#### **PAYMENT TERMS AND CONDITIONS**

- 1. In addition to terms defined elsewhere herein, the following terms have the following meanings in this schedule of fees and charges (the "Schedule"):
  - (a) "AIF" means the Airport Improvement Fees;
  - (b) "Fees" means all fees and charges payable by an air carrier that are set out in this Schedule, including aeronautical fees and charges, rental space fees and charges, non-compliance fees, and the AIF; and
  - (c) "Prime Rate" means, with respect to any time, the prime rate set by the Airport Authority's lending bank at such time.
- 2. All Fees, other than the AIF, will be invoiced by the Airport Authority, and invoiced amounts will be payable by the air carrier, on the following payment terms:
  - (a) Unless otherwise provided in the Schedule, air carriers will have 30 days from the invoice date to pay to the Airport Authority all invoiced Fees comprising aeronautical fees and charges. Interest will be charged on any such Fees not paid by the due date at the Prime Rate plus 12% and will be calculated on a per diem basis and compounded monthly. All applicable taxes will be applied on the invoice.
  - (b) All Fees comprising rental space fees and charges are due on or before the 1st of each month, as outlined in the lease agreements. Interest will be charged on any such Fees not paid by the due date at the Prime Rate plus 12% and will be calculated on a per diem basis and compounded monthly.
  - (c) Air carriers have the option of paying Fees by cheques and/or electronically. Cheques shall be made payable to and payment forwarded to:

The Vancouver Airport Authority PO Box 44638 YVR Domestic Terminal RPO Richmond, BC, V7B 1W2

For electronic payments, please contact the accounts receivable team at accounts\_receivable@yvr.ca.

- 3. The AIF is payable by the air carrier in accordance with page 7 of the Schedule.
- 4. The Airport Authority may accept cash, cheque or any other payment instrument received from or on behalf of an air carrier and may, at the option of the Airport Authority and notwithstanding any reference to an invoice number or any particular Fees on or accompanying such cheque or payment instrument, apply such payment on account of any Fees or interest owing by the air carrier without prejudice to the Airport Authority's right to recover any remaining balance of Fees or interest or to pursue any other right or remedy available to it.
- 5. No endorsement, direction or statement on any cheque or payment instrument or accompanying letter or other document shall be binding on the Airport Authority nor deemed to be an acknowledgement of full payment or an acceptance, accord and satisfaction by the Authority of such endorsement, statement or letter, etc.
- 6. In the event any Fees are not paid in full when due or the air carrier is in default of any of the payment terms and conditions set out in the Schedule, the air carrier will be deemed to be in default and the Airport Authority may give notice to such air carrier that all Fees payable by such air carrier, whether or not then due, are due and payable forthwith, and interest may accrue from such date at the rate and upon the terms set out above.
- 7. All references in the Schedule to money amounts are to Canadian currency.
- 8. All amounts and rates of Fees in the Schedule do not include applicable taxes, unless otherwise stated.
- 9. The Airport Authority 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 any part of the Airport by any air carrier in default until payment of all outstanding Fees is made in full or credit arrangements satisfactory to the Airport Authority are in place.
- 10. The Airport Authority reserves the right to amend the Schedule, at any time and from time to time on 60 days advance public notice, in any manner it deems appropriate including increasing or decreasing any Fees adding thereto, or deleting therefrom categories of Fees or otherwise.
- 11. The terms and conditions in the Schedule are binding between the Airport Authority and the air carrier, except where there is a separate written agreement between the Airport Authority and the air carrier regarding the fees and charges listed in the Schedule.

#### SECURITY FOR PAYMENT

As security for the payment of Fees hereunder, all air carriers shall deliver to the Airport Authority an irrevocable letter of credit issued in favour of the Airport Authority by a Canadian chartered bank acceptable to the Airport Authority an in form and content determined by the Airport Authority. The amount shall be equal to three months Fees, all as reasonably estimated by the Airport Authority.

In the event the air carrier is in default of payment to the Airport Authority of any Fees or any other sum payable by the air carrier to the Airport Authority, and such default continues for five (5) days following written notice by the Airport Authority requiring the air carrier to pay the same, the Airport Authority may, in addition to any other right or remedy, draw on the letter of credit to pay the arrears or deduct the arrears from the security deposit, as the case may be.

The air carrier shall provide the Airport Authority with a renewal or replacement letter of credit at least sixty (60) days before the date on which any letter of credit expires and shall immediately after any drawing by the Airport Authority on a letter of credit, deposit an additional letter of credit with the Airport Authority in the amount paid by the issuer of the letter of credit to the Airport Authority failing which, in either case, the Airport Authority may draw the full amount of the letter of credit and hold the funds as a security deposit. The air carrier shall, immediately after the Airport Authority deducts arrears from the security deposit, deposit an additional security deposit in the amount of such arrears with the Airport Authority.

The Airport Authority shall have the right on at least thirty (30) days prior notice to the air carrier to impose the security requirement or to increase or decrease the amount of the security that the air carrier is required to maintain hereunder so that such amount represents the amount the Airport Authority's estimates will be payable for Fees over a period of three months.

When the air carriers ceases operations at YVR and upon payment by the air carrier to the Airport Authority of all Fees including all costs and expenses incurred by the Airport Authority in correcting or satisfying any default or fulfilling any obligations of the air carrier, the Airport Authority shall release the letter of credit or return the security deposit to the air carrier, without interest.

#### LANDING FEES

For each landing of an aircraft, the fee is the greater of the Standard Fees or Minimum Fees:

	Standard Fees		Fee per 1000 kg of MTOW or fraction
Aircraft Type	Flight Type	Aircraft MTOW (kg)	thereof
Jet	Domestic & International	0 - 21,000	\$4.33
		21,001 - 45,000	\$5.41
		45,001 or greater	\$6.49
Turboprop, Piston,	Domestic & International	0 - 21,000	\$3.79
Helicopter		21,001 - 45,000	\$4.33
		45,001 or greater	\$5.41

Minimum Fees		
Aircraft Type	Flight Type	Fee per Landing
Fixed Wing (Jet,		
Turboprop, Piston),	Domestic & International	\$54.08
Helicopter		

- 1. The landing fee is based on the maximum permissible take off weight (MTOW), as stated in the aircraft's registration documents. Until such time as the Vancouver Airport Authority receives an aircraft's registration documents, it shall base the MTOW for the aircraft on the highest known MTOW for the particular aircraft type. Any amendment to an aircraft's MTOW will be effective 30 days subsequent to the Vancouver Airport Authority's receipt of original or revised registration documents. No retroactive adjustments will be made. Submissions can be made via email to accounts\_receivable@yvr.ca or by fax to 604-276-7747.
- 2. A domestic flight means a flight between two points within Canada.
- 3. An international flight means a flight between a point outside Canada and a point within Canada.
- 4. Landing fees are not payable where an aircraft or any person on board is threatened by serious or imminent danger and an unscheduled landing is made to a non-intended destination.

Landing fees are not payable for State aircraft.

Airport Authority Managed Aprons - Aircraft Parking Fees		
Aircraft MTOW* (kg)	Fee per Aircraft (Daily rate)	
0 - 2,000	\$15.14	
2,001 - 5,000	\$16.76	
5,001 - 10,000	\$18.66	
10,001 - 30,000	\$32.17	
30,001 - 60,000	\$50.56	
60,001 - 100,000	\$75.98	
100,001 - 200,000	\$126.81	
200,001 - 300,000	\$175.74	
300,001 or greater	\$228.20	
All aircraft - periods more than 24 hours	\$432.60	

<sup>\*</sup>Maximum permissible take-off weight

- 1. Parking duration will be calculated from time of landing to time of take-off based on tower data.
- 2. Parking fees do not apply for any period less than 4 hours. Aircraft towed to hangars will not be subject to parking fees.
- 3. For periods more than 4 hours up to 24 hours, the airline will be charged the applicable daily rate indicated in the table above based on the MTOW of the aircraft.
- 4. For periods more than 24 hours, the airline will be charged a daily rate of \$432.60 per 24-hour period, or any portion thereof.
- 5. Aircraft are not permitted to park on the main apron (Apron VI) beyond the periods approved by the Airport Capacity team (slot\_coordination@yvr.ca) in writing or the day-of Integrated Operations Centre (gates@yvr.ca / 604-207-7034).
- 6. All parking requests must be submitted in writing at least 3 business days in advance as per IATA Worldwide Airport Slot Guidelines (WASG) to ensure requests can be properly reviewed by the Airport Capacity team. Instances of non-compliance with the Conditional Approval are subject to a \$5,000.00 non-compliance fee.
- 7. Aircraft are required to be towed on/off parking position within the timeslot approved by the Airport Capacity team or as instructed by the Baggage and Gate Schedulers. Aircraft that are not towed off parking position prior to expiry of the approved timeslot may be towed at the airline's expense unless parking is extended by written approval from the Airport Capacity team or the day-of Integrated Operations Centre. Instances of non compliance with respect to towing of aircraft after receiving explicit instruction from the Airport Authority are subject to a \$1,500.00 refusal to tow fee.

Non-Compliance Fees		
Failure to comply with parking conditions	\$5,000.00	
Refusal to tow	\$1,500.00	

If any air carrier fails to comply with any of the Airport Authority's rules and requirements in the Schedule, then the air carrier will pay such non-compliance fees to the Airport Authority in accordance with this Schedule.

 $\hbox{8. YVR reserves the right to amend these rules at any time based on operational requirements}.$ 

#### PRE-SECURITY FEE

Domestic Originating Passenger		
Rate per domestic originating passenger	\$4.33	
Transborder and International Originating Passenger		
Rate per transborder and international originating passenger	\$10.00	

- 1. Pre-security fees are intended to partially recover the construction and operating costs of the terminal facilities located prior to the primary security line.
- 2. A domestic originating passenger means a passenger with a flight originating out of YVR to a point within Canada. Air carriers will be charged the domestic originating passenger pre-security fee for each domestic originating passenger.
- 3. A transborder originating passenger means a passenger with a flight originating out of YVR to a point within the United States. Air carriers will be charged the transborder and international originating passenger pre-security fee for each transborder originating passenger.
- 4. An international originating passenger means a passenger with a flight originating out of YVR to a point outside of Canada and the United States. Air carriers will be charged the transborder and international originating passenger pre-security fee for each international originating passenger.
- 5. Originating passenger information will be sourced from AIF remittance data.

## U.S. PRE-CLEARANCE FEES

U.S. Bound Pre-Cleared Passengers	
Fee per U.S. Bound Pre-Cleared Passenger for Signatory A	Carriers: \$2.16

- 1. U.S. pre-clearance fees are intended to partially recover the construction and operating costs of the U.S. pre-clearance facilities.
- 2. A U.S. bound pre-cleared passenger means any passenger using the U.S. pre-clearance facility at YVR. Air carriers will be charged the U.S. Bound pre-cleared passenger Fee for each U.S. bound pre-cleared passenger.
- 3. Air carriers will be charged the U.S. bound pre-cleared passenger fee for each U.S. bound pre-cleared passenger on their actual passenger traffic multiplied by the prevailing annual rate (subject to adjustments to payments, if required, at year end based upon final passenger numbers). Actual passenger traffic will be based on information remitted by the air carriers to the Vancouver Airport Authority.
- 4. The Airport Authority reserves the right to recover incremental costs incurred for additional services required outside of normal USCBP operating hours.

#### POST-SECURITY FEE

The fee payable by an air carrier using the domestic or international terminal building gates is as follows:

Domestic and International Terminals	Fee per Aircraft Use of Terminal Gate	
	Domestic Terminal	International Terminal
	Gates 1 through to 49	Gates 50 through to 96
Regional Aircraft	\$205.97	\$373.65
Narrowbody Aircraft	\$411.94	\$747.29
Widebody Aircraft	\$823.89	\$1,494.58

South Terminal	No General Terminal Fee

- 1. Post-security fees are intended to partially recover the construction and operating costs of the terminal facilities located after the primary security line.
- 2. The post-security fees are recovered by charging all air carriers on a per use basis of terminal gates.
- 3. By way of example, below is a summary of aircraft types for the purposes of calculating post-security fees:

Regional	Narrowbody	Widebody
Beechcraft 1900/1900C/1900D	Airbus: 220, 319, 320 and 321	Airbus 310, 330, 340, 350 and 380
Piper light aircraft	Boeing: 717, 737 and 757	Boeing: 747, 767, 777, and 787
CRJ: 100, 700 and 900		
DHC-8: 100, 300 and 400		
Embraer: 170, 175 and 190		
Saab 340		

#### 4. Busing Fee for Non-Bridged Gating Operations

Air carriers that use apron busing for non-bridged gating operations departing from the domestic terminal building will be charged the domestic post-security fee. Air carriers that use apron busing for non-bridged gating operations departing from the international terminal building will be charged the international post-security fee. Air carriers that use apron busing for non-bridged gating operations will be invoiced monthly in accordance with the terms outlined in the Airport Use License.

#### AIRPORT IMPROVEMENT FEES

Domestic and International Terminals	Fee per Passenger
Destination Category:	
British Columbia and Yukon	\$5.00
Outside British Columbia and Yukon	\$25.00

- 1. The Airport Authority is a signatory to a Memorandum of Agreement between ATAC, certain air carriers signatory thereto (the "Signatory Carriers") and certain airports, concerning the collection of the AIF (the "MOA"). Each Signatory Air Carrier must collect the AIF from passengers, on behalf of the Airport Authority, at the rates set out in the Schedule, and remit the AIF to the Airport Authority in accordance with the MOA and any other agreement from time to time in effect between such Signatory Air Carrier and the Airport Authority pertaining to the AIF (including any such airport use and license agreement). Each Signatory Air Carrier is entitled to a handling fee for these services.
- 2. Any air carrier that is not a Signatory Air Carrier must follow the Airport Authority's Airport Improvement Fee Collection and Remittance Procedures and any other agreement from time to time in effect between such air carrier and the Airport Authority pertaining to the AIF (including any such airport use and license agreement).
- 3. For the purposes of determining the appropriate Destination Category for the AIF, the destination of a departing enplaned passenger shall be defined as the first point of arrival after a departure from YVR where the departing enplaned passenger either makes a connection or stopover.

PASSENGER FACILITY CHARGE			
South Terminal All Destinations \$5.00			

<sup>1.</sup> The Passenger Facility Charge ("PFC") for the South Terminal is inclusive of GST.

<sup>2.</sup> At the South Terminal, the PFC amount is paid by air carriers on behalf of each departing passenger. Children under two years of age are exempt from PFC.

# ANNUAL EXCLUSIVE USE RENTAL RATES

Domestic Terminal	Price per Square Foot	Price per Square Meter
A-B Connector Office	\$76.26	\$820.75
Premium Office	\$66.07	\$711.25
Regular Office	\$53.02	\$570.79
Industrial	\$24.76	\$266.47
Storage	\$16.44	\$176.84
Lounge	\$66.07	\$711.25
Counter / Queuing	\$66.07	\$711.25
Covered Outdoor	\$12.39	\$133.33
Temporary Construction Space	\$5.87	\$63.20
Apron Storage Space - Adjacent to Gates and Other		
Locations	\$2.75	\$29.72

International Terminal	Price per Square Foot	Price per Square Meter
Premium Office	\$76.26	\$820.75
Regular Office	\$61.20	\$658.79
Industrial	\$28.56	\$307.45
Storage	\$18.98	\$204.20
Lounge	\$76.26	\$820.75
Link Building Counter / Queuing	\$115.97	\$1,248.25
Counter / Queuing	\$149.38	\$1,608.06
Covered Outdoor	\$14.11	\$152.00
Apron Storage Space - Adjacent to Gates	\$4.72	\$50.81
Apron Storage Space - Other Locations	\$3.72	\$40.11

South Terminal	Price per Square Foot	Price per Square Meter
Premium Office	\$27.30	\$293.88
Regular Office / Freezers	\$21.92	\$235.86
Counter / Queuing	\$27.30	\$293.88
Storage	\$16.29	\$175.51
Industrial Cargo	\$10.24	\$110.12
Apron Storage Space - Adjacent to Gates and Other	\$2.75	\$29.72

# COMMON USE FACILITY FEES AND CHARGES

South Terminal	Fee	
Common Use Counters :		
1st - 12th Flight / Month	\$15.45 / Flight	
13th - 24th Flight / Month	\$10.30 / Flight	
25th and More Flights / Month	\$5.15 / Flight	
Public Address System	\$10.30 / Month / Microphone Line	

# YVR SEAPLANE FACILITY FEES

Dock Fee per Enplaned	l and Deplaned Passenger	\$2.98 including GST
Ramp Charge for Wate	r to Airside Movements	\$5.41
Aircraft Docking Fee	Single Engine Aircraft	First 2 hours no charge
		\$27.04 for 2 to 24 hours
	Twin Engine Aircraft	First 2 hours no charge
		\$54.08 for 2 to 24 hours

- 1. With the exception of the dock fee, the stated rates above do not include applicable taxes. The dock fee is inclusive of GST.
- 2. Fee per enplaned and deplaned Passenger and aircraft docking fee only apply to use of the YVR Seaplane Facilities.
- 3. There is no ramp charge for airside to water movements.