

ATTACHMENT D

DuPAGE AIRPORT AUTHORITY

APPLICATION FOR NON-COMMERCIAL SELF-SERVICE FUELING PERMIT

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DuPAGE AIRPORT AUTHORITY

APPLICATION FOR NON-COMMERCIAL SELF-SERVICE FUELING PERMIT

APPLICATION INSTRUCTIONS

(refer to the Authority's Minimum Standards for detailed documentation and insurance requirements)

To apply for a Non-Commercial Self-Service Fueling Permit ("Fueling Permit"), complete and/or submit the following required documentation to the Executive Director:

- General Application for Fueling Permit form.
- A description of fueling equipment and method of dispensing fuel.
- Proof of Insurance.
- A list of the Applicant's bona fide employees.
- Copies of current and valid license(s) by the State of Illinois to transport fuel for named bona fide employees.
- Proof of ownership documentation for fuel dispensing equipment.
- Copies of owner's Federal Aviation Administration Aircraft Registration Certificates or exclusive aircraft lease agreements.
- Spill Prevention, Control and Countermeasures Plan.
- Proof of storage for fuel and refueling vehicle off of Airport property.

Submittal address:

DuPAGE AIRPORT AUTHORITY
Attn: Executive Director
2700 International Dr., Suite 200
West Chicago, IL 60185-1658

Processing Time:

Approximately 30 days after submittal.

Application Approval:

Upon approval of the Application, a Fueling Permit will be mailed to the address indicated on the Application. Please review all information contained within the Permit. Please sign, notarize where indicated, and return the Permit to the Executive Director for execution. The Permit is not effective until it is signed by the Executive Director.

Application Denial:

The Authority reserves the right to deny any Application in accordance with the Authority's Minimum Standards and Rule and Regulations.

DuPAGE AIRPORT AUTHORITY
APPLICATION FOR FUELING PERMIT

Permittee

Permittee Name: _____

Mailing Address: _____ State: _____ Zip: _____
(No Post Office Box or Personal Mail Box Addresses)

Telephone Number: _____ / _____ Cell Phone: _____ / _____ Fax: _____ / _____

E-Mail Address: _____

Authorized/Designated Signatory: _____ Signature: _____

Aircraft

Aircraft Owner/Lessee Name: _____

Aircraft Make and Model: _____ N-Number _____

Additional Aircraft:

Aircraft Owner/Lessee Name: _____

Aircraft Make and Model: _____ N-Number _____

Submittals

For aircraft owned by a Corporation, Limited Liability Company (LLC), Limited Partnership (LP) or General Partnership, the following must be provided:

_____ Corporation - Articles of Incorporation and showing of Ownership interests.

_____ Limited Liability Company - Articles of Organization and written Operating Agreement.

_____ Limited Partnership - Copy of Certificate of Limited Partnership and written Partnership Agreement.

_____ General Partnership - Copy of written Partnership Agreement.

Aircraft Fueler/Fueling Vehicle

Owner's Name: _____ (Must be the same as aircraft owner/lessee)

Vehicle Description: _____

Vehicle I.D. No.: _____ Fuel Type: 100LL Jet A

Office Use Only

Entered by: _____ Date: _____

ATTACHMENT E

DuPAGE AIRPORT AUTHORITY

FUELING PERMIT

ONLY THOSE PERSONS, VEHICLES, AND AIRCRAFT CONTAINED WITHIN THIS PERMIT ARE AUTHORIZED TO ENGAGE IN FUELING OPERATIONS UNDER THIS PERMIT.

PERMIT EFFECTIVE DATE: (MM/DD/YYYY)	PERMIT EXPIRATION DATE: (MM/DD/YYYY)
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PERMITTEE (1) INFORMATION:

PERMITTEE NAME:	COMPANY NAME (IN APPLICABLE):	
MAILING ADDRESS: (No P.O. Box or PMB)	CITY:	STATE & ZIP CODE:
TELEPHONE NUMBER:	FAX NUMBER:	EMAIL ADDRESS:

PERMITTEE (2) INFORMATION:

PERMITTEE NAME:	COMPANY NAME (IN APPLICABLE):	
MAILING ADDRESS: (No P.O. Box or PMB)	CITY:	STATE & ZIP CODE:
TELEPHONE NUMBER:	FAX NUMBER:	EMAIL ADDRESS:

PERMITTEE AIRCRAFT INFORMATION:

TAIL NUMBER:	MODEL	SERIAL NUMBER:	REGISTERED OWNER:	AIRPORT OR BASE LOCATION:

PERMITTEE FUEL DISPENSARY VEHICLE DESCRIPTION:

VEHICLE IDENTIFICATION NO. (VIN):	LICENSE PLATE NO. AND STATE:
REGISTERED OWNER OF VEHICLE:	VEHICLE DESCRIPTION: (COLOR, MAKE, MODEL, YEAR)
FUEL TYPE: 100LL Jet A	

AUTHORIZED FUELER(S) / DRIVER(S):

NAME & RELATIONSHIP TO PERMITTEE: (FIRST NAME, LAST NAME)	DRIVER'S LICENSE NO. (NUMBER AND STATE OF ISSUE):	DuPAGE AIRPORT AUTHORITY FUEL HANDLER PERMIT NO.: (NUMBER, ISSUE AND EXPIRATION DATE, (MM/DD/YYYY))
BONA FIDE EMPLOYEE: YES NO		
BONA FIDE EMPLOYEE: YES NO		
BONA FIDE EMPLOYEE: YES NO		
BONA FIDE EMPLOYEE: YES NO		

1. **AUTHORIZATION.**

Under authority conferred in accordance with the DuPage Airport Authority's (the "Authority") Rules and Regulations and Minimum Standards, Permittee is authorized to engage, at own expense, in self-service fueling operations as outlined in this Permit. Only those persons, vehicles, and aircraft contained within this Permit are authorized to engage in fueling operations under this Permit. The Permittee verifies that all information originally provided in the Application for Fueling Permit is correct and agrees to notify the Executive Director in writing within ten (10) business days of any change in that information.

2. **TERM:**

The Term of this Permit shall commence on the effective date and shall be month-to-month for twelve (12) months subject to annual re-application and renewal.

3. **FUEL DISPENSING ACTIVITY:**

An owner of one or more aircraft who desires to conduct self-service fueling activities must apply for and must receive a Fueling Permit from the Executive Director prior to the performance of any self-service fueling activities. Self-service fueling shall be allowed only after the Permittee has complied with all applicable laws and the Authority's Ordinances, including its Minimum Standards and Rules and Regulations.

Permittee's fuel dispensing activities hereby authorized shall consist of and be limited to, self-served fueling by the Permittee or the Permittee's bona fide employee of aircraft with fueling equipment which the Permittee owns or exclusively leases for its own use of one (1) year or more. Self-Service Fueling Co-Ops are prohibited. Permittee or its bona fide employee must transport and dispense the Permittee's own products. Fueling is permitted into approved aircraft only. Fueling of non-aviation vehicles is prohibited on Airport property. Permittee shall have sole responsibility for maintaining fuel quality standards in all phases of fuel dispensing operations. Storage of fuel dispensing equipment is prohibited on Airport property, and fuel trucks used for self-service fueling may not be parked overnight on the Airport property. Self-service fueling equipment shall operate only on the established roadways and routes on the Airport as designated by the Executive Director from time to time. Commercial dispensing of fuel products under a Fueling Permit is prohibited.

Current fuel dispensing activity guidelines and detailed rules and regulations are described in detail in the Authority's Rules and Regulations and Minimum Standards.

4. **RULES, REGULATION, AND COMPLIANCE.**

Permittee shall observe and comply with all laws, ordinances, rules, regulations, orders and standards of the United States Government, the State of Illinois, the County of DuPage, the City of West Chicago, the Authority and all agencies thereof which

may be applicable to its operations or to the operation, management, maintenance or administration of the Airport now in effect or hereafter promulgated. Permittee's fuel operators shall comply with all applicable National Fire Prevention Association Standards for aircraft fuel servicing, Federal Aviation Administration Advisory Circulars, and City of West Chicago Fire Prevention codes. Permittee agrees to abide by and conform with the Authority's Rules and Regulations and Minimum Standards as may be amended from time to time.

Permittee acknowledges that the Authority's Ordinances, Rules and Regulations and Minimum Standards represent the minimum standard of care and behavior required to retain this Permit. Any violation may subject Permittee to penalties up to and including termination of this Permit.

5. **INDEMNITY AND INSURANCE.**

Indemnification. Permittee shall indemnify, defend, save and hold harmless the Authority and its commissioners, officers, officials, directors, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Permittee's activities on or uses of the Airport property. It is the specific intention of the parties that the Authority shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Authority, be indemnified by Permittee from and against any and all Claims. It is agreed that Permittee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use of Airport property, the Permittee agrees to waive all rights of subrogation against the Authority, its officers, officials, agents and employees for losses arising from the use of Airport property.

Insurance. As outlined in the Rules and Regulations and Minimum Standards, Permittee shall procure and deliver to the Executive Director, prior to self-service fueling of any aircraft, a current, original Certificate of Insurance acceptable to the Executive Director showing insurance coverage for the duration of the Permit, as specified in the insurance requirements in the Minimum Standards and Rules and Regulations.

6. **FEES AND REPORTING.**

Flowage Fee. Permittee shall pay to the flowage fee set in the Authority's Minimum Standards.

Taxes. Permittee shall pay all taxes and assessments and other impositions of any kind which may be levied or assessed in connection with Permittee's self-service fueling activities on the Airport.

7. **ASSIGNMENT.**

Permittee shall not assign its authorization under this Permit. Any attempt to assign, sell, transfer or encumber this Permit shall be void. This Permit or any interest therein, shall not be subject to assignment by operation of law. It is specifically stipulated and agreed that Permittee will not enter into any other arrangement(s) or agreement(s) with any other operator(s) or assign any of the rights herein whereby other operators share in the privileges or services authorized in this Permit or allow other operators to dispense fuel under this Permit.

8. **COMPLETE AGREEMENT.**

Permittee acknowledges that no representations, guarantees or warranties have been made as to matters not included in this Permit, by any representative of the Authority, and that this Permit (together with all referenced documents) contains the entire understanding between the Authority and Permittee with regard to the subject matter of this Permit, and no representative or employee of either the Authority or Permittee has made, or is authorized to change the terms hereof.

9. **CANCELLATION AND TERMINATION.**

The Permittee may cancel this Permit upon ten (10) calendar days' written notice. The Executive Director may terminate this Permit for any breach by Permittee of any of the provisions of this Permit (together with all referenced documents), including but not limited to non-payment of applicable fees, or any violation of applicable law, the Authority's Rules and Regulations and Minimum Standards now in effect or hereafter promulgated.

10. **IMMEDIATE TERMINATION.**

If the Permittee fails to maintain the required insurance, the Executive Director may immediately terminate this Permit.

IN WITNESS WHEREOF, the parties herein have caused this Permit to be duplicated in triplicate originals.

Permittee:

DuPAGE AIRPORT AUTHORITY

By: _____

By: _____

Its: _____

Its: Executive Director

Date: _____

SUBSCRIBED and SWORN to before me this _____
day of _____, 20 _____.

ATTEST:

Notary Public

Secretary

My Commission Expires: _____