Hi Keaboka,

It was nice speaking with you earlier. Per our conversation, I am sharing standard language in Aviation Management agreements requiring tenants to comply with Airport Rules & Regulations. We have many different types of agreements, but most share the same or similar language. Please see below excerpts and let me know if you'd like to discuss more specifically if helpful.

***Please note that the below does not include all references to Airport Rules & Regulations – there are many references throughout the agreements. I chose these specifically as they relate more closely / generally to our conversation

The first two below are the two types of Airline operating agreements (Lease & Permit). The third agreement listed is required of any / all service providers at the airport – whether they rent space or not. Non-airline Aviation tenants cannot operate at SFO without an Aviation Support Services Permit:

Airline Lease & Use Agreement:
- "Airport Rules" means the reasonable and not unjustly discriminatory rules and regulations as are now or may hereinafter be prescribed by City as provided in Section 1001.

- ARTICLE 10.   RULES AND REGULATIONS
  Section 1001   Rules and Regulations. The use by Airline of the areas and facilities described herein and the rights and privileges granted Airline pursuant to this Agreement shall at all times be subject to any and all reasonable rules, regulations, and laws, including, but not limited to, the Airport TI Guide, Airport Rules and Regulations, Airport Operation Bulletins and Airport Directives (collectively "Airport Rules"), as may be established by City, as the same may be amended from time to time, and to the provisions of this Agreement; provided that (a) Airport Rules must be reasonable, not unjustly discriminatory, and not in conflict with any federal, state or local laws or regulations, and (b) in the event that any Airport Rules conflicts with any term or provision of this Agreement, the Agreement shall prevail. Airline covenants and agrees that it will not violate or permit any Airline Entity to violate any such rules, regulations and laws. City may prescribe civil penalties and injunctive remedies for violations thereof, and the same may be applied to Airline for violations by Airline or any Airline Entity. Nothing herein contained shall be deemed to prevent Airline from contesting in good faith any federal, State or local code, law, regulation, ordinance or rule, Airport Rules or any other rule or regulation of the City or Commission without being considered in breach of this Agreement so long as such contest is diligently commenced and prosecuted by Airline.

- Section 1816   Compliance with Laws. Airline shall keep itself fully informed of the City Charter, codes, ordinances and regulations of the City and of all State, and federal laws in any manner applicable to the performance of this Agreement, and must at all times comply with such applicable local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

Airline Operating and Space Permit:
- "Airport Rules" means the reasonable and not unjustly discriminatory rules and regulations, as are now or may hereinafter be prescribed by City, as provided in Section 601.

- ARTICLE 6.   RULES AND REGULATIONS
  Section 601   Rules and Regulations. The use by Permittee of the areas and facilities described herein and the licenses and privileges granted Permittee pursuant to this Permit shall

at all times be subject to any and all reasonable rules, regulations, and laws, including, but not limited to, the Airport TI Guide, Airport Rules and Regulations, Airport Operation Bulletins and Airport Directives (collectively "Airport Rules"), as may be established by City, as the same may be amended from time to time, and to the provisions of this Permit; provided that (a) Airport Rules must be reasonable, not unjustly discriminatory, and not in conflict with any federal, state or local laws or regulations, and (b) in the event that any Airport Rules conflicts with any term or provision of this Permit, the Airport Rules shall prevail. Permittee covenants and agrees that it will not violate or permit any Permittee Entity to violate any such rules, regulations and laws. City may prescribe civil penalties and injunctive remedies for violations thereof, and the same may be applied to Permittee for violations by Permittee or any Permittee Entity. Nothing herein contained shall be deemed to prevent Permittee from contesting in good faith any federal, State or local code, law, regulation, ordinance or rule, Airport Rules or any other rule or regulation of City or Commission without being considered in breach of this Permit so long as such contest is diligently commenced and prosecuted by Permittee.

- Section 1201   Compliance with Laws. Permittee shall keep itself fully informed of the City Charter, codes, ordinances and regulations of City and of all State, and federal laws in any manner applicable to the performance of this Permit, and must at all times comply with such applicable local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

Aviation Support Services Permit:
- 1.2   Rights of Ingress and Egress. Permittee shall have the non-exclusive rights of ingress and egress across Airport property to conduct its permitted operations hereunder provided that such ingress and egress activity: (a) shall not impede or interfere with the operation of the Airport by City or the use of the Airport by its tenants, passengers, or employees; (b) shall be subject to Airport Rules and Regulations, as amended from time to time (as amended, the "Airport Rules"), including those pertaining to badging, permitting, and other security requirements; (c) shall be in or on hallways, roads, and other areas designated by Director from time to time; and (d) may be suspended or revoked by Director in the event of an emergency or a threat to the Airport.

- 6.   COMPLIANCE WITH LAWS
  6.1   At all times, Permittee shall cause its use of the Airport and its operations hereunder to comply with all present and future federal, state and local laws, rules, regulations, and ordinances, as the same may be amended from time to time, whether foreseen or unforeseen, ordinary as well as extraordinary, including those relating to (a) health and safety; (b) disabled access, including the Americans with Disabilities Act, 42 U.S.C. Sections 12101 et seq., Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794 et seq.), and Title 24 of the California Code of Regulations, (c) Hazardous Materials (as defined below); and (d) aviation support and handling (collectively "Laws"), and the Airport's Tenant Improvement Guide, as amended from time to time (as amended, the "Airport's TI Guide"), the Airport Rules, and any Directives (as defined below). As used herein the term "Directives" shall mean collectively, any rules, regulations, or requirements made by City, directives and Airport Operating Bulletins of Director, and all oral and/or written instructions given to Permittee by the Federal Aviation Administration or the Airport control tower. City and each City Entity (as defined below) shall have no liability and Permittee waives any liability for any diminution or deprivation of Permittee's rights hereunder pursuant to this Section 6. As used herein, the term "City Entity" shall mean City, the Airport Commission, its members, all officers, agents, and employees of each of them, and their successors and assigns.

I apologize for the delay. Please feel free to reach out if you'd like to discuss more specifically. We have many agreements, files, etc. so I thought this might be a more helpful place to start for your review.

Thanks,
Steve

Steve Lash
Senior Property Manager | Aviation Management
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Tel 650-821-4540 | flysfo.com

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