

**APPLICATION FOR BUSINESS PERMIT**

**FOR NON-AERONAUTICAL COMMERCIAL ACTIVITIES**

**[NOTE: THIS APPLICATION IS ONLY FOR BUSINESSES GENERATING LESS THAN \$100,000.00 IN ANNUAL GROSS RECEIPTS FROM ACTIVITIES AT THE AIRPORT, AND WHICH ARE NOT GROUND TRANSPORTATION SERVICE PROVIDERS. SUCH BUSINESSES WILL BE REQUIRED TO COMPLETE A DIFFERENT FORM OF APPLICATION.]**

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The undersigned makes application to the Metropolitan Knoxville Airport Authority (the Authority”) for a permit to conduct a business utilizing the property of the Authority at (check one or both):

[ ] McGhee Tyson Airport

[ ] Knoxville Downtown Island Airport

(individually or jointly, the “Airport”), said business (the “Business”) described as follows:

\_\_\_\_\_

\_\_\_\_\_

The applicant certifies that the information supplied herein is true and correct, and that if it is granted a permit as applied for herein the agreements set out below shall govern the conduct of its Business so long as the permit continues in force.

**INFORMATION:**

1. Name of applicant: \_\_\_\_\_

2. Business or trade name of applicant: \_\_\_\_\_

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3. Names and addresses of each person, firm or corporation having an interest in the Business (if a corporation owns all or part of the Business and its stock is not publicly traded, include names and addresses of each person having an interest in such corporate owner)

_____	_____
Name	Name
_____	_____
Street Address	Street Address
_____	_____
City	City
State Zip	State Zip

(If additional space is needed, attach extra page.)

4. Evidence of insurance. Attach an insurance certificate as evidence of comprehensive public liability and property damage insurance coverage insuring the Business in an amount not less than One Million Dollars (\$1,000,000.00), with the Authority, its Commissioners, officers and employees named as additional insureds, and providing for thirty (30) days written notice to the Authority prior to any lapse, non-renewal or reduction in coverage related to the insurance.

5. Vehicles. Attach a list showing the make, color, vehicle identification (serial) number and motor vehicle license number of all vehicles to be operated on Airport property in connection with the Business. [ NOTE: An additional set of requirements relates to any applicant desiring to operate motor vehicles on the Air Operations Area, at the Airport, including additional motor vehicle liability insurance, compliance with security requirements and completion of SIDA/MKAA driver's instruction course and a valid driver's permit issued by the Authority.]

6. Financial Guarantee. To assure faithful performance of the financial obligations imposed by the business permit applied for, a financial guarantee must be submitted in one of the following ways:

(a) If the Business has a record of performance, and has established a predictable and fairly consistent revenue stream at the Airport, or if the Business has a contract with another Airport operator which pays the Business a fixed price, the Business may submit a financial guarantee in the form of a cash deposit, letter of credit or corporate surety bond in an amount equivalent to 110% of three (3) months' fees charged under the terms hereof.

(b) A new applicant, or an applicant for renewal whose Business has not established a predictable and consistent revenue stream from operations at the Airport, will be required to submit a financial guarantee of \$1,000.00, in the form of either a cash deposit, a letter of credit or a surety bond.

7. Personnel. Attach a list showing the names and job titles of all of applicant's local management personnel and employees who will manage the operation of the Business or operate vehicles on Airport property.

**B. AGREEMENTS:**

The following agreements are made by the applicant in anticipation of and as an inducement to the Authority to grant the permit applied for, and will continue in force and become a part of the contract between the Business and the Authority once the permit is issued and so long as the permit remains in force:

1. The applicant agrees to pay to the Authority for each month in which the permit is in force an amount equal to **three percent (3%)** of the Gross Revenue of the applicant's

Business for the month at the Airport. The applicant further agrees that the Business will at all times pay to the Authority a percentage of Gross Revenue equivalent to that paid by other concessionaires in similar businesses at the Airport, and that any change in the rate may be imposed by the Authority upon 30 days written notice to the Business.

2. The said fee shall be payable by the tenth (10th) day of each month for the Gross Revenue for the preceding month. (The term "Gross Revenue" as used herein shall mean the total of all charges made to customers of the Business as a result of its operations and/or provision of services at the Airport. Gross Revenue shall include all monies or other consideration paid or payable to the Business for all sales made or services rendered, for cash or credit. The only permitted exclusion from Gross Revenue are sales taxes collected by the Business to be remitted to governmental authorities.)

3. (a) The Business agrees to furnish to the Authority with each monthly payment a report of Gross Revenue for the preceding calendar month in the form attached as Exhibit A hereto, certified correct by an authorized official or officer of the Business. The monthly report must be submitted based upon the Business's billings and receivables, regardless of whether any revenue was actually received during the month reported about.

(b) The Business further agrees to furnish to the Authority an annual statement of Gross Revenue for the preceding contract year within ninety (90) days after the close of the Business's fiscal year, certified correct by an officer or authorized official of the Business.

4. The Business agrees to keep, or cause to be kept, accurate and complete records of its operations, and to permit an audit of its accounts at any reasonable time by an auditor designated by the Authority. In the event such an audit reveals a deficiency in payments by the Business exceeding 2%, the cost of the audit will be borne by the Business.

5. The Business agrees to maintain the insurance coverage required by this Agreement in effect at all times, and upon request of the Authority, to furnish proof of the issuance and current validity of said insurance and of all business and motor vehicle permits required by local, state and federal authorities for the Business.

6. The applicant and the Business agree to fully indemnify and hold harmless the Authority, its Commissioners, officers and employees from and against any and all claims whatsoever arising out of or incident to the conduct of the applicant's Business at the Airport.

7. The applicant and the Business agree to abide by the Rules and Regulations for the Use of Airports and Facilities published by the Authority and by such additional requirements as may be imposed from time to time by the Authority or by any government or agency thereof having jurisdiction over the Airport. The applicant and the Business agree that the driving privileges of any employee or agent of applicant may be suspended immediately upon the occurrence of a motor vehicle driving violation on the Airport.

8. The applicant and the Business, for themselves, their personal representatives, successors in interest and assigns, as a part of the consideration for the issuance of the permit applied for, do hereby covenant and agree:

(a) That no person on the grounds of race, sex, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the operation of the Business.

(b) That in the furnishing of services on the land of the Airport, no person on the grounds of race, sex, color or national origin shall be excluded from participation in or denied the benefits of such services or otherwise be subjected to discrimination.

(c) That the applicant and the Business shall use the premises of the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title (a), Office of the Secretary, Part 21, “Non-Discrimination in Federally Assisted Programs of the Department of Transportation- -Effectuation of Title 6 of the Civil Rights Act of 1964,” and as said regulations may be amended.

(d) That in the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the permit; provided, however, that this provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

9. The applicant understands and agrees that this application is for a permit with limited duration, and that the application must be submitted annually. In addition, applicant agrees to advise the Authority in writing promptly of any change in the ownership of the Business, or of any proposed change in the type of business being conducted by the Business on the Airport.

10. A permit issued to the Business may be revoked by the Authority for cause five (5) days after delivery of notice to the Business, either in person or by registered or certified mail, postage prepaid. The term “cause” shall include but not be limited to:

(a) Breach of or failure to perform any agreement contained in any written contract between the applicant, Business and the Authority, including this Agreement;

(b) Failure to make timely payments of amounts due to the Authority;

(c) Violation of published Airport policies, resolutions, standards, ordinances and Rules and Regulations by the Business or any officer or employee thereof;

(d) Violation of federal, state or local laws or ordinances;

(e) Any act or omission of the Business, or its employees, or the occurrence of an event which, in the opinion of the Authority, requires revocation of the permit because of an adverse effect upon business operations of the Authority or because of a danger to public health, safety or welfare;

(f) Evidence of insolvency or financial instability of the Business, including, without limitation, the making by the Business of an assignment for the benefit of its creditors or the filing by or against the Business of a voluntary proceeding in bankruptcy.

In the event of revocation of its permit, all sums then owing to the Authority by the Business shall immediately become due and payable, and the Business shall cease forthwith all operations upon the Airport premises.

APPLICATION SUBMITTED the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ with a non-refundable fee of \$25.00 for the processing of the initial application. (No fee will be required for an application for renewal of a permit.)

Typed or Printed Name of Applicant:

\_\_\_\_\_

By:

\_\_\_\_\_ Authorized Signature

Typed or Printed Name of Business (if different):

\_\_\_\_\_

Typed or Printed Name of Signer:

\_\_\_\_\_

Authority to Sign:

\_\_\_\_\_

(Corporate Office, General Partner,  
Sole Owner, Etc.)



\* \* \* \* \*

The foregoing application has been received for processing with all required attachments and the required \$25.00 processing fee, this \_\_\_\_ day of \_\_\_\_\_, 200\_.

METROPOLITAN KNOXVILLE AIRPORT AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

\* \* \* \* \*

A. Application approved and Permit issued. [  ]

OR

B. Application disapproved and applicant notified. [  ]

This \_\_ day of \_\_\_\_\_, 200\_

METROPOLITAN KNOXVILLE AIRPORT AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

### MONTHLY LICENSE FEE REPORT

For the Month of: \_\_\_\_\_, 20\_\_\_\_.

Total Gross Revenue \$ \_\_\_\_\_

Less Applicable Sales Tax \$(\_\_\_\_\_)

Total Adjusted Gross Revenue \$ \_\_\_\_\_

×.03

Total Amount Due To MKAA \$ \_\_\_\_\_  
(3% of Gross Revenue)

I certify the above to be true and correct as per the term of our agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**IMPORTANT: Report and Payment are due on the 10<sup>th</sup> of each month  
- Please Attach Check -**