

## “SPECIAL EVENTS CONDITIONS OF APPROVAL”

### **A. BASIS FOR APPROVAL**

---

1. This approval is based on review of the Special Event Permit Application and related attachments (hereafter collectively referred to as “Application”) received by the Wayne County Airport Authority (“WCAA”) on xxxxx.
2. The scope and terms of authorization for the Event (the “Permit”) shall be defined in the Application, the Conditions of Approval contained herein and any additional provisions or conditions stipulated by WCAA for the Event. Any variation from the approved Permit must be submitted to, and approved in writing by, WCAA prior to implementation.
3. Upon approval of the Application, the Applicant shall be deemed the “Permitee” for all purposes set forth in this Permit. The Permitee shall be responsible for reviewing, understanding and implementing the latest editions of all applicable federal, state and local codes, ordinances, standards and regulations applicable to the Event. Review and/or approval of submitted documents by WCAA and/or its designated representatives do not relieve the Permitee of responsibility to satisfy all such applicable requirements. The Permitee may be responsible to conduct or participate in the creation of a special events emergency plan and attend any associated meetings, table top exercises, etc.
4. The Event shall not commence until all required approvals and permits (including, but not limited to, those necessary to comply with Item 3 above) are obtained and satisfactory evidence of such approvals provided to WCAA.
5. The review of the submitted documents does not relieve the Permitee from conducting the event in accordance with all code and standard requirements. Fire protection and life safety requirements not necessarily noted on the Application, the Conditions of Approval, or noted during inspections are still required to be in full compliance with all codes and standards.
6. The Permitee is responsible for reimbursement to the WCAA for all personnel, equipment, and material costs associated with the Permitee’s activities under the approved Permit. These costs include, but are not limited to, public safety, operations, and maintenance costs.
7. The Permitee may only use premises at Detroit Metropolitan Wayne County Airport (“DTW”) in connection with the Permit on and during the dates and times stated in the Application.
8. Permitee is responsible for all requirements set forth by WCAA during any pre-event meetings.
9. The Permitee will indemnify, defend, and hold harmless WCAA, and its respective Board Members, officers, employees, agents, and representatives, from and against any and all claims, liabilities, losses, demands, causes of action, suits or judgments including, but not limited to, those for death or injury to persons and for loss of or damage to property, arising or alleged to arise, either directly or indirectly, out of or in connection with the Permitee’s use of DTW, or out of or in connection with the acts or omissions of the Permitee, its officers, employees, agents, representatives, contractors, guests or other invitees where such acts or omissions occur at DTW. In no event shall WCAA be liable to the Permitee for consequential, incidental, punitive or exemplary damages under any cause of action or theory of liability arising under or concerning this Permit.
10. DTW operations are primarily focused on serving the transportation needs of the general public and common carriers operating at the airport. Such operations take precedence over the activities authorized by the Permit. Therefore, WCAA reserves the right to terminate this Permit at any time if WCAA, in its sole discretion, determines that the activities conducted hereunder interfere with the public use of the airport.
11. The provisions of this **Section A** shall survive the expiration of this Permit or the completion of the Event to be performed pursuant to this Permit.
12. During the Event, the Permitee shall have a copy of the Permit at all times and produce the same upon request of any WCAA authorized representative.

## **B. GENERAL REQUIREMENTS**

---

1. All Conditions of Approval are established to promote the safe execution of events with minimal disruption to DTW operations. WCAA reserves the right, at its sole discretion, to modify, delete, add or alter these procedures at any time and/or to add requirements as necessary.
2. WCAA reserves the right to revoke this Permit and the Permittee's authorization to conduct the Event at any time and without cause.
3. It is the sole responsibility of the Permittee to supervise all Event related activity before, during, and after the Event to ensure compliance with all Conditions of Approval.
4. All set-up, clean-up and other work at DTW shall be performed by skilled workers using materials of the highest standards. All set-up and workmanship by the Permittee shall be to the satisfaction of WCAA.
5. The Event Site shall not exceed the premises leased, licensed or permitted to the Permittee unless specific approval is noted and approved in the Permit.
6. The Permittee shall provide three (3) days' advanced, written notice to WCAA Maintenance Division to mark electrical lines and conduits prior to the commencement of work. Notification is the responsibility of the Permittee and may be through the Permittee's authorized contractor.
7. All deliveries to or from DTW passenger terminal facilities must be coordinated with the Dockmaster.
8. No signage and/or decorations of any kind, whether temporary or permanent, may be installed, displayed, in or visible from areas accessible to the general and/or traveling public without prior approval of WCAA. A sign plan is to be submitted to the WCAA for approval, showing locations of any signage and the wording of each sign.
9. Any damage and/or restoration to existing grounds, facilities, finishes, and utilities are the responsibility of the Permittee. Repair and/or replacement must be completed within the timeframe, requirements, and satisfaction of WCAA.
10. Any barricades or other form of physical barrier must be approved by WCAA in advance of placement.
11. The Permittee shall be responsible to ensure the Event Site is kept clean and free of debris and for all associated cleaning costs.
12. Parking coordination above and beyond the scope of existing public parking lots is the responsibility of the Permittee. Appropriate parking assistance staffing, signage, and shuttle services, if necessary, shall also be provided by the Permittee and must be approved in writing, in advance, by WCAA Landside Services Division.
13. The Permittee shall have sole and complete responsibility for safety over the Event. The Permittee and any associated contractors shall comply with all federal, OSHA, State of Michigan and/or County of Wayne health and safety requirements or standards, and as set forth in the latest WCAA standards. All parties will conform to these and FAA Guidelines for safety and security.
14. Any additional requests by WCAA management must be complied with in the timeframe requested and to the satisfaction of WCAA.
15. The Permittee shall ensure that a sufficient number of trash receptacles are available throughout the Event premises and make arrangements to ensure that such receptacles are to be routinely emptied and removed from WCAA property. For outdoor events, large trash collection point containers will be covered to prevent wildlife and foreign object debris (FOD) hazards.
16. The Permittee, including its vendors or contractors, shall not take still, motion or sound pictures, videotape or film or produce any motion picture, television program, or commercial advertisement at DTW for

commercial purposes without a separate, authorized Commercial Filming & Photography Permit from WCAA Communications & External Affairs.

### **C. FEDERAL REGULATORY REQUIREMENTS**

---

1. All NAVAIDS located within the event boundaries shall be protected against vandalism and theft by either fencing or closely monitoring those areas. No spectators will be allowed within 100' of any navigational facility.
2. Any damage to FAA cables, access roads, or to FAA facilities during the event will require the Permittee to replace said item to the Tech Ops District Office's requirements, and at the Permittee's expense.

### **D. FIRE MARSHAL REQUIREMENTS**

---

1. No smoking signs shall be posted in all areas of the Event (other than inside DTW passenger terminals, or other public areas).
2. A site plan shall be submitted showing the Event footprint, seating, stage, concession and parking arrangement. The site plan also must include egress detail. The Permittee must comply with Section 403 of the International Fire Code.
3. Overcrowding or admittance of any person beyond the approved capacity per Section 1004 of the International Fire Code of the building or a portion thereof shall not be allowed.
4. No cooking shall be allowed at anytime inside any DTW building or other enclosed facility, unless approved by the WCAA Fire Department. Warming trays shall be allowed as long as there is a fire extinguisher located within 20 feet of the open flame.
5. Exits
  - a. Total available exit width shall meet established requirements for the desired occupant load.
  - b. Exit signs shall be clearly visible at all times. Exit signs shall not be obstructed by decorative materials or other type objects.
  - c. Exits and exit pathways shall not be obstructed.
  - d. Roping or chaining exit doors closed or open is prohibited.
  - e. All means of egress corridors, aisles, pathways, etc., shall remain free of obstruction at all times. Tripping hazards in the path of travel shall be removed.
6. Decorations
  - a. All tents, decorations, fabrics, draperies, etc., shall be either flame retardant from the manufacturer or a flame retardant material will be applied per code requirements.
  - b. Decorations shall not obstruct or hang from any fire protection devices (fire sprinkler system, emergency lights and/or fire alarm).
  - c. Decorations shall not obstruct or hang from any exit signs or means of egress.
  - d. Decorations hung on the wall shall not cover more than twenty percent (20%) of the wall.
  - e. All decorations hung from the ceiling shall be approved by the Fire Marshal's Office.
7. The Permittee shall comply with:
  - a. 2011 National Fire Protection Association (NFPA) 102, Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures
  - b. 2009 International Fire Code
  - c. Federal, state and local regulations, laws and ordinances
  - d. Other referenced NFPA codes and standards as directed by the Authority Having Jurisdiction (AHJ)
  - e. WCAA Standards
  - f. Current ADA Accessibility Guidelines for Buildings and Facilities (ADAAG)

8. Any operation that may be classified as a "Source of Ignition" factor, i.e., burning, cutting, welding, etc., shall require a Site Inspection. If the operation conforms to code and Airport Ordinance requirements, the WCAA Fire Department will issue a Site Survey (Burn Permit). A Site Inspection may be arranged by contacting WCAA Fire directly at (734) 942-3603.
9. Rubbish and trash shall not be allowed to accumulate on the site. The entire premises and area adjoining and around the operation shall be kept in a safe and sanitary condition. A person shall not, at any time, place an encumbrance of any kind before or upon any fire escape, balcony, or ladder intended as a means of escape from fire. All existing means of egress from each part of the building, including stairways, egress doors and any panic hardware installed thereon, aisles, corridors, passageways, and similar elements of the egress, shall at all times be maintained in a safe condition and shall be available for immediate use and free of all obstructions.
10. All fire protection systems, devices, units, and service equipment, which was installed compliant with any law, ordinance, or order, shall be maintained in an operating condition at all times. It shall be unlawful for any owner or occupant to reduce the effectiveness of the protection so required; except this shall not prohibit the owner or occupant from temporarily reducing or discontinuing the protection where necessary to make tests, repairs, alterations, or additions.
11. Fire hydrants may not be used by the Permittee without prior written approval from WCAA.
12. Pursuant to the 2011 NFPA 58 Liquefied Petroleum Gas (LP-Gas) Code, cylinders in storage shall be located to minimize exposure to excessive temperature rises, physical damage, or tampering.
13. Listed and approved LP-Gas commercial food service appliances shall be permitted to be used where in accordance with NFPA 58, LP-Gas Code.
14. Storage outside of buildings for cylinders awaiting use, or part of a cylinder exchange point shall be located as follows:
  - a. At least one and one-half (1.5) meters (5 ft.) from any doorway or opening in a building frequented by the public where occupants have at least two means of egress as defined by the International Fire Code 2009
  - b. At least three (3) meters (10 ft.) from any doorway or opening in a building or sections of a building that has only one means of egress
15. Pursuant to the 2010 NFPA 55 Storage, Use, and Handling of Compressed Gases and Cryogenic Fluids in Portable and Stationary Containers, Cylinders, and Tanks, combustible waste, vegetation, and similar materials shall be kept a minimum of three (3) meters (10 ft.) from compressed gas containers, cylinders, tanks, and systems.
16. Compressed gas containers, cylinders, and tanks in use or in storage shall be secured to prevent them from falling or being knocked over by corralling them and securing them to a cart, framework, or fixed object by use of a restraint.
17. Combustible materials within each booth shall be limited to a one-day supply. Storage of combustible materials behind or inside the booth shall be prohibited.
18. Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal, or other cooking or any other unapproved device shall not be permitted inside the airfield, unless approved by the WCAA Fire Department. Such approved items located outside the airfield must be placed at least 20 ft. from tents, buildings, or other structures.
19. A 20BC fire extinguisher shall be provided within the booth for each cooking device or an approved automatic extinguishing system shall be provided.
20. LP-Gas cylinders shall be isolated from the public by not less than four (4) ft. or by a barrier between the tanks and the public.

21. Single-well cooking equipment using combustible oils or solids shall meet the following criteria:
  - a. They shall have lids available for immediate use.
  - b. They shall be limited to 2 ft. x 2 ft. of cooking surface.
  - c. They shall be placed on noncombustible surface materials.
  - d. They shall be separated from each other by a horizontal distance of not less than 24 in.
22. All deep fat fryers shall be installed with at least a 16 in. space between the fryer and surface flames from adjacent cooking equipment.
23. The travel distance within the exhibit booth or exhibit enclosure to an exit access aisle shall not exceed 50 ft.
24. Exhibit booths shall be constructed of the following:
  - a. Noncombustible or limited-combustible materials
  - b. Wood exceeding one-quarter (¼) in. (6.3 mm) nominal thickness
  - c. Wood that is pressure-treated, fire-retardant wood meeting the requirements of NFPA 703, Standard for Fire Retardant-Treated Wood and Fire-Retardant Coatings for Building Materials
  - d. Flame-retardant materials complying with NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
  - e. Textile wall coverings, such as carpeting and similar products used as wall or ceiling finishes, complying with the provisions of 10.2.2 and 10.2.4
  - f. Plastics limited to those that comply with 12.3.3 and Section 10.2
  - g. Foamed plastics and materials containing foamed plastics having a heat release rate for any single fuel package that does not exceed 100 kW where tested in accordance with UL 1975, Standard for Fire Tests for Foamed Plastics Used for Decorative Purposes
  - h. Cardboard, honeycombed paper, and other combustible materials having a heat release rate for any single fuel package that does not exceed 150 kW where tested in accordance with UL 1975, Standard for Fire Tests for Foamed Plastics Used for Decorative Purposes

## **E. SECURITY REQUIREMENTS**

---

1. All non-badged individuals accessing the Air Operations Area (AOA) shall possess a valid visitor ID badge and remain under escort at all times by an authorized DTW badge holder with approved Escort Authority consistent with the WCAA standard procedures for escorts.
2. Entry and exit to AOA event sites shall be through vehicle checkpoints and limited to badged personnel with airfield driving credentials unless otherwise approved in writing by WCAA.
3. All event vehicles shall display company logo affixed to the drivers' and passengers' door. Logos shall be no less than 12 in. x 12 in. and can be magnetic, printed or pasted on, but must be commercially made.
4. Pre-approved access through security doors and gates can be coordinated by contacting Airport Security at (734) 942-5304. Access to other tenant or airline locations requires the written permission of the applicable leaseholder(s).
5. The Permittee shall not prop open any gates or doors that allow public access to the AOA or any restricted area without providing a security guard through the duration of the opening.
6. Access to the Sterile Area (the area beyond passenger screening) may be granted for airline special events. Gate pass issuance and any escorts, if required, will be provided by the airline.
7. The Permittee must comply with all Airport Security requirements, pursuant to the Airport Security Program and Airport Ordinances.

## F. AIRFIELD OPERATIONS REQUIREMENTS

---

1. Closed ramp, taxi-lane, taxiway and runway areas must be marked with cones, red flashers (if required at night) and barricades spaced a minimum of 20' intervals or less as directed by Airfield Operations and/or WCAA Security.
2. Prior FAA approval in the form of an airspace review will be required for all outside constructions and construction equipment when height of said equipment exceeds that of adjacent structures. An approved FAA Form 7460-1 (Notice of Proposed Construction & Alteration) obtained by the Permittee for cranes or equipment is to be used.
3. Runway and taxiway safety and object free areas are to remain clear to the extent of their use for the event or as determined by WCAA.
4. Any changes, modifications, or damage to the airfield or pavement areas are to be restored to WCAA's satisfaction and/or FAR Part 139 standards, if applicable.
5. All night events requiring outdoor lighting will be shrouded, angled downward, and facing away from the airfield and other aircraft operating areas.
6. The Permittee must submit a detailed site layout identifying aircraft parking locations by aircraft type, aircraft name and aircraft registration number, if applicable, no later than two (2) weeks prior to the Event.

## G. PROOF OF INSURANCE REQUIREMENTS

---

1. The Permittee shall provide the following at its own expense and in its own name, with WCAA and the County of Wayne, Michigan, its employees, directors, officers, appointees and agents, **each** as additional insureds on a primary and non-contributory basis for commercial general and automobile liability coverages, must provide and keep in force during the term of this Permit the following types of insurance in not less than the amounts indicated below. Coverage shall be issued with a financially responsible insurance company or companies licensed to conduct business in the State of Michigan and satisfactory to WCAA:
  - A. Commercial General Liability Insurance, which includes coverage for products, personal and advertising injury; ongoing and any completed operations endorsement covering the obligations assumed by Permittee to indemnify WCAA under the terms of this Permit. Such policy must provide liability insurance on an "occurrence" basis with a limit of not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The Certificate of Insurance or policy endorsement must identify the Special Event, date and location of the Event; and,
  - B. Automobile Liability Insurance in accordance with the laws of the State of Michigan, which includes coverage for residual liability for bodily injury and property damage with a combined single limit of not less than **One Million Dollars (\$1,000,000.00)** for each occurrence; and,
  - C. Workers' Compensation Insurance as required by the State of Michigan or the State in which a particular employee is employed, or participation in any self-insured workers' disability compensation program approved by the State of Michigan, or the State in which a particular employee is employed; and Employer's Liability Insurance with all limits in amounts of not less than **Five Hundred Thousand Dollars (\$500,000.00)**.
2. Each policy required hereunder must provide for at least ten (10) days unconditional advance written notice to WCAA prior to any cancellation of, or material change in, the terms of insurance and/or coverage afforded by the policy. At the time of application, the Permittee must file with WCAA, either a certified copy of each insurance policy required by WCAA in the preceding paragraphs, or a certificate of insurance, as evidence of the Permittee's compliance with this Section; provided, however, that within thirty (30) days following the written request of WCAA, the Permittee will replace any insurance certificate with a certified copy of each insurance policy. In the event the Permittee requests to conduct any activities and film at or in additional

locations at DTW, and is granted written approval from WCAA to do so, the Permittee may be required to include additional entities as additional insureds for commercial general and automobile liability coverages.

3. If any of the required insurance policies are terminated or canceled during the term of this Permit, the Permittee will cease operations until such insurance is reinstated.
4. The Permittee will waive any rights of subrogation for personal injury or property damage against WCAA, its employees and agents arising under this Permit. In the event of any payment by any insurer of the Permittee, such insurer will not be subrogated to any of the Permittee's rights of recovery thereof against WCAA, its employees and agents. The Permittee will not execute, nor deliver any instruments or other documents, nor take any other action to secure any such rights for the Permittee's insurer(s) against WCAA, its employees and agents, as permitted by law.
5. The foregoing notwithstanding, the Contractor agrees as a material provision of this Agreement that if from time to time the Contractor actually maintains limits or insurance coverage amounts greater than those specified above, then the actual limits and coverage amounts so maintained by the Contractor shall be substituted for the limits and amounts above and shall be deemed to be, and shall constitute, for all contractual and other legal purposes, the limits and amounts required by this Agreement.
6. If the Event requires use of the AOA or Secured Areas of DTW, the Permittee must provide at the time of application commercial general liability insurance in the amount of Five Million Dollars (\$5,000,000.00).
7. WCAA may require proof of additional coverages at its discretion upon review of the Application, and Permittee must provide and keep in force during the term of the Permit proof of such coverage prior to approval of the Permit by WCAA.

---

**ADDITIONAL CONDITIONS: TO BE INCLUDED ON A CASE BY CASE BASIS.**

(# # #)