

NETJETS®

FIXED BASE OPERATOR (FBO) STANDARDS AND COMPLIANCE MANUAL



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1. General

- 1.1. Introduction.** NetJets Inc. (“NetJets”), a Berkshire Hathaway company, is the world leader in private aviation with the largest and most diverse private jet fleet in the world. NetJets pioneered the concept of fractional aircraft ownership – offering individuals and businesses all of the benefits of whole aircraft ownership and more, at a fraction of the cost. As the leader in the private aviation, NetJets has always kept safety, security and service at the forefront of our business. While the industry moves towards the development of more complex corporate aircraft, the requirements and expectations to our vendors remain at an exceptionally high level. It is our goal to assist our vendors to meet the changing environment now and in the future. We believe that establishing and maintaining these standards is a critical first step to the on-going partnership.
- 1.2. Distribution.** FBO shall make available copies of this manual to its operations, maintenance, safety, security, and sales departments, as appropriate, as well as to personnel assigned to flights conducted on behalf of NetJets.
- 1.3. Conflicts.** If FBO believes there is a conflict between the terms of this document and the terms of FBO’s Agreement with NetJets, it should bring the potential conflict to NetJets attention. Notwithstanding the foregoing, if a conflict does exist between the terms of this document and the terms of FBO’s agreement with NetJets, the terms of the agreement shall control.
- 1.4. Contact Information.** All necessary contact information for NetJets is contained on Appendix E.
- 1.5. Waiver.** If FBO either i) is unable to meet any of the required standards in this document or ii) suffers an occurrence which causes FBO to no longer meet a previously accomplished requirement, FBO shall notify NetJets immediately. At NetJets sole discretion, NetJets may issue a waiver to FBO for any specific requirement in this document.
- 1.6. Important Information for FBOs.** Critical information for FBO’s to effectively support NetJets Owners, Crews, and Aircraft can be found at <http://suppliers.netjets.com/>. This site contains critical contact information within NetJets, provides a link to Crossroads, and shows NetJets complete fleet information. The password for the links can be obtained by contacting FBO@netjets.com.

2. Definitions and Terminology

2.1. As used in this NetJets Fixed Base Operator (FBO) Standards and Compliance Manual, the following terms shall have the meaning prescribed to them below:

2.1.1. "AOA" shall mean aircraft operations area.

2.1.2. "FAA" shall mean the Federal Aviation Administration.

2.1.3. "FBO" shall generally mean a Fixed Base Operator and shall specifically mean the Fixed Base Operator to which this document has been given and which desires for NetJets to utilize its facilities and services.

2.1.4. "ICAO" shall mean the International Civil Aviation Organization.

2.1.5. "NetJets Aircraft" shall mean any aircraft operated by, or on behalf of, NetJets.

2.1.6. "NetJets Crew" shall mean any pilot, flight attendant, or other necessary crewmember operating a flight for, or on behalf of, NetJets.

2.1.7. "NetJets Passenger" shall mean any passenger of a flight operated by, or on behalf of, NetJets.

2.1.8. "SIDA" shall mean a Secure Identification Display Area.

3. Facility Requirements

3.1. Insurance. FBO shall maintain, at its sole cost and expense, the insurance coverage described below. The coverage will be placed with insurance carriers rated no less than A, VI by Best's Insurance Guide with similar ratings with Standard & Poor and Moody's.

3.1.1. Aviation General Liability insurance. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include hangar keeper's liability, contractual liability coverage for bodily injury and property damage, premises and operations coverage, independent contractor's coverage, products and completed operations coverage. FBO shall also require that all of its subcontractors maintain similar general liability insurance.

3.1.2. Workers Compensation. FBO party shall maintain workers' compensation insurance for all of FBO's Personnel, including coverage under the applicable law of the jurisdiction where the work will be performed. FBO shall also require that all of its subcontractors maintain similar worker's compensation coverage.

3.1.3. Employers Liability. FBO shall maintain employer's liability insurance (in the United States typically Coverage B of a workers' compensation policy). FBO shall also require that all of its subcontractors maintain employer's liability coverage

3.1.4. Automobile Liability insurance. Coverage shall include vehicles used in airport operations, third party liability for bodily injury and property damage and sudden and accidental pollution liability, with respect to vendor's vehicles whether owned, hired, non-owned, or assigned to or used in the performance of requested services.

3.2. Certificate. NetJets Inc., 4111 Bridgeway Avenue, Columbus, OH 43219, (888) 352-3354 opt #1, FAX (614) 239-2945, FBO shall send a Certificate of Insurance to NetJets Risk Management Department at riskmanagement@netjets.com evidencing the aforementioned provisions. Such Certificate must provide for a 30-day notice of cancellation, non-renewal or material change in coverage to NetJets Inc. A Sample Form of Insurance Certificate can be found in Appendix B.

3.2.1. All insurance required herein shall be primary and non-contributory from any other insurance, deductible or retention that may be in effect and include a waiver of subrogation. Vendor will provide to NetJets certificates of insurance evidencing coverage.

3.3. Capabilities. FBO shall ensure that it can provide the following:

3.3.1. Communication.

3.3.1.1. Telephone, internet, and facsimile capabilities to receive crew briefs and flight release packages from NetJets.

3.3.1.2. Wireless internet capability in all NetJets Passengers areas within the facility accessible to NetJets Passengers and NetJets Crew.

3.3.2. Parking and Entrances

3.3.2.1. ADA (Americans with Disability Act) entrance for any NetJets Passenger.

3.3.2.2. Parking for passenger vehicles should be in a secured area with ample lighting.

3.3.3. Transportation

- 3.3.3.1. Upon request, FBO shall coordinate transportation for the NetJets Passengers or NetJets Crew to and from local hotels and airline terminals within ten (10) miles of the FBO location.

3.3.4. Other

- 3.3.4.1. Chain-of-custody process for shipments received on behalf of NetJets or a NetJets Passenger, including but not limited to, date, time, receiver, and who picked up the package. If any package is not picked up within twenty-four (24) hours, NetJets must be notified.
- 3.3.4.2. Any package, letter or box delivered by a third party (FEDEX, UPS, etc.) for a NetJets Crew, NetJets Aircraft, or NetJets Passenger shall be claimed at the appropriate location in the FBO and not delivered to the aircraft

3.4. Personnel.

- 3.4.1. Appearance. All FBO personnel shall dress in appropriate, clean, neat, and professionally maintained attire appropriate for the job function(s).
- 3.4.2. Conduct. All FBO personnel shall conduct themselves in a professional manner.
- 3.4.3. Interaction with NetJets Owners and NetJets Passengers. Many NetJets Passengers are celebrities, dignitaries, or highly recognizable individuals. Most of these individuals value their privacy. FBO personnel are expected to interact with NetJets Passengers only as necessary to provide excellent service or as requested by the NetJets Passengers.
- 3.4.4. Training. FBO shall adequately train each employee as appropriate for their position. For line employees, FBO shall utilize an approved line training program. These programs enhance safety and service by emphasizing the knowledge and skills required of aviation line personnel and assure their competence through objective testing and include: NATA Safety 1st Professional Line Service Training, Air BP, AvFuel and Phillips 66 Line Training Programs. FBO shall maintain proof of all training and testing procedures for each employee. For line employees, FBO shall maintain all training and testing records to include: towing, marshaling, fueling, customer service and other miscellaneous procedures as necessary. NetJets reserves the right to disallow specific personnel from servicing a NetJets Aircraft or a NetJets Owner and/or Passengers.
- 3.4.5. Drug Policy. FBO shall have established documented policies that require all personnel to be free from alcohol and illegal drugs use. These policies will include the following requirements:
 - 3.4.5.1. A prohibition from performing any safety-sensitive or Passenger-facing function while under the influence of alcohol, drugs, prescription medication, or over-the-counter medication that can adversely affect the individual's ability to perform his or her duties.

- 3.5. **Appearance**. The interior and exterior of the FBO shall be kept impeccably clean at all times. Any lighting must be replaced as soon as reasonably possible after its useful life has expired.

3.6. Safety and Access

- 3.6.1. Safety. FBO shall ensure that the facility areas utilized by NetJets Passengers and NetJets Crew are free of recognized hazards. Examples of hazards include:

- 3.6.1.1. Trip hazards such as electrical cords across a walk area, loose carpet or broken tile.
 - 3.6.1.2. Striking hazards caused by over-hanging equipment, unprotected aircraft static wicks in the hangar, etc.
 - 3.6.1.3. Door hazards such as “Dutch Doors” and moving hangar doors when individuals are not clear of the tracks.
 - 3.6.1.4. Electrical and chemical hazards such as unprotected outlets, worn cords, unprotected heat sources, and spilled hazardous materials are a few examples.
 - 3.6.1.5. Breathing or swallowing fumes from hazardous materials as a result of mislabeling or no label on a secondary container.
- 3.6.2. Surveillance. FBO shall ensure that employees are able to maintain visual surveillance of all aircraft operation areas belonging to the FBO, i.e. ramp areas, hangars, lobby entrances, and parking lots. If visual surveillance of these areas is not possible, FBO shall maintain adequate surveillance by use of video monitoring equipment.
- 3.6.3. Controlled Access. FBO shall ensure that all controlled access points to aircraft operation areas are continuously secured and/or monitored.
- 3.6.4. Signage. FBO shall maintain proper signage, to include but not limited to, restricted areas, flammable materials, exits, emergency equipment, etc.
- 3.6.5. Fencing. FBO shall maintain a minimum of six (6) feet between safety fence and parked ground equipment. All fencing must be in good condition exempt from unsecured openings. Bushes and shrubs must be less than four (4) feet high.

3.7. Management and Administration

- 3.7.1. Management has documented clearly defined lines of authority.
- 3.7.2. Policies, procedures, and safety goals that enhance the FBO's operations and standards have been established, documented and implemented.

3.8. Internal Evaluation Program (IEP)

- 3.8.1. FBO shall have a documented and controlled internal evaluation program in place. The IEP must be capable of identifying in-house deficiencies and measuring the FBO's compliance with their stated policies, procedures and standards, and an established process for corrective actions.
- 3.8.2. FBO shall have an individual identified, in writing, responsible for the IEP including that person's authority and responsibility.

4. Service Requirements

4.1. General

- 4.1.1. All service requests shall be completed within forty-five (45) minutes. A service request entails any services requested for an aircraft including but not limited to lavatory, water, fuel, oxygen, and ground power.
- 4.1.2. FBO shall have adequate staffing to turn any NetJets Aircraft within a standard service request within forty-five (45) minutes.
- 4.1.3. FBO shall be responsible for loading and unloading all NetJets Passenger's baggage and ensuring nothing is loaded improperly or left behind, unless the NetJets Crew directs otherwise.
- 4.1.4. If the FBO loads or unloads NetJets Passenger baggage and any items are not loaded or unloaded as required, FBO shall be responsible to ensure that the item will be returned to NetJets Passengers as expeditiously as possible at the cost of FBO.
- 4.1.5. FBO shall have available, at no additional cost, coffee, ice, potable water, and standard newspapers (include but not limited to, Wall Street Journal, USA Today, New York Times, and other local paper), unless contractual agreements specify otherwise.

4.2. Aircraft Movement

- 4.2.1. NetJets Crew are instructed that if i) at any time during taxi the aircraft is guided into a position within twenty-five (25) feet of a ground object or fence, or ii) either pilot questions that the aircraft will remain clear, the aircraft shall be stopped immediately, and the NetJets Crew is to instruct the appropriate ground personnel to tow the aircraft to a suitable parking and/or maneuvering position.
- 4.2.2. Line personnel must be proficient in the use of ICAO/FAA International Aircraft Marshaling Signals. (See Appendix C) Marshalers must use brightly colored wands during daylight hours and illuminated wands at night or during low visibility times.
- 4.2.3. FBO shall use a minimum of two (2) wing-walkers for all ramp towing procedures and a minimum of two (2) wing-walkers and one (1) tail guide for all hangar movements. The NetJets Crew will be able to assist in wing walking if duty times allow.
- 4.2.4. The FBO Towing team must complete an area risk assessment before moving aircraft – all sides of aircraft perimeter visually inspected for hazards and a visual inspection of the aircraft shall be completed before any towing operation. Towing operation must STOP if tow operator loses sight of either wing walkers or has any doubt as to having adequate space or clearance of the aircraft.
- 4.2.5. FBO shall use proper, certified factory tow bars and tow vehicles designed for aircraft towing. Under no circumstance will FBO tow a NetJets Aircraft with a pickup truck, tractor, golf cart, or other vehicle not designed for aircraft towing. A safety check of the towing equipment such as brake checks, correct tow bar and appropriately rated tugs must be performed before any aircraft movement. All NetJets Aircraft shall be towed at a safe walking speed.
- 4.2.6. Line personnel involved in the movement of a NetJets Aircraft shall be equipped with audible communication equipment (i.e., whistles, radios).

- 4.2.7. Tow bars must be removed from the aircraft immediately upon completion of the towing operation and chocking of the aircraft. **Never leave a tow bar connected to a NetJets Aircraft.**

4.3. Aircraft Parking

- 4.3.1. Immediately after the aircraft engines are shut down, chocks must be placed fore and aft of the nose tire, and the left main landing gear.
- 4.3.2. If an aircraft is left unattended or parked for an extended period of time appropriately sized chocks must be installed fore and aft of the nose tire, and both main landing gear. Rubber chocks are preferred.
- 4.3.3. NetJets Aircraft shall be positioned to avoid any wing overlap hazards. **Never overlap any part of an aircraft with any part of another aircraft.**
- 4.3.4. The placement of brightly colored safety pylons (cones) shall be at each wing tip, nose and tail of all parked NetJets Aircraft immediately after engine shutdown. Line personnel shall ensure that no part of the aircraft is "hanging over" an active roadway, taxiway, or security fence.
- 4.3.5. NetJets Aircraft shall be parked in a well-lit, highly visible area so that the presence of unauthorized personnel can be observed.
- 4.3.6. Long-term parking of NetJets Aircraft shall be in a well-lit area and be monitored at all times.
- 4.3.7. Potential jet exhaust blast hazards shall be planned for during positioning of any NetJets Aircraft.

4.4. Deicing/Anti-icing

- 4.4.1. A member of the NetJets Crew must always be present to direct deice/anti-ice procedures and activities on NetJets Aircraft.
- 4.4.2. **Only appropriately trained individuals are authorized to perform deicing on NetJets Aircraft.**
- 4.4.3. If the de/anti-icing provider does not have own procedures, or the personnel are unfamiliar with the type of aircraft, brief them on the following:
1. Start application at the left wingtip and continue clockwise around the aircraft. Spray the wings from the wingtips toward the root, from the leading edge toward the trailing edge.
 2. Do not spray fluid directly into ram air inlets, engine inlets or exhausts, engine pylons, pitot tubes, static ports, sensors, angle of attack vanes, or directly on vortex generators. Use a cloth soaked in the fluid mixture to remove snow or ice from areas that cannot be directly sprayed with fluid.
 3. Do not spray fluid directly onto windows or windshields. If necessary, spray fluid above them and allow the fluid to flow down, or use a windshield-approved cloth to wipe the surface.
 4. Do not spray fluid onto wheel and brake assemblies.

4.4.4. In the absence of de-icing equipment, NetJets Aircraft should be towed into a hangar for de-icing purposes.

4.5. Notifications

4.5.1. FBO personnel shall notify the NetJets Crew when any NetJets Passengers check-in for departure.

4.5.2. FBO personnel shall notify NetJets Fuel and Airport Services team immediately of any critical information changes, include but not limited to, de-ice capability, hours change, fuel outages/supply issues, etc.

4.5.3. FBO shall notify NetJets Line Maintenance Control Center (LMCC) if a NetJets Aircraft is on the ramp without NetJets Crew present and there is a threat of potentially dangerous or harmful weather, to inquire whether the aircraft should be placed in a hangar.

5. Third Party Service Requirements

5.1. General. FBO shall have the capability to coordinate third party services including but not limited to those shown below. Any third party services coordinated by the FBO must be in accordance with the below requirements.

5.2. Catering

5.2.1. NetJets places catering orders directly with local caterers in most locations. NetJets catering is ordered by order number and the caterer is instructed to clearly mark the catering with the order number. Tail numbers are not to be used because of the many changes made to the aircraft assignments. Catering that arrives without an order number, the incorrect order number, or different food and/or beverage items, shall be immediately reported to the NetJets Logistics Support team.

5.2.2. To avoid complaints of incorrect catering orders the FBO should verify the food container descriptions and quantity match the catering receipt.

5.2.3. The catering refrigerator shall be in a convenient area but not accessible to the general public. The FBO shall ensure that harmful chemicals, hazardous waste containers, cleaning and maintenance supplies are not stored in the same location as the catering refrigerator. The catering refrigerator and ice machine shall be well maintained, regularly cleaned and separated from employee food. The refrigerator shall be kept sanitary, have its filter replaced according to the manufacturer's recommended schedule, and contain an interior temperature gauge to monitor food safety.

5.3. Vehicles For Hire

5.3.1. At locations that allow vehicle access to the ramp, the FBO must have written AOA driving guidelines available for distribution to drivers of for hire vehicles. If the FBO does not have driving guidelines, NetJets will supply them to the FBO upon request.

5.3.2. FBO shall ensure that all drivers of for-hire transportation alert the FBO i) that they have arrived, ii) who they are, and iii) what flight they are meeting. FBO shall require the driver to present a Photo ID and/or other documentation indicating they are the accurate driver for hire.

5.3.3. Drivers must obtain permission from the FBO before entering the ramp/AOA and be supervised by the FBO while driving onto the ramp/AOA.

5.3.4. FBO shall ensure that vehicles are not driven within fifty (50) feet of any NetJets Aircraft until the aircraft engines are shut down and the aircraft wheels are chocked. Vehicles should not approach the aircraft until motioned forward by a line service agent.

5.3.5. FBO shall ensure that all vehicles approach any NetJets Aircraft at an angle in case of brake failure on the vehicle. Vehicles must not drive closer than within fifteen (15) feet of the wings, tail, or fuselage of the NetJets Aircraft.

5.3.6. FBO shall ensure that when any vehicle is moving on the ramp/AOA, the vehicle must have headlights on. When the vehicle is waiting outside the ramp/AOA, only parking lights should be illuminated ensuring no visual distraction to taxiing aircraft.

5.3.7. FBO shall ensure that while parked at the NetJets Aircraft, the vehicle engine must be turned off, automatic transmission in park, and parking brake applied whenever operator is not in the driver's seat or when passengers are entering or exiting the vehicle.

5.3.8.A member of the NetJets Crew must be available to escort passengers from vehicle.

5.3.9.FBO line personnel should inform driver of vehicle's departure route.

5.4. Aircraft Cleaning. Aircraft cleaning services are used at various locations and may involve a third party vendor. The FBO or vendor should contact the NetJets Appearance Standards Department (ASD) via email with any inquiries relating to aircraft cleaning.

5.4.1.Only NetJets approved aircraft cleaning suppliers are authorized to perform cleaning on NetJets Aircraft at the request of NetJets' ASD or LMCC departments.

5.4.2.FBO shall have available an operable hand vacuum with a rotating brush as NetJets Crew may request a hand vacuum from time to time.

5.4.3.FBO shall use "Sani-Pak" Lavatory Liquid or powder when servicing a NetJets Aircraft lavatory. Sani-Pak toilet chemical is recognized as the benchmark in toilet deodorants. Sani-Pak features a non-staining, deep blue color, a pleasant fragrance, and a unique additives package to reduce build up in toilets. Sani-Pak comes in single-use biodegradable premeasured packets (SP-77000 series) or super concentrated liquid (SP-97000 series). This product can be purchased through Aviall Services, Inc., <http://www.aviall.com>.

5.4.4. Regulated Garbage - The following items are considered regulated garbage:

- All waste material derived from foreign origin fruits, vegetables, dairy products, and meats
- Food wrappers and packaging materials
- Food waste
- Unconsumed or partially consumed passenger and crew meals available during the flight
- Any catering that originates in the U.S., taken abroad, and brought back into the U.S.

Exception: Unconsumed food from Canada is not considered regulated garbage and can remain on board the aircraft for return flight to Canada or a flight to another U.S. destination.

5.4.4.1. Regulated garbage is subject to special disposal requirements.

- Verify with the governing authority the requirements for removal of regulated garbage from the aircraft.
- Either the crew or trained line service personnel is required to dispose garbage in regulated garbage container, or with an authorized disposal agent. Use double bags, or bags of 4 mil thickness.
- Garbage that does not contain, or is not contaminated with, food waste is considered trash and is not regulated (e.g., newspapers, magazines, empty non-dairy beverage containers.)

5.4.5.De-catering – De-catering is the process of removing all regulated garbage from the aircraft at the initial port of entry.

- Either the crew or trained line service personnel may remove regulated garbage from the aircraft and place it at the bottom of the entry stairs, or in a regulated garbage container. Use double bags or 4 mil thickness sealed bags.
- Any subsequent handling, transportation, or disposal must be conducted by trained personnel in accordance with a Compliance Agreement between the handling firm and Customs/Border Patrol.
- If not specifically asked by line service personnel, advise them there is regulated garbage on board that requires removal.

NOTE

Do not continue flight or reposition the aircraft to another location on the airport until removal is completed. Complete the removal of regulated garbage in timely manner at the airport location where Customs/Border Patrol processing is conducted.

6. Fuel Services

6.1. **General.** Fuel services that are provided shall be provided to NetJets in accordance with the following requirements.

6.2. Fueling Procedure

6.2.1. Fueling and de-fueling will be supervised by a member of the NetJets Crew, not to include a flight attendant.

6.2.2. Fuel servicing shall be discontinued when lightning is occurring within five (5) miles of the airport.

6.2.3. NetJets Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than twenty-five (25) feet (approximately eight (8) meters) from any terminal building, hangar, service building, or enclosed passenger concourse other than a loading walkway.

6.2.4. NetJets Aircraft being fueled shall not be positioned so that the vent or tank openings are not within fifty (50) feet (approximately fifteen (15) meters) of any combustion and ventilation air intake to any boiler, heater, or incinerator room.

6.2.5. Fuel tank vehicles shall not be operated unless they are in proper repair, have no leaks, and are free of accumulated grease, oil, and other combustibles.

6.3. Fuel Pricing and Billing

6.3.1. FBO shall not ask the NetJets Crew about any negotiated NetJets pricing terms. If there is a pricing discrepancy the FBO should contact NetJets Fuel and Airport Services team or the NetJets Fuel Finance team.

6.4. Jet Fuel Containing FAME Notification

6.4.1. FBO vendors and fuel suppliers are responsible for immediately notifying the NetJets LMCC and the NetJets Fuel and Airport Services team about any FAME contamination issues as soon as they become aware of the situation. All aircraft fueling shall be suspended immediately until the FBO/fuel vendor confirms a clean fuel supply. This confirmation will be verified by use on one of the testing methods listed in SAIB NE-09-25R1.

*The FAA issued a Special Airworthiness Information Bulletin (SAIB NE-09-25), as amended, which highlighted the potential for trace contamination of jet fuel with fatty acid methyl ester (FAME), the renewable component in **biodiesel**. The American Society for Testing and Materials (ASTM) limits FAME to less than five (5) parts per million (ppm) (5mg/kg) in jet fuel.*

7. Safety and Security Requirements

7.1. Identification

- 7.1.1.FBO shall issue unique photo identification badges for those employees who are authorized access to any AOA.
- 7.1.2.NetJets Crew must check in with the FBO customer service counter upon arrival and present their NetJets issued company identification badge. Current employment status of any NetJets Crew can be verified by calling the NetJets Security Services team. NetJets understands that in some locations flight crews may also be asked to present their pilot licenses.
- 7.1.3.When necessary, the NetJets Crew will notify the FBO of the impending passenger arrival. Caution must be used when relaying information concerning the identity of our Owners. NetJets Crew has been instructed to use other information regarding the flight such as departure time, destination or number of passengers when notifying the FBO personnel.
- 7.1.4.NetJets Crew, FBO personnel, or both, will escort passengers to the aircraft. Unescorted access to a NetJets Aircraft is strictly prohibited.

7.2. Employees

- 7.2.1.FBO shall conduct an employment background check for all employees. This background check must include the employee's driving record. In accordance with 49 Code of Federal Regulations (CFR) 1542.205, fingerprint based criminal history record checks (CHRC) are required for any individual having unescorted access to a SIDA.
- 7.2.2.FBO shall have a pre-employment drug-screening program for all employees that interact with NetJets Aircraft, NetJets Crew, and NetJets Passengers.
- 7.2.3.NetJets is a federal contractor with affirmative action obligations. These obligations may apply by law to our subcontractors as well, such as the FBO and its subcontractors. Therefore, the requirements of 41 CFR Section 60-1.4(a) (7), -250.4, and -741.4, where applicable, are incorporated into this standards document.
- 7.2.4.NetJets promotes a professional work environment. Should an FBO employee not be treated with the utmost professional respect by NetJets Crew or NetJets Passenger, the FBO should report the incident to the NetJets Fuel and Airport Services Procurement team immediately. Should any FBO employee be subject to behavior from NetJets Crew or NetJets Passenger that causes the FBO employee to feel threatened, harassed, or discriminated against, the FBO shall immediately report the incident to the NetJets Ethics Office.

7.3. Homeland Security Advisor

- 7.3.1.FBO shall notify NetJets whenever there is an abnormal threat level issued by the local authorities for their airport or facility.

7.4. Aircraft

- 7.4.1.FBO shall ensure sightseers and visitors not be allowed on board or near a NetJets Aircraft.

7.5. Private Vehicles Movement on the Ramp/AOA

- 7.5.1. At locations that allow private vehicles access to the ramp/AOA, the FBO shall have an established escort procedure for all private vehicles on the ramp/AOA.
- 7.5.2. If an escort procedure is not available, the FBO shall brief each driver of the ramp/AOA driving guidelines.
- 7.5.3. Unescorted vehicles or un-briefed drivers traveling on the ramp to or near NetJets Aircraft are strictly prohibited.

7.6. Security

- 7.6.1. If FBO is required to have a security program mandated by the State regulatory authority, that program must be approved and current.
- 7.6.2. FBO shall provide documented evidence that personnel required to perform duties under any State required security program have received the required training specified by that program.
- 7.6.3. FBO shall provide to all employees its general security policies and procedures in addition to any State mandated security program.
- 7.6.4. FBO shall provide general security training to all employees as a part of the company's initial onboarding process and on an annual recurrent basis. Evidence of this training must be documented.
- 7.6.5. FBO shall have a process in place for clearing all passengers and employees with access to aircraft against the most recently issued federal, state and local watch lists, if applicable.
- 7.6.6. FBO shall have a policy that restricts access to aircraft and the ramp to only those persons with operational or maintenance functions or as specifically approved by FBO.

8. Incident Response

- 8.1.** FBO shall immediately contact the NetJets Security Services team if there is an accident or incident involving a NetJets Passenger, NetJets Crew, other personnel, or NetJets Aircraft. Please provide all relevant accident or incident details as set forth on Appendix A Incident Response Form.
- 8.2.** If approached by members of the media for details or comments regarding any NetJets related incident or accident, please refer the requestor to the NetJets Media Hotline. FBO must not divulge any details of an accident or an incident to the media without prior approval by the NetJets Communication team. FBO must coordinate with NetJets before issuing any public statements concerning an incident if a NetJets Aircraft, NetJets Crew or NetJets Passenger is involved. Further, FBO must restrict all FBO personnel from making statements to anyone concerning any incident or accident without the express permission of FBO's management.
- 8.3.** If requested by NetJets, FBO shall submit pictures of the damage to the NetJets Line Maintenance Control Center (LMCC) and the NetJets Fuel and Airport Services team. FBO shall treat photos of any damage as confidential and proprietary information of NetJets Inc. Under no circumstances should photographs be passed to the media or anyone else outside of NetJets.

8.4. Emergency Response Plan (ERP)

- 8.4.1.** FBO shall have a documented and controlled ERP appropriate to its scope of business, considering such factors as regulatory requirements, equipment types, typical passenger loads, areas of operation, etc.

9. Compliance Requirements

9.1. General Compliance Requirements

9.1.1. FBOs shall operate in compliance with all applicable Government and Aviation regulations.

9.1.2. FBOs located on an airport which is under the jurisdiction of 49 CFR 1542, shall comply with the associated security regulations.

9.1.3. FBO shall comply with all applicable portions of the Air Carrier Access Act (14 C.F.R. 382) and Hazmat Regulations (49 C.F.R. 175) and shall conduct ongoing compliance training for its employees as appropriate.

9.2. Fuel Compliance Requirements

9.2.1. FBO shall maintain compliance with the National Fire Protection Agency (NFPA) 407, Standard for Aircraft Fuel Servicing (or IATA equivalent) as referenced by the FAA's Advisory Circular AC 150/5230-4B, on the storage, handling, and dispensing of aviation fuel on airports.

9.2.2. FBO shall maintain compliance with the Air Transport Association (ATA) Specification 103, Standards for Jet Fuel Quality Control at airports. The FBO shall maintain the necessary documentation to support compliance. These documents must be made available when requested.

9.2.3. FBO shall maintain compliance with the NATA Refueling and Quality Control Procedures for Airport Service and Support Operations.

9.3. Health and Safety Compliance Requirements

9.3.1. FBO must comply with any applicable Federal, State, and local Environmental Health & Safety regulations. For international locations, FBO or Handler is expected to operate within International Air Transport Association (IATA) regulatory guidelines for that specific country, provided that these regulatory guidelines are equal to or greater than, U.S. and NetJets standards.

9.4. NetJets' Vendor Code of Business and Ethics Conduct. As a Berkshire Hathaway company, NetJets adheres to the highest standards of business ethics and conduct, and as such, we require that all of our vendors meet those same high standards. The following guidance on vendor ethics and conduct is incorporated into this document to delineate our expectations of our vendors in their general business dealings and their dealings as a supplier to NetJets; however, this guidance is not all encompassing and NetJets expects our vendors to use sound, publicly accepted business conduct and ethics. Any questions regarding this Code of Business Ethics and Conduct should be directed to the NetJets Ethics Office.

9.4.1. Conflicts of Interest. FBO is expected to avoid any circumstances that would create a conflict of business interests. Examples of some situations, which give rise to a conflict of interest or the potential for such conflicts, are listed below, but are not all-inclusive:

9.4.1.1. An FBO employing or contracting with a NetJets employee, or a NetJets employee family member, wherein that business relationship might provide an unfair business opportunity for FBO with NetJets.

9.4.1.2. Knowingly permitting a NetJets employee, or a NetJets employee's family member, to have ownership or other financial interest in the FBO.

9.4.2. Gifts. FBO is prohibited from giving or receiving gifts, directly or indirectly, to or from any NetJets employee. A gift, as defined here, is anything of value given or received as a result of a business relationship, for which the recipient does not pay fair market value. Examples include, but are not limited to, merchandise, tickets to sporting or cultural events, meals and refreshments, tips and gratuities, gift certificates, and rebates or discounts not available to the public. Offerings of customary and occasional social amenities such as lunches, dinners, entertainment (including sports events, concerts, etc.) and gifts of moderate value connected with legitimate business activities or the fostering of those relationships are permissible. What is “customary” or “moderate” and “occasional” should be judged in the context of the parties, their relationship and the circumstances. FBO must never offer bribes, kickbacks, incentives, or other similar types of unusual payments to NetJets or any NetJets employee. If FBO is ever solicited for a gift from any NetJets employee, you must report that incident immediately to the NetJets Ethics Office.

9.4.3. Confidential and Proprietary Information. Occasionally, FBO and their employees may obtain information about NetJets or its customers that is non-public, confidential or proprietary in nature. For the purposes of this Section 9.8.3, NetJets, its owners, and its passengers shall be collectively referred to as “Customer(s).” Accordingly, the following shall be strictly adhered to when providing flight support services to Customers.

9.4.3.1. Except as expressly provided below, FBO agrees that all information, whether in oral, written, electronic, or any other form, to which FBO or its employees overhear, are given access to, or is otherwise made available by Customer, is defined as “Confidential Information”. Confidential Information includes, without limitation, all technology, know-how, processes, trade secrets, contracts, proprietary information, historical and projected financial information, portfolio information, operating data and organizational cost structures, strategic or management plans, customer information and customer lists, whether received before or after the date service is provided to Customers. Confidential Information will also include information of or relating to any parent, subsidiary or affiliate of Customer and include, without limitation, the following:

9.4.3.1.1. Any Customer communications; or

9.4.3.1.2. Any act or omission by or on the part of the Customer; or

9.4.3.1.3. Any travel schedules, financial information, and any other information in any form of or concerning the Customer and their business, professional, and personal affairs, which the Customer has not made generally available to the public, including, without limitation, all technology, know-how, processes, trade secrets, contracts, proprietary information, historical and projected financial information, portfolio information, operating data and organizational cost structures, strategic or management plans, customer information, customer lists and passenger lists; or

9.4.3.1.4. Any Customer material or information contained in or concerning any agreement entered by the Customer; or

9.4.3.1.5. Any other information relating directly or indirectly to the Customer which is the type ordinarily or customarily treated as confidential in the applicable industry.

9.4.3.2. Except as expressly provided, FBO and its employees agree to hold all Confidential Information in confidence, FBO and its employees will not disclose any Confidential Information to any third party, and FBO and its employees will not use any such Confidential Information for purposes other than in connection with the delivery of charter services. FBO agrees that such prohibitions include any action or inaction that would directly or indirectly result in the disclosure of any Confidential Information, including, without limitation, the following:

- 9.4.3.2.1. Provide, directly or indirectly, orally or in writing, any information concerning the Customer and/or any combination of the foregoing to any reporter, writer, investigator, or the like for any purpose whatsoever; or
 - 9.4.3.2.2. Write, prepare, assist in the preparation of, grant any interview for, or contribute to any book, program or article in any other form of report or communication intended for publication concerning the Customer; or
 - 9.4.3.2.3. Confirm or deny any rumor, claim, allegation, assertion, speculation, statement, event, act, occurrence, or other matter or information of any kind regarding or involving the Customer, whether or not true or false, public or private and whether or not the same constitutes Confidential Information; or
 - 9.4.3.2.4. Disclose or distribute to any person or entity any photographs or other likenesses or audio and audiovisual recordings (including film, audio tape, videotape, or digital recordings, and all prints and copies thereof) of any of any customer; any materials written or created by or for the Customer, including, without limitation, any projects, pitches, treatments, ideas, research or background material, and sources concerning any projects to be developed by any Customer; or documents, agreements, correspondence, phone numbers, daily logs or calendars, computer software and storage media, computer-stored information, and other materials relating to the business, professional, or personal affairs of any Customer (whether prepared by you as the vendor or otherwise coming into your possession).
- 9.4.3.3. FBO agrees to make its directors, officers, employees, agents, and representatives (collectively, "FBO Representatives") aware of the confidential and valuable nature of the Confidential Information and of your, and each of the FBO Representatives', obligations in accordance with the provisions of this document and FBO's agreement with NetJets.
- 9.4.3.4. In the event that FBO becomes legally compelled or requested to disclose any of the Confidential Information, you must provide the Customer with immediate written notice of such legal process, unless such notice is prohibited by statute, rule or court order, so that the Customer may seek an appropriate protective order. In the absence of a protective order relating to such disclosure, you may disclose the Confidential Information and will reasonably cooperate with any efforts by the Customer to obtain assurances that confidential treatment will be accorded the Confidential Information, and that such disclosure will be as limited as is reasonably responsive to the request. In making any disclosure under such legal process, you agree to use all reasonable efforts to preserve the confidential nature of such information.
- 9.4.4. Accuracy of Books and Records. All NetJets vendors are required to comply with Generally Accepted Accounting Principles and Financial Accounting Standards Board Regulations. Intentionally making false or misleading entries in any company required books or records, including financial reports, sales reports, NAA records, and other similar documents is prohibited. Vendors are required to accurately record and report, as required, information including, but limited to the following: Invoices; Records, Employee training, federal required financial reporting data, and the Sarbanes-Oxley Act (SOX) compliance statements/reports.
- 9.4.5. Procuring Goods and Services. NetJets makes procurement decisions using consistent and unbiased standards. Vendors are selected based on merits such as safety, customer service, price and quality, as well as reputation. In addition, NetJets expects consultants, suppliers, vendors, and others to conduct their business in compliance with all applicable laws and regulations and in accordance with the highest ethical business standards.

9.4.6. Anti-trust and Competition Laws. FBO is required to comply with the laws of the countries in which they operate and with the regulatory requirements affecting their business. This includes compliance with antitrust/competition, trade, securities, copyright, employment, health and safety, environmental, and other business regulations, as well as with laws governing criminal offenses.

9.4.7. Foreign Corrupt Practices and Anti-Bribery Laws. The United States' Foreign Corrupt Practices Act, as well as the laws for many other countries, prohibits the making of bribes and other illegal payments or gifts to foreign governmental officials. In accordance with these laws, FBO is prohibited from directly or indirectly authorizing, offering, promising or giving anything of value to a foreign governmental official as a means of influencing or inducing the official to obtain or retain business.

9.4.8. Unfair Trade Practices. FBO shall comply with applicable federal and state laws in the United States and the laws of other jurisdictions that prohibit unfair or deceptive business acts and practices, as well as unfair competition.

10. FBO Oversight

10.1. Compliance Audits. To maintain vendor status, FBO may be subject to a review based on the standards set in the document herein and other applicable regulatory requirements as directed by NetJets. Refusal to comply with the review process or not meeting the standards may result in a reduction of services procured from FBO or a restriction of all use of FBO, as determined by the severity of the issues identified.

11. Appendices and Forms

Appendix A – Incident Report Form.

Appendix B – Sample Form of Insurance Certificate.

Appendix C – Standard Aircraft Marshalling Signals.

Appendix D – NetJets Contact Information.

A. Incident Report Form

Immediately upon notification of either i) an accident or incident involving a NetJets Aircraft or ii) any non-aviation related incident causing personal injury and involving the NetJets Crew, NetJets Passenger, or any employee of NetJets, FBO shall contact the NetJets Security Services team. FBO shall refer all media and public Inquires to the NetJets Media Hotline. In cases of any incident where there are no personal injuries, FBO shall notify the NetJets Line Maintenance Control Center (LMCC) immediately. Additionally, FBO notify the Fuel and Airport Services team within 24 hours of the incident.

The following contact information should be used when reporting an incident or accident to NetJets.

NetJets Contact	Phone	e-mail
Security Services	(614) 239-5412 (800) 765-9423	AviationSecurity@netjets.com
Line Maintenance Control Center (LMCC)	(800) 352-1948 opt 1	MCC_Supervisors@netjets.com
Fuel and Airport Service	(888) 352-3354 opt 1	fbo@netjets.com
Media Hotline	(614) 849-7757	

Please be prepared to provide as much of the following information as possible. **DO NOT DELAY** the initial notification in an attempt to complete all blanks on the form. Call in the incident or accident as soon as possible and call back as more information becomes available.

Date of Occurrence		Time of Occurrence			
Type of Aircraft		Aircraft Registration			
Departure Airport		Scheduled Arrival Airport			
Accident Location (nearest Town or Airport)					
Description of Accident / Incident					
		Status			
		Total Number	Unhurt	Injured	Fatality
Passengers					
Crewmembers					
Description of Injuries to Third Parties					
Description of Damage to Other Property					

DO NOT disclose any information about the passengers, their company affiliation, purpose of the flight, etc. other than as absolutely required by law or regulation or as necessary to facilitate emergency medical personnel.

DO NOT make any statements to the press, media nor any non NetJets person regarding the operation of the aircraft, passengers or passenger affiliations, or for whom the flight is being performed. NOTE: There is no such thing as a confidential or “off the record” statement.

B. Sample Form of Insurance Certificate

NAME OF INSURER Certificate of Insurance

This is to certify to NetJets Inc., its parent, subsidiary and affiliated companies, including respective directors, officers, employees, agents, charter customers and guests (NetJets Inc., et al.)

whose address is 4111 Bridgeway Ave, Columbus, OH 43219

Policyholder *NAME OF FBO*

whose address is *ADDRESS OF FBO*

is at this date insured with NAME OF INSURER, for the Limits of Coverage stated below, at the following locations:

FBO Address

Descriptive Schedule of Coverages

Kind of Insurance	Policy Number(s)	Expiration Dates	Limits of Coverage	
			Each Person	Each Occurrence
AIRCRAFT LIABILITY				
Combined Liability Coverage for bodily injury and property damage	ABC1234	00/00/00		\$*,000,000
Subject to a sub-limit for bodily injury and property damage except to passengers arising out of the War Risk Limited Write-Back Provisions				\$*0,000,000 Each Occurrence & Annual Aggregate
AIRPORT LIABILITY				
Combined Liability Coverage for bodily injury and property damage (Including War Risk Coverage)	ABC1234	00/00/00		\$*0,000,000 Each Occurrence & Annual Aggregate
Products Liability				\$*0,00,000
Hangar keepers Liability	Deductible \$ *	Each Aircraft \$*,000,000		Each Occurrence \$*,000,000
WOKERS' COMP. – Employers Liability				
	ABC1234	00/00/00		Each Occurrence \$1,000,000.00

With respect to services provided to NetJets Inc., et al, coverages are extended to include:

1. NetJets Inc., its parent, subsidiary and affiliated companies, including their respective directors, officers, employees, agents, charter customers and guest (NetJets Inc., et al.) are included as Additional Insureds.
2. Coverage includes a Waiver of Subrogation in favor of NetJets Inc., its parent, subsidiary and affiliated companies, including their respective directors, officers, employees, agents, charter customers and guests (NetJets Inc., et al.)

This Certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract of other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

In the event of cancellation of the policy(ies), the issuing insurer will give the party to whom this Certificate is issued thirty (30) days advance notice of such cancellation.

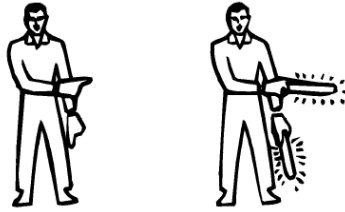
By: _____

Date: _____

C. Standard Aircraft Marshalling Signals

The marshaller will stand forward of the aircraft and remain in full view of the pilot.

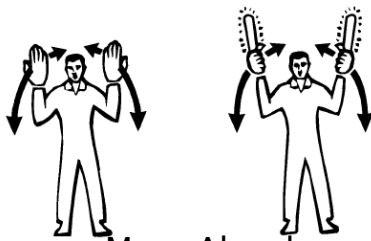
During night operations, the marshaller will use a pair of same color light wands.



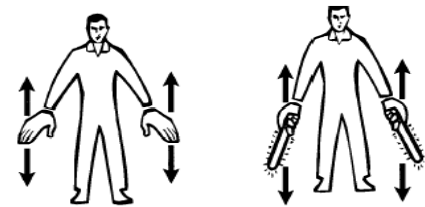
Proceed to next Marshaler



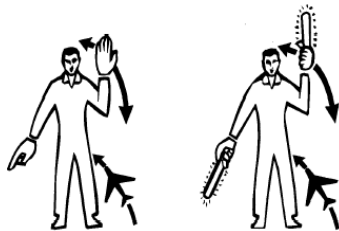
This Marshaler



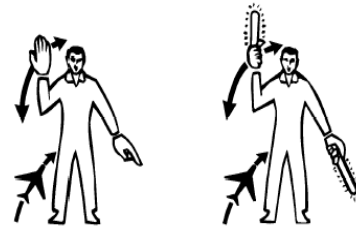
Move Ahead



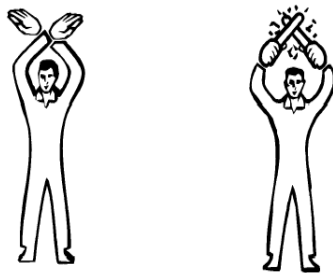
Slow Down



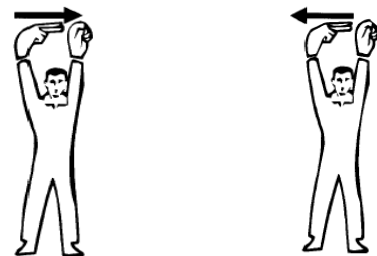
Turn to the Left



Turn to the Right

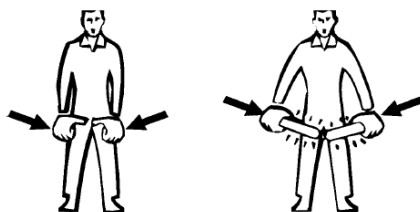


Stop

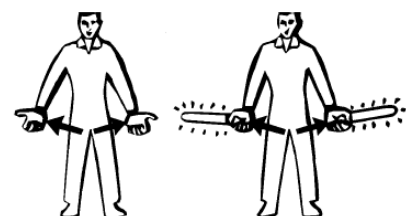


APU Connected

APU Disconnected



Chocks Inserted



Chocks Removed

D. NetJets Contact Information

Fuel and Airport Services
Email:
FBO@netjets.com
Phone: (614) 849-7896

Logistics Support
Email:
LogisticsManagement@netjets.com
Phone: (614)239-2087

Appearance Standards
Email:
appearancestandards@netjets.com
Phone: (800)352-1948 opt 3

Line Maintenance Control Center
Email:
MCC_Supervisors@netjets.com
Phone: (800) 352-1948 opt 1

Fuel Finance
Email:
fuelfinancegroup@netjets.com
Phone: (614)239-3636

Crew Support
Email:
Tacticalsupervisors@netjets.com
Phone: (614)239-3912

Internal Audit
Email:
FBOaudit@netjets.com
Phone: (614) 849-7569

Security Services
Email:
AviationSecurity@netjets.com
Phone:
(614) 239 -5412
(800) 765 -9423

Media Hotline
Phone:
(614) 849-7757

Ethics Office
Phone:
(800) 261-8651