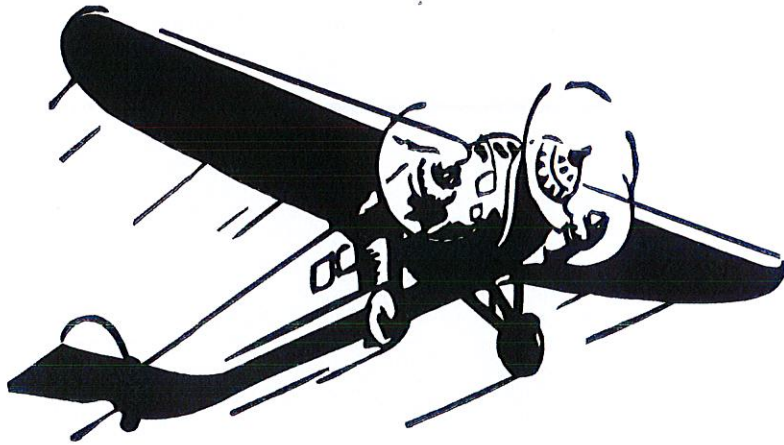


**MINIMUM STANDARDS
FOR
COMMERCIAL AVIATION
OPERATORS**



MINIMUM STANDARDS

MINIMUM STANDARDS FOR COMMERCIAL AVIATION OPERATORS AND OTHER AIRPORT TENANTS

Revised July 20, 2002

Article I	Definitions
Article II	Fixed Base Operators
Article III	Pilot Training, Aircraft Rental
Article IV	Charter Operations, Sightseeing
Article V	Aerial Photography, Crop Dusting or Aerial Advertising or Surveying
Article VI	Aircraft Sales
Article VII	Service, Repair or Maintenance of Aircraft
Article VIII	Radio and Instrument Repair
Article IX	Airport Tenant
Article X	Flying Clubs
Article XI	General Minimum Standards

MINIMUM STANDARDS FOR AIRPORT TENANT

MINIMUM STANDARDS FOR COMMERCIAL AVIATION OPERATORS, AIRPORT
TENANT LESSEES, COMMERCIAL TENANTS, COMMERCIAL
TENANT LESSEES AND FIXED BASE OPERATORS

ARTICLE I- DEFINITIONS

- 1.1 **DEFINITIONS.** As used in this Document, the following terms shall be defined as follows:
- a) **Aeronautical Activity.** Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. The following activities, commonly conducted on airports, are aeronautical activities within this definition: pilot training, aircraft rental; charter operations, sightseeing; aerial photography, crop dusting, aerial advertising or surveying; scheduled and non-scheduled air carrier operations; aircraft sales; sale of aviation petroleum products (whether or not conducted in conjunction with other included activities); service, repair or maintenance of aircraft; sale of aircraft parts; radio and instrument repair; flying clubs; and any other activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.
 - b) **Airport.** Spirit of St. Louis Airport, St. Louis County, Missouri.
 - c) **Airport Tenant.** Any person or entity who has entered into a lease for real property with COUNTY at the Airport.
 - d) **Airport Tenant Lessee.** Any person or entity which has entered into a sub-lease with an Airport Tenant.
 - e) **Commercial Tenant.** Any Airport Tenant who fulfills the requirements of Articles X and the appropriate requirements of Articles III, IV, V, VI, VII, VIII, or other specific requirements. By fulfilling said requirements, a Commercial Tenant may qualify to engage in any one or more aeronautical activity.
 - f) **Commercial Tenant Lessee.** Any person or entity which has entered into a sub-lease with an Airport Tenant and who fulfills the appropriate requirements of Articles III, IV, V, VI, VII, VIII, or other specific requirements. By fulfilling said requirements, a Commercial Tenant Lessee may qualify to engage in any aeronautical activity except the sale of aviation petroleum products.
 - g) **County.** St. Louis County, Missouri.
 - h) **Director.** St. Louis County Director of Aviation or his designee.

- i) **Fixed Base Operator**. Any Airport Tenant who fulfills the requirements and meets the qualifications set forth in Articles II and X and Articles III, IV, V, VI, VII, VIII, or other specific requirements as appropriate (hereinafter referred to as "FBO").
- j) **Leaseholder**. Airport Tenants, Commercial Tenants and FBO'S shall be referred to collectively in this Document as "Leaseholders".

ARTICLE II-FIXED BASE OPERATORS

2.1 **QUALIFICATIONS**. An Airport Tenant shall qualify as an FBO upon proof that the said Airport Tenant is a financially stable and responsible business enterprise. In addition, said Airport Tenant shall demonstrate that the premises from which it operates at the Airport and the personnel employed by it comply with the following requirements:

- a) A minimum of **Six (6) acres** of land, privately owned or leased from the COUNTY; **Privately owned land must have a current Airport Operating Agreement with County.**
- b) A general aviation service hangar containing a minimum of **14,000** square feet or **multiple hangars** general aviation service hangars with a combined total of **20,000** square feet.
- c) An office facility staffed with qualified personnel;
- d) A heated and air-conditioned waiting room for passengers and crew of itinerant aircraft;
- e) Sanitary restroom facilities;
- f) Public telephones;
- g) Parking sufficient to accommodate employees and customers;
- h) Personnel on duty seven days a week during normal business hours and additional employees available on call as needed;
- i) Availability of fuel for the public, and properly trained personnel and adequate equipment to perform fueling services.

2.2 **CERTIFICATION**. Prior to engaging in the activities of an FBO, said Airport Tenant shall submit to Director a properly executed Statement of Compliance with the minimum qualifications set forth in Paragraph 2.1 of this Document and with the applicable requirements set forth in Articles III, IV, V, VI, VII, VIII or other specific

requirements. Director shall have the right at any reasonable time to inspect the premises to assure compliance. Said Airport Tenant shall submit, upon Director's request, a financial statement of the said operation. Upon proof of compliance with the applicable requirements of Articles III, IV, V, VI, VII, VIII or other specific requirements, Director shall issue a certificate authorizing said Airport Tenant to become an FBO.

- 2.3 **AUTHORIZED ACTIVITIES.** FBO shall have the right to engage in the aeronautical activities for which it qualifies by complying with the minimum standards of the particular aeronautical activity, as set forth in Articles III, IV, V, VI, VII, or VIII. Provided, FBO shall provide written notification to COUNTY of its intent to engage in the particular activity described in Articles III through VIII, and shall provide a statement of compliance executed by FBO. Provided, further, that if FBO wishes to engage in an aeronautical activity not set forth in Article III, IV, V, VI, VII, or VIII, FBO shall provide COUNTY with written notification of said intent and shall comply with specific minimum standards to be determined by COUNTY.

ARTICLE III - PILOT TRAINING, AIRCRAFT RENTAL

- 3.1 **FACILITY.** Commercial Tenant, Commercial Tenant Lessee or FBO offering pilot training and/or aircraft rental shall either own, lease or sublease sufficient ramp and/or hangar space, classroom facilities and/or office space to adequately accommodate the requirements of its program.
- 3.2 **TRAINING PILOT.** A Commercial Tenant, Commercial Tenant Lessee or FBO offering pilot training instructions must employ on a full-time basis a minimum of one (1) instructor pilot. All instructor pilots must have current FAA pilot and approved medical certificates. Flight instructor personnel must demonstrate a continuing ability to meet FAA requirements.
- 3.3 **AIRCRAFT RENTAL.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in the rental of aircraft shall maintain a minimum of three (3) aircraft. The aircraft shall be under the exclusive control of Commercial Tenant, Commercial Tenant Lessee or FBO, shall be properly and lawfully equipped and shall be FAA certified for flight instruction and rental.
- 3.4 **RESPONSIBILITY FOR RENTERS.** Commercial Tenant, Commercial Tenant Lessee or FBO shall not rent an aircraft to any person who fails to display appropriate and current FAA pilot and approved medical certificates.

ARTICLE IV - CHARTER OPERATIONS, SIGHTSEEING

- 4.1 **FACILITY.** A Commercial Tenant, Commercial Tenant Lessee or FBO offering charter operations and/or sightseeing shall own, lease, or sublease sufficient office space to

provide shelter for passengers, restrooms, telephone and customer parking area. Commercial Tenant, Commercial Tenant Lessee or FBO shall provide for the checking in of passengers, handling of luggage, ticketing, ground transportation, and other related customer services.

- 4.2 **PILOT.** A Commercial Tenant, Commercial Tenant Lessee or FBO offering charter operations and/or sightseeing must employ on a full-time basis a minimum of one FAA certified pilot with current commercial and instrument ratings and the appropriate current approved medical certificates.
- 4.3 **AIRCRAFT.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in charter operations, and/or sightseeing shall at all times maintain under his exclusive control a minimum of two (2) currently certified and airworthy aircraft, either owned or leased by Commercial Tenant, Commercial Tenant Lessee or FBO and properly certified for charter operations or sightseeing.
- 4.4 **CERTIFICATION.** A commercial tenant, commercial tenant lessee or FBO desiring to engage in charter air taxi or commuter airline operations must be certified by the FAA under F.A.R. Part 135.

ARTICLE V - AERIAL PHOTOGRAPHY, CROP DUSTING OR AERIAL ADVERTISING OR SURVEYING

- 5.1 **FACILITY.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in aerial photography, crop dusting or aerial advertising or surveying shall own, lease, or sublease sufficient ramp and/or hangar and office space to house its aircraft and supplies. Commercial Tenant, Commercial Tenant Lessee or FBO shall assume total responsibility for making arrangements for the safe loading, unloading, storage and containment of noxious chemical materials.
- 5.2 **AIRCRAFT AND PILOT.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in aerial photography, crop dusting, or aerial advertising or surveying shall have in his employ a minimum of one (1) aircraft with pilot. The aircraft shall be suitably equipped for such operations and, if applicable, with adequate safeguards against spillage of chemical spray mixtures or materials on runways and taxiways or dispersal by wind force to operational areas of the Airport. The pilot shall have appropriate and current FAA pilot and approved medical certificates.

ARTICLE VI - AIRCRAFT SALES

- 6.1 **FACILITY.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in aircraft sales must own, lease, or sublease office, ramp and hangar facilities adequate to store aircraft and service customers.

- 6.2 **PILOT.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in the sale of aircraft must employ a minimum of one (1) fully qualified demonstrator pilot with current and appropriate FAA pilot and approved medical certificates.
- 6.3 **FRANCHISE.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in the sale of aircraft must have a sales or distribution franchise from a recognized aircraft manufacturer.
- 6.4 **USED AIRCRAFT.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in the sale of used aircraft must conform to the provisions of FAA regulations, part 47, Subpart C, and must possess a valid "Dealers Aircraft Registration Certificate", FAA Form 8050.

ARTICLE VII - SERVICE, REPAIR OR MAINTENANCE OF AIRCRAFT

- 7.1 **FACILITY.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in service, repair or maintenance of aircraft shall own, lease or sublease a minimum of 5,000 square feet of hangar, shop and storage space, and adequate ramp space and vehicle parking areas. Commercial Tenant, Commercial Tenant Lessee or FBO shall furnish facilities and equipment for air frame and power repairs to be conducted by a minimum of one (1) Federal Aviation Administration certified A & P mechanic and such other personnel as may be necessary. Air frame and power plant repair shall include facilities for both major and minor repair of aircraft and engines used in private aviation in the area of Airport; provided, however that Commercial Tenant, Commercial Tenant Lessee or FBO shall first demonstrate its ability to comply with requirements of the Airport for the suppression of noise, dust, fumes, dirt, odors, smoke, and other similar nuisances, including but not necessarily limited to, soundproofed and air conditioned enclosures for the performance of aircraft and engine repair.
- 7.2 **REMOVAL OF DISABLED AIRCRAFT.** Commercial Tenant, Commercial Tenant Lessee or FBO shall demonstrate the ability to and shall assume responsibility for promptly removing any disabled aircraft from the public landing area as soon as permitted by Federal Aviation Administration and Civil Aeronautics Board authorities.
- 7.3 **CERTIFIED REPAIR STATION LICENSE.** A commercial tenant, commercial tenant lessee or FBO engaged in service, repair or maintenance of aircraft shall be in possession of an airframe and powerplant Certified Repair Station License as granted by the Federal Aviation Administration.

ARTICLE VIII - RADIO AND INSTRUMENT REPAIR

- 8.1 **FACILITY.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in the repair of radio and other aircraft instruments, shall own, lease or sublease a minimum of 1,000 square feet of shop and storage space. Commercial Tenant, Commercial Tenant

Lessee or FBO shall make arrangements for access to and storage of aircraft on which there is work in process.

- 8.2 **TECHNICIAN.** A Commercial Tenant, Commercial Tenant Lessee or FBO engaged in the repair of radio and other aircraft instruments shall employ on a full-time basis a minimum of one (1) technician certified by the Federal Aviation Administration in the field of aircraft electronics and/or aircraft instruments with current Federal Communications Commission license to conduct complete aircraft transmitter, receiver and antenna repair.

ARTICLE IX - AIRPORT TENANT

- 9.1 **PROHIBITED ACTIVITIES.** No Airport Tenant shall engage in nor allow any Airport Tenant Lessee to engage in any aeronautical activity. No Airport Tenant shall allow any Commercial Tenant Lessee to engage in any aeronautical activity unless said Commercial Tenant Lessee complies with all appropriate provisions and requirements of Articles II, III, IV, V, VI, VII, VIII or special requirements.
- 9.2 **RESPONSIBILITY TO COUNTY.** An Airport Tenant shall be responsible that any aircraft owned, leased or subleased by it, or that any aircraft operated from the property leased, owned or occupied by it, is operated by personnel who hold appropriate and current Federal Aviation Administration pilot and approved medical certificates.
- 9.3 **NOTIFICATION.** Airport Tenant shall notify Director in writing prior to allowing any Commercial Tenant Lessee to perform any aeronautical activity. Said notification shall include the name of the Commercial Tenant Lessee, its principals, officers and employees, and the aeronautical activities it will perform.

ARTICLE X-FLYING CLUBS

- 10.1 The following requirements pertain to all flying clubs desiring to base their aircraft on the Airport and be exempt from the minimum standards:
- a) **Flying Club Organizations.** Each club must be a non-profit Missouri Corporation or partnership. Each member must be a bona fide owner of the aircraft or a stockholder in the corporation. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance and replacement of the aircraft. The club will file and keep current with the Airport a complete list of the club's membership and investment share held by each member.
 - b) **Aircraft.** The club's aircraft will not be used by other than bona fide members for rental and by no one for hire, charter or air taxi. Student instruction can be given by a lessee based on the Airport who provides flight training.

- c) **Violations.** In the event that the club fails to comply with these conditions, the Airport will notify the club in writing of such violations. If the club fails to correct the violations in fifteen days, the Airport may take any action deemed necessary.

ARTICLE XI GENERAL MINIMUM STANDARDS

- 11.1 **COMMERCIAL TENANT ELIGIBILITY.** Any Airport Tenant who complies with the minimum standards set forth in Article III through VIII or other special requirements for the categories of Commercial Tenant at the Airport, is eligible to become a Commercial Tenant for that category. Said Commercial Tenant shall not engage in any business or activity on Airport property other than that authorized by the Director. A Commercial Tenant desiring to extend its operation into one or more category or to discontinue operations in a category, shall first apply in writing to the Director for permission to do so, setting forth in detail the reasons and conditions for the request. The Director shall then grant or deny the request on such terms and conditions as Director deems reasonable and proper under the circumstances. Each Commercial Tenant shall provide its own buildings, personnel and equipment, and other requirements as herein stated upon land privately owned or leased from the COUNTY. Commercial Tenants agree to permit Director to enter upon and inspect their premises at any reasonable time.
- 11.2 **MINIMUM STANDARD FOR CHARGES TO PUBLIC.** FBO and Commercial Tenants shall at all times conduct, operate and maintain for the benefit of the public the services provided for and described herein, and all services related thereto as herein defined and set forth, and shall make all such services available to the general public. FBO and Commercial Tenants may make charges to patrons and customers for all merchandise or materials and services furnished or rendered, but agree that they will not impose or levy excessive or otherwise unreasonable charges or fees for any facilities or services. All Leaseholders shall be responsible for requiring that all Commercial Tenant Lessees comply with the Minimum Standard for Charges to Public herein above described. Notwithstanding anything contained in any lease or agreement that may be or appear to the contrary, it is expressly understood and agreed that the rights granted hereunder are non-exclusive and COUNTY reserves the right to grant similar privileges to others.
- 11.3 **GENERAL OPERATIONAL STANDARDS.** Each Leaseholder shall abide by and shall be responsible for the Airport Tenant Lessees and Commercial Tenant Lessees abiding by the following General Operational Standards:
- a) To reduce to a minimum vibrations tending to damage any equipment, structure, building or portion of a building which is located on Leaseholder's Premises or is located elsewhere on or near the Airport;
 - b) To keep the sound level of its operations as low as reasonably possible;

- c) To commit no unlawful nuisance, waste or injury on its property and to refrain from doing anything which may result in the creation or commission or maintenance of such nuisance, waste or injury to its property or the Airport;
- d) To refrain from creating or permitting to be caused or created upon its premises any obnoxious odors or smokes or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this paragraph, nor shall the reasonable operation of Leaseholder's business constitute such violation, although odors, gases and vapors may result therefrom;
- e) To refrain from doing anything which might interfere with the effectiveness or accessibility of the drainage or sewer system, fire protection system, sprinkler system, alarm system, fire hydrants, and hoses, if any are installed or located on or in Lease holder's premises or premises subleased by Leaseholder;
- f) To refrain from overloading any floor or paved area on Leaseholder's premises or premises sub-leased by Leaseholder and to repair any floor, including supporting members, and any paved area damaged by overloading;
- g) To refrain from doing any act or thing upon the premises:
 - (1) Which will invalidate or conflict with any fire insurance policies covering the premises at the Airport, or
 - (2) Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the normal Airport operation;
- h) To refrain from storing during any 24 hour period flammable liquids within any covered and enclosed portion of its premises in excess of Leaseholder's or Airport Tenant lessee's or Commercial Tenant Lessee's working requirements during the 24 hour period. Any liquids having a flash point of less than 110° F. shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories and COUNTY;
- i) To refrain from fueling or defueling aircraft or other equipment in the covered or enclosed portions of the premises without prior approval of the Director, provided, however, that Leaseholder shall not be prohibited from using gasoline or other fuel in such enclosed areas where necessary in repairing or testing aircraft component parts. In such event, Leaseholders shall take all precautions reasonably necessary to minimize the hazards created by use of flammable;

- j) To conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which constitute a part of the premises;
- k) To demonstrate the capability to perform minor repairs and to have available tools, jacks, towing equipment, tire repair equipment and any other equipment reasonably required for the performance of minor repairs;
- l) To carry personal injury liability insurance covering the premises with a minimum coverage of One Hundred Thousand Dollars (\$100,000) for injury to or death of any one person, **Two Million Dollars (\$2,000,000)** for injury to or death of any number or persons in one occurrence, and property damage liability insurance in the amount of **Two Million Dollars (\$2,000,000)**. Such insurance shall insure both tenant and County and shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for tenant and County. Provided, however, that COUNTY may require higher insurance coverage equal to the amount of potential liability imposed upon COUNTY by law.

Insurance policies and renewals thereof shall be delivered to and held by the Director except in the case of an Airport Tenant Lessee or Commercial Tenant Lessee.

- m) To arrange for and pay for all lights, gas, electrical current, water, sewer charges and garbage collection charges for services accepted in or about Leaseholder's premises or premises subleased by leaseholder and to pay the charges promptly when due;
- n) To remove from the Airport or otherwise dispose of in a manner approved by the Director, all garbage, debris, and other waste material (weather solid or liquid) arising out of leaseholder's, Airport Tenant Lessee's or Commercial Tenant Lessee's activities. Leaseholder shall keep and maintain its premises and its subleased premises in a neat and orderly condition; shall keep the grass cut and buildings painted. Any garbage, debris or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, made of metal and equipped with tight fitting covers of a design sufficient to contain whatever may be placed therein. Leaseholder shall use extreme care when effecting removal of all such waste.

11.4 **MINIMUM SIZE OF HANGAR.** Any hangar constructed by Leaseholder or on property leased by Leaseholder to be used for the rental of space for aircraft storage shall contain not less than 8,000 square feet of floor area. Leaseholder may, if sufficient land is available for lease from the COUNTY or available for purchase, construct such hangar and engage in the business of rental of space for aircraft storage.

- 11.5 **COMPLIANCE WITH LAW.** Each Leaseholder shall abide by and be responsible for all Airport Tenant Lessees and Commercial Tenant Lessees abiding by all state and county laws and ordinances, the rules and regulations of the COUNTY for the Airport, and the rules and regulations of the State and Federal Aviation Administrations.
- 11.6 **FAILURE TO COMPLY WITH MINIMUM STANDARDS.** In the event that Leaseholder fails to comply fully with the Minimum Standards contained in this Document, or fails to comply with any reasonable request or direction of the Director as it relates to said Minimum Standards, such refusal shall constitute a default. If said default continues for more than three (3) days after notice of said default, the Director may terminate any operating agreement with Leaseholder, withdraw any certificate of compliance, or take whatever reasonable steps are necessary to abate Leaseholder's failure to comply.
- 11.7 **CONSTRUCTION.** All construction required of Leaseholders or Airport Tenant Lessees or Commercial Tenant Lessees leasing from Leaseholder shall be in accordance with design and construction standards established by the COUNTY for the type of facility or activity involved. Leaseholder shall be required to furnish payment and performance bonds commensurate with any construction required under the standards established herein, or under any contract or lease by and between Leaseholder and COUNTY.
- 11.8 **SECURITY.** Each Airport Tenant, Commercial Tenant, Airport Tenant lessee, Commercial Tenant lessee or Fixed Based Operator having access to the Airport Operating Area(AOA) and or Security Identification Display Area(SIDA) shall designate a Facility Security Coordinator. The Facility Security Coordinator shall be trained and certified by the Airport Security Coordinator, and be responsible for training their company personnel and maintaining compliance with the Spirit of St. Louis Airport Security program. On-site security patrolling, inspection and maintenance of the property of Leaseholders, Airport Tenant Lessees and Commercial Tenant Lessees shall be provided by Leaseholders and/or said Lessees. These areas will be subject to periodic inspection by Director and or the Airport Police. In case of fire or disorder beyond the capabilities of the personnel of Leaseholder and/or said Lessee, Leaseholder shall notify local police or fire departments for assistance and notify the Director.
- 11.9 **NON-AIRWORTHY AIRCRAFT.** All non-airworthy aircraft shall be removed from the Airport by Leaseholder at Leaseholder's expense on thirty (30) days written notice from the Director.
- 11.10 **ASSIGNMENT OR SUBLEASE.** Leaseholder may not sublease or assign its interest in any property leased from COUNTY without the prior written approval of the Director; provided, however, that the Director shall not unreasonably withhold its consent to such

subletting or assignment. Any such subletting or assignment shall be subject to all of the terms and conditions set forth herein.

- 11.11 **EMPLOYEES OF LEASEHOLDERS.** Leaseholder shall be responsible for controlling the conduct, demeanor and appearance of its employees, invites, and all those doing business with it. Upon objection from the Director concerning the conduct, demeanor and appearance of any such employee, Leaseholder shall immediately take all reasonable steps necessary to remove the cause of objection. Leaseholder shall be solely responsible for all of the acts of its agents and/or employees, and shall save and hold the COUNTY harmless from any act of Leaseholder, its agents and employees.
- 11.12 **SERVICING EQUIPMENT.** Leaseholder shall maintain equipment used to service aircraft in conformity with applicable safety requirements. Equipment shall be monitored by reliable metering devices subject to independent inspection. Fueling equipment used by FBO shall have a pumping efficiency capable of meeting normal demand.
- 11.13 **FINANCIAL ABILITY.** Leaseholder shall satisfy the Director that it is technically and financially able to perform the services of a Leaseholder. This shall include the responsibility for demonstrating continued financial solvency and business ability by the submission to Director of an annual balance sheet, credit references and any other proof that the Director may require from time to time. The Director shall be the final judge as to the qualifications and financial ability of a Leaseholder.
- 11.14 **WAIVER.** Upon written applications, Commercial Tenant, Commercial Tenant Lessee or FBO may request, and Director may grant, a waiver of any qualification, requirement or obligation of Commercial Tenant, Commercial Tenant Lessee or FBO, provided, however, that said waiver does not result in Commercial Tenant, Commercial Tenant Lessee or FBO acquiring and unreasonably unfair advantage over similarly situated Commercial Tenants, Commercial Tenant Lessees or FBO's at Airport.