthly within fifteen (15) days after receipt of written notice from the Authority demanding payment therefor.

1. Any deficiency not paid within fifteen (15) days after receipt of the written notice from the Authority shall bear interest at a rate of ten percent (10%) per annum, compounded monthly. If such deficiency is in excess of five percent of the amount previously paid to the Authority for the audited period, the Off-Site Parking or Rental Car Operator shall also pay upon written demand by the Authority, and in addition to underpaid Access Fees and accrued interest thereon, all costs and expenses of the audit.

F. In the event any audit by the Authority or its authorized representative conducted pursuant to this Section 14.10 discloses an excess in the Access Fees paid by an Off-Site Parking or Rental Car Operator to the Authority for the audited period, the amount of the excess will be refunded to the Off-Site Parking or Rental Car Operator within thirty (30) days or credited to the Access Fees next due and owing from the Off-Site Parking or Rental Car Operator to the Authority, provided, however, if the Off-Site Parking or Rental Car Operator is no longer conducting business at, on, from or to the Airport, the amount of the excess shall be promptly refunded by the Authority to such Operator.

G. The Authority's right to examine and audit and to collect any unpaid Access Fees shall survive the expiration of the term of any Ground Transportation Permit, shall be independent of the existence or nonexistence of any Ground Transportation Permit, and shall be binding on any successors or assigns of the Off-Site Parking or Rental Car Operator.

H. The Authority's right to examine and audit shall also extend to subcontractors of the Off-Site Parking or Rental Car Operator and other entities doing business with the Off-Site Parking or Rental Car Operator in arrangements relating to Airport-related activities. The Off-Site Parking or Rental Car Operator shall disclose this right to examine to all current and future subcontractors at the time of entering into such relationships.

I. Records shall be maintained by an Off-Site Parking or Rental Car Operator for a period of not less than two (2) years beyond the end of the year in which such record was created. Books and records of the Off-Site Parking or Rental Car Operator will be maintained in a manner consistent with generally accepted accounting principles and all original documents must be retained by the Off-Site Parking or Rental Car Operator during this time frame without exception.

J. The existence of and reasons for any deviation from this standard shall be disclosed to the Authority in writing at the time of applying for a Ground Transportation Permit.

Section 14.11 NONEXCLUSIVE RIGHTS

A. It is understood that each Off-Site Parking or Rental Car Operator's rights and privileges to use the Airport are nonexclusive. All Off-Site Parking or Rental Car Operators shall be subject to these rules.

Section 14.12 CUSTOMER TRANSPORTATION SERVICE

A. Permitted Off-Site Parking or Rental Car Operators shall operate their customer transportation services between the Airport terminal and the Off-Site Parking or Rental Car Operator's facilities at their own cost and expense.

B. Off-Site Parking or Rental Car Operators shall embark and disembark passengers only at the drop off and pick up areas designated by the Authority for use by Off-Site Parking or Rental Car Operators.

C. Each vehicle used by an Off-Site Parking or Rental Car Operator to conduct business in, at, on, to, or from the Airport shall be identified by the Off-Site Parking or Rental Car Operator in its Application, as updated from time to time and as required by Section 8 of the Rules of the Columbus Regional Airport Authority.

1. All such vehicles shall have permanently affixed exterior signage indicating the name of the Permitted Off-Site Parking or Rental Car Operator as set forth on the Ground Transportation Permit.

2. After prior notice to the Ground Transportation Department, an Off-Site Parking or Rental Car Operator may operate a substitute customer transportation vehicle for a period not to exceed forty eight (48) hours in the event that an identified vehicle is removed for service or repair. To the extent possible, the Off-Site Parking or Rental Car Operator shall affix temporary signage indicating the name of the Permitted Off-Site Parking or Rental Car Operator to the substitute customer transportation vehicle.

3. Permitted Off-Site Parking or Rental Car Operators shall affix to all customer transportation vehicles identifying stickers that may be issued by the Authority from time to time.

D. Each Off-Site Parking or Rental Car Operator shall maintain all customer transportation vehicles in safe and clean operating condition.

1. An Off-Site Parking or Rental Car Operator shall immediately remove from service and repair any customer transportation vehicle that is damaged or has a defect that would affect the safety of passengers or others.

2. Each Off-Site Parking or Rental Car Operator shall maintain and keep in good operating condition the air conditioning and heating units within the customer transportation vehicles.

E. All customer transportation vehicles purchased by an Off-Site Parking or Rental Car Operator shall be titled and licensed in the State of Ohio and shall be subject to reasonable inspection by the Authority.

Section 14.13 VALET SERVICES

A. Off-Site Parking or Rental Car Operators may conduct valet services at, on, from or to the Airport only with the approval of the Authority and only in areas designated by the Authority.

B. The Authority reserves the right to require an Off-Site Parking or Rental Car Operator, immediately upon receipt of written notice from the Authority, to limit, suspend or terminate any or all valet services at the Airport if the Authority, as directed by the Federal Aviation Administration/Transportation Security Administration, determines that such limitation, suspension or termination is necessary.

Section 14.14 REMOVAL OF IMPROPERLY RETURNED VEHICLES

A. If an Off-Site Parking or Rental Car Operator's customer returns a rental vehicle to any parking lot owned by the Authority, the Off-Site Parking or Rental Car Operator will pay the regular public parking fee for the vehicle.

Section 14.15 LICENSES, PERMITS

A. Each Off-Site Parking or Rental Car Operator shall accept full responsibility for obtaining and paying for any and all licenses, permits or authorizations to operate its business, which are, or may be required by the U.S. Government, State of Ohio, City of Columbus, or any legally authorized political entity or subdivision and shall conduct its business in compliance with the laws, ordinances, rules and regulations of these governmental entities.

Section 14.16 INSURANCE

A. Each Off-Site Parking or Rental Car Operator must maintain in full force and effect, and at its own expense, during the period of any use of the Airport, the following policy or policies of insurance:

1. Commercial General Liability insurance, including property damage, insuring Authority and the Off-Site Parking or Rental Car Operator from and against all claims, demands, actions, or liability for injury to or death of any persons and for damage to property arising from or related to the use or occupancy of the Airport or the operation of the Off-Site Parking or Rental Car Operator's business. This insurance must include, but need not be limited to, coverage for operations, blanket contractual, personal injury, operations, ownership, maintenance and use of owned or non-owned equipment or hired automobiles, bodily injury and property damage. The insurance must provide coverage for risks in amounts not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

2. Workers' compensation insurance with a limit of no less than the amount required by law.

3. Comprehensive Automobile Liability Insurance for bodily injury and property damage with a Combined Single Limit of One Million Dollars (\$1,000,000) for each accident for all vehicles owned, operated, leased or hired by the Off-Site Parking or Rental Car Operator and used to transport customers to, from or about the Airport.

4. All policies of insurance described in this paragraph must be issued by responsible companies qualified to write such coverages in the State of Ohio. An original Certificate or Certificates of Insurance issued by the insuring company or companies evidencing compliance with this Section must be delivered to Authority at the time of submitting an Application and at least ten (10) days prior to the termination or expiration of each existing policy. All Commercial General Liability policies must contain the following:

- a. The Authority must be named as an additional insured.
- b. The Authority, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to it and its servants, agents, directors and employees by reason of the negligence of the Off-Site Parking or Rental Car Operator, its officers, agents, operators or employees.
- c. The company writing such policy must agree to give Authority not less than 30 days' prior written notice of any cancellation, or reduction of such insurance.
- d. All Commercial General Liability policies must be written as primary policies, not entitled to contribution from, nor contributing with, any coverage which Authority may carry.

5. Each Off-Site Parking or Rental Car Operator shall waive all rights it may have against the Authority for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by property insurance with extended coverage or arising from any cause which the Off-Site Parking or Rental Car Operator was obligated to insure against under these Rules.

Section 14.17 TAXES AND ASSESSMENTS

A. Each Off-Site Parking or Rental Car Operator will pay all lawful taxes, including without limitation real estate and personal property taxes and assessments assessed, levied, confirmed, or imposed during the term of its Permit.

Section 14.18 STANDARDS OF OPERATION

In addition to the standards set forth in Section 8 of the Rules of the Columbus Regional Airport Authority, effective July 20, 2009,

A. No Off-Site Parking or Rental Car Operator may use the Airport for any purpose or in any manner prohibited by laws of the United States or the State of Ohio, ordinances of the City of Columbus, Ohio, or Rules of the Authority.

B. Each Off-Site Parking or Rental Car Operator shall prohibit smoking in vehicles transporting its customers to, from or about the Airport.

C. Each Off-Site Parking or Rental Car Operator and its agents, servants and employees shall conduct and carry on the Off-Site Parking or Rental Car Operator's business at Airport in a friendly, cooperative, though competitive, manner with its competitors engaged in similar business at Airport. Off-Site Parking or Rental Car Operator and its agents, servants and employees shall not engage in open, notorious or public disputes, disagreements or conflicts tending to deteriorate the quality of the services of Off-Site Parking or Rental Car Operator or its competitors to the public. The Authority shall have the right to resolve all such disputes, disagreements or conflicts and the determination thereof and the manner in which Off-Site Parking or Rental Car Operator shall thereafter operate shall be binding upon Off-Site Parking or Rental Car Operator.

D. The Off-Site Parking or Rental Car Operator and its agents, servants or employees while on the Airport: shall be clean, neat in appearance and courteous at all times; shall not use improper language; act in a loud, boisterous or otherwise improper manner; or be permitted to solicit business while on Airport grounds unless previously approved by the Authority; and shall not consume alcoholic beverages or use drugs (unless prescribed by a physician) while providing the services which Off-Site Parking or Rental Car Operator's Permit authorizes at the Airport.

E. No agent, servant or employee of an Off-Site Parking or Rental Car Operator will bring any deadly weapon on the Airport.

F. Each Off-Site Parking or Rental Car Operator shall ensure that its' owned, leased and rental vehicles, when operated by any of its employees, servants or agents, are operated in a safe and legal manner and in compliance with all posted traffic control signs and posted speed limits.

G. The Off-Site Parking or Rental Car Operator and its agents, servants or employees will be factual and accurate when providing information about Off-Site Parking or Rental Car Operator's services and the services of any firm Operator represents. The Off-Site Parking or Rental Car Operator and its agents, servants or employees shall not use misleading or deceptive practices which could be damaging to the consumer or the Authority.

H. The Off-Site Parking or Rental Car Operator will provide, upon request, complete details about terms and conditions of any service provided pursuant to a Ground Transportation Permit.

I. The Off-Site Parking or Rental Car Operator shall train, or provide for the training of, its agents, servants and employees to be able to competently and adequately perform their assigned responsibilities.

J. The Off-Site Parking or Rental Car Operator and its agents, servants and employees shall not leave any vehicle unattended in any area other than an area designated and authorized designated for unattended vehicles by the Authority.

K. No Off-Site Parking or Rental Car Operator shall use space at the Airport other than that designated by the Authority for use by the Off-Site Parking or Rental Car Operator.

Section 14.19 INDEMNIFICATION

A. The Off-Site Parking or Rental Car Operator will indemnify Authority, its directors, officers, agents and employees against, and hold Authority, its directors, officers, agents, and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments and expenses (including, without limitation, attorneys' fees and court costs) incurred in connection with or arising from:

1. The use of the Airport by the Off-Site Parking or Rental Car Operator, its agents, servants and employees, or any person claiming under Off-Site Parking or Rental Car Operator;
2. Any activity, work or thing done, permitted or suffered by Off-Site Parking or Rental Car Operator, its agents, servants and employees, related to Off-Site Parking or Rental Car Operator's permitted operations on or about the Airport;
3. Any acts, omissions, intentional wrongdoing or gross negligence of Off-Site Parking or Rental Car Operator, its agents, servants and employees or any person claiming under Off-Site Parking or Rental Car Operator;
4. Any breach, violation, or nonperformance by the Off-Site Parking or Rental Car Operator, its agents, servants and employees or any person claiming under the Off-Site Parking or Rental Car Operator any term, covenant or provision of these Rules, any rules of the Airport or any law, ordinance or governmental requirement of any kind.

B. If any action or proceeding is brought against Authority, its directors, officers, agents or employees by reason of any such claim, the Off-Site Parking or Rental Car Operator, upon notice from Authority, will defend the claim at the Off-Site

Parking or Rental Car Operator's expense with counsel reasonably satisfactory to Authority.

Section 14.20 WAIVER AND RELEASE

A. Off-Site Parking or Rental Car Operator waives and releases all claims against Authority, its directors, officers, employees and agents with respect to all matters for which Authority has disclaimed liability pursuant to the provisions of these Rules.

B. In addition, each Off-Site Parking or Rental Car Operator waives and releases all claims against the Authority, its directors, officers, employees and agents for any loss, injury, death, or damage to persons, property or the Off-Site Parking or Rental Car Operator's business occasioned by any cause beyond Authority's control.

C. Each Off-Site Parking or Rental Car Operator waives and releases all claims against the Authority and its directors, officers, employees or agents for loss of anticipated profits in any suit or proceeding involving use of the Airport pursuant to a License

Section 14.21 RULES

A. Each Off-Site Parking or Rental Car Operator must at its sole cost and expense, observe and comply with any and all valid and applicable requirements of duly constituted public authorities and with all United States of America, State of Ohio and any local governmental statutes, ordinances, rules, regulations (especially regulations relating to airport security as set forth in Parts 107 and 139 of the Federal Aviation Administration Regulations and the Americans with Disabilities Act), now in force or which may hereafter be in force, which shall impose any duty upon Authority or Off-Site Parking or Rental Car Operator with respect to the use, occupation or alteration of the Airport.

B. These requirements shall include but not be limited to, Rules of the Columbus Regional Airport Authority promulgated from time to time by or at the direction of Authority.

Section 14.22 PENALTIES AND FINES

A. Each Off-Site Parking or Rental Car Operator shall pay (or reimburse Authority) within thirty (30) days of written notice and indemnify, defend and hold Authority harmless from liability for any and all penalties or fines imposed against Authority by the United States of America, the State of Ohio or any local governmental body on account of any acts or omissions of Off-Site Parking or Rental Car Operator, its contractors, agents, employees or invitees, upon the Airport.

Section 14.23 OTHER REQUIREMENTS

A. 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 the Airport by an Off-Site Parking or Rental Car Operator, and each Off-Site Parking or Rental Car Operator will use the Airport in compliance with all other requirements imposed by or pursuant to 49 CAR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

B. Each Off-Site Parking or Rental Car Operator must furnish service on a fair, equal and not unjustly discriminatory basis to all Airport users, and must charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Off-Site Parking or Rental Car Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

C. Each Operator must undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person will on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered by 14 CFR Part 152, Subpart E. Each Operator must assure that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Each Operator will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

D. Each Off-Site Parking or Rental Car Operator must insert the above three provisions in any agreement by which Off-Site Parking or Rental Car Operator grants a right or privilege to any person, firm or corporation to render services to the public on the Airport.

Section 14.24. ACTION BY AUTHORITY AND APPEALS

A. Any action to be taken or approval to be given by the Authority pursuant to Section 14 of these Rules may be taken or given by the President & CEO or designee. Any persons aggrieved by an action taken or the denial of an approval who wishes to appeal such action or denial may do so pursuant to the provisions of this Section 14. 24. All appeals shall be perfected by filing a written Notice of Appeal with the Sr. Manager, Parking & Ground Transportation within thirty (30) days of the action or denial from which it appeals. A Notice of Appeal must contain a complete description of the action or denial which is being appealed and a complete statement of the reasons appellant opposes such action or denial.

B. Within ten (10) business days after receipt by the Sr. Manager, Parking & Ground Transportation of a Notice of Appeal, the Sr. Manager, Parking & Ground Transportation shall notify the appellant in writing of the date, time and place for

a hearing regarding the appeal. The date set for the hearing shall occur within twenty-five (25) days after receipt of the Notice of Appeal. All parties shall have the right to appear and be heard in person or by legal counsel, to present their case. Issues to be considered at the hearing shall be limited to the matters and reasons set forth in the Notice of Appeal. A written decision stating conclusions of fact shall be rendered by the Sr. Manager, Parking & Ground Transportation within ten (10) days after the conclusion of a hearing. The Sr. Manager, Parking & Ground Transportation decision shall be journalized in the records of the Authority and shall constitute the final decision of the Authority regarding an appeal.

C. The filing of a Notice of Appeal shall not automatically operate as a stay of the action which is being appealed. If an appellant desires a stay of an action pending the outcome of the hearing, he must request the stay in writing to the Sr. Manager, Parking & Ground Transportation after filing its Notice of Appeal. Such request shall set forth appellant's reasons supporting the requested stay and shall contain a complete description of the hardship that would result to the appellant if the stay were not issued. Within ten (10) days after the receipt of the request, the Sr. Manager, Parking & Ground Transportation shall render a written decision on the request. A decision to grant a stay may be conditioned on a requirement that the appellant post a security deposit of a specified amount to cover any potential damage that might arise during the course of the stay.

D. An Operator must obtain a final decision of the Authority regarding an appeal before commencing to have a court of competent jurisdiction review any decision by the Authority pursuant to these Rules. These Rules and Operator's License shall be governed by the laws of the State of Ohio. Any litigation arising out of or related to these Rules or Operator's License shall be brought and held only in the Common Pleas Court of Franklin County, Ohio. Operator consents to the exclusive jurisdiction of and venue in that Court.

Appendix A Supplemental Definitions

A

ACCESS FEE(S) - The fee or fees charged to Taxicab Drivers, Commercial Ground Transportation Operators or Off-Site Operators by the Authority for the use of the Airport as set out in the Authority's Schedule of Fees, Rates and Charges.

AERONAUTICAL ACTIVITY - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

C

COMMERCIAL AERONAUTICAL OPERATOR – As used in the Authority's Schedule of Fees, Rates and Charges, commercial aeronautical operator means a person who, for compensation or hire, engages in the carriage by aircraft in air commerce of persons or property. Where it is doubtful that an operation is for compensation or hire, the test applied is whether the carriage by air is merely incidental to the person's other business or is, in itself, a major enterprise for profit.

O

OFF-SITE OPERATOR GROSS REVENUES (GROSS REVENUES) - All revenues received, derived or accruing to an Off-Site Parking or Rental Car Operator (Off-Site Operator) from its operations conducted at, on, from, or to the Airport, including, but not limited to:

1. All time and mileage charges,
2. Any and all add-on fees such as fees for Collision Damage Waiver (CDW) or other supplemental insurance, multiple drivers or vehicular upgrades, fuel, and
3. All parking fees and ancillary services, unless specifically excluded as follows.

Gross Revenues shall not include the following:

1. Any amount of Access Fees collected,
2. Any federal, state or local sales taxes required by law to be separately stated and collected from the Off-Site Operator's customers and is directly remitted to the taxing authority,
3. Amounts received from any source, including insurance, for damage to or loss ("loss of use" insurance receipts are considered Gross Revenue), conversion or abandonment of vehicles or other property,
4. Proceeds from the sale or disposal of an Off-Site Operator's equipment or vehicles,
5. Any amount of refunds or credit for refunds provided an explanation and documentation supporting the refund/credit, including the reason/cause and copies of the transaction involved are attached to the monthly report sent to the Authority, and
6. Any amount of complimentary parking, provided an approval log is maintained justifying the complimentary parking and a copy of said log is attached to the monthly report sent to the Authority.

Without otherwise limiting its application, "operations conducted at, on, from, or to the Airport" shall be presumed to include all transactions occurring (in whole or in part) at, or allocated to, locations of an Off-Site Operator which provide services to Airport customers, regardless of its distance from the Airport, provided that an Off-Site Rental Car Operator may rebut this presumption with respect to a transaction when the Off-Site Operator obtains and maintains one of the following types of documentation:

1. Photocopies of identification showing an address within the Columbus Metropolitan Statistical Area (MSA),
2. Photocopies of airline tickets or travel itinerary showing an arrival to the Columbus MSA more than 24 hours before the beginning of a transaction and a departure occurring more than 24 hours after the termination of the transaction,
3. Photocopies of documentation showing an arrival to and departure from the Columbus MSA by a means other than air travel (e.g. bus ticket), or
4. Other documentation approved by the Authority demonstrating that the transaction was not conducted at, on, from or to the Airport.

If an individual rental car contract extends for a period of more than two (2) weeks, Gross Revenues shall be limited to twice the Off-Site Operator's weekly rate.

The number and amount of transactions occurring (in whole or in part) at, or allocated to, locations of an Off-Site Operator shall be shown in detail on the Monthly Gross Revenue Report and the Annual Statement.

The number and amount of transactions occurring (in whole or in part) at, or allocated to, locations of an Off-Site Operator which are excluded from Gross Revenues shall be shown in detail on the Monthly Gross Revenue Report and the

Annual Statement, and supporting documentation including the reason/cause of exclusion and copies of the transaction shall be attached to the Monthly Gross Revenue Report and the Annual Statement.

The number and amount of complimentary parking occurring (in whole or in part) at, or allocated to, locations of an Off-Site Operator shall be shown on the Monthly Gross Revenue Report and the Annual Statement, and copies of ledgers/log books etc., supporting and explaining the reason for the complimentary parking.

This definition of Off-Site Operator Gross Revenues is specific to Section 14 Off-Site Operators.

OFF-SITE PARKING OPERATOR - Any Person who owns or operates a business that provides parking services and uses the Airport by transporting customers to or from the Airport other than pursuant to a contract with the Authority for such services.

OFF-SITE OPERATOR - Any Off-Site Rental Car Operator, Off-Site Parking Operator or any Person who is both an Off-Site Car Rental Operator and Off-Site Parking Operator.

OFF-SITE RENTAL CAR OPERATOR - Any Person who owns or operates a business that provides car rental services and uses the Airport by transporting customers to or from the Airport other than pursuant to a contract with the Authority for such services.