



**WINNIPEG**  
**AIRPORTS AUTHORITY**

# WINNIPEG AIRPORTS AUTHORITY INC.

## TARIFF OF AVIATION FEES

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Effective September 1, 2020

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## PAYMENT TERMS AND CONDITIONS OF USE

The Winnipeg James Armstrong Richardson International Airport (the "Airport") is operated by Winnipeg Airports Authority Inc. ("WAA"). WAA has duly imposed the fees described below for the use of the services and facilities of the Airport described in the Tariff.

Unless otherwise advised in writing by WAA or as otherwise specified in the Tariff, all fees described in the Tariff related to the Airport will be invoiced weekly or monthly, in arrears.

Fees described in the Tariff do not include Canadian Goods and Services Tax which must be paid by the Customer in addition to any fee payable hereunder.

In consideration of the use of the Airport Resources at the Airport, with respect to which this Tariff applies, Customers:

- (a) become liable to pay WAA the applicable fees as described in the Tariff; and
- (b) agree to accept, be bound by and comply with the Terms and Conditions for use of Facilities, Equipment, Systems, Information and Services as set out below.

The fees described in WAA's Tariff of Aviation Fees in effect immediately prior to this Tariff will remain in effect until the respective fees come into effect pursuant to this Tariff.

## TARIFF – WINNIPEG JAMES ARMSTRONG RICHARDSON INTERNATIONAL AIRPORT

### PASSENGER PROCESSING FEES

For each use of the Air Terminal Building on conclusion of a flight based on maximum seating capacity of aircraft, charged per such landed seats:

Domestic fee per seat	<b>\$ 7.27</b>
Trans-border fee per seat	<b>\$16.50</b>
International fee per seat	<b>\$12.50</b>

### PASSENGER AIRCRAFT RELATED FEES

#### LANDING FEES

Landing fees are charged **\$11.05** per 1,000 kg or fraction thereof of the Maximum Design Takeoff Weight<sup>1</sup> (“MTOW”) of the aircraft, subject to a minimum fee of **\$55.00**.

<sup>1</sup> As defined under Terms and Conditions

#### EMERGENCY LANDING FEES

No landing fee is payable if an aircraft is required to return to the Airport and land due to a mechanical or medical emergency.

#### STATE AIRCRAFT FEES

State Aircraft are exempt from the fees outlined in the Tariff. Aircraft leased or chartered by the state from a commercial carrier are not exempt from the Tariff.

#### TRAINING AIRCRAFT FEES

Upon the landing of an aircraft on a flight conducted exclusively for the purpose of improving the skill and knowledge of the aircrew personnel of an air carrier licensed pursuant to Part II of the National Transportation Act, 1987, **and provided that arrangements are approved in advance by WAA**, the landing charge for each such landing of the aircraft is 20% of the applicable charge, subject always to the minimum landing fee described above.

#### LOADING BRIDGE FEES

For each 3-hour period or portion thereof that the bridge is connected, the fee is **\$119.00**.

## GROUND LOADING FEES

A ground loading fee of **\$79.00** will be applied for all aircraft with 50 or more seats and **\$33.00** for all aircraft with less than 50 seats.

## APRON USAGE FEES

Aircraft stopping or parking on aprons will be assessed an apron usage fee for any aircraft parked more than 6 hours. Daily parking fees are determined as follows

CODE OF AIRCRAFT	DAILY PARKING FEE
A - B	<b>\$44.00</b>
C - F	<b>\$66.50</b>

## SEWAGE DUMP CHARGES

Aircraft sewage dump charges (per use) **\$50.00**

## CARGO AIRCRAFT RELATED FEES

Cargo aircraft will pay a landing fee of **\$16.00** per 1,000 kg or fraction thereof of the Maximum Design Takeoff Weight ("MTOW") of the aircraft subject to a minimum fee of **\$60.00**. This rate includes landing fees, cargo stand fees, and parking.

## PASSENGER FEES

### AIRPORT IMPROVEMENT FEE ("AIF")

An AIF in the amount of **\$38.00** is charged to each originating departing enplaned passenger and is payable by all air carriers operating a commercial air carrier passenger service at the Airport which is available, directly or indirectly, to the public.

Subject to the limitations and exceptions described in sections (a) to (c) below, the AIF will apply to all originating departing enplaned passengers at the Airport using the Air Terminal Building ("DEPAX passenger(s)").

- a) For the purposes of this Tariff, the term "ticket(s)" shall include any documentation issued by an air carrier, or their agent, with a passenger name record that provides a right of carriage to the named individual for either charter or scheduled air travel on an air carriers' aircraft departing from the Airport. b) The obligation of the air carrier to collect and remit an AIF pursuant to this Tariff will not apply to:
  - i. a passenger continuing a journey less than 4 hours after arrival at the Airport for domestic Canada and transborder itineraries;
  - ii. a passenger continuing a journey less than 24 hours after arrival at the Airport for international itineraries (a passenger will be

- considered to be “continuing” a journey even though multiple air carriers may participate in the itinerary on air carrier ticket(s));
- iii. an air carrier employee travelling on business;
  - iv. infants under 2 years of age for whom no ticket was purchased (even though a no cost ticket may have been issued in the name of the infant);
  - v. a passenger who is a personal attendant to and who is accompanying a passenger with disabilities for travel within Canada as defined in Part V of the *Canadian Transportation Act* (Canada) or any other applicable legislation; when Federal or provincial legislation requires the air carrier to carry a passenger for travel which may include, but not be limited to, peace officers, air marshals or any other person as identified by such legislation;
  - vi. any flights operated for a charitable cause or purpose where passengers have not paid any compensation for the right of carriage; and
  - vii. any flights operated by air carriers for the purposes of providing medical or emergency services.
- c) Regardless of which air carrier sells a ticket to a DEPAX passenger or whose designator code is on the passenger’s ticket, the air carrier on whom the DEPAX passenger actually travels shall be the party responsible for the remittance of the AIF for that DEPAX passenger.

### AIRPORT INFRASTRUCTURE FEE

An Airport Infrastructure Fee in the amount of **\$13.00** per aircraft seat is payable by all aircraft operators for all passenger aircraft operations using facilities other than the Air Terminal Building. This includes scheduled service as well as entity charters.

However, where an Airport Infrastructure Fee Agreement is in effect with WAA, the Airport Infrastructure Fee will be based on **\$11.00** per originating departing enplaned passenger according to the terms and conditions of such agreement. For information on entering into an Airport Infrastructure Fee Agreement, please contact WAA.

### USE OF PASSENGER FEES

The Passenger Fees, including Airport Improvement Fees and Airport Infrastructure Fees, remitted to WAA will be used to:

- pay Airport Infrastructure Expenditures related to Passenger Fee Funded Projects only;
- pay the associated Debt for those Passenger Fee Funded Projects;
- pay the Service Fee to Signatory Air Carriers; and

- cover any bad debts associated with any failure of a Signatory Air Carrier.

## OTHER FEES

### CENTRAL DE-ICING FACILITY

The central de-icing facility is operated by Inland Technologies Canada Inc. (“Inland”). A portion of the operating costs are recovered through a fixed fee per landing of \$11.97, which is invoiced by WAA and subsequently remitted to Inland. The remaining operating costs are recovered directly from users of the central de-icing facility by Inland based on usage and related supplies.

### FUEL FEES

Unless otherwise agreed with WAA, fuel surcharges collected by the fuel suppliers are as follows:

- \$0.1075 per litre on AvGas;
- \$0.0275 per litre on engine crankcase lubricating oil; and
- \$0.0055 per litre on Jet Fuel.



## TERMS AND CONDITIONS FOR USE OF FACILITIES, EQUIPMENT, SYSTEMS, INFORMATION AND SERVICES

These terms and conditions shall govern the use by Customers of Airport Resources of WAA at the Airport.

### DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, the terms hereinafter defined will have the meanings set out below:

**“Airport Resource”** means any System, Facility, Equipment, Information or Service;

**“Airport”** means the Winnipeg James Armstrong Richardson International Airport;

**“Air Terminal Building”** means the passenger air terminal building and associated facilities located at 1970 Wellington Avenue in Winnipeg Manitoba.

**“WAA”** means Winnipeg Airports Authority Inc. and includes its wholly owned subsidiaries and its successors and assigns. In any section of the Terms and Conditions that contains a release, hold harmless, indemnity or other exculpatory language in favour of WAA, the term “WAA” also means and includes any directors, officers, employees, agents or contractors of WAA and any other Person for whom WAA may be responsible in law and any Person who has a right of contribution as against WAA;

**“Customer”** means any Person that uses any Airport Resource to which the Tariff applies and includes a Customer-Related Entity;

**“Customer in Default”** means a Customer described in section 2 or 9 below;

**“Customer-Related Entities”** means the Customer’s Affiliates, and the Customer’s and any Affiliate’s agents, employees, consultants or contractors and any other Person for whom the Customer may be responsible in law;

**“Debt”** means debt associated with any Passenger Fee Funded Project including but not limited to the cost of issuance of associated debt, debt service costs, debt retirement, debt service reserve obligations, debt coverage requirements, and capitalized interest on debt related to any Passenger Fee Funded Project;

**“Domestic”** means all flights that both originate and depart within Canada.

**“Entity Charter”** means the operation of an aircraft according to the conditions of a charter contract under which the cost of transportation of passengers is paid by one person, corporation or entity without any contribution, direct or indirect, from any other person and no charge or other financial obligation is imposed on a passenger as a condition of carriage or otherwise in connection with the transportation;

**“Equipment”** means any equipment, component, hardware, machinery, tool, apparatus, device, material, matter or object provided by or available from WAA, directly or indirectly, at the Airport;

**“Facility”** means any facility provided by or available from WAA, directly or indirectly, at the Airport and includes any building, structure, land, apron, runway, taxiway, sidewalk, road, driveway, parking lot, storage container, storage tank, passenger loading bridge, elevator, escalator or moving walkway located at the Airport;

**“Fees”** or **“fees”** means the fees payable for use of any Airport Resource as set out in this Tariff, any interest payable on overdue fees and any other amounts payable by the Customer pursuant to this Tariff;

**“Information”** means any information or data, in tangible or intangible form, provided by or available from WAA, directly or indirectly;

**“International”** means flights from which disembarking passengers or aircrew are required to report pursuant to the Customs Act (Canada).

**“MTOW”** means the Maximum Designated Takeoff Weight of an aircraft either, in WAA’s sole discretion, as published by the manufacturer or as stated in the aircraft specific certificate of airworthiness as officially registered;

**“Passenger Fee Funded Project”** means airport infrastructure improvements that are funded either in whole or in part with proceeds of Airport Improvement Fees or Airport Infrastructure Fees;

**“Person”** or **“person”** means any individual, company, corporation, partnership firm, trust, government, authority or entity, however designated or constituted;

**“Prime Rate”** means the rate of interest expressed as an annual rate established from time to time by WAA’s bank as the interest rate charged by it on demand loans made in Canada in Canadian currency to its most creditworthy customers and referred to by WAA’s bank as its prime rate. The certificate of an officer of WAA’s bank as to the prime rate for any specified day shall be, in the absence of manifest error, conclusive evidence thereof. The prime rate for a given month will be the prime rate as determined above in existence on the last business day of the previous month;

**“Service”** means any service provided by or available from WAA, directly or indirectly, at the Airport;

**“Service Fee”** means each Signatory Air Carrier shall be paid a service fee equal to four percent (4%) of the amount of the Airport Improvement Fee, excluding any Taxes, that is to be remitted by the Signatory Air Carrier;

**“Signatory Air Carrier”** means the air carrier or air carriers, as may be applicable, that are party to the Airport Improvement Fee Agreement, as amended from time to time;

**“State Aircraft”** means an aircraft, other than a commercial aircraft, owned and operated by the government of any country or the government of a colony, dependency, province, state, territory or municipality of a country;

**“System”** means any system provided by or available from WAA, directly or indirectly, at the Airport, including any mechanical system, electrical system, circuit, telecommunications system, communications system, scheduling system, flight information display system, baggage system, baggage inspection system, baggage reconciliation system, snow removal system, communications band or radio frequency, security system, traffic control system, parking system or information technology system, including any computer system, computer program and any associated module, database or interface;

**“Tariff”** means the document entitled “Tariff of Aviation Fees” published by WAA (which includes these Terms and Conditions) as may be amended or supplemented from time to time by WAA; and

**“Terms and Conditions”** means that part of the Tariff headed “Terms and Conditions for Use of Facilities, Equipment, Systems, Information and Services” as may be amended from time to time.

**“Transborder”** means flights to and from the continental United States, Hawaii and Alaska.

## **PAYMENT TERMS**

1. (a) Unless otherwise provided in the Tariff, Customers will have 15 days from invoice date to pay to WAA all invoiced fees. Interest will be charged on any fees not paid by the due date at the Prime Rate, plus 3% from the respective due date for payment of fees. Interest will be calculated on a per diem basis on the basis of a year of 365 days calculated and compounded monthly retroactive from the date any such amount is due and payable until paid. Goods and Services Tax will be added to fees.

Electronic payment transfers are the preferred method of payment. Remittance information is included on the invoices.

Cheques are also accepted and shall be made payable to: **Winnipeg Airports Authority Inc.**

Mailing Address: Winnipeg Airports Authority Inc.  
249-2000 Wellington Avenue  
Winnipeg, MB R3H 1C2

- (b) No endorsement or statement on any cheque or payment instrument or use of any letter or statement accompanying or referring to any cheque or payment of any fees shall be binding on WAA nor deemed to be an acknowledgement of full payment or an acceptance, accord and satisfaction by WAA of such endorsement, statement or letter.

WAA may accept and cash any such cheque or payment instrument and, at the option of WAA, apply such payment on account of the earliest stipulated fees without prejudice to WAA's right, having so applied such payment, to recover the balance of fees or pursue any other right or remedy provided in the Tariff or at law.

- (c) All references in the Tariff to money amounts are to Canadian currency.

In the event any fees are not paid in full when due or the Customer is in default of any of the Terms and Conditions, the Customer will be deemed to be a "Customer in Default" and WAA may give notice to such Customer that all fees payable by such Customer, whether or not then due, are due and payable forthwith and interest will accrue from such date at the rate and upon the terms set out in section 1 above. Further, payment for the use of any Airport Resource to which the Tariff applies after such notice will be due and payable in advance of each such use.

2. WAA reserves the right to deny the use of or access to any Airport Resource or suspend or otherwise restrict the exercise of any privileges including access to the Airport by any Customer in Default until payment of all outstanding fees is made in full or credit arrangements satisfactory to WAA are in place or, in the event of a non-monetary default, the default is cured or the Customer has commenced and is diligently proceeding to cure the default, to the reasonable satisfaction of WAA.
3. As security for the payment of monies due hereunder, the Customer will provide security to WAA in such form and in such amount as may be required by WAA from time to time. Such form of security may include a cash deposit or an irrevocable letter of credit in a form, and issued by, a financial institution acceptable to WAA, or any combination thereof. The Customer hereby grants to WAA a security interest in and to any such security deposit and agrees that the possession of any security by WAA shall protect WAA's interest in the security.
4. If a Customer defaults in timely payment of any monies due hereunder, WAA may, without limitation, realize on the security referred to herein and may exercise all rights and powers of seizure of aircraft or other assets of the Customer and take any other legal remedies available to it to realize payment of any monies due hereunder. The Customer shall pay all expenses, costs and charges including legal fees (on a solicitor and client basis) incurred by WAA to collect or enforce payment of any monies due hereunder. The foregoing shall also include all expenses, costs and charges related, directly or indirectly, to any aircraft seizure including, without limitation, those related to storing, maintaining, insuring and securing seized aircraft and any charges by any Person engaged by WAA to affect a seizure.

5. WAA reserves the right to amend the Tariff, at any time and from time to time, in any manner it deems appropriate including: increasing or decreasing any fees; adding thereto or deleting therefrom categories of fees or otherwise. WAA shall provide not less than 60 days advance notice of any changes to the Tariff.

#### AIRCRAFT LANDING FEES, PASSENGER PROCESSING FEES, AND APRON USAGE FEES

6. Aircraft Landing Fees, Passenger Processing Fees, and Apron Usage Fees (collectively referred to in this section as “Aircraft Configuration Fees”) payable pursuant to the Tariff, will be based on the MTOW and seat configuration as published on the applicable aircraft manufacturer’s website or in documents issued by such manufacturer. WAA may, in its sole discretion, use aircraft specific configuration information provided by a Customer in which case WAA reserves the right to require supporting documentation and to conduct an independent verification of the information supplied.
7. The Customer shall notify WAA of the aircraft specific configuration information including the MTOW set out in the Customer’s aircraft certificate of air worthiness, seat configuration and aircraft type, for all aircraft owned or operated by the Customer at the Airport.

Where Aircraft Configuration Fees invoiced by WAA are based on information supplied by a Customer, WAA may make adjustments to invoiced fees where WAA determines that such information is not correct and, where appropriate, provide credits to the Customer. No credit to the Customer will be considered in respect of incorrect information supplied by the Customer unless WAA is notified by the Customer, within three (3) months of the date such information was supplied, that information previously provided by the Customer is incorrect.

#### STATISTICS

8. The Customer covenants that it will, without expense to WAA, make and keep detailed, true and accurate records of all the Customer’s aircraft, passenger and cargo activities at the Airport, with separate records for each Non-Signatory Air Carrier processed by the Customer at the Airport. These will be reported to WAA within five (5) days after the end of the month.

#### BANKRUPTCY AND INSOLVENCY/LIENS

9. The Customer shall be deemed to be a “Customer in Default” if the Customer becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or makes an assignment or has a receiving order made against it under the *Bankruptcy and Insolvency Act* of Canada (as amended or replaced from time to time) or if the Customer takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors or if a receiver or interim receiver and manager, custodian or liquidator is appointed for the business or property of the Customer or any material assets of the Customer are seized under any writ of execution or security instrument and such seizure is not vacated within 30 days of such seizure.

10. The Customer covenants that it shall not permit any construction or builder's liens to be, or to remain, registered against the title to the Airport by reason of work, labour, services or material supplied or performed in relation to the operations of the Customer and Customer-Related Entities at the Airport. The Customer shall cause any such liens to be discharged or vacated, as the case may be, within 60 days of receiving notice that any such liens have been registered. The foregoing shall not prevent the Customer or the Customer-Related Entities from contesting any liability to a third party for any claim for lien or the validity of any lien so discharged or vacated.

#### **INSURANCE, RISK, LIMITATION OF LIABILITY AND INDEMNITY**

11. The Customer and its Customer-Related Entities shall maintain adequate liability insurance at all times, which meets or exceeds the industry standard for the type of operations carried on by the Customer and any Customer-Related Entity at the Airport. The Customer shall provide proof of such insurance to WAA upon request.
12. The use of the Airport including any Airport Resource by the Customer or any Customer-Related Entity is entirely at the risk of the Customer or the Customer-Related Entity, as the case may be. WAA shall not be liable, directly or indirectly, to the Customer or any Customer-Related Entity for any injury, loss, expense, claim, damage (including, any direct, consequential, special, punitive, indirect or incidental damage), loss of income or profit, other loss or cost, including attorney's fees and costs, of any nature arising from anything done or omitted to be done by WAA, whether by accident, negligence, willful misconduct or otherwise, in relation to or arising from any use, operation, condition or provision of any Airport Resource or any of WAA's activities or operations relating to the Airport or any actions taken to collect fees, all even if WAA is advised of the possibility of such injury, loss, expense, claim, damage or other loss or cost, and all whether or not such injury, loss, expense, claim, damage or other loss or cost arises in contract or tort, under statute, in equity, at law or otherwise.

Without limiting any of the foregoing, under no circumstances will WAA be liable for any of the following: the accuracy, availability or reliability of any Airport Resource or any part thereof, or any unauthorized access or damage to, alteration, theft, destruction or loss of any of a Customer's or its Customer-Related Entities' property, including records, data, content, transmission facilities or equipment.

WAA DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND ASSURANCES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, IN RELATION TO THE AIRPORT OR ANY AIRPORT RESOURCE, INCLUDING, ANY REPRESENTATION, WARRANTY, GUARANTEE, OR ASSURANCE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WAA DISCLAIMS ANY REPRESENTATION, WARRANTY, GUARANTEE OR ASSURANCE THAT THE FUNCTIONS PERFORMED BY ANY MECHANICAL, AUTOMATED OR COMPUTER-RELATED AIRPORT RESOURCE WILL BE UNINTERRUPTED OR ERROR FREE, OR AVAILABLE OR SUFFICIENT FOR ANY PARTICULAR PURPOSE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT ANY

SUCH AIRPORT RESOURCE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. In relation to any matter arising from the Customer's or any Customer-Related Entity's use or occupation of the Airport or use of or access to any Airport Resource, the Customer expressly agrees to defend, indemnify and hold harmless WAA from and against any and all losses, liabilities, demands, claims, suits, actions, judicial or administrative proceedings, damages, penalties, fines, costs and expenses (collectively referred to in this section as "Liabilities"), including attorney's fees and costs, whatsoever advanced by any Person against WAA for any injury or damage of any nature whatsoever or which WAA may suffer or incur including those which are or are alleged to be caused by, result from, arise from or contributed to by reason of any of the following:
- (a) any act or omission of the Customer or any Customer-Related Entities at or in relation to the Airport;
  - (b) any breach of the Terms and Conditions by the Customer or any Customer-Related Entities; or
  - (c) any matter in respect of which WAA's liability is limited pursuant to section 14 hereof.

WAA reserves the right, subject to indemnification by the Customer, to assume the exclusive defence and control of any matter initially subject to the defence, indemnification and hold harmless obligations of the Customer hereunder and the Customer shall not in any event settle any matter without the prior written consent of WAA.

#### ENVIRONMENTAL MATTERS

14. (a) Without limiting the generality of any other provisions contained herein, the Customer shall comply with, and shall ensure that any Customer-Related Entity complies with, all applicable laws, statutes, by-laws, ordinances, rules and regulations from time to time in force relating to environmental matters, the manufacture, use, storage, disposal and transportation of any hazardous or toxic substance and the protection of the environment generally, (collectively referred to in this section as, the "Environmental Laws").

The Customer shall immediately give written notice to WAA of the occurrence of any act or omission of the Customer or any Customer-Related Entities in or on the Airport constituting a breach of or an offence under any Environmental Laws including any breach which results in an adverse environmental condition at, on or under the Airport. If the Customer or a Customer-Related Entity causes or contributes to the happening of any such event, the Customer shall, at its own expense:

- (i) immediately give WAA notice to that effect and thereafter give WAA from time to time written notice of the extent and nature of the Customer's compliance with the following provisions of this section 16(a);
  - (ii) promptly perform any work or take any action which will result in conformity and compliance with all Environmental Laws including those laws governing such adverse environmental condition; and
  - (iii) promptly cease any activity which constitutes a breach of the Environmental Laws including any activity which causes or permits any substance to be released, spilled, leaked or to flow onto or into the Airport or any adjacent land, air or water or results in any substance being released into the environment and which constitutes a breach of Environmental Laws.
- (b) The Customer shall, at its own cost and expense, remedy any adverse environmental condition on the Airport or adjacent land, air or water caused by the occurrence of an event of the nature described in section 16(a) above or caused by the performance or lack of performance of any of the Customer's obligations under this section 16, failing which, WAA may perform such remedial work at the expense of the Customer and such expense shall be deemed to be additional fees payable by the Customer under the Tariff.
- (c) To the extent that it is commercially reasonable so to do, the Customer shall at all times maintain pollution liability insurance in an amount and form and with loss payable satisfactory to WAA and shall submit proof thereof to WAA upon request of WAA.

#### AVAILABILITY AND USE OF AIRPORT RESOURCES

15. (a) The Customer shall comply with and shall cause any Customer-Related Entity to comply with all rules, regulations, policies and procedures of WAA as issued or published by WAA from time to time and all applicable laws, statutes, by-laws, ordinances, rules and regulations from time to time in force relating to the Airport or the activities of the Customer and any Customer-Related Entities at the Airport including the use of any Airport Resources.
- (b) Unless otherwise agreed to in writing by WAA, the Customer will not enplane or deplane any passengers on any commercial flight which is available directly or indirectly to the public at any location at the Winnipeg James Armstrong Richardson International Airport other than the main passenger terminal building on Wellington Avenue.
16. All right, title and interest to the Airport Resources is reserved to WAA notwithstanding any use of or access to them provided by WAA.



17. The Customer shall ensure that all of its activities and all of its Customer-Related Entities activities at the Airport are conducted in a safe and professional manner.
18. The Customer shall comply with, and shall ensure that all Customer-Related Entities comply with, the Terms and Conditions. The Customer accepts responsibility for the acts or omissions of any Customer-Related Entities as if they were the Customer's own acts or omissions. The Customer agrees that any act or omission of any Customer-Related Entity which constitutes a violation of the Terms and Conditions shall constitute a breach of the Terms and Conditions as if carried out by the Customer.
19. (a) The Airport is subject to WAA's overall control, management and operation and WAA has the unfettered right to operate the Airport in such manner as it may, in its sole discretion, determine. Accordingly, WAA reserves the unfettered right from time to time to adopt, promulgate, issue, reissue, amend, cancel, impose and enforce any rules, regulations, policies, procedures, restrictions, fees, charges, incentives or disincentives designed to control or restrict activities of airport users including the movement, use, parking, storage, repair or operations of aircraft at the Airport by any Person, including the Customer, any Customer-Related Entity and any other user of the Airport.  
  
(b) If as a result of the exercise by WAA of any of its rights set out above:
  - (i) the Airport or any part thereof are diminished, expanded or altered in any manner whatsoever; or
  - (ii) the use and enjoyment of the Airport by the Customer or any Customer-Related Entity or any business carried on therein is affected in any manner whatsoever;WAA is not subject to any liability.
20. Notwithstanding anything to the contrary in the Tariff, WAA shall have the right, in its sole discretion, at any time and from time to time, and without notice or liability, to:
  - (a) maintain, operate, modify and provide any Airport Resource in such manner, configuration, format and condition as WAA deems appropriate;
  - (b) modify, suspend, withdraw or discontinue the availability of, access to, use of and provision of any and all Airport Resources or any part thereof;
  - (c) suspend or terminate a Customer's operations at the Airport when, in WAA's opinion, such suspension or termination is necessary for Airport operations or Airport safety; and
  - (d) monitor and restrict or limit where necessary the Customer's and any Customer-Related Entity's use of any and all Airport Resources from time to time through such means as WAA deems appropriate.

21. Except to the extent expressly authorized by the Terms and Conditions or pursuant to an express written permission from WAA, the Customer shall not, and shall not permit any Customer-Related Entities, to do any of the following:
- (a) modify, copy, reproduce, operate, decompile, reverse engineer, disassemble, translate or create derivative works based on any Airport Resource, or adapt any Airport Resource provided or made available to the Customer or any Customer-Related Entity;
  - (b) damage, interfere with or disrupt any Airport operations or the operation or condition of any Airport Resource;
  - (c) do anything which will cause physical, visual or electronic interference or hazard to the navigation of any aircraft or violate any safety-related standards, procedures or recommended practices affecting aircraft safety or airport certification;
  - (d) disable, breach, violate or circumvent any security system, access control or related device, process or procedure established with respect to any Airport Resource;
  - (e) publish, retransmit, redirect, distribute or publicly perform or display, electronically or otherwise, any Airport Resource; or
  - (f) sell, assign, rent, market, loan, lease, license, sub-license, grant a security interest in, distribute or otherwise transfer rights to, in whole or in part, any Airport Resource.
22. If any Customer or Customer-Related Entity experiences difficulties related to access to or use of any Airport Resource, the Customer shall immediately notify WAA and shall not take any steps to modify, restart or repair any applicable Airport Resource without WAA's prior approval.
23. If any of a Customer's or any Customer-Related Entity's equipment or materials causes any disruption of or interference with any Airport operations, then WAA, in its sole and absolute discretion, may direct the Customer to remove and relocate from the Airport the offending equipment or materials (as the case may be) and the Customer shall do so as directed without delay. Without limiting WAA's rights and remedies, the cost of removing and relocating same will be the Customer's responsibility.
24. If any of a Customer's or any Customer-Related Entity's personnel causes any disruption of or interference with any Airport operations, then WAA, in its sole and absolute discretion, may direct the Customer to remove and relocate from the Airport the offending personnel and the Customer shall do so as directed without delay.
25. The Customer shall not, and shall ensure that Customer-Related Entities do not, allow any equipment, system or information under their control to communicate, interconnect

or interface with any computing, cabling or telecommunications equipment, device, system, software or service at the Airport, without the express written consent of WAA.

26. A Customer shall deliver to WAA all Airport Resources, including any copies (if any), in the Customer's possession or control, including any of same in the possession or control of any Customer-Related Entities, at the request of WAA, or, in the absence of such a request, upon termination of the Customer's operations at the Airport. Without limiting the foregoing, the Customer shall return Airport Resources in its possession or control to WAA upon the earlier of the following:
  - (a) at the request of WAA if WAA indicates that it requires the return of such Airport Resources in order to upgrade, replace or modify such Airport Resources; or
  - (b) immediately if the Customer is no longer using such Airport Resources in the ordinary course of business in connection with the Airport.

## GENERAL PROVISIONS

27. Time is of the essence hereof.
27. The Tariff shall be deemed to constitute the entire agreement between WAA and the Customer with respect to the use by the Customer of the Airport and the Airport Resources and shall supersede all previous negotiations, representations and documents in relation to the use by the Customer of the Airport Resources except where there is a separate written agreement between WAA and the Customer with respect to the specific subject matter thereof and then only to the extent so specified in said separate written agreement with respect to such specific subject matter.
28. The Tariff shall enure to the benefit of and be binding upon the successors and permitted assigns of the Customer and WAA, as the case may be, and nothing herein shall restrict the ability of WAA to transfer or assign its interests herein. The Customer shall not assign, in whole or in part, any of its rights or obligations under the Tariff without the prior written consent of WAA.
29. If any covenant, obligation, agreement, term or condition of the Tariff or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Tariff, or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of the Tariff shall be separately valid and enforceable to the fullest extent permitted by law and the invalid or unenforceable covenant, obligation, agreement, term or condition (as the case may be) shall be modified so as to be enforced to the fullest extent permitted at law, with retroactive effect to the date of the Tariff.
30. The Customer shall adhere to the *Official Languages Act* of Canada (as amended or replaced from time to time) and the regulations made thereunder as may be amended from time to time and all applicable policies of the Government of Canada and of WAA

relating thereto, to the extent the same shall be applicable to the operations of the Customer at the Airport.

31. Except as expressly set forth herein, any notice or other writing required or permitted to be given under the Tariff shall be in writing and, if hand delivered or transmitted by facsimile, shall be deemed to have been given on the date of such delivery or transmission. If sent by prepaid registered mail, any such notice or other writing shall be deemed to have been given three (3) business days after the date of posting. The last known address of the Customer as shown in the records of WAA shall be deemed the Customer's valid address for service.
32. In any circumstances where the consent or approval of WAA is required herein, or where WAA is entitled to exercise discretion, WAA shall, except to the extent (if any) expressly stated otherwise herein, be entitled to withhold such consent or to exercise such discretion in its sole and absolute discretion. WAA shall not be required to give any reason for refusing to provide any consent or approval, nor shall WAA be required to disclose the manner in which it exercised any discretion.
33. The division of the Tariff into sections, subsections, and paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the Tariff.
34. All words used herein shall be construed to include the plural as well as the singular, and words in the present tense shall include the future tense.
35. The language in all parts of the Tariff shall be construed simply according to its fair meaning and not strictly for or against either WAA or the Customer.
36. Each of the terms "including", "include" and "includes", when used in the Tariff is not limiting, whether or not non-limiting language (such as "without limitation", "without limiting the foregoing", "but not limited to" or words of similar import) is used with reference thereto.
37. The expressions "herein", "hereto", "hereof", "hereby", "hereunder" and other similar terms refer to the Tariff and any amendments hereto, and not just to the particular clause or paragraph in which those words appear.
38. No waiver or acquiescence by WAA of any breach of the Tariff is valid except if given in writing. Any such waiver or acquiescence shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach or act unless such waiver or consent is in writing.
39. No remedy conferred upon or reserved in favour of WAA under the Tariff will exclude any other remedy so conferred or reserved or existing at law or in equity but each will be cumulative and in addition to every other remedy given under the Tariff or existing at law or in equity.

40. Nothing in the Terms and Conditions will prevent WAA from applying for or obtaining any interim, interlocutory or preliminary injunctive or declaratory relief or from bringing any claim for contribution or indemnity in the same court in which a suit is brought either by or against WAA.
41. The Tariff shall be governed by and construed in accordance with the laws of the Province of Manitoba (without reference to its conflict of laws provisions), including the laws of Canada applicable therein. The Courts of Manitoba shall have exclusive jurisdiction to entertain and determine all Customer disputes and claims, whether for specific performance, injunction, declaration, damages or otherwise, both at law and in equity, arising out of or in any way relating to the Tariff. The Customer hereby irrevocably attorns to and accepts the jurisdiction of the Courts of Manitoba.
42. Any judgment or court order rendered by any of the Courts of Manitoba may be entered in any court of law in any province, country, state or territory (referred to in this section as an "Other Court") having jurisdiction over the Customer or any of the Customer's assets. WAA may commence and prosecute any action in an Other Court or apply to any Other Court for a remedy at law or equity, or for judicial acceptance of a Manitoba judgment or court order (as the case may be) and for an order of enforcement thereof. A judgment or court order of the Courts of Manitoba or any Other Court (as the case may be) may be enforced in any Other Court, and the Customer waives any defence thereto and shall submit to the jurisdiction of the Other Court.