



Boise Airport Rules and Regulations January 2003

FOREWORD

The statements contained herein express the policy of the Boise Airport Commission, duly adopted as the Rules and Regulations by the Mayor and City Council of Boise, and are intended to ensure the safe and efficient operation of the Boise Airport (Gowen Field) by the Airport Commission and Airport Director.

The purpose is to fulfill the intent of Chapter 2, Title 2, of the Boise City Code:

- A. Promoting the health, safety and general welfare of the inhabitants of the County of Ada and City of Boise;
- B. Conserving the value and use of land and the harmonious development thereof;
- C. Preventing the creation or establishment of airport hazards;
- D. Protecting the lives and property of the users of the Boise Airport and of occupants of land in its vicinity; and
- E. Promoting the ordered development of aeronautical activities and services to meet the needs of the citizens of Boise City and the Airport Service Area.
- F. Protecting the occupants and property of the Gowen Field Military Reservation and thereby assist in promoting the military preparedness and security of the United States of America and the State of Idaho.

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RULE 1.0

DEFINITIONS

Unless otherwise expressly stated, the following terms shall, for the purpose of these Rules and Regulations, have the meaning herein indicated.

- 1.1 "Aircraft"** shall mean any and all contrivances now known or hereafter designed, invented, or used for navigation or flight in the air.
- 1.2 "Airport"** shall mean the Boise Airport and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan or as it may hereafter be extended, enlarged or modified.
- 1.3 "Airport Commission"** shall mean the Board of Airport Commissioners as established by Chapter 2, Title II, Boise City Code.
- 1.4 "Airport Director"** shall mean the duly appointed Airport Director of Boise Airport (Gowen Field) or his duly authorized representative as established by Chapter 2, Title II, Boise City Code.
- 1.5 "Air Operations Area (AOA)"** shall mean that portion of the Airport designed and used for landing, taking off, or surface maneuvering of airplanes together with the required clear areas.
- 1.6 "Air Traffic Control (ATC)"** shall mean the facility operated by the FAA for Air/Ground communications, which provides air traffic control services to aircraft operations on or in the vicinity of the Airport.
- 1.7 "Auto Gas"** shall mean any fuel designed and manufactured to be used in automobiles, as opposed to "AVGAS" which is designed and manufactured to be used in aircraft.

- 1.8 "Boise City Code (BCC)"** shall mean the current code of the City of Boise.
- 1.9 "City"** shall mean the City of Boise, Idaho, a municipal corporation located in Ada County, Idaho.
- 1.10 "Council"** shall mean the City Council of Boise Idaho.
- 1.11 Environmental Laws"** shall mean all Federal, State, and local laws relating to environmental matters.
- 1.12 "FAA"** shall mean the Federal Aviation Administration.
- 1.13 "FAR"** shall mean the Federal Aviation Regulations.
- 1.14 "Hazardous Materials"** shall mean any material as defined in applicable Federal, State, and local environmental laws.
- 1.15 "Large Aircraft"** shall mean any aircraft with a certificated gross weight in excess of 12,500 pounds.
- 1.17 "Motor Vehicle"** shall mean and include any vehicle except an aircraft which is self-propelled. (see vehicle)
- 1.18 "Movement Area"** shall mean the runways, taxiways, and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- 1.19 "Person"** shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.
- 1.20 "Ramp"** shall mean an area designated as an apron or ramp and used for the parking and maneuvering; loading and unloading, and servicing of aircraft while on the ground.

- 1.21 "Secured Area"** shall mean all areas where air carriers enplane and deplane and send and load baggage and any adjacent areas not separated by adequate security measures.
- 1.22 "Security Identification Display Area (SIDA)"** shall mean the area identified by the Airport Director where the wearing of external identification badges is required for Airport security in accordance with 49 CFR 1542 and the Airport Security Manual. This includes all Secured Areas around the passenger terminal used for the boarding and servicing of scheduled commercial airlines.
- 1.23 "Supplemental Type Certificate (STC)"** shall mean an approved modification to a FAA certificated aircraft.
- 1.24 "TSA"** shall mean Transportation Security Administration.
- 1.25 "Vehicle"** shall mean any device in, upon or by which any person or property is or may be transported.

RULE 2.0

VIOLATION, SEVERABILITY AND INTERPRETATION

2.1 COMPLIANCE WITH CITY CODES, LAWS AND RULES

All persons shall, at all times, comply with, be subject to, and be governed by (a) the lawful exercise of the police power by Boise City, Ada County, and the State of Idaho, (b) the terms and provisions of the Boise City Code now in force or as hereinafter amended, (c) all rules and regulations promulgated by the Airport Commission pursuant to the provisions of Chapter 2, Title 2 of the Boise City Code, and as approved by the Mayor and Council by resolution, and (d) all rules and regulations established and promulgated by the Federal Aviation Administration and the Transportation Security Administration. The observance of the foregoing shall be a condition under which all persons may use the facilities of the airport, and failure to observe and comply with, and the violation of any provision of the foregoing and this Ordinance, shall constitute a misdemeanor.

2.2 MILITARY

Where these rules conflict with military rules, regulations, or operating procedures, those military rules, regulations or operating procedures take precedence for military employees in the performance of their duties. In the absence of an applicable military rule, regulation, or operating procedure, these rules and regulations apply. Non-military personnel entering onto the military exclusive use area are subject to applicable military rules and regulations as well as Boise City Code.

2.3 SEVERABILITY

The Airport Commission and the Boise City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections,

subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of these Rules and Regulations or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, or other competent agency, such decision shall not affect the validity or effectiveness of the remaining portions of these Rules and Regulations or any part thereof.

If the application of any provision or provisions of these Rules and Regulations to any lot, building, sign or other structure, or parcel of land is found to be invalid or ineffective in whole or in part by any court of competent jurisdiction, or other competent agency, the effect of such decision shall be limited to the property or situation immediately involved in the controversy, and the application of any such provision to other properties and situations shall not be affected.

2.4 INTERPRETATION

In the event that an interpretation of any provision of these Rules and Regulations is required, the Airport Director shall render such interpretation. Appeals of the Airport Director's interpretations shall be made in writing to the Airport Commission within ten days of the Airport Directors interpretation.

RULE 3.0

GENERAL RULES

3.1 AIR AND GROUND TRAFFIC RULES

All applicable Federal and State laws and regulations or any other legal authority having jurisdiction, as now in effect, or as they may from time to time be amended, are hereby incorporated as part of these Rules and Regulations as though fully set forth herein.

3.2 EMERGENCIES

When the Airport Director, or his representative, determines that an emergency potentially affecting the health, welfare or safety of persons and/or property exists at the Airport, he shall be empowered to take that action which, within his discretion and judgment, is necessary or desirable to protect persons and/or property and to facilitate the operation of the Airport.

During such an emergency, the Airport Director may suspend these Rules and Regulations, or any part thereof, and he may in addition issue such orders, rules and regulations as may be necessary.

3.3 TENANT REPORTING

All Airport tenants should report situations that may potentially affect health, welfare or safety of persons and/or property to the Airport Police as soon as practical.

3.4 LITTER, REFUSE AND SANITATION

It shall be unlawful for any person to deposit, place, leave or dump in any manner, any litter, debris, garbage, rubbish and refuse as defined in Chapter 16, Title 6 of the Boise City Code, or any personal property or other objects or substances, or to permit or allow such to be carried, blown, scattered, deposited, left or dumped in or upon the Airport, whether it be operational areas,

undeveloped areas, or roads, except at such places and under such conditions as the Airport Director may from time to time prescribe.

No trash or refuse will be burned on the Airport at any time, unless specifically authorized by the Airport Director.

3.5 ANIMALS

Animals are permitted on the Airport if on a leash or restrained in such manner as to be under control.

3.6 RESTRICTED AREAS

It shall be unlawful for any person to be upon or within, or to go upon or within, the SIDA/"Secured Area" except when properly displaying or escorted by an authorized individual displaying an approved identification badge, in accordance with the Airport Security Plan.

It shall be unlawful for any person other than those in aircraft operating on the airport or in vehicles authorized to service or support such aircraft to enter or be upon or within the Air Operations Area unless with prior approval of the Airport Director, and displaying the proper vehicle security permit.

The Airport Director at any time and for any interval of time, either temporarily or at regularly and stated intervals (daily or otherwise), and either entirely or merely to certain uses, whenever he shall find it reasonably necessary, shall have the authority to close to use to any and all persons, or groups or classifications thereof, any section or part of the Airport.

Any airport tenant, contractor, or service personnel requiring a non SIDA authorized person or persons to perform work within SIDA/Secure Areas shall provide SIDA-authorized escorts for such unauthorized persons.

3.7 PUBLIC ASSEMBLIES

No person, persons, firm, association, or corporation shall sponsor, hold, permit or otherwise carry on any activity which would impact the operation of the airfield without first obtaining written permission and complying with all the terms and conditions of such permit, except as may be authorized in a written lease. In the event approval is given, written evidence of insurance covering all injury, damages, or claims which might result from such activities shall be submitted to the Airport. In such event, the Airport, City, and all officers and employees thereof shall be held harmless from any claims.

3.8 CONDUCT OF BUSINESS/SOLICITING

It shall be unlawful for any person to solicit, offer for hire or sale or engage in any business or charitable activity of any nature on, upon, within or from the Airport except with the prior approval thereof and only then in conformance with an appropriate lease or permit.

3.9 CIRCULARS/ADVERTISEMENTS

Other than as provided for in tenant leases, no person shall post, distribute, or display signs, advertisements, circulars, printed or written matter at the Airport, without the express written consent of the Airport Director and in such manner as he may prescribe.

3.10 LOST AND FOUND ARTICLES

Any person finding lost articles may deposit them with the Airport Operations.

3.11 DAMAGE TO AIRPORT PROPERTY

Any person causing or responsible for injury, destruction, damage or disturbance to airport or public property shall report such damage to the Airport Police and, upon demand by the Airport

Director, shall reimburse the Airport for the full amount of the damage.

3.12 SMOKING

Smoking in Airport shops and hangars and the terminal building is permitted only in designated areas. No smoking shall be permitted within fifty (50) feet of an aircraft while the aircraft is being fueled/defueled, or within fifty (50) feet of any fuel carrier when not in motion. Smoking is permitted only in designated areas of ramp.

3.13 NON-DISCRIMINATION

It is unlawful for Lessee, tenant, concessionaire, permittee, or contractor to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

3.14 MARKING ON PAVED AREAS

Other than as provided for in tenant leases, no surface painting or marking of any paved area on Airport property shall be permitted without written permission of the Airport Director.

3.15 AIRPORT CONSTRUCTION AND OBSTRUCTION CONTROL

No person shall commence any construction project on Airport premises without first obtaining written permission from the Airport Director and without strict compliance and adherence to the safety specifications and direction of the Airport Director. The Airport Director will review all requests for building permits and approve or disapprove on the basis of the Airport Minimum Standards, the Airport Tenant Design Standards, the Airport Master Plan, the current FAA approved Airport Layout Plan, and the potential benefit to the public and the aeronautical community.

3.16 FIREARMS, EXPLOSIVES AND DANGEROUS ARTICLES

No person, except City Employees in the performance of their duties, shall carry firearms within the SIDA. Other persons authorized by a municipal, State or Federal government carrying firearms on the Airport in performance of their official duties may do so only as provided by the 49 CFR 1542 and the Airport Security Plan.

3.17 REMOVAL AND IMPOUNDMENT OF PROPERTY

The Airport Director, or his duly authorized representative, may remove from any area of the air terminal, including any leased premises, any aircraft, motor vehicles or other property which causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the persons using the air terminal or a significant portion thereof. The expense of such removal and any storage fees shall become a lien chargeable to the owner and/or operator of such aircraft, motor vehicle or other property.

3.18 LIABILITY

The City of Boise assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, or collision damage nor does the Airport assume liability for injury to persons while on the Airport or while using its facilities.

3.19 HUNTING/SHOOTING/TRESPASSING

There shall be no hunting, shooting or trespassing within or onto Airport property unless authorized in writing by the Airport Director.

3.20 DENIAL OF FACILITIES

The City of Boise may deny the use of the Airport and its facilities to any person if it is determined that such denial is necessary to protect safety, property or the public's interest in the Airport.

RULE 4.0

PERMITS, AGREEMENTS, & LEASES

4.1 COMMERCIAL ACTIVITY

All commercial operators conducting activities of any type on Boise Airport property, or using Boise Airport Property as a base of operations, shall notify Airport Management of such activity by applying for a "Business Permit." Permits may be obtained at the Airport Director's Office and will be valid for three years from the date of issuance. Permits must be renewed every three (3) years. No charge will be assessed for this permit. Activities approved by permit, agreement, or lease shall be restricted to the activities specifically described in the permit, agreement, or lease and any applicable Minimum Standards. Standard forms for such permits, agreements, and leases and copies of the Airport Minimum Standards may be obtained from the Airport Director's Office. In the event the Airport agrees to an activity for which there is not an appropriate permit, agreement or lease, Airport management will make a recommendation to the Airport Commission for the terms, conditions and rates.

4.2 SECURITY FOR INDEBTEDNESS

The following are conditions of all permits, agreements, or leases entered into by the City and Lessee, tenant, or Permit Holder for lease or use of the Airport whether or not it is expressly written into the permit, agreement, or lease:

The City shall have a lien on all property of Lessee, tenant, or Permit Holder used or situated on premises; to secure payment of rent (and other indebtedness owing from Lessee, tenant, or Permit Holder to the City at any time during existence to this permit, agreement, or lease); to become due under this permit, agreement, or lease and in default of payment may take possession of, and sell such of, said property as may be sufficient to pay delinquent rent (or indebtedness).

The permit, agreement, or lease may be terminated by the City in the event of the breach of any of the provisions of the permit, agreement, or lease herein contained, in which case, the City may immediately reenter the premises and this permit, agreement, or lease shall thereupon terminate.

Failure of the City to insist on the strict performance of the terms, agreements, and conditions herein contained or any of them, shall not constitute or be construed as a waiver or relinquishment of the City's right thereafter to enforce any such term, agreement, or condition, but the same shall continue in full force and effect.

Notices and demands by either the City, Lessee, tenant, or Permit Holder may be given by certified mail with prepaid postage addressed to Boise Airport at 3201 Airport Way, Boise, Idaho 83705; to Lessee, tenant, or Permit Holder at the address listed on the permit, agreement, or lease, subject to the right of the City, Lessee, tenant, or Permit Holder to designate by notice in writing a new address to which said notices or demands must be sent.

Any improvements placed or constructed within or upon the Airport by the Lessee, tenant, or Permit Holder, including buildings, hangars, or other space improvements, unless otherwise agreed between the City and said Lessee, tenant, or Permit Holder, shall become the property of the City or may be removed by and at the cost of the Lessee, tenant, or Permit Holder at the termination of any permit, agreement, or lease, or any extension thereof. The City reserves the right to request said Lessee, tenant, or Permit Holder to restore the Airport property to its original condition, reasonable wear and tear accepted.

No Permit Holder, Agreement Holder, or Lessee may assign any permit, agreement, or lease, written or oral, or sublease, or rent any portion of any leased premises, without written consent of the City. The request to assign, sublease, or rent must be accompanied by a copy of the assignment, sublease or rental agreement with all conditions and terms. If the value of the assignment, sublease or rental agreement indicates that the compensation received by the Airport for the original permit, lease

or agreement is less than market value, the compensation, after any adjustments for tenant-made improvements, may, at the discretion of the Airport Commission, be adjusted by up to one-half of the excess of the sub-lease rent over the current rate charged to the original Permit Holder, Agreement Holder or Lessee.

If any Permit Holder, Agreement Holder, or Lessee is in default of any of the terms and conditions of the permit, agreement, or lease; or violates any of the Rules and Regulations of the Airport, and fails or refuses after receipt of written notice thereof within the time specified in the written permit, agreement, or lease or if no time has been agreed upon, within ten (10) days of receipt of written notice of such default, to perform or correct the conditions in default, then any permit, agreement, or lease may be deemed terminated and forfeited and all rights thereupon terminated. In the event of such termination, the Permit Holder, Agreement Holder, or Lessee shall thereupon be deemed guilty of unlawful detainer and subject to the laws pertaining thereto. The time for receipt of written notice herein specified shall be in lieu of any such notice requirement provided by statute.

4.3 PREEMPTIVE RIGHTS OF THE UNITED STATES GOVERNMENT

All permits, agreements, or leases are subject to the rights of the government of the United States of America to take possession of the Airport and subject to all terms and conditions imposed upon the City by the United States of America, particularly to all terms and conditions as may appear from any instruments of transfer conveying title to Boise City to the Boise Airport (Gowen Field), or facilities situated thereon and by instruments identified as "Grant Agreements" entered into by Boise City. In the event of the exercise of any possessory rights by the Government of the United States of America, the Permit Holder, Agreement Holder, or Lessee of any premises shall promptly quit and vacate said premises and all duties of such Permit Holder, Agreement Holder, or Lessee under any agreement shall thereupon terminate.

4.4 AIRPORT FEES, RENTS, AND CHARGES

It is the goal of the Airport that the facility will be completely supported by user fees with no dependency upon tax funds. The system of rates and charges have been developed to reflect fair compensation for the use of the facility by all users. All Airport charges shall be subject to change and negotiation at any time with the exception of leases written with specific provisions for periodic rent increases based upon appraisals or consumer price index adjustments. Leases written without specific clauses for rent increases will be adjusted every year by the Consumer Price Index increase for the appropriate period (in no event shall the adjusted rents at each of these anniversaries be less than the rent established at the beginning of the immediately preceding year nor twenty percent (20%) increase over the rent established at the beginning of the immediately preceding ten (10) year period.) All other rates and charges may be analyzed on an annual basis to determine reasonableness; such analysis may include industry trends, market land values, inflation, and local market conditions.

All amounts not paid by Lessee/User when due will bear a delinquency charge of 18% per annum. The said rate will be applied from the date when the same was due until paid by the Lessee/User. Past due accounts will be subject to a minimum delinquency charge per month, which will cover the costs of handling. The delinquency charge on past due accounts is subject to periodic adjustment to reflect the City's then current rate charged on past due accounts. The minimum charge will also be adjusted periodically to reflect current costs.

The City shall have the right to audit and inspect the financial records of all Lessees, tenants, or Permit Holders if necessary to determine the accuracy of rents or fees paid.

Current rates and charges will be published and available at the Airport Director's Office.

4.5 NON EXCLUSIVE RIGHTS

Nothing herein contained shall be construed to grant otherwise or authorize the granting of an exclusive right, except as to the areas to be occupied by the Permit Holder, Agreement Holder, or Lessee, which areas shall be for the Permit Holder, Agreement Holder, or Lessee's exclusive use.

4.6 LANDING FEES

All commercial operators, as defined in the FARs, scheduled air carriers, nonscheduled air carriers, and cargo carriers carrying revenue-generating passengers or cargo, (including business class aircraft under charter or carrying revenue-generating passengers or cargo) shall pay landing fees. Landing fees shall be calculated at a set charge per thousand pounds, or fraction thereof, gross landing weight (as published by FAA). Said charge to be made for each trip arrival including subsequent departure, providing that a minimum charge may be made. The two categories of landing fees are as follows:

SIGNATORY: A. Scheduled air carriers operating under a Use and Lease Agreement with Boise City are eligible for signatory rates.

B. Cargo carriers based on airport premises who have adequate insurance for the intended operation which includes Boise City as an additional named insured, and post a payment bond equal to two months estimated landing and parking fees, are eligible for signatory rates.

NON-SIGNATORY: All air carriers, charter operators, air taxi operators, and other commercial use aircraft (including helicopters) not eligible for signatory rates will be charged non-signatory rates.

In accordance with the Airport's assurances for the receipt of Federal grant assistance in developing the airport, the Airport may

charge landing fees to government aircraft proportional to the use of facilities if their use is substantial. Substantial use is defined as if in any month there are more than five (5) government aircraft regularly based on or adjacent to the Airport, or have more than 300 landings, or a gross accumulated weight of five million pounds. Government aircraft will file landing reports and pay fuel flowage fees and landing fees at the non-signatory rate or as specified in any joint-use or operating agreement each agency has with the Airport.

A monthly report shall be filed, in an Airport approved format, of all landings. The Airline shall pay to the City within thirty (30) days following the end of each calendar month, without demand or invoicing, landing fee charges for revenue landings for the preceding month at the rate and in the amount then currently approved in the Airport Fee Schedule. The Airline shall provide to Airport for calculation of landing fee charges a copy of its monthly landed weight report, the number of landings by aircraft types, maximum gross certificated landing weight, and total landed weight by the due date. The report and payment of landing fees must be **received** in the Airport Director's Office on or before the end of the month following the month in which the aircraft landings took place. (Example: June's payment and reports are due by July 31.) Payments and reports received after the due date will be subject to late fees as described in Section 4.4 of the Boise Airport Rules and Regulations. Current landing fees will be published and available at the Airport Director's Office.

4.7 AIRCRAFT PARKING FEES

Aircraft parking on a ramp area managed by Boise City are subject to a parking fee. The categories of signatory and non-signatory as outlined above apply. Current parking fees will be published and available at the Airport Director's Office.

4.8 FUEL FLOWAGE FEE

A per-gallon fee will be paid by the bulk distributor on all aircraft fuel delivered to any location at Boise Airport. The bulk distributor shall file a monthly report on an Airport approved format of such deliveries. Payment of the fuel flowage fees shall accompany the report. The distributor shall pay to the City within thirty (30) days following the end of each calendar month, without demand or invoicing, per-gallon fee charges for the preceding month at the rate and in the amount then currently approved in the Airport Fee Schedule. The distributor shall provide to Airport for calculation of per-gallon fee charges a copy of its monthly fuel flowage report and the number of gallons delivered by the due date. The report and payment of fuel flowage fee must be **received** in the Airport Director's Office on or before the delivered due date as described above. (Example: June's payment and reports are due by July 31.) Payments and reports received after the due date will be subject to late fees as described in Section 4.4 of the Boise Airport Rules and Regulations. Current fuel flowage fee will be published and available at the Airport Director's office.

EXCEPTION: The fuel flowage fee will not apply on aircraft fuel delivered to signatory airline carriers or signatory cargo carriers. Fuel deliveries must be reported, whether exempt from fuel flowage fees or not. Mark deliveries to signatory airline carriers and signatory cargo carriers as "EXEMPT" on the monthly fuel report.

4.9 GROUND TRANSPORTATION FEES

All owners or operators of commercial vehicles must obtain a permit to operate at Boise Airport. Commercial vehicles shall include, but may not be limited to: taxicabs, buses, off-airport car rentals, hotel/motel courtesy vehicles and off airport parking shuttle vehicles. Fees will be charged in accordance with the type of commercial vehicle activity being conducted.

See Boise City Code Chapter 12-19 for Definitions and Rates.

4.10 VEHICLE PARKING FEES

Public Parking: Public parking areas will be designated by the Airport Director. Charges will be based upon units of time -- by the month, week, day, hour or portions thereof. Current fees will be published and available in either the Airport Director's Office or the Parking Management Office.

Employee Parking: To the extent available space is not required for public parking or other uses, City will make parking spaces available at a site designated by the Airport Director to Boise-based employees of Terminal Facility tenants. The charge for this parking privilege will be by appropriate unit of time.

Special Use Parking: Any area may be designated by the Airport Director as a "Special Use Parking Area" and the charges will be negotiated.

RULE 5.0

ENVIRONMENTAL COMPLIANCE

5.1 APPLICABILITY AND COMPLIANCE

All persons engaged in any activity at the Boise Airport, shall comply with all applicable local, state and federal environmental laws.

5.2 HAZARDOUS MATERIALS STORAGE

All Hazardous Materials must be stored in accordance with all applicable local, state, and federal rules, regulation and policies for labeling, packaging, storage, fire protection and secondary containment.

Owners and Operators of Fuel Storage tanks shall obtain liability insurance from the Idaho State Insurance Fund under Title 41 Chapter 49 Petroleum Clean Water Trust Fund Act and shall list name the City as "additional named insured."

5.3 UNDERGROUND STORAGE TANKS

All USTs and former UST sites, regardless of their regulated status, shall be registered with the City. Registration requirements shall include the following information (if known): location, date of installation and date of removal, materials of construction, materials stored in the tank, current status (active, inactive, closed, or removed), and a narrative of remedial action taken for leaking USTs. In order to satisfy this requirement, owners or operators of USTs may submit copies of Idaho State required tank registration forms and closure evaluation forms.

5.4 STORM WATER RUNOFF

No person shall cause or allow non-allowable storm water and non-storm water discharges to be released to the storm water system, or any Hazardous Material to be released to the

storm sewer system except as specifically permitted under the Clean Water Act (33 USC § 1251 et seq.)

5.5 DUTY TO NOTIFY

In the event of a release or threatened release of Hazardous Materials or other contaminants to the environment relating to or arising out of the persons use or occupancy of the Airport the person shall immediately notify the Airport Director in writing. Additionally, if any claim, demand, action or notice is made against the person regarding the person's failure or alleged failure to comply with any Environmental Laws, the person shall immediately notify Airport Operations and within 72 hours submit a written report to the Airport Director, and shall provide the City with copies of any written claims, demands, actions or notices so made.

5.6 PERMITS

All tenants, sub-tenants, Permit Holders, renters, and Lessees shall, at the request of the City, submit complete and accurate copies of any permits obtained or compliance orders required under any of the Environmental Laws, provided that such permits are pertinent to the activities of tenant, sub-tenant, Permit Holder, renter, or Lessee at the Airport.

5.7 ENVIRONMENTAL REMEDIATION

All persons, shall take such steps necessary to remedy and remove any Hazardous Materials and any other recognized environmental concerns as defined by A STM E 1527-00 as are caused by the person on or under the Airport as are necessary to protect the public health and safety.

RULE 6.0

FIRE SAFETY REGULATIONS

6.1 APPLICABILITY AND COMPLIANCE

All persons, companies, and agencies engaged in any activity at the Boise Airport, whether occupying Airport owned buildings or otherwise, shall comply with all applicable City, County, and State fire regulations. The following additional rules and/or clarifications apply at Boise Airport.

6.2 USE OF FLAMMABLE MATERIALS

No person shall smoke, use matches, lighters, or other means of kindling fire in any hangar, shop, room or building on the Airport except in designated smoking areas.

No tenant, shipper, individual and other entities shall conduct any open-flame, welding or spark-generating operations on any Airport property or in/on any hangar or building or part thereof unless specifically authorized by permit issued by the Airport Operations. Some work areas, because of their nature (baggage cart repair, machine shop), may be designated permanent welding shops by the Fire Department.

A partial list of operations requiring an open-flame permit is as follows: Any type welding or cutting using high-temperature equipment, tar kettle (roofing), lead pot (plumbing), solder torches, candles, fireworks.

6.3 PARKING IN FRONT OF HANGAR DOORS

Aircraft, Motor Vehicles or other materials shall not be parked or left unattended in front of hangar doors or in such a manner as to restrict evacuation of hangars in case of fire.

6.4 FUELING/DEFUELING AIRCRAFT

No aircraft shall be fueled or drained while the engine is running or while in any enclosure.

6.5 ENGINE PREHEATING

Preheating of engines shall be restricted to hot air and electrical heaters designed and manufactured for such use.

6.6 CLEANING PARTS

The cleaning of motor parts or other parts of aircraft shall preferably be with non-flammable liquids unless the aircraft part or motor being cleaned is located a safe distance from other aircraft or buildings. If volatile flammable liquids are employed for this purpose, cleaning operations shall be carried on in the open air or in a separate room located in the repair shop section and separated from storage and operational area by fire resistant partitions in compliance with the requirements of the Uniform Building Code and applicable National Fire Protection Association standards.

6.7 HANGAR FLOORS

Floors shall be kept clean and free from oil. The use of solvents for cleaning hangar floors is prohibited.

6.8 EMPTY CONTAINERS

All empty oil, paint and varnish cans, bottles or other containers shall be removed immediately from the premises and not allowed to remain on floor, wall stringers, or overhead storage areas of hangars, shops and other buildings.

6.9 TRASH

No boxes, rubbish, paper or litter of any kind shall be permitted to be stored in or about hangars. Reusable shipping containers shall

be stored in designated areas and in accordance with the City Fire Code.

6.10 FLAMMABLE MATERIALS

Gasoline, kerosene, ether, or other flammable liquids including those used in connection with the process of "doping" shall not be stored in hangars. Limited quantities of lubrication oils may be kept within hangars when stored in original containers and in accordance with current City fire codes.

6.11 DISCHARGE OF COMBUSTIBLE LIQUIDS

No tenant, shipper, individual and other entities shall permit or cause to be permitted the discharge of flammable or combustible liquids or any waste liquid containing crude petroleum or its products into or upon any street, highway, drainage canal or ditch, storm drain, flood control channel, lake, waterway, or the ground.

6.12 COMPRESSED GASES

Compressed gas cylinders shall be designed, constructed, tested and maintained in accordance with U.S. Department of Transportation (DOT) specifications and regulations. Cylinders, pressure vessels and groups of containers shall be marked with the name of the gas contained in clearly visible lettering. Compressed gas cylinders in service and in storage shall be adequately secured to prevent cylinders from falling or being knocked over. The means to secure the cylinder shall not be subject to damage by an exposing fire. Compressed flammable gases shall not be used or stored inside any aircraft hangar unless approved in writing by the Boise Airport and the Boise City Fire Department.

6.13 HEATING EQUIPMENT

All heating equipment and fuel burning appliances installed on the Airport shall be listed by an appropriate testing agency for its

intended use, comply with the requirements of the Uniform Mechanical Code and the applicable standards of the National Fire Protection Association.

6.14 STORAGE

No person shall possess or store any flammable or combustible liquids, gasses, explosives, rapid-burning substances, or large quantities of ordinary combustibles in hangars, buildings, or grounds of the Airport except in rooms, buildings, or areas on the Airport specifically approved for such storage by the Fire Department.

No person shall store or stock material or equipment in such a manner as to constitute a fire hazard, or in a manner which would render fire fighting abnormally dangerous or difficult.

RULE 7.0

OPERATION OF AIRCRAFT

7.1 APPLICABILITY

It shall be unlawful for any person to navigate, land, fly, service, move, maintain or repair any aircraft or conduct any aviation activities, upon, within or from the air terminal other than in conformity with current rules and regulations promulgated by the Airport Commission and approved and ratified by the Mayor and Council, and with the current rules and regulations established under Federal authority, including all applicable rules established by the Federal Aviation Administration.

7.2 LICENSE REQUIREMENTS

Only aircraft and airmen certificated by the Federal Aviation Administration shall operate on or from this Airport. This restriction shall not apply to aircraft of the Federal Government or to aircraft licensed by Foreign Governments having a reciprocal agreement with the United States covering the operation of the aircraft in the United States.

7.3 CONTROL OF THE AIRFIELD

The Airport Director shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to refuse takeoff permission to aircraft, and to deny the use of the Airport or any portion thereof to any specified class of aircraft or to any individual or group, when he considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Airport Director determines the condition of the Airport or any part thereof to be unsafe for taxiing, landings or takeoffs, he shall issue, or cause to be issued, a Notice to Airmen (NOTAM) closing the Airport or any part thereof.

7.4 DISABLED AIRCRAFT

Any owner, Lessee, operator or other person having the control, or the right of control, of any disabled aircraft on the Airport shall be responsible for the prompt removal and disposal thereof, and any and all parts thereof, subject, however, to any requirements or direction by the National Transportation Safety Board, the Federal Aviation Administration, or the Airport Director that such removal or disposal be delayed pending an investigation of an accident. Any owner, Lessee, operator or other person having control, or the right of control, of any aircraft does, by use of the Airport, agree and consent, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that the Airport Director may take any and all necessary action to effect the prompt removal or disposal of disabled aircraft that obstruct any part of the Airport utilized for aircraft operations; that any costs incurred by or on behalf of the Airport for any such removal or disposal of any aircraft shall be paid to the City; that any claim for compensation against the City, the Airport Commission, and any of their officers, agents or employees, for any and all loss or damage sustained to any such disabled aircraft, or any part thereof, by reason of any such removal or disposal is waived and that the owner, Lessee, operator or other person having control, or the right of control, of said aircraft shall indemnify, hold harmless and defend the City, the Airport Commission, and all of their officers, agents and employees, against any and all liability for injury to or the death of any person, or for any injury to any property arising out of such removal or disposal of said aircraft.

7.5 INSTRUCTOR AND STUDENT RESPONSIBILITIES

Instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is solo, it shall be his sole responsibility to observe and abide by these rules.

7.6 OPERATING UNDER THE INFLUENCE

It shall be unlawful for any person to operate an aircraft on the Airport while under the influence of alcohol or drug as defined in Federal Aviation Regulation (FAR) Part 91.17.

7.7 CARELESS OPERATION

It shall be unlawful to operate an aircraft on the Airport in a careless manner as defined in FAR 91.13.

7.8 LIABILITY

All operators, aircraft owners, pilots and agencies shall use the Airport at their own risk. In case of failure in the operation or maintenance of equipment or facilities used by or for the Boise Airport, the City of Boise and its Airport Director assume no responsibility.

7.9 RESPONSIBILITY

No employee of the Boise Airport is authorized to take responsibility for the care or protection of aircraft and property which is taxiing, parked, or stored on the Airport except as specifically authorized by the Airport Director.

7.10 STARTING OR RUNNING OF AIRCRAFT ENGINES

No aircraft engine shall be started or run unless a qualified, certificated pilot or mechanic is attending the aircraft controls and, only in the locations designated for such purposes by the Airport Director. No aircraft engine shall be started without appropriate fire extinguisher equipment readily available. Aircraft engines shall not be operated in such position that persons, structures or property may be endangered by the path of the aircraft propeller slip-stream or jet blast. Engine maintenance runs are not authorized between the hours of 2200 and 0600 unless required for next day flight. Airport Operations must be notified prior to these runs.

7.11 PARKING OF AIRCRAFT

All aircraft shall be parked on leased premises and as designated by markings or other directional signs or signing and/or as directed by the Airport Director. No holding, stopping or parking of aircraft on the taxiways, deice pads, or ANG arm/disarm pads shall be permitted other than to gain immediate ingress or egress of the aircraft to runways for take off, or from or to adjacent premises, and/or as directed by the FAA tower, or with prior approval of the Airport Director or his/her designated representative. It shall be unlawful for any person to fail to pay the fees required for, and as the condition of parking.

7.12 MOVING PARKED AIRCRAFT

Upon direction of the Airport Director, except as provided for in a lease, the operator of any aircraft parked or stored at the Airport shall move said aircraft from the place where it is parked or stored. If the operator refuses to comply with such directions, the Airport Director may arrange for the tow of said aircraft at the expense of the owner or operator, and without liability for damage or injury which may result in the course of such moving.

7.13 ABANDONMENT/DERELICT AIRCRAFT

No person may abandon an aircraft on the Airport nor allow an aircraft parked on the Airport from becoming derelict or a hazard to other airport users. If the Airport Director is unable to contact the owner of an aircraft that appears to be abandoned or derelict, a notice shall be placed on the aircraft notifying the owner that the aircraft must be moved from the parking ramp. If the aircraft has not been moved within six weeks, the aircraft will be impounded and removed from the parking ramp by the City.

7.14 SECURING UNATTENDED AIRCRAFT

It shall be unlawful for any person to leave an aircraft unattended on any area of the Airport, including leased premises, unless properly secured. Securing of aircraft shall be the sole responsibility of the owner or operator of the aircraft.

7.15 WASHING OF AIRCRAFT

Aircraft shall not be washed on Airport property, except in areas and in the manner approved by the Airport Director. Wastewater from aircraft washing operations shall be disposed only in accordance with all applicable local, state, and federal environmental rules and regulations.

7.16 TAXIING INTO OR OUT OF HANGARS

Aircraft engines shall not be operated in any hangar. No aircraft shall be taxied into or out of a hangar under its own power.

7.17 AIRCRAFT REPAIRS AND PAINTING

Aircraft shall be stored and major repairs which would require a sign off by an A&P mechanic shall be made only on leased sites where specifically permitted. Aircraft repair work may be performed on ramps or aprons only with prior written permission from the Airport Director. No person shall effect repairs to aircraft or engines, except emergency repairs, unless in the spaces designated for this purpose. Major aircraft repairs or spray painting will not be conducted in hangars designated for aircraft storage only. Stripping, preparation and painting of aircraft shall only be accomplished in facilities approved for such operations by all appropriate city, county, state and federal agencies.

7.18 TERMINAL AND CARGO RAMP RESTRICTIONS

No aircraft shall park on the GA ramp, passenger terminal ramp or cargo ramp except on designated parking spots and as assigned by the Airport Director. This rule shall not prohibit those aircraft

requiring Customs inspection from proceeding to the designated Customs isolation area.

7.19 AIRPORT ACCESS

The Airport may grant access to the area inside the Airport boundary fence for various reasons. Granting of access does not give any person or persons the privilege of unrestricted use of the space within the airfield boundary fence. Access privileges are confined to the times and areas required for the purpose access was granted.

7.20 FUELING AND DEFUELING OF AIRCRAFT

All commercial fueling/defueling operations will be performed in accordance with Federal Aviation Regulation 139.321 and FAA Advisory Circular 150/5230-4.

7.21 SELF-FUELING/DEFUELING OF AIRCRAFT

Self-fueling will be conducted only in areas designated by the Airport Director in the Boise Airport Self-fueling Guide.

7.22 FUEL STORAGE

No fuels shall be stored on Airport property unless specifically approved in a written lease, permit or agreement with the Airport and fuel storage tanks shall comply with Section 5.2 Hazardous Materials Storage.

7.23 TAXIING

It shall be unlawful for any person to taxi an aircraft until he is certain, after visual inspection, and after clearance with the tower, that there will be no danger of collision or contact with any person, aircraft or other object. No aircraft shall be taxied or towed on any area, other than areas normally used for operation of aircraft, without the express prior written approval of the Airport Director.

7.24 HELICOPTER OPERATIONS

Except in emergencies, no landing or take off of helicopters shall be made except on designated Airport runways, taxiways, or heliports without express written permission from the Airport Director. Helicopters will not operate within 100 feet of where light aircraft are parked or operating unless such an area is specifically established for rotor craft operations.

7.25 NOISE ABATEMENT PROCEDURES

Runways 10L/R are designated as the preferential runways during calm wind conditions. Departing jet aircraft shall maintain runway heading until passing 5,000 feet M.S.L. before turning north of the extended centerline. Departing non-jet aircraft with a gross weight over 12,500 pounds shall maintain runway heading until passing 4,500 feet M.S.L. before turning north of the extended centerline. All other departing aircraft shall maintain runway heading until passing the end of the runway before turning north.

7.26 TRAFFIC PATTERN MANEUVERING

Unless otherwise directed by ATC, aircraft maneuvering to land on Runways 10L or 28L will fly left hand patterns, and aircraft maneuvering to land on Runways 10R or 28R will fly right hand patterns. Military traffic will fly traffic patterns as described in Letters of Agreement.

7.27 LANDING REPORT

All owners or operators of commercial aircraft, including commercial aircraft used in flight crew instruction, shall on or before the end of the month furnish the Airport Director's Office with a landing report as described in the fees section.

7.28 AIR TRAFFIC CONTROL

ATC may authorize any deviation from these traffic rules and regulations and patterns deemed necessary in the interest of traffic flow and/or safety.

7.29 DELAY OF FLIGHT

The Airport Director may delay or restrict any flight or other operation at the Airport to an aircraft when any of these Rules and Regulations are violated in any manner.

7.30 PILOT RESPONSIBILITY

In all instances, the pilot operating any type aircraft at the Airport is responsible for the safe operation of the aircraft he/she is operating and in no instance will the City, or any of its agencies, or ATC be held responsible for any actions of any aircraft pilot.

7.31 ACCIDENT REPORTS

Operators of aircraft involved in accidents or incidents requiring notification of the FAA, NTSB or insurance company and occurring on the Airport shall notify Airport Police as soon as possible, and make a full written report of the accident/incident to the Airport Director within 24 hours. The report shall include names and addresses of those involved, all details of the accident, and of the aircraft involved. When a written report of an accident/incident is required by the FAA, a copy of such report shall be submitted to the Airport Director at the same time.

RULE 8.0

GROUND VEHICLES

8.1 TRAFFIC RULES

Motor vehicles shall be operated upon the Airport in strict accordance with the rules herein prescribed for the control of such vehicles and the Boise City Code, except in cases of emergency involving the protection of life and/or property. When traffic is controlled by signs or by mechanical or electrical signals, such signs or signals shall be obeyed unless directed otherwise by authorized personnel. Vehicles on Airport Roadways shall be operated in strict compliance with the roadway speed limits prescribed by the Airport Commission as indicated by posted traffic signs.

8.2 TRAFFIC SIGNS, DIRECTIONS AND SIGNALS

The Airport Director is hereby authorized to establish and designate the following in regard to the parking and unloading of motor vehicles at the Boise Airport (Gowen Field): (1) Public Parking Areas, (2) Airport Employee Parking Areas, (3) Loading and Unloading Zones, and the allowable maximum Parking Time Limits applicable thereto. Such areas shall be clearly designated by signs or surface markings. The allowable maximum time limits for parking of motor vehicles shall also be clearly designated by signs in each area or on each meter.

8.3 RESERVED, POSTED OR RESTRICTED PARKING AREAS

Vehicles parked in any parking lot or other authorized parking area reserved for public, private or employee use, shall park in such manner as to comply with all posted and/or painted lines, signs, and rules. When appropriate signs and/or markings have been installed, no person may park or drive a vehicle on any portion of such lots or areas reserved for the exclusive use of any vehicle unless authorized by the Airport Director.

8.4 ILLEGAL PARKING

It shall be unlawful for a person to park a vehicle in any zone clearly designated as a loading/unloading zone. It shall be unlawful for unauthorized persons to park a vehicle in a zone clearly designated for employees only. Persons employed and specifically authorized by the Airport Director may park in the zone for "EMPLOYEES ONLY" provided the vehicle displays an employee parking permit in accordance with the conditions of permit.

8.5 AUTHORIZATION TO MOVE VEHICLES

The Airport Director may remove, or cause to be removed at the owner's expense from any restricted or reserved area, any roadway or right-of-way, or any other area on the Airport any vehicle which is disabled, abandoned, or illegally or improperly parked, or which creates a hinderance to lawful use. The City, Airport Commission, or any of its officers or employees shall not be liable for damage to any vehicle or loss of personal property which might result from the act of removal.

8.6 VEHICLE AND DRIVER REGULATIONS ON THE AOA

No person shall drive a motor vehicle anywhere upon Airport property unless in possession of a valid Motor Vehicle Operator's or Chauffeur's License issued by a State Licensing Agency permitting the driving by such person of a motor vehicle of that type. In addition, each vehicle operator, except current certificated pilots, shall have an Airport issued driver's license, showing completion of an Airport specific driver's training class, approved by the Airport Director or his designated representative in their possession. Each operator shall carry insurance in an amount appropriate for the intended operations, and provide the Airport with proof of insurance.

No motor vehicle shall be driven on the SIDA or Air Operations Area without the express permission of the Airport Director or his designated representative.

The speed of motor vehicles in the Air Operations Area shall be limited to a safe speed for current conditions, and shall not exceed the speed established by the Airport Director for that area, or at such a rate of speed as to endanger any aircraft, vehicle, or person.

All tenant vehicles which operate on the Air Operations Area will be marked with company name or logo on each side of the vehicle, with lettering no less than two (2) inches in height.

A valid Vehicle Security Permit shall be displayed on all non-tenant and all unmarked tenant vehicles operated upon any area of the Airport to which the public does not have an unrestricted right of access. Privately owned vehicles are prohibited from operating in the SIDA, or Air Operations Area, except in designated vehicle parking spots and the designated ingress/egress routes, and only when displaying a current and valid permit for the intended area, and in compliance with such rules and restrictions as may be attached to such permit. Motor vehicles shall not be parked in GA tiedown spots, and may only be driven to the tiedown to load or unload baggage if they meet the permit and insurance requirements.

Motor vehicles shall give the right-of-way to all aircraft.

No vehicle shall enter the Movement Area without coordination and approval from Boise ATC.

No person shall operate a vehicle on the Airport in a careless or negligent manner, or in disregard of the rights and safety of others, and without due caution or circumspection or at a speed or in a manner which endangers or is likely to endanger persons or property, or while the operator thereof is under the influence of intoxicant.

No motor vehicle normally licensed for highway use shall be permitted upon the Airport unless it meets the motor vehicle safety standards for highway use.

Unlicensed motor vehicles shall be maintained in accordance with manufacturer's recommendations for safe operation.

No vehicle shall be operated on the Airport if such vehicle is so constructed, equipped, or loaded as to endanger or to be likely to endanger persons or property.

Violations of AOA driving rules may result in the revocation of airport driving privileges and/or issuance of a citation.

8.7 FUEL TRUCKS

All fuel trucks must be "chocked" to maintain a stationary position at all times when parked and must be inspected at least annually, in accordance with FAR 139. Fire extinguishers in fuel trucks must be inspected annually.

RULE 9.0

AIRPORT SECURITY

- 9.1** All persons using the Airport are subject to the Master Security Plan pursuant to 49 CFR 1542.
- 9.2** Only personnel and vehicles authorized and properly identified with security badges and vehicle security permits in accordance with the Master Security Plan are allowed access into the Air Operations Area or SIDA.
- 9.3** Unidentified or unauthorized personnel in the Air Operations Area or SIDA may be detained and/or removed from and may be denied future entry into the Air Operations Area or SIDA. Unidentified or unauthorized vehicles in the Air Operations Area or SIDA may be removed by the Airport at the expense of the owner.

RULE 10.0

TAXICABS, COURTESY CARS AND OTHER COMMERCIAL VEHICLES

- 10.1** It shall be unlawful for any person to operate a commercial vehicle at the Boise Airport without a valid Boise Airport Commercial Vehicle Permit.
- 10.2** Taxicab companies shall operate their taxicabs in a manner consistent with Boise City Code.
- 10.3** No taxicab shall accept passengers at the Boise Airport unless it shall:
- A. Proceed to the taxicab loading areas.
 - B. Pay the fee for use of the taxicab loading area.
 - C. Be in the proper position in the taxicab loading area according to the rotation of taxicabs based upon the order of arrival, except that passengers may be accepted other than in the proper rotation if by passenger direction or choice.
- 10.4** When the taxicab loading area is full, any taxicab arriving at the Boise Airport must wait in the taxicab loading holding area until a vacancy is created in the taxicab loading area. The order of taxicabs in the holding area will be in the order of arrival.
- 10.5** There shall be no loading except in the taxicab loading zone.
- 10.6** It shall be unlawful for a taxicab driver or company to charge a passenger a fare that is excessive or otherwise in violation of Boise City Code.

10.7 It shall be prohibited for any driver of a commercial vehicle to do any of the following:

- A. Litter in or about the Boise Airport.
- B. Solicit, induce, or encourage passengers to accept transportation by any visual or manual device.
- C. Park a commercial vehicle in any area other than that designated for that type of vehicle.
- D. Loiter in the Boise Airport building, except that a driver may assist a passenger with luggage, or use the restaurant and restroom facilities.
- E. Engage in any conduct or activity upon the Boise Airport grounds which is prohibited by Chapter 1, Title 6, Boise City Code.

10.8 All commercial vehicles must be maintained in a clean and mechanically workable condition. Commercial vehicles with substantial body or interior damage are expressly prohibited from the Boise Airport grounds. Permits may be suspended, revoked or not renewed until such conditions are corrected.

10.9 The driver and company assume all responsibility for the safe and proper carriage and delivery of passengers, their baggage and personal effects, and agree to indemnify and hold Boise City and all employees harmless from and against any and all liabilities, demands, claims, suits, damages, causes of action, fines or judgments, including costs, attorneys and witness fees and expenses incident thereto, for injuries to persons (including death) and for loss, damage, or destruction to property arising out of or in connection with the operations permitted by this Chapter unless caused by the gross negligence or willful misconduct of Boise City or its employees.

10.10 No driver or company shall assign any right granted by any permit issued by the Airport without prior written consent of the Boise Airport.