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Metropolitan Nashville Airport Authority℠
One Terminal Drive, Suite 501 • Nashville, TN 37214-4114 • 615-275-1600

Procedure ID: 28-020

Title: John C. Tune T-Hangar Special Events Procedure

Effective Date: December 10, 2018

Purpose: To establish general guidelines for processing and accommodating special event requests at the John C. Tune ("JWN") airport.

Scope: This procedure applies to all Tune airport property.

Responsibility: The Manager, General Aviation, Tune airport, or designee, will administer this procedure and maintain records

Approvals

DocuSigned by:
Aaron Evans
1275C84A792C43E...
Director, Operations — 12/17/2018 Date

DocuSigned by:
Tom Bibb
1785476C1C814D6...
AVP, Operations and Maintenance — 12/17/2018 Date

Revision History: March 2016

December 2018

Background:

The Metropolitan Nashville Airport Authority receives multiple requests to have special events on airport property. In 2016, a procedure was developed to establish general guidelines for processing and accommodating special event requests at the John C. Tune ("JWN") airport. The Federal Aviation Administration ("FAA"). The significant change in this revision is the price sheet. We reserve the right to waive fees.

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John C. Tune Airport

Special Events Procedure

(other than media and cinematography)



December 10, 2018

Reviewed: DocuSigned by: Aaron Evans 1275C84A792C43E...
Aaron Evans, Director, Operations

Approved: DocuSigned by: Tom Bibb 1785476C1C814D6...
Tom Bibb, AVP, Operations and Maintenance

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Policy:

Table of Contents

1. General Guidelines
2. Event Requests
3. Review
4. Conditional Approval
5. Agreement
6. Event Approval
7. Exhibits
    a. Application
    b. Rates
    c. Expense Estimate
    d. Agreement

General Guidelines

To establish general guidelines for processing and accommodating special event requests at the John C. Tune ("JWN") airport. The Manager, General Aviation ("Manager"), shall monitor the process.
The Federal Aviation Administration ('FAA") has issued a policy on the Non-Aeronautical Use of Airport Hangars. As stated in the policy, the intent is to ensure airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. Further, it clearly states all hangars, facilities, ramp, etc., whether built with federal or private funds, are subject to this policy.
The FAA allows interim use of hangar space for non-aeronautical use when there is no current aviation demand for hangar space. Any approved interim or concurrent revenue production uses must not interfere with airport operations.

Event Requests

All requests must be submitted to the Manager at least 30 days in advance. Requests will be reviewed based on, but not limited to, the following criteria:

1. Availability of facility
2. Type of event
    a. Aviation related – promotional value to the Nashville aviation industry, such as EAA meetings, fly-in's, marketing events for Metropolitan Nashville Airport Authority ("MNAA") or leasehold tenants.
    b. Non-aviation related – supporting MNAA community outreach program, such as not-for-profit, local event, or tenant related event.
3. Impact on activity in the requested facility
4. Impact to aircraft operations
5. Safety and security of airport
6. Impact on landside operations, such as parking and road access

Information should include:

1. Completed MNAA JWN Special Event application (Exhibit A).
2. Written approval by JWN tenant if event is to be held in a tenant leasehold area.
3. Written approval by off-site parking facility if event requires more than 25 parking spaces.

Review

The MNAA Chief Operating Officer shall review requests from individuals, firms and agencies seeking permission to conduct special events at JWN. MNAA will respond within 10 (ten) calendar days.

DocuSign Envelope ID: FE9EBFA0-A3DD-4152-9A26-2218A1FA8259

Conditional Approval

If approved, MNAA will provide an expenses estimate based on the rate sheet (Exhibit "B"), as well as a License Agreement for signature (Exhibit "D").

Agreement

The License Agreement between MNAA and the Licensee incorporates the terms and conditions for the Licensee's use of the airport facilities. MNAA reserves the right to cancel this agreement, without incurring any liability whatsoever from the applicant.

Agreement addresses:

1. Effective date
2. Area to be used
3. Purpose of use
4. Payments
5. Hold harmless requirement
6. Insurance requirement
7. Apply with all federal, state, and local laws and regulations
8. Sublet or assign right to use Premises not permitted
9. Violation of terms subject to immediate termination of Licensee's right to use Premises
10. No smoking on Premises
11. Use of candles or other fire is prohibited
12. Signs or banners require prior approval
13. Termination

Event Approval

Within 10 (ten) business days of conditional approval, applicant shall provide:

1. Signed License agreement (Exhibit "D")
2. A non-refundable deposit equal to one-half the total estimate.
3. Liability insurance in the amount of one million dollars ($1,000,000), stating "The Metropolitan Nashville Airport Authority, its employees, the MNAA's Board of Commissioners and officers are named as additional insured for the date of _____ in respect to _____ event."
4. Written agreement of tenant if event is held in tenant leased space.
5. Written agreement of off-site parking facility if more than 25 parking spaces are required.
6. Parking plan for off-site parking with approved valet and/or shuttle service.
7. If catered, catering plan with approved caterer.
8. If alcohol is provided, Metro ABC licensed servers.
9. Portable restrooms, if applicable. (if more than 100 people or event is longer than 2 hours).
10. Signage or banners design submitted for prior approval.

Payment in full in required 10 (ten) days prior to event.

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Exhibit A

John C. Tune Airport
Special Event Application

Event Name: _____

Event Description:

_____

_____

Date and Time of Event: _____
Proposed Number of Attendees: _____

Event Location
____ Hangar 2 _____ Terminal ____ Private Hangar _____Apron
____ Hangar 3 _____ Terminal Pavilion ____ T-Hangar

Load In/Load Out Date(s): _____

Catering _____ appetizers _____ buffet _____ dinner
Alcohol _____ Cash bar (to include drink tickets) _____ Complimentary

Off-site parking provider (events greater than 25) _____

Portable restroom provider: _____

Requested signage/banners _____

Event Contact Name: _____

Address: _____

Office Phone #: _____ Cell Phone #: _____

Email: _____

Facebook _____ Twitter _____

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Exhibit B

Rates

Rates

Notes and Assumptions

Rates are for an 8 hour single day rental for a private event

Use of MNAA staff is required for all events. Specific number is determined based on attendance and type of function.

Facility Fees	
Monday through Thursday	$2000
Hourly rate over 8 hours	$ 250
Friday through Sunday	$2500
Hourly rate over 8 hours	$ 315
Load in/out Additional Day Monday through Thursday	$1000
Hourly rate over 8 hours	$ 125
Load in/out Additional Day Friday through Sunday	$1500
Hourly rate over 8 hours	$ 190

Staff - hourly rates	
MNAA supervisor - hourly	$50
Hourly rate over 8 hours	$75
MNAA staff - hourly	$25
Hourly rate over 8 hours	$37
Police officer – hourly	$50
Hourly rate over 8 hours	$75
Housekeeping	$300

MNAA reserves the right to waive fees, to be determined on a per event basis. Fee waivers are based on benefits/promotion of John C. Tune airport, MNAA and/or general aviation.

DocuSign Envelope ID: FE9EBFA0-A3DD-4152-9A26-2218A1FA8259

Exhibit C

Expense Estimate

Notes & Assumptions
This is a preliminary estimate. Final invoice will reflect actual hours, personnel and facility use.
Rates are for an 8 hour single day rental for a private event
Use of MNAA staff is required for all events. Specific number is determined based on attendance and type of function.

	Quantity	Rate	Total
Facility Fees			
Monday through Thursday		2000	
Hourly rate over 8 hours		250	
Friday through Sunday		2500	
Hourly rate over 8 hours		315	
Load in/out Monday through Thursday		1000	
Hourly rate over 8 hours		125	
Load in/out Friday through Sunday		1500	
Hourly rate over 8 hours		190	
Staff			
MNAA supervisor		50	
Hourly rate over 8 hours		75	
MNAA staff		25	
Hourly rate over 8 hours		37	
Police officer		50	
Hourly rate over 8 hours		42	
Housekeeping		300	

DocuSign Envelope ID: FE9EBFA0-A3DD-4152-9A26-2218A1FA8259

Exhibit D

Agreement

LICENSE AGREEMENT

This License Agreement is by and between the Metropolitan Nashville Airport Authority ("the Authority") and _____ ("Licensee"). The purpose of this License Agreement is to incorporate the terms and conditions for Licensee's use of the airport facilities at John C. Tune Airport, for the sole purpose and none other of:

_____

1. **This Agreement shall be effective for _____.**

2. **The area to be used is depicted on Exhibit A attached hereto and made a part hereof, hereinafter referred to as the "Premises." The Premises may only be used by Licensee for the purposes set for above. The Premises can be used for no other purpose without advance written approval of the Authority, which approval may be denied for any reason.**

3. Licensee, Licensee's employees, agents, and invitees have the right to use the Premises for the above stated purpose. Licensee shall not make nor permit any permanent changes or improvements to Premises. Licensee must remove all vehicles and clean up any and all debris and refuse following use of Premises and shall return the Premises to a condition acceptable to the Authority at Licensee's sole cost and expense.

4. Payments to MNAA by Licensee. In consideration for the license granted to Licensee by MNAA, Licensee shall make the following payments to MNAA:
    a. Upon execution of this Agreement, Licensee shall pay MNAA a non-refundable deposit, of $_____, due upon receipt of this contract. Upon expiration or earlier termination of this Agreement, MNAA will apply the Deposit to any payment due from Licensee. Licensee agrees and acknowledges that MNAA will not reserve the Premises for Licensee's use hereunder, until such time as Licensee pays the first Deposit to MNAA.

DocuSign Envelope ID: FE9EBFA0-A3DD-4152-9A26-2218A1FA8259

b. Licensee shall pay MNAA a fee of $_____ for use of Premises during the Term.
c. Licensee agrees to reimburse MNAA for any expenses related to Licensee's use of the Premises, including without limitation staff, security and housekeeping. Expenses shall be determined using the MNAA Rate Sheet attached to this contract.
d. Licensee shall submit full payment based on MNAA Estimate Sheet attached to this contract ten days prior to event. If MNAA is still owed any portion of expenses or amounts resulting from damage to the Premises caused directly or indirectly by Licensee, such amounts shall be paid to MNAA by Licensee within 30 days from date of invoice. If Licensee fails to pay MNAA in a timely manner, interest shall accrue on the past due amount from the invoice due date at a rate equal to the maximum rate permitted by Tennessee law, and Licensee shall reimburse MNAA for any and all legal fees or other costs MNAA incurs in the collection of past due amounts payable by Licensee.

5. Licensee shall protect, defend, indemnify and hold the Authority and its Board of Commissioners, officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License Agreement, Licensee's use of the Premises, or the acts or omissions of Licensee's officers, employees, agents, or invitees, unless such injury, death or damage is caused by the sole negligence of the Authority. The Authority shall give Licensee reasonable notice of any such claims or actions. Licensee, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the Authority. The provisions of this section shall survive the expiration or earlier termination of the License Agreement.

6. Licensee agrees to maintain Comprehensive Commercial General Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) combined single limit during the term of this License Agreement and any renewals thereof. Such insurance policies shall name the Authority, its Board of Commissioners, its officers, and its employees as additional insureds and joint payee to the full extent of Licensee's insurance coverage but in no event less than the required minimum coverage limit amount.

7. Licensee agrees to conduct its affairs and business on the Premises in conformity with all applicable federal, state, and local laws and regulations as well as in conformity with rules and regulations promulgated by the Authority. Licensee shall confine its operations to any restrictions required by the Federal Aviation Administration for conducting such an operation.

8. Licensee may not assign or sublet its right to the use of the Premises.

DocuSign Envelope ID: FE9EBFA0-A3DD-4152-9A26-2218A1FA8259

9. If Licensee violates any of the terms of this License Agreement, the Authority may terminate, without any prior notice, Licensee's right to use subject Premises, and Licensee shall immediately vacate the Premises without any right, recourse or action against the Authority.

10. Smoking is prohibited on Premises.

11. The use of candles or other fire is prohibited.

12. All signage displayed on Premises shall require prior MNAA approval.

13. Termination

    a. If at any time following execution of this Agreement (i) MNAA has reason to believe that the Licensee is or will be unable to satisfy its obligations under this Agreement, including without limitation, payment of the fees required under Section 4 hereof, (ii) MNAA has reason to believe that Licensee intends to utilize the Premises for any activity or use not pre-approved by MNAA, and/or (iii) Licensee materially breaches any requirement, obligation, representation, warranty, or covenant of this Agreement, MNAA shall notify Licensee in writing of the reasons for its doubt that Licensee will perform its obligations under this Agreement or details of Licensee's breach, whichever is applicable. If within five (5) days of receipt of such notice, Licensee has not provided MNAA adequate assurance and/or cured its breach, whichever is applicable, MNAA shall have the right to immediately terminate this Agreement and retain the Deposit as an approximation of the expenses incurred by MNAA as a result of such breach; provided, however, that if MNAA's actual damages are in excess of the Deposit, then Licensee shall remain liable for any damages in excess of the amount of the Deposit.

    b. If the Premises, in the reasonable opinion of MNAA, is rendered unsuitable for Licensee's use of the Premises, due to fire, national or local calamity or emergency, act of God, strikes, labor disputes or other contingent or unforeseen occurrences beyond reasonable control of either party, both parties shall have the right to immediately terminate this Agreement and MNAA shall refund the Deposit to Licensee and each party shall be relieved of its obligations hereunder. Licensee shall remain liable for any out-of-pocket costs incurred by MNAA up to time of cancellation by virtue of Licensee's use of the Premises.

DocuSign Envelope ID: FE9EBFA0-A3DD-4152-9A26-2218A1FA8259

IN WITNESS WHEREOF, Authority and Licensee have executed this License Agreement this _____ day of_____, 2018.

METROPOLITAN NASHVILLE

ATTEST:

AIRPORT AUTHORITY:

_____

Staff Secretary

_____

Douglas E. Kreulen
President & CEO

APPROVED AS TO FROM
AND LEGALITY:

RECOMMENDED:

_____

Theodore Morrissey

AVP Legal Affairs

_____

Robert Ramsey

Chief Operating Officer

LICENSEE:

_____:

By: _____

Title: _____

Date_____

DocuSign Envelope ID: FE9EBFA0-A3DD-4152-9A26-2218A1FA8259

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF_____.

COUNTY OF _____

Before me,_____, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted, and who upon oath, acknowledged himself/herself to be the _____ of _____ the within bargainor, a corporation, and that he/she as such _____ being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as_____ _____.

Witness my hand and seal, at office in _____ this _____ day of _____ _____, 2016.

Notary Public: _____

My Commission Expires: _____