



Agenda

DATE 2/25/14 TIME 8:56-

BY Ramita Medina

FOR BY [Signature]

AIRPORT ADVISORY BOARD
Santa Fe Municipal Airport
Building 3002 (Just North of Terminal Building)
Thursday, March 6, 2014
4:00 PM

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of February 6, 2014 Minutes
5. From the Airport Manager
 - a. Month in Review
6. Action Items:
 - a. Action Item – Review & Feedback
 - i. Sample Tie Down Agreements
 - b. Action Item – Discussion & Vote
 - i. AAB Mission Statement/Ethics
 - ii. AAB Outreach
 - c. Action Item – Discussion & Vote
 - i. Concept Approval for AAB Chair to Write and Submit Letter to the Editor Regarding Benefits of Santa Fe Municipal Airport
7. Items from the Board
8. Public Comment:
 - a. *REMINDER: ALL PUBLIC COMMENTS BE LIMITED TO 5 MINUTES
9. Items to be Discussed at the April 3, 2014 Airport Advisory Board Meeting
10. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) working days prior to meeting date.

AIRPORT ADVISORY BOARD
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MARCH 6, 2014

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AIRPORT ADVISORY BOARD
Santa Fe Municipal Airport
Building 3002 (Just North of Terminal Building)
Thursday, March 6, 2014
4:00 PM – 6:10 pm

MINUTES

1. Call to Order

The meeting was called to order at 4:00 pm by the Chair, Carolyn Cook at the Santa Fe Municipal Airport, Building 3002, Santa Fe, NM. A quorum was declared by roll call.

2. Roll Call

Present:

Carolyn Cook, Chair
Bob Talarczyk
Chris Ortega
Ron Krohn
Troy Padilla
Mark Miller

Not Present:

Elizabeth Hunke

Others Present:

Rob Finrock, Freelance Writer/Editor
Deyanira Cerda "Dee"
Steve Summers, Director, Aviation Division, NMDOT
Kent Freier, Molzen Corbin
James Gill
Bill Sauter
Bill Aneshenser

Staff Present:

Francey Jesson, Airport Manager
Anita Medina, Executive Assistant
Justin Lowe, Airport Intern

Others Present:

Anna Serrano for Fran Lucero, Stenographer

3. Approval of Agenda

Chair added the introduction of Mr. Steve Summers, Aviation Director, NMDOT

Mr. Miller moved to approve the agenda as amended, second by Mr. Talarczyk, motion carried by unanimous voice vote.

4. Approval of February 6, 2014 Minutes

Mr. Ortega moved to approve the approve the minutes of February 6, 2014 minutes as presented, second by Mr. Talarczyk, motion carried by unanimous voice vote.

5. From the Airport Manager

a. Month in Review – Francey Jesson, Airport Manager

- Monthly air service update was included in the packet. On March 6th American Eagle Airline will resume their daily LA flights. They continue with two daily roundtrip flights to and from DFW.
- In March, United will operate two daily round trips serving Denver using 50 seat jets. Through the month, their arrival and departure times at SAF will fluctuate depending on the day of the week and month.
- Commercial flight schedule was also included for the Board review.
- Total seats for the month, outbound and inbound were 15,300 and that is if all planes are full.
- Air carrier passenger counts for January and February were included in the graph indicting Enplanements and Deplanements for American Eagle for January and for United both January and February. Total YTD: 12,505.
- American load factors for American - January were 69% outbound; 62% inbound. United's January load factors were not very good, 52% outbound and 75% inbound.
- Last sheet is the Aircraft Operations through February 2014. Aircraft operations for January 2014 were up 400 from the previous January and down only 52 from the previous February. Total for January/February is 10,628.

Mr. Padilla asked if with all the bad weather back east, were there many delays.

Ms. Jesson said that report was not available today.

6. Action Items:

a. Review and Feedback – Sample Tie Down Agreement

No action taken. (Attached: Santa Fe Municipal Airport Tie-down License Agreement) Draft. Exhibit B

Attached:

AOPA Guide for Hangar/Tie-down Lease Agreements
Boulder City Municipal Airport Tie-down License Agreement
Metropolitan Oakland and International Airport Application and Agreement for
Assigned Ramp or Tie-down space
City of Fort Worth Tie-Down Lease Agreement
Rhode Island tie-down Monthly Use Agreement

Ms. Jesson stated that the Tie Down agreements from other cities is all straight forward and comparable. Attached for the board review is draft license agreement language which will go to the City Council through the City Attorney's office. Ms. Jesson stated that she would like to refer to this as a license vs. a lease it would be easier for her to manage. It was also noted that as a license it would not need to go to city council every time for approval as an agreement. Please note that this process could take up to 45 days. She would like to have the language clear and without question so she could obtain the approval of the process. This agreement has not been routed to the City Attorney for review at this time.

Mr. Krohn stated that in reviewing the agreement it noted a license; he questioned if we are talking about a parking permit.

Ms. Jesson said that it is the same thing.

Mr. Krohn stated that he had a list of notations; nowhere in the document does it say that the city will assume the duty to maintain the space. He stated that in reviewing all the other agreements, he was in hopes that we were not going to create obstacles for those who want to use our space. There are a lot of areas that place the onus on the lessee.

The Chair asked which contract were they referencing that wasn't air worthy.

Mr. Padilla said that he believed Mr. Krohn was referring to No. 10 – Repair and Maintenance which would be tie down spaces with another clause #16 – Maintenance of Aircraft. Mr. Padilla said that they never really had vehicles on the tie down spaces, this is something new.

The Chair asked for clarification; vehicles, cars?

Mr. Padilla said that the FBO handles the operations and it makes it difficult with the planes. If we do allow cars at the tie-downs than the insurance would have to apply to that as well.

The Chair asked if there should be a restriction on vehicles.

Mr. Padilla said that they never had a restriction before. Is that something we are interested in, is that the direction we want the airport to go. There should be a comparison if you park outside the airport vs. what you get for parking the airplane and a car.

Mr. Ortega said that the size of vehicles is important and their needs to be a way to police this.

Ms. Jesson said yes, you need to require insurance for the vehicle. What airports typically do is that you have tie down agreement for your aircraft and if you want vehicle access you register your vehicle and you get vehicular access insurance to get access to the field. There are two difference processes; one for aircraft and one for vehicles. Other airports separate vehicle access form aircraft access as far as insurance.

Mr. Padilla said that what is different in this airport is that we put larger aircraft in tie down spots. The tie downs are everywhere, so when larger aircraft comes in we don't adhere to the tie down dimensions, and if we start parking cars in between it will makes it difficult to regulate. If they were segregated to a certain section, that would make it easier.

Ms. Jesson said that is exactly what would happen. They would need to identify the transient area and the permanent tie down area and they would not be in the same area. If you have a tie down agreement you have a tie down and you would have a tie down number that is a very specific spot. It being specific you could have either or, a plan there or a vehicle there. There would not be a car and a plane.

Mr. Krohn asked if the intent is to assign specific spaces for those who are renting.

Ms. Jesson said yes, the permit for the vehicle would be for the access that is granted to get in. We are dealing with a security and access system which has to do with the vehicle and the permit to park your plane. You can have a tie-down agreement and bring your car around with an access code. Ms. Jesson said that there is an administrative process that will be in place as to how she keeps the two separate.

Mr. Krohn asked if this is part of the proposed agreement.

Ms. Jesson said yes, Section Access System and authority to park plane. In terms of her administrative record of how to manage process, she prefers to have them separate.

Mr. Krohn referred to Section 21, 2nd paragraph.

Ms. Jesson stated that the reason there is a lot more in this document than you would see in other documents is because we don't have multi-regulations. If we had established rules and regulations on the airport then this document could stand by itself. But we don't have that. If the Rules and Regulation says, if you are going to be a permanent tenant at the airport you need to have an air-worthy plane and maintenance and it doesn't need to be referenced in this document. The reason to put that in there is because there are no rules and regulations to identify the concern that a plane could rust to the ground at its tie-down. The only way to remove them is to go through the city's abandoned property process. It is about insuring that the airport is accessible to people who don't abandon an aircraft and let it rot to the ground.

Mr. Krohn asked if the other sample documents include it and Ms. Jesson, said yes, they do.

Mr. Talarczyk complimented Ms. Jesson for seeing the problems with the rules and regulations and bringing it to the board and addressing the issue.

The Chair said that being a small airport we have very few rules and regulations in place and now that we are growing we need to have them in place. We had 157,000 people fly from Santa Fe this past year. She also echoed the compliment from Mr. Talarczyk for Ms. Jesson for being a full-time manager who has a degree in airport management and the board recognizes her vast knowledge in airport management.

Mr. Krohn asked why we don't create our own rules and regulations.

Ms. Jesson said that at the last meeting when she presented her goals she had rules and regulations as a mid-term goal. Even the FAA recommends rules and regulations and minimum standards and their recommendation for airports who don't have them in place is as they have an opportunity to widen the agreements, modify agreements to begin incorporating the things that they would want in the minimum standards and as they incorporate them into an agreement, whether it is contracts, permits or tie-down agreement they work towards the rules and regulations and minimum standards. Once you get the rules and regulations and standards they are living documents. You constantly review the document and make modifications as needed. I don't think we can wait 3-5 years to get the minimum standards and the rules and regulations all the way through the system. We need to find some sense of order and fortunately this is what is being recommended to be on that path.

Mr. Padilla said he understands what the Airport Manager is saying and asked if they are going to be using this as the ground for our rules and regulations, does this need to go before Public Works for public comments?

Ms. Jesson said that her intent is to put this through the public process and the City Attorney's office and through committee and council. It then becomes a public reviewed document. Since it is not codified by ordinance, rules and regulations can be codified by ordinance; that takes 3-6 months. This is a document that could go through the process in 45 days and we would have something that the Council would approve that has been vetted by the public and we can start using it.

Mr. Ortega asked if the intent is for the board members to send Ms. Jesson comments on the draft.

The Chair said that this will be an action item for the April meeting.

Ms. Jesson said that the action item is providing her with the feedback.

Mr. Padilla said it was important to not lose sight of the abandoned vehicles and would like to see language put in.

Mr. Krohn asked if it is possible to have a parking area on the apron for just cars.

Ms. Jesson said that FAA does not allow that, inside fences are for aircraft.

Mr. Padilla again asked about the rates and fee structure which needs to be addressed. Can rents be increased? If we could adjust the fees we could upgrade tie downs.

Ms. Jesson said that she is reluctant to raise the rates on the tie-down ramp until she has explored all the revenue options that are non-aviation. Straight from the FAA it states that the airport should insure capitalization of all non-aeronautical revenues so we can keep aeronautical revenues as low as possible. It may sound logical to raise the tie-down rates; Ms. Jesson would like time to research and review other avenues to increase revenues on the non-aviation side. That is what the FAA expects her to do and that is what she wants to do.

7. Discussion and Vote

i. AAB Mission Statement/Ethics

Mr. Padilla made a motion to move this item to next month agenda - document not available for review, second by Mr. Krohn, motion carried by unanimous voice vote.

ii. AAB Outreach

Handout: from Mr. Talarczyk

Ms. Jesson stated that this is the result of what they call a mind mold. The airport manager together with the Chair, Messrs. Ortega and Talarczyk have gotten together and started to do a mind map of what the airport means to the community at large. The direction was to show what it brings to the community and how to show the community the benefits and what we bring to our stakeholders. The stakeholders that we identified are not just the aviation community but the businesses out at the airport, and a lot of other stakeholders. By gathering all of the information and categorizing them Mr. Talarczyk created the propeller design. We looked at the hub being the Santa Fe Airport as an economic engine for this entire region, the entire Northern New Mexico region. The benefits are the emergency services we provide, we have an ambulance on the field, we have the National Guard and fire fighters and forest fire helicopters and we also have community services. We can provide service to anywhere in the world and we welcome anyone from anywhere in the world which is a big service to the community and all of that provides jobs. Economic impact just got bigger when you look at the services in this airport.

Chair – We need a fact sheet with detail this is great propaganda.

Ms. Jesson said that she is still working on fact sheet. This is what the Airport Advisory Board needs to promote airport along with the fact sheet. When we have Travel and Tourism Day on May 1st at the Santa Fe Convention Center we want to have our fact sheet and some other things that represent the Santa Fe Municipal Airport and the Advisory Board.

Chair suggested the logo be placed on the banner.

Mr. Ortega moved to approve the conceptual design, second by Mr. Padilla, motion carried by unanimous voice vote.

b. Discussion and Vote –

- i. Conceptual Approval for AAB Chair to write and submit letter to the Editor regarding benefits of Santa Fe Municipal Airport.

The Chair asked for this item to be placed on the Agenda. She commented that she feels that so many people, including the new and old Councilors are not aware of the economic engine that this airport is. We need to educate them in any possible way we can. We can do a letter to

the Editor and have it reach out to as many people as we can. The Chair she has done this in the past to clarify any misconceptions on the Airport. She welcomes any input from the board to create this letter.

Mr. Ortega moved to approve the concept of the letter to the Editor to be presented to the Board in draft form at the April, 2014 meeting for board review and approval, second by Mr. Krohn, motion carried by unanimous voice vote.

End result is to review the letter and get approval from the board to send the letter to the Editor.

8. Items from the Board

Introduction of Mr. Steve Summers

Thank you for the opportunity to introduce myself; I am the director of the Aviation Division. We are a division of the NM Department of Transportation. HB14 was signed today at Santa Teresa by Governor Martinez. There will be a lot of advertising and promoting, working with the schools educating them on what takes place at an airport and working in an airport. He offered his phone number and e-mail for immediate contact to any of the board if they need to reach him. Mr. Summers stated that they do have a Safety Administration Director within the Aviation division. Mr. Summers offered their help to Ms. Jesson for any training that might be needed at the airport.

The Chair offered her thanks on behalf of the Airport Advisory Board for his attendance at this meeting. Phone (505) 244-1788 and/or steve.summers@state.nm.us.

Request for status and funding of the pop-up terminal.

Ms. Jesson stated that the senate and house both approved \$890,000 and is on the Governor's desk for signature. Our initial request was for \$1.2 million dollars and it was decreased at \$890,000.

Mr. Padilla asked if there were matching funds. Ms. Jesson said no there are not.

The Chair reported that Aviation Day at the Airport was well attended on January 19th at the Round House.

9. Public Comment:

a. *REMINDER: ALL PUBLIC COMMENTS BE LIMITED TO 5 MINUTES

- Bill Aneshenser - The Aviation Association surveyed a number of people about the tie-down. There were a series of concerns, a memo with these concerns will be sent to the Chair and to Ms. Jesson. For example, the hazardous material topic is a concern. They liked the idea of having assigned spaces with painted numbers. Ms. Aneshenser did talk to the AOPA insurance about the insurance limits; this information will be

included in the memo. Saturday morning following the breakfast which starts at 8:30 am – at 9:30 am – JP will do a presentation and adventure of flying single engine across the Atlantic. Mr. Talarczyk expressed his thanks to Mr. Aneshenser for his statesman presentation.

- Jim Gill, local flight instructor, local CFI – stated that there is a loss of pilots in the US. He has three successful instructors who have graduated. He is trying to have a flight instruction business with his airplane which he parks during the day on the air ramp and it would be nice to have a reserved spot, it would be nice to have a permit whether it is for my vehicle or mini-van. He stated that there are 4 abandoned vehicles close to the grey hanger for at least 3-years. I also got billed for a period where my airplane was not parked on the property. Looking forward to the tie-down agreement. Mr. Gill also suggested that there be another word used for “propaganda”, it is not a professional descriptive word to get the message across.
- Fixed Based Operation (FBO) – There are vehicles that are not within city jurisdiction to remove.
- Ms. Jesson stated that these are all valid concerns and it goes back to rules and regulations, or lack of. Ms. Jesson is happy to answer any of the administrative and airport questions that Mr. Gill has aside from tonight’s meeting.
- Rob Finrock, Secretary of the Aviation Association. Feedback on Aviation Day – a representative from the Western Region was in attendance. This representative stated that we beat Arizona on the metrics and she was impressed with the number of people who expressed their enthusiasm for Aviation in New Mexico and specifically for Santa Fe Airport where she flew in to. It would be nice to have a Fact Sheet and we should follow up on utilizing the statistics that Mr. Summers has offered, you want those numbers on all fact sheets and to distribute to any media sources. You want the 3 seconds we get in the media to send out the message on what an economic impact has on this airport.
- Deyanira Cerda “Dee”, General Manager, American Eagle, in attendance.

10. Items to be Discussed at the April 3, 2014 Airport Advisory Board Meeting

- a. Update on the Tie Down Agreement
- b. AAB Mission Statement/Ethics

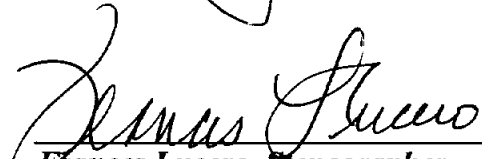
11. Adjourn

There being no further business to come before the Santa Fe Airport Advisory Board, the Chair called for adjournment at 6:10 pm.

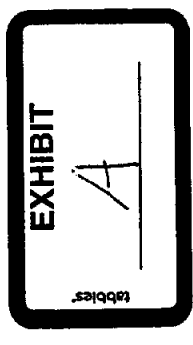
Signature Sheet:



Carolyn Cook, Chair



Frances Lucero, Stenographer



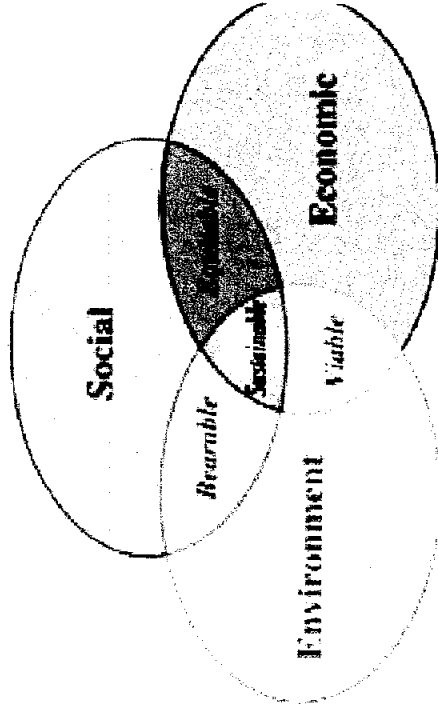
Santa Fe Sustainability Report Card

- Annually measures progress of priorities in 2008 plan
- Provides feedback on the efficacy of programs, and information to focus sustainability efforts where they are most needed in Santa Fe
- Gives information for updating and refocusing the 2008 plan moving forward

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Santa Fe Sustainability Report Card

Green House Gas Emissions: Mitigation and Adaptation
 CO₂e Emissions Total in Santa Fe
 Climate Change Resiliency (including vulnerabilities and adaptation)
 Climate Change Predictions (overview, precipitation/snowpack trend)
 PNM increases the percentage of renewable energy it provides
 PNM decreases coal and natural gas sources of energy



Environmental and Resource Management

Energy
 Reduce Per Capita Energy Use
 Increase Solar Panel Count in Santa Fe
 Increase Alternative Fuel Vehicle Ownership
 Increase Renewable Sourced Energy for City Operations

Water
 Reduce Consumption Per Capita
 Reduce Total Consumption of Water
 Increase Portion of Water Renewably Sourced
 Utilize More Reclaimed Water
 Residents Utilize Water Efficiency Incentives
 Conservation Education Programs Reach Increasing Numbers of Residents

Waste
 Decrease Waste Per Capita
 100% of Santa Fe City Residents Participate in the Recycling Program
 Increase Recycling Percentage of Total MSW
 Diversion Increases as Landfill Materials Decrease
 GHG Emissions are Reduced Through Waste Management Practices
 City Tree Canopy is Measured
 Santa Fe River Water Quality Remains High
 Square Footage of Parks Within City is Increasing or Staying the Same
 Square Footage of Conserved Land Within City is Increasing or Staying the Same
 Native Animal Species Remain Abundant and Diverse

Sustainable Economics

Green Jobs in Santa Fe are Increasing
 Local Purchases are Increasing
 Industry Diversity is Increasing, or Remaining at a Resilient Level
 Housing Affordability

Community Quality of Life

Increase Green Building in Santa Fe
 Santa Fe is developing to be a complete and compact community
 Santa Fe is a walkable city
 Public Transit is increasingly utilized
 Santa Fe is increasing in urban density appropriate to population growth
 Infrastructure is becoming increasingly resilient to climate projections
 Vehicle Miles Traveled is reduced







Food Security and Health
 Farmer's Market is utilized
 Community Gardens are available
 Santa Feans have healthy weight and diet
 Santa Fe maintains clear air quality








Social Participation
 Voter Participation
 Population Volunteers
 Library Card Ownership

Sustainable Santa Fe Report Card 2013

Environmental and Resource Management

Water

TOPIC	PROGRESS	GOAL
Per Capita Consumption		Consumption Per Capita is Reduced
Total Consumption		Total Consumption is Reduced
Renewable Water Source		Portion Renewably Sourced Increased
Reclaimed Water		More Reclaimed Water is Utilized
Efficiency Incentives		Water efficiency Incentives are utilized
Education		Conservation Education Reaches Increasing Numbers of Residents

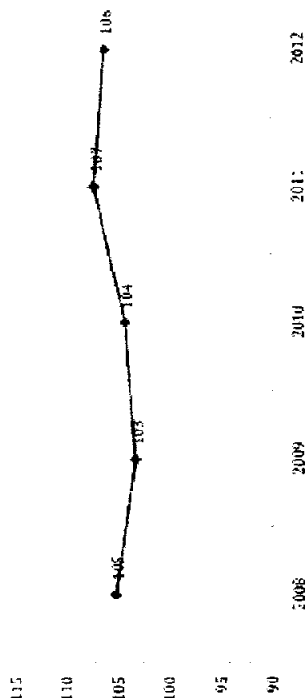
	Within or Exceeding Acceptable Levels		Improving
	Near Acceptable Levels		Staying the Same
	Below Desired or Acceptable Levels		Getting Worse
	Data unavailable		

Water Use Per Capita

Goal: Consumption Per Capita is Reduced

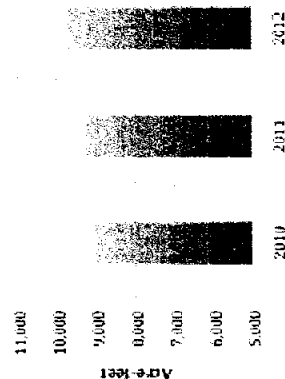
In 2012, Santa Feans used an average of 106 gallons per capita per day (GPCPD). (Source: *Annual Water Report, City of Santa Fe Water Division*) This per capita value is the method used by the Santa Fe Water Division and is determined by dividing the amount of water supplied to the City of Santa Fe by the population of water division customers served and includes not only residential but also commercial, industrial, and irrigation water. Compared to other cities in the region, this is one of the lowest GPCPD values, and we have maintained a GPCPD value of just over 100 gallons for several years now. However, our population is growing and it is important to also consider the total water used by the city when planning sustainable and climate-adapted water use.

Gallons Per Day Per Capita



Total Water Consumption

City of Santa Fe Water Division Customer Demand (Acre-feet)



Goal: Total Consumption is Reduced

While Santa Fe's gallons per capita value has remained low, in order to protect our groundwater and adapt to the new climate we must reduce our total water use.

While city population has grown 13% from 2010 to 2012, our total water demand has increased 7.6% in the same time frame.

(Source: http://www.santafenm.gov/how_much_water_do_we_use_reports_and_studies)

Sustainable Santa Fe Report Card 2013

Environmental and Resource Management

Waste

TOPIC	PROGRESS	GOAL
Total Waste		Increase Waste Per Capita
Recycling Participation		100% of Santa Fe City Residents participate in the recycling program
Recycling Totals		Increase Recycling Percentage in MSW
Diversion		Diversion Increases as Landfill Materials Decrease
Emissions	U	Reduce GHG Emission Through Waste Management Practices

●	Waste is Exceeding Acceptable Levels	2	Exceeding
●	Near Acceptable Levels	3	Staying the Same
●	Below Acceptable Levels	3	Getting worse
U	Data Unavailable		

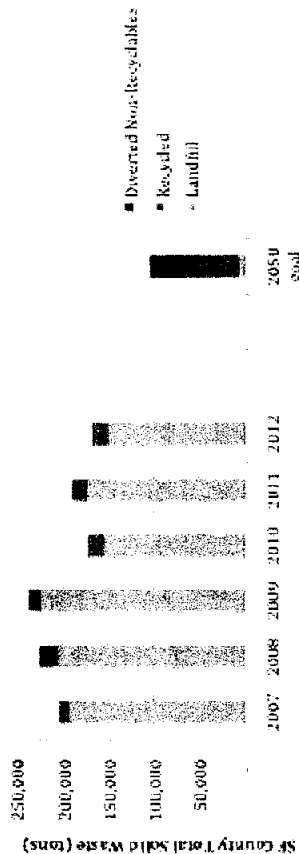
Diversion Totals

Goal: Diversion Increases as Landfill Materials Decrease

The diversion programs at the Buckman Road Recycling and Transfer Station are designed to redirect solid waste that would be put in the landfill toward new, beneficial uses. Recycling is one type of diversion, in which materials such as plastics, metals, glass, and paper are sold for use in other products. Other materials that are not recyclable, however, can also being diverted for reuse, including computers and electronics, bicycle parts, household hazardous waste, reusable construction waste such as clean fill dirt, and compostable green waste.

For a sustainable future, we need to increase the amount of waste that is beneficially diverted, and decrease the amount of our waste that is sent to landfill. The goal set by the STAR Communities sustainable cities rating system is "Zero Waste," to have 100% of waste recycled or diverted, by 2050. Santa Fe County is successfully decreasing the amount of solid waste sent to landfill and increasing the percentage of waste that is diverted (*source: NM Environment Department 2013 annual report*), but not currently at a rate sufficient to meet the 2050 goal.

Santa Fe County Solid Waste

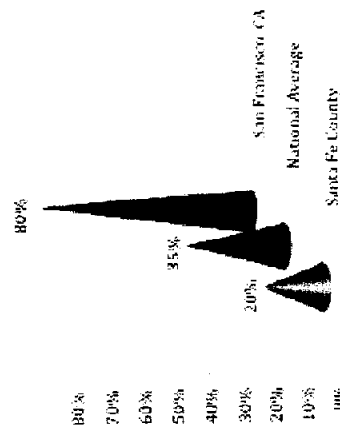


Diversion Rate Comparison 2012

Although over 80% of solid waste can be diverted away from landfill, in 2012 Santa Fe County has a landfill diversion rate 15% lower than the national average, and 60% lower than the leading USA city.

Santa Fe County: 20%
National Average: 35%
San Francisco, CA: 80%

(source: epa.gov)



Santa Fe Municipal Airport

Monthly Air Service Update and Air Carrier Passenger Counts March 2014

Current Schedule Summary

Total seats available for the month are 15,300.

American Eagle The airline continues to serve D/FW and LAX with 44-seat (ERJ-140), 50-seat (ERJ-145 & CRJ-200) seat jet aircraft.

Los Angeles

On March 6th, the airline will resume daily early afternoon roundtrip flights to and from LAX using CRJ-200 aircraft.

Dallas/Fort Worth

American continues with two daily roundtrip flights to and from D/FW. The first outbound flight departs SAF at 11:20 AM 7 days a week. The afternoon departure from SAF leaves at 5:25 PM Sunday through Friday and at 3:10 PM on Saturdays. This route is served alternatively by ERJ-140 and ERJ-145 aircraft.

United Express In March, United will operate two daily round trips serving Denver using 50-seat jets (CRJ-145). Through the month, their arrival and departure times at SAF will fluctuate depending on the day of the week and month. But, essentially, they will have an early morning departure to DEN (7:51 AM to 7:52 AM), and an early afternoon departure (1:37 PM to 1:44 PM). Beginning March 7th, their evening arrival from DEN will arrive SAF on Saturday at 5:14 PM and all other days of the week at 8:53 PM. Their evening arrival will RON (remain over night) 7 days a week and turn into their early morning departure.

**Santa Fe Municipal Airport
Commercial Flight Schedule - March 2014***

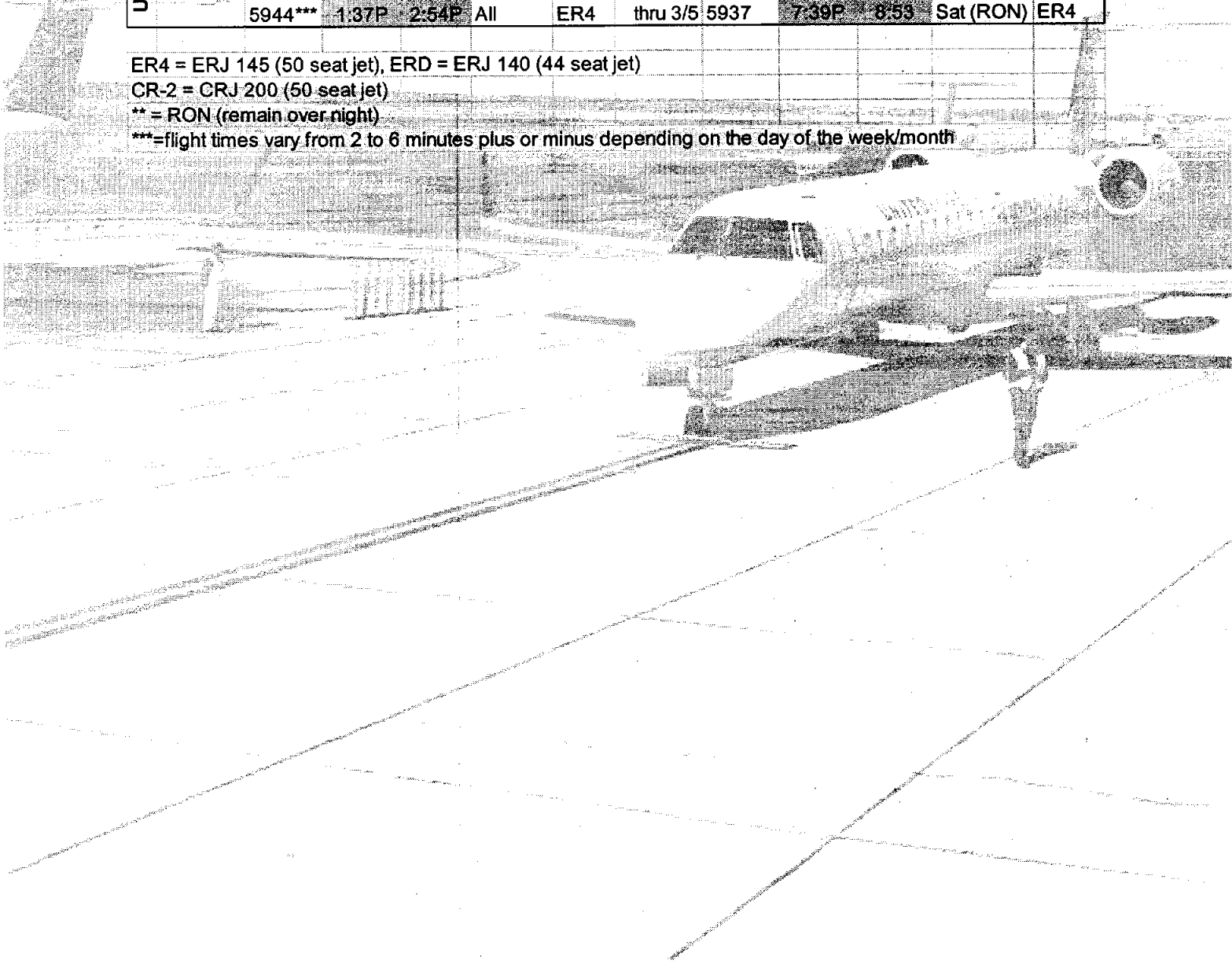
	Effective Flt #	SAF to DFW		Days	ACFT	Effective Flt #	DFW to SAF		Days	ACFT
		Departs	Arrives				Departs	Arrives		
American Eagle	3196	11:20A	1:50P	All	ER4	3/1 3196	10:05A	10:50A	All	ER4
	from 3/8 2800	4:25P	6:55P	Sat	ERD	3/1 2800	3:10P	3:55P	Sat	ERD
	thru 3/6 2800	5:15P	7:55P	Sun-Fri	ERD	3/1 2800	4:00P	4:45P	Sun-Fri	ERD
		SAF to LAX		Days			LAX to SAF		Days	Aircraft
		Departs	Arrives				Departs	Arrives		
	thru 3/4 2625	2:40P	3:45P	T,F, Sun	CR2	thru 3/4 2625	11:15A	2:10P	T,F, Sun	CR2
	from 3/6 2623	2:40P	3:45P	All	CR2	from 3/6 2623	11:15A	2:00P	All	CR2
United Express		SAF to DEN		Days			DEN to SAF		Days	Aircraft
		Departs	Arrives				Departs	Arrives		
	5906/ 6073	7:51A	9:05A	All	ER4	5944***	11:53A	1:07P	All	ER4
						from 3/7 5937	4:00P	5:14P	Sat (RON)	ER4
	5944***	1:37P	2:54P	All	ER4	thru 3/5 5937	7:39P	8:53	Except Sat (RON)	ER4

ER4 = ERJ 145 (50 seat jet), ERD = ERJ 140 (44 seat jet)

CR-2 = CRJ 200 (50 seat jet)

** = RON (remain over night)

***=flight times vary from 2 to 6 minutes plus or minus depending on the day of the week/month



MARCH 2014

Seats Inbound

From D/FW

From LAX

From DEN

	FLT#3196 ERJ-145	FLT#2800 ERJ-140	FLT#2623 /2625 CRJ-200	FLT#5937 ERJ-145	FLT#5944 ERJ-145
--	---------------------	---------------------	------------------------------	---------------------	---------------------

3/1 Saturday	50	50		50	50	200
3/2 Sunday	50	50	50	50	50	250
3/3 Monday	50	50		50	50	200
3/4 Tuesday	50	50	50	50	50	250
3/5 Wednesday	50	50	50	50	50	250
3/6 Thursday	50	50	50	50	50	250
3/7 Friday	50	50	50	50	50	250
3/8 Saturday	50	50	50	50	50	250
3/9 Sunday	50	50	50	50	50	250
3/10 Monday	50	50	50	50	50	250
3/11 Tuesday	50	50	50	50	50	250
3/12 Wednesday	50	50	50	50	50	250
3/13 Thursday	50	50	50	50	50	250
3/14 Friday	50	50	50	50	50	250
3/15 Saturday	50	50	50	50	50	250
3/16 Sunday	50	50	50	50	50	250
3/17 Monday	50	50	50	50	50	250
3/18 Tuesday	50	50	50	50	50	250
3/19 Wednesday	50	50	50	50	50	250
3/20 Thursday	50	50	50	50	50	250
3/21 Friday	50	50	50	50	50	250
3/22 Saturday	50	50	50	50	50	250
3/23 Sunday	50	50	50	50	50	250
3/24 Monday	50	50	50	50	50	250
3/25 Tuesday	50	50	50	50	50	250
3/26 Wednesday	50	50	50	50	50	250
3/27 Thursday	50	50	50	50	50	250
3/28 Friday	50	50	50	50	50	250
3/29 Saturday	50	50	50	50	50	250
3/30 Sunday	50	50	50	50	50	250
3/31 Monday	50	50	50	50	50	250

Total Inbound

7,650

Total March seats

15,300

MARCH 2014

Seats Outbound

To D/FW

To LAX

To DEN

FLT#3196

FLT#2800

FLT#2623

/2625

FLT#5906

FLT#6073

FLT#5944

ERJ-145

ERJ-140

CRJ-200

ERJ-145

ERJ-145

ERJ-145

3/1 Saturday	50	50			50	50	200
3/2 Sunday	50	50	50		50	50	250
3/3 Monday	50	50			50	50	200
3/4 Tuesday	50	50	50	50		50	250
3/5 Wednesday	50	50	50	50		50	250
3/6 Thursday	50	50	50		50	50	250
3/7 Friday	50	50	50		50	50	250
3/8 Saturday	50	50	50		50	50	250
3/9 Sunday	50	50	50	50		50	250
3/10 Monday	50	50	50		50	50	250
3/11 Tuesday	50	50	50		50	50	250
3/12 Wednesday	50	50	50		50	50	250
3/13 Thursday	50	50	50		50	50	250
3/14 Friday	50	50	50		50	50	250
3/15 Saturday	50	50	50		50	50	250
3/16 Sunday	50	50	50	50		50	250
3/17 Monday	50	50	50		50	50	250
3/18 Tuesday	50	50	50		50	50	250
3/19 Wednesday	50	50	50		50	50	250
3/20 Thursday	50	50	50		50	50	250
3/21 Friday	50	50	50		50	50	250
3/22 Saturday	50	50	50		50	50	250
3/23 Sunday	50	50	50	50		50	250
3/24 Monday	50	50	50		50	50	250
3/25 Tuesday	50	50	50		50	50	250
3/26 Wednesday	50	50	50		50	50	250
3/27 Thursday	50	50	50		50	50	250
3/28 Friday	50	50	50		50	50	250
3/29 Saturday	50	50	50		50	50	250
3/30 Sunday	50	50	50		50	50	250
3/31 Monday	50	50	50		50	50	250

Total Outbound

2650

Air Carrier Passenger Counts February 2014

We have passenger counts for United through February, 2014. American has yet to provide us their passenger counts beyond the end of January, 2014.

American's total load factor for JANUARY was 69% outbound and 62% inbound.

United's total load factor for JANUARY was 53% outbound and 58% inbound. United's load factors for the short month of February were improved over the previous month with 70% outbound and 75% inbound.

Calendar Year 2014				January	February
American Eagle	PAX	Enplanements		2,743	
		Deplanements		2,468	
		Total PAX		5,211	0
	Aircraft Ops	Landings	E145	33	
			E140	29	
			CRJ-200	21	
		Total Landings		83	0
		Departures	E145	33	
			E140	29	
			CRJ-200	21	
		Total Departures		83	0
		Total Aircraft Ops		166	0
United Express	PAX	Enplanements		1,649	1,863
		Deplanements		1,798	1,984
		Total PAX		3,447	3,847
	Aircraft Ops	Landings	E145	62	53
		Departures	E145	62	53
		Total Aircraft Ops		124	106
Total YTD	Enplanements	6,255			
	Deplanements	6,250			
	Total PAX	12,505			

Aircraft Operations Through February 2014

Aircraft operations for January 2014 were up 400 from the previous January, and down only 52 from the previous February.

FAA CONTRACT TOWER- AIRPORT OPERATIONS COUNT RECORD														
Facility Name: Santa Fe FAA Contract Tower							Location: Santa Fe, NM				Year 2014			
Airport Operations Count														
ITINERANT														
IFR						VFR					LOCAL			
Month	AC	AT	GA	MI	Total IFR Itinerant Ops	AC	AT	GA	MI	Total VFR Itinerant Ops	Civil	Military	Total Local Ops	Total Airport Operations
January		474	458	107	1,039		128	1,347	138	1,613	2,680	354	3,034	5,686
February		437	429	71	937		88	1,058	179	1,325	2,214	466	2,680	4,942
March					0					0				0
April					0					0				0
May					0					0				0
June					0					0				0
July					0					0				0
August					0					0				0
September					0					0				0
October					0					0				0
November					0					0				0
December					0					0				0
Totals	0	911	887	178	1,976	0	216	2,405	317	2,938	2,680	820	3,504	10,570

Santa Fe Municipal Airport Tie-Down License Agreement

THIS AIRCRAFT TIE-DOWN LICENSE AGREEMENT (hereinafter referred to as the "LICENSE") is by and between the SANTA FE MUNICIPAL AIRPORT, (hereinafter referred to as the "AIRPORT"), and the person referenced in Paragraph 1 of this LICENSE AGREEMENT as the LICENSEE (hereinafter referred to as the "LICENSEE"). The Airport Manager, or his/her designee, located at the Santa Fe Municipal Airport, 121 Aviation Drive, Santa Fe, NM 87507, has authority to administer and enforce the terms of this LICENSE.

1. GENERAL LICENSEE INFORMATION

(PLICENSE Print)

LICENSEE name:			
LICENSEE home #:	LICENSEE office #:	LICENSEE mobile #:	
LICENSEE Email:			
LICENSEE Mailing Address:			
LICENSEE Billing Address (if different than mailing address):			
Person to contact in an emergency:	Telephone:	Relationship to LICENSEE:	
Aircraft Make:	Aircraft Model:	Aircraft Year:	
Aircraft Tail #:		Serial #:	
Name(s) of registered owner(s) of aircraft:			
Current Tie Down Space:	Initial license fee:	Current license fee:	Term start date:
Receipt of Insurance:		Receipt of Registration:	

Exhibit B

2. LICENSE

The AIRPORT hereby grants to the LICENSEE, a revocable license to store an aircraft in a re-locatable aircraft tie-down space.

A. The tie-down space shall be used for the storage of only one aircraft owned, leased, or under a long term use agreement by LICENSEE. The operational aircraft stored at the tie-down space must be insured, registered with the Airport Manager, and the Federal Aviation Administration (FAA). A Certificate of Aircraft Registration for each aircraft must be on file with the Airport Manager. Storage of any operational aircraft within the tie-down space that is not properly registered and insured shall be deemed to be a breach of this LICENSE.

B. The tie-down space may also be used for the parking of LICENSEE's automobile at such times as the tie-down space is NOT occupied by the aircraft.

C. No bailment is created by this LICENSE.

3. LOCATION

The initial location of the aircraft tie-down space to be used pursuant to this LICENSE shall be determined by the Airport Manager in the exercise of his/her reasonable discretion. The location of the aircraft tie-down space to be used pursuant to this LICENSE shall be that tie-down space referenced as the current tie-down space in Paragraph 1 of this LICENSE. The AIRPORT retains the right to change the location to be used pursuant to this LICENSE for the following reasons that include: construction, maintenance, safety, flooding, natural disasters, aircraft access and other similar purposes. The AIRPORT, through the Airport Manager, shall provide not less than twenty-one (21) days prior written notice to LICENSEE of any change in location, including the reason for such change. In the event of an immediate threat to the LICENSEE's aircraft, the AIRPORT, through the Airport Manager, may relocate the LICENSEE's aircraft to a safe location, without prior notice to the LICENSEE.

4. TERM

The term of this LICENSE shall commence on the date referenced in Paragraph 1 of this LICENSE as the term start date, and shall continue until terminated as provided in this LICENSE.

5. LICENSE FEES

LICENSEE shall pay to the AIRPORT as a monthly LICENSE fee, without deduction, setoff, prior notice or demand, the appropriate amount for the tie-down space licensed as shown on the AIRPORT's then current Schedule of Fees. This monthly license fee shall be subject to change by resolution of the City Council of the

City of Santa Fe. The initial monthly license fee shall be the amount referenced in Paragraph 1 of this LICENSE as the initial license fee and is payable, with or without demand or prior notice, in advance of the first day of each month, commencing on the date the term commences, and continuing during the term.

The LICENSE fee for the first month of this LICENSE shall be paid on the day the term commences. Fees not paid when due are subject to late fees and penalty charges as shown in the AIRPORT's then current Schedule of Fees. LICENSEE assumes all risk of loss if payments are made by mail.

6. IDEMNIFICATION

The AIRPORT shall not be liable to the LICENSEE and LICENSEE hereby waives all claims against the AIRPORT for any injury or damage to any person or property in or about the aircraft tie-down area and airport area by or from any cause whatsoever, except injury or damage to LICENSEE resulting from the acts or omissions of the AIRPORT or the AIRPORT's authorized agents. LICENSEE shall hold the AIRPORT harmless from and defend the AIRPORT against any and all claims or liabilities for any injury or damage to any person or property whatsoever (1) occurring in, on or about the airport tie-down space, or any part of it and (2) occurring in, on or about any part of the airport property when that injury or damage was caused in part or in whole by the act, neglect, fault, of or omission of any duty by the LICENSEE, its agents, servants, employees, or invitees.

7. RELICENSE AND DISCHARGE

AIRPORT shall not be responsible for, and assumes no liability arising from fire, theft, damage, or loss to LICENSEE's property, including without limitation, the aircraft or any other items unless such fire, theft, damage, or loss is solely the fault of the AIRPORT. LICENSEE hereby relicens and discharges the AIRPORT from all claims and demands by LICENSEE for loss of or damage to LICENSEE's property.

8. INSURANCE REQUIREMENTS

LICENSEE shall obtain, and maintain in full force aircraft liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, and use of the aircraft arising from or related to the rental of the tie-down space. The minimum limits of aircraft liability insurance required are as follows:

Single Limit Liability	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Bodily Injury Per Person	\$100,000 per occurrence

The City of Santa Fe and the Santa Fe Municipal Airport shall be added as additional insured. The policy shall be endorsed to state that it shall not be canceled or the limits

reduced prior to thirty (30) days written notice being provided to the AIRPORT. A certificate evidencing the above insurance shall be provided to the Airport Manager at the execution of this LICENSE and at any time thereafter at the request of the Airport Manager. The AIRPORT reserves the right, in its sole discretion to revise these insurance requirements at any time, with thirty (30) days prior written notice to LICENSEE.

9. RIGHT OF INGRESS AND EGRESS

LICENSEE shall have at all times the right of ingress to and egress from the LICENSED Premises. To ensure this right, AIRPORT shall make all reasonable efforts to keep adjacent areas to the LICENSED Premises free and clear of all hazards and obstructions, natural or manmade.

10. REPAIR AND MAINTENANCE

LICENSEE shall immediately inform the Airport Manager of any and all repairs to the tie-down space and tie-down devices the LICENSEE believes necessary or appropriate. LICENSEE shall maintain the tie-down space in good and neat appearance and in a safe condition at all times. LICENSEE, at its sole cost and expense, shall immediately repair any and all damage to the tie-down space caused or contributed to by LICENSEE, its agents, employees, and/or invitees. Upon termination of this LICENSE, LICENSEE shall return the tie-down space to the AIRPORT in substantially the same condition as the tie-down space existed at the commencement of this LICENSE, ordinary wear and tear expected.

11. RULES AND REGULATIONS

LICENSEE shall, at LICENSEE's sole cost and expense, comply with all of the requirements of all city, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to LICENSEE's use of the tie-down space, and shall faithfully observe in the use of the tie-down space all city and county ordinances and state and federal statutes and regulations, now in force or which may hereafter be in force.

12. RIGHT TO INSPECT

The AIRPORT and its authorized officers, agents, employees, volunteers, contractors, subcontractors and other representatives shall have the right to inspect the tie-down for business purposes, including, but not limited to the following purposes:

- A. To inspect the tie-down at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether LICENSEE has complied with or is complying with the terms and conditions of this LICENSE;

- B. To make repairs, additions or alterations as may be necessary or convenient for the conduct, safety, improvement or preservation of the airport;
- C. For emergency purposes; and
- D. In the exercise of city, county, state, or federal police power

No inspection by or on behalf of the AIRPORT of the tie-down space shall cause or constitute a termination of the License Agreement, or be deemed to constitute an interference with LICENSEE's use thereof.

13. SECURING AIRCRAFT/VEHICLE

LICENSEE shall be solely responsible for securing the aircraft or vehicle stored at the tie-down space.

14. FUELING

All self-fueling of aircraft shall be conducted within the applicable FAA rules and regulations, City, County, and State laws.

15. COMMERCIAL ACTIVITY

LICENSEE *shall not conduct any commercial aviation business or activity*, including but not limited to air charter services, air taxi, flight instruction, rental, aerial sightseeing for hire or other related commercial activity, on or at the tie-down space, or on or at the Santa Fe Municipal Airport, unless such activities are pursuant to a separate written agreement signed by both LICENSEE and the AIRPORT.

16. MAINTENANCE OF AIRCRAFT

LICENSEE shall not engage or use the service of a person for hire in connection with any aircraft work, maintenance or repair at the tie-down space. LICENSEE shall not perform major repair, maintenance work or, non-preventative maintenance on the aircraft at the tie-down space without prior written approval of Airport Manager. LICENSEE shall also not engage in commercial maintenance activities at the tie-down space. These provisions shall not limit the aircraft owner or pilot from performing routine, preventative maintenance on the aircraft as defined by 14 CFR Part §43. Any routine or preventative maintenance performed at the specified tie-down must be in compliance with all federal and state safety and environmental regulations, directives, policies and procedures. Under no circumstances shall LICENSEE perform the following activities:

- A. Application of flammable finishes (paint, dope, chemical stripping, epoxy, resin, etc.);

- B. Making, breaking or repairing any fuel system connections or components (carburetor, valves, lines, tanks, etc.);
- C. Painting the aircraft;
- D. Welding or storage of welding equipment; or
- E. Use open flames or other sources of ignition such as electric or fueled heaters.

17. PROHIBITED MATERIALS; NUISANCE PROHIBITED

LICENSEE shall not store or use combustible chemicals or materials at the tie-down space except as permitted by the Santa Fe Fire Department. LICENSEE shall not store, dispense or otherwise handle fuel, compressed gasses or other hazardous materials. LICENSEE shall properly dispose of all wastes and hazardous materials in a legal manner and in appropriate receptacles. LICENSEE shall not create a nuisance or perform any other act or thing which interferes with the quiet enjoyment of the airport by any other LICENSEE or tenant or member of the public. For purposes of this paragraph, hazardous materials include, but are not limited to: (A) Substances which are flammable, explosive, corrosive, radioactive, or toxic; (B) Those asbestos-containing materials defined and described in Environmental Protection Agency Report No. 56/5-85-024 (June 1985) whether or not friable, or any related or successor report, or other applicable government regulations defining or describing such materials; (C) Pesticides as defined by Section 136(u) of FIFRA (7 U.S.C. Section 136) as may be present in soil or groundwater; (D) "Hazardous wastes" as defined in Title 20, chapter 4 of the New Mexico Administrative Code, or as a chemical that is known to the State of New Mexico as a "toxic pollutant" under Title 20, chapter 6 of the New Mexico Administrative Code; and (E) Any material or substance defined hazardous materials, substances or waste, or toxic materials, substances or waste as those terms or similar terms are defined by any other federal, state or local law, rule, regulation, ordinance or order.

18. NO DAMAGE; COMPLIANCE WITH CODES

LICENSEE shall not by his/her own or his/her agents', employees' or invitees' actions cause any damage to the AIRPORT's property. The use of the tie-down space shall conform to all Airport rules, regulations, and local building and fire codes.

19. PROPELLER & ROTOR-BLADE BLAST

LICENSEE shall not run the engines of any aircraft with the propeller or rotor-blade blast directed in a manner that would cause harm to, or jeopardize the safety of any person, aircraft, building and or facility, or equipment at the airport. All engine run-ups shall be conducted only on runway run-up aprons.

20. TAXATION

The privileges granted in this LICENSE may be subject to taxation and/or assessment. In such event, LICENSEE shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City or any other tax assessment levying body upon the licensed premises and any improvements or fixtures located thereon. LICENSEE shall also pay all taxes, assessments, fees, and charges on all merchandise, fixtures, and equipment owned or used thereon.

21. AIRCRAFT

LICENSEE is the owner/lessee/authorized user of the aircraft referenced in Paragraph 1 of this LICENSE. LICENSEE shall supply proof of registration; lease or use agreement for the above listed aircraft to the Airport Manager prior to the commencement of the term of this LICENSE and shall subsequently provide such information to the Airport Manager upon request.

LICENSEE shall keep all operational aircraft maintained in accordance with FAA criteria and supply evidence of such maintenance to the Airport Manager upon request. Aircraft must be airworthy; if the aircraft is or becomes non-airworthy, upon request LICENSEE must provide the Airport Manager with a schedule showing when the aircraft will return to airworthy status. The AIRPORT reserves the right to terminate this LICENSE if non-airworthy status extends beyond three (3) months.

If LICENSEE ceases to own, lease, or be subject to a long term use agreement for the aircraft listed above, this LICENSE will terminate unless LICENSEE purchases, leases, or becomes subject to a long term use agreement for another aircraft within ninety (90) days from the cessation of ownership, leasehold or use of the aircraft listed above. Prior to the expiration of the ninety (90) day period, LICENSEE shall submit to the Airport Manager a copy of the registration, lease or use agreement for the new aircraft and shall update the information in this paragraph and Paragraph 1 of this LICENSE concerning the aircraft.

LICENSEE shall notify the AIRPORT in writing within ten (10) days of any change in aircraft ownership or substitution or addition of aircraft.

22. NOTICES

Any notices required to be given under this LICENSE shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the AIRPORT or LICENSEE. In lieu of a personal delivery, notices must be sent by United States mail, registered or certified, with return receipt requested, and addressed to the LICENSEE at the address referenced in Paragraph 1 of this LICENSE as licensee mailing address and to the AIRPORT as follows: City of Santa Fe, Attention Airport Manager, P.O. Box 909, 200 Lincoln Ave., Santa Fe, New Mexico 87504. In the event of personal service, notice shall be deemed given when personally served. In the event of service by mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mail

post box in the State of New Mexico, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. LICENSEE shall keep his/her current mailing address and telephone number on file with the Airport Manager during the term of this agreement and shall notify the Airport Manager in writing within fifteen (15) days of any change of address or telephone number.

23. ASSIGNMENT

This LICENSE is personal to LICENSEE and shall not be assigned, sublet or otherwise transferred in whole or in part to any other person or entity. A prohibited assignment, sublet or transfer of interest will be deemed to have occurred if:

- A. Payment of the LICENSE is made by any other person or entity, other than LICENSEE, without the prior written consent of the AIRPORT.
- B. An aircraft not owned, leased or under a long term use agreement by LICENSEE and properly registered is stored at the tie-down space without the prior written consent of the AIRPORT.

24. TERMINATION

This revocable license may be terminated by either the AIRPORT or LICENSEE upon thirty (30) days prior written notice to the other party.

25. BREACH OR DEFAULT OF LICENSE

The occurrence of any of the following shall constitute a breach or default of this LICENSE by LICENSEE:

- A. Failure to pay any fee due under this LICENSE when due, if the failure to pay continues for three (3) days after notice of the failure has been given to LICENSEE; and
- B. Except as otherwise specifically provided in this LICENSE, failure to perform any other provision of this LICENSE if the failure to perform is not cured within ten (10) days after notice of the failure has been given to LICENSEE. If the breach or default cannot be reasonably cured within ten (10) days, LICENSEE shall not be in breach or default of this LICENSE if LICENSEE commences to cure the breach or default within the ten (10) day period and diligently and in good faith continues to cure the default.

Notices given under this paragraph shall specify the alleged breach or default, and shall demand that LICENSEE perform the provisions of this LICENSE or pay the fee that is in arrears, as the case may be, within the applicable time period, or the LICENSE is terminated. No such notice shall be deemed a termination of this LICENSE unless the AIRPORT so elects in the notice. The AIRPORT, at any time after LICENSEE commits a breach or default of this LICENSE, can cure the breach

or default at LICENSEE's cost. If the AIRPORT, at any time, by reason of LICENSEE's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by the AIRPORT shall be due immediately from LICENSEE to the AIRPORT at the time the sum is paid, and if paid at a later date shall be subject to late fees and penalty charges as shown in the AIRPORT's then current Schedule of Fees. The sum, together with the late fees or penalty charges, shall be an additional fee owed to the AIRPORT pursuant to this LICENSE.

26. ATTORNEY'S FEES

In any dispute between the AIRPORT and LICENSEE, each party shall be responsible for his/her/its own attorney fees.

27. HEADINGS, REFERENCE, LAW AND JOINT AND SEVERAL LIABILITY

The titles and headings of the various sections of this LICENSE are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this LICENSE. Masculine and Feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This LICENSE shall be governed and construed in accordance with the law of the state of New Mexico. If either party consists of more than one person, each such person shall be jointly and severally liable.

28. APPROVAL BY CITY

This LICENSE form was approved by the City Council of the City of Santa Fe on 2014.

29. NO WAIVER

No waiver by a party of any provision of this LICENSE or of the regulations governing the use of the tie-down space shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this LICENSE or at law shall not prevent the exercise by that party of any other remedy provided in this LICENSE or at law.

30. NO PARTY DEEMED DRAFTER

In the event of a dispute between any of the parties hereto over the meaning of this LICENSE, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter shall not apply.

31. ENTIRE AGREEMENT

This LICENSE contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the tie-down space or any other matters connected therewith. All correspondence, memoranda, oral or written agreements pertaining to the tie-down space or the parties hereto, which originated before the date of this LICENSE are null, void and no longer in force and with no effect, and are replaced in total with this LICENSE unless otherwise expressly stated in this LICENSE. This LICENSE shall not be altered, amended, or modified except by a writing signed by the AIRPORT and LICENSEE.

32. DATE OF AGREEMENT

The date of this LICENSE shall be the date that it shall have been signed by the AIRPORT.

AIRPORT

Dated: _____ By: _____
Francey Jesson, Airport Manager

LICENSEE

Dated: _____ By: _____
By (printed name): _____

<https://www.aopa.org/Pilot-Resources/PIC-archive/Airports/Airport-Compliance-and-Improvement/AOPA-Online-Members-Only-Aviation-Subject-Report-Aircraft-Hangars/AOPA-Online-Members-Only-Guide-for-Hangar-Tie-down-Lease-Agreements.aspx>

Pilot Resources > PIC Archive > Airports > Airport Compliance and Improvement
> AOPA Online Members Only -- Aviation Subject Report -- Aircraft Hangars >
AOPA Online Members Only -- Guide for Hangar/Tie-down Lease Agreements



AOPA Online Members Only -- Guide for Hangar/Tie-down Lease Agreements

Guide for Hangar/Tie-down Lease Agreements

The following document has been provided as a guide in preparing and understanding a hangar/tie-down lease agreement. This agreement was not designed to address every issue, element, or contingency for these types of contractual matters. It contains sample language with corresponding notes that identify and explain the common issues for hangar/tie-down agreements. It also contains some alternative language, in *Italics*, that the parties may consider as they identify their respective needs and objectives. Nevertheless, we urge you not to simply copy this agreement and "fill in the blanks." When it comes to the leasing of a hangar or a tie-down space, there are financial and legal ramifications for both parties. Consequently, it would be worth the additional investment in having a qualified attorney draft the agreement in accordance with your applicable state law.

Hangar/Tie-down Lease Agreement

THIS AGREEMENT, is entered into this _____ day of _____,
_____, by and between _____, (the "Lessor"), a(n)
_____ [individual(s)/ corporation/partnership/LLC] whose
_____ [address is/principal office is located at]
_____; and _____, (the "Lessee"), a(n)
_____ [individual(s)/ corporation/partnership/LLC] whose
_____ [address is/principal office is located at]
_____:

Note: The "Lessor" is the party that owns/controls the hangar/tie-down and the "Lessee" is the party that owns the aircraft and wishes to lease the hangar/tie-down.

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

10. Airport Rules and Regulations. Lessee agrees to comply with the

Airport Rules and Regulations. Lessee will receive written notice of any change to the rules and regulations _____ days prior to their effective date.

Note: Typically, the airport rules and regulations will cover issues such as aircraft washing, self-fueling, storage of non-aviation vehicles in hangars, and conduct of commercial activities. It is suggested that a copy of the airport rules and regulations be attached to the lease agreement.

11. Surrender of Possession. On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Except as otherwise provided in this agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this agreement, however, the Lessee shall be responsible for any damage caused by such removal.

Note: The Lessor may want to insert the following language at the end of this clause: Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination of this agreement, shall vest in Lessor.

12. Liability of Parties. Lessor and Lessee shall each be responsible for its own negligence or willful misconduct.

OR

The Lessee shall indemnify the Lessor for injury or property damage claims made against Lessor that were caused by the negligence or willful misconduct of the Lessee [its agents, employees, guests]. The Lessor shall indemnify the Lessee for injury or property damage claims made against Lessee that were caused by the negligence or willful misconduct of the Lessor [its agents, employees, guests].

OR

The Lessee shall indemnify the Lessor for any claims made against Lessor that were caused by the Lessee's breach of this agreement. The Lessor shall indemnify the Lessee for any claims made against Lessee that were caused by the Lessor's breach of this agreement.

Note: These types of clauses, which are sometimes referred to as indemnification clauses, create potential problems, especially for the indemnitor (the party that agrees to indemnify or protect the other party) in that it exposes them to liability for which they may not have any insurance coverage. In other words, the indemnitor's liability insurance policy may not provide coverage for liability that the indemnitor assumes by contract or agreement. Also, the indemnification clause will sometimes include hold harmless language, which is a statement where one party agrees not to hold the other party liable for injuries or damages. If one of the parties agrees to indemnify or hold the other harmless,

they should check with their insurance carrier to verify if such language will compromise their insurance coverage or if coverage is available to them for the exposure.

13. Insurance. Lessee shall maintain liability insurance on the Aircraft. [Prior to] OR [Within _____ days after] the effective date of this agreement, the Lessee shall provide Lessor with a certificate showing proof of such insurance along with a _____ day notice of cancellation. Lessee shall notify Lessor of any change in the insurance coverage and will do so [at least _____ days prior to the] OR [within _____ days after] effective date of the change.

Note: Sometimes the Lessor may require the Lessee to carry liability insurance on the hangar or tie-down. This is usually not a problem because the Lessee's aircraft insurance company should be able to extend the aircraft insurance policy's liability coverage to the hangar or tie-down at little or no cost to the Lessee. Therefore, if the Lessor requires the Lessee to carry liability insurance on the Leased Premises, the Lessee should discuss this matter with their aircraft insurance company. The Lessor may also require that they be added as an additional insured with respect to the Lessee's insurance policy. The Lessee should be aware of the fact that adding the Lessor as an additional insured potentially reduces their liability coverage if claims are made against both Lessor and Lessee. Also, if the Lessor requires more than 10 days notice of cancellation on the certificate of insurance, both parties should be aware of the fact that insurance companies will typically provide only 10 days notice of cancellation for nonpayment of premium. Consequently, it may be best to specify a 10-day notice of cancellation on the certificate of insurance.

14. Inspection. The Lessor may, with prior notice to the Lessee, enter and inspect the Leased Premises for the purpose of ensuring Lessee's compliance with its obligations under this agreement. Lessor will be held responsible for any theft or damage to Lessee's property should the Lessor fail to properly secure the Leased Premises upon completion of the inspection. In the event of an emergency, the Lessor may enter the Leased Premises without prior notice to Lessee.

Note: This paragraph would only apply to hangar leases.

15. Maintenance on Aircraft. Pursuant to FAA Order 5190.6A, Airport Compliance Requirements, the Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. Lessee will dispose of used oil only in approved receptacles designated by the _____ (Lessor or _____ airport authority). At no time shall the Lessee's aircraft engine(s) be started within the Leased Premises.

Note: The last sentence only applies to hangar leases.

16. Storage of Hazardous Materials. Hazardous materials, as defined by the _____ State EPA, shall not be stored in/on the Leased Premises, unless they are stored in accordance with the _____ State EPA rules and regulations and local fire codes.

Note: The Lessor may opt to include some provision which would require the Lessee to cover the cost of cleaning up any hazmat spill on the Leased Premises if the spill was caused by the negligence or willful misconduct of the Lessee, its agents, employees, or guests.

17. Taxes. Lessor shall pay any and all taxes or special assessments that may be levied or assessed against the Leased Premises.

Note: There are some states in which the Lessee may be assessed a tax based upon their possessory interest in the property (e.g. hangar, tie-down space). If that's applicable, the agreement should be amended to include Lessee's tax liability.

18. Assignment and Subletting. This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee. The Lessee may not sublet the Leased Premises without the written consent of the Lessor and such consent shall not be unreasonably withheld.

19. Notice. All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within _____ days after the change.

20. Governing Law. This agreement is a contract executed under and to be construed under the laws of the State of _____.

21. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

OR

In the event any action is filed in relation to this agreement, each party shall be responsible for his/her/its own attorney's fees.

22. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

23. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

24. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

25. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

26. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LESSOR

LESSEE



Boulder City Municipal Airport Tie-Down License Agreement



LICENSEE'S INFORMATION

Name: _____

BILLING ADDRESS

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

E-mail Address: _____

MAILING ADDRESS (Complete only if different from Billing Address)

Street Address: _____

City, State, Zip: _____

In Case of an Emergency – if you are unavailable

Contact: _____ Phone: _____

Aircraft Information – Limited to One Aircraft per Tie-Down

Registration No.: N _____

Aircraft Model: _____

Aircraft Legal Owner & Address: _____

This LICENSE is made and entered into between the AIRPORT and LICENSEE, subject to the following terms, conditions, and provisions:

SECTION 1. LICENSE

The term of this Agreement will commence on _____, 20____ and will continue on a month-to-

month basis for tie down space no. _____, for the aircraft listed in the "Aircraft Information" section above. No other aircraft other than the one designated above may occupy the Tie-Down Space under this

- 1 -

Boulder City Municipal Airport, 1201 Airport Road, Suite 200, Boulder City, NV 89005

Phone: 702-293-9405 Fax: 702-293-6242

www.flybouldercity.com

FORM ARPT-001

License Agreement. Either party may terminate this Agreement, for any reason upon providing thirty (30) days written notice.

1. All notices and other communications under this Agreement shall be in writing and shall be delivered to: Boulder City Municipal Airport, Airport Manager, 1201 Airport Road, Suite 200, Boulder City, NV 89005.
2. Rent in the amount of \$_____ per quarter due on the 1st day of the 1st month of each new quarter. Renter agrees to pay rent with or without demand or prior notice from the City of Boulder City. Partial months will be billed at the current daily rate for single engine and multi-engine aircraft. In the event the Renter is delinquent in paying rent for a period of more than ten (10) days or more the City of Boulder City will be entitled to, and the Renter shall pay to the City of Boulder City, interest at the rate of ten percent (10%) per month on all amounts unpaid. If the Renter becomes delinquent more than ninety (90) days the City of Boulder City reserves the right to place an aircraft lien on the aircraft to satisfy all debt owed to the City of Boulder City.
3. Renter hereby agrees to be bound by all Boulder City Airport Rules and Regulations, Airport Ground Operations Program, Nevada Revised Statutes, or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, all environmental laws, and will immediately, upon request, verify compliance to any such requirement. Renter must adhere to the Airport Rules and Regulations and Airport Ground Operations Program as may be amended from time to time. Renter agrees to be subject to any fines and/or administrative assessment or penalties resulting from violations of any Airport Rules and Regulations Airport Ground Operations Program. Renter will keep current municipal, state, or federal licenses or permits.
4. Renter shall not conduct any commercial aviation operation or business, including but not limited to air charter services, air taxi, flight instruction, rental, aerial sightseeing for hire or other related commercial activity. Unless prior written approval is received from the Airport Manager.
5. Parking of a personal vehicle is permitted in the North Tie-Down Area within the Renter's assigned Tie-Down space only. No vehicles are permitted to drive or park on the City Terminal Ramp.
6. Aircraft shall be securely tied down or chained to the points associated with the Tie-Down Space at all times when not in use. The Renter assumes all risk and responsibility in connection with its use of any and all tie down mechanisms utilized to secure the Aircraft. Renter shall have complete responsibility for securing the Aircraft.
7. Renter agrees to hold The City of Boulder City and its employees harmless from and against any claims, expenses, damage, or liability for injury or damage or loss of person or property including damage or loss to the Aircraft resulting from The City of Boulder City and its employees securing of the Aircraft as a courtesy to the Renter or when such security is necessary or due to inclement weather conditions. City of Boulder City shall not be liable for injury or damage to person or property occurring on or about the Tie-Down Area including damage or loss to the Aircraft while parked in the Tie-Down Area unless solely caused by the negligence of the City of Boulder City.
8. Storage of aircraft equipment, tools, supplies and parts is not permitted in the Tie-Down Space.
9. During all times this Agreement is in effect the Renter shall obtain and keep in force general liability insurance and property damage liability insurance on the Aircraft listed in this agreement with limits no less than \$1,000,000 bodily injury per person, bodily injury per occurrence, property damage, and liability per each passenger seat. City of Boulder City reserves the right, upon thirty (30) days written notice to the Renter, to increase the foregoing coverage limits. All insurance requirements herein shall name the City of

Boulder City, Its Officers, Employees, and Volunteers as an additional insured on any Aircraft Liability insurance intended for protection under this Agreement. The Renter shall provide written evidence of adequate insurance at the signing of this Agreement. In addition, the Renter agrees to require its insurance carrier to provide thirty (30) day prior notice of cancellation, termination, or modification of the Renters policy.

10. Aircraft owner maintenance will be permitted under FAR Part 43, Appendix A, Paragraph C. Any maintenance or repair on the Aircraft which involves fuel, lubricants, chemicals, or other foreign substances, an absorbent pad must be utilized to avoid coming in contact with airport pavement or grounds, and all such substances shall be disposed of properly. Renter shall be fully and exclusively responsible for the proper and lawful handling and disposal of all waste generated by such maintenance activities.
11. Aircraft cleaning in the Renter's Tie-Down Space must be a "dry" method that does not produce any wastewater run-off.
12. Any use of the Tie-Down Space other than expressly provided in this Agreement, is prohibited, including, but not limited to, the following activities:
 - A. The performance of maintenance activities by anyone which involves the use of hazardous or toxic materials
 - B. The parking of any other aircraft other than the Aircraft specifically authorized by this Agreement
 - C. Storage of anything other than the Aircraft or vehicle while aircraft is in use.
 - D. The storage of tools, supplies, or parts.
 - E. Renting or subleasing the Tie-Down Space
 - F. The keeping of any animal or pet of any kind, or any human residential habitation.
13. The City of Boulder City reserves the right to re-determine the rates and fees at anytime. The Renter will be notified of such adjustments in writing thirty (30) days prior implementing.

I hereby certify that all the information provided on this Tie-Down Agreement is true, complete, and correct and provided in good faith. I understand that a knowing and willful false statement on this application will result in automatically terminate of this Agreement. I hereby certify that I will comply with the Terms and Conditions of the Tie-Down Agreement as well as the Boulder City Municipal Airport Rules and Regulations and Airport Ground Operations Program. I understand that failure to comply with any of the terms, condition or rules may result in termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the day and year first above written.

CITY OF BOULDER CITY, NEVADA

(CORPORATION, PARTNERSHIP OR INDIVIDUAL NAME)

Printed Name

Printed Name

Signature

Signature

ERROR: ioerror
OFFENDING COMMAND: status

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**METROPOLITAN OAKLAND INTERNATIONAL AIRPORT
APPLICATION AND AGREEMENT FOR ASSIGNED RAMP OR TIEDOWN SPACE**

PORT-A-PORT OWNER _____	PORT-A-PORT OCCUPANT AND AIRCRAFT OWNER _____	AIRCRAFT MAKE _____
HOME ADDRESS _____	_____	MODEL _____
CITY/ZIP _____	_____	YEAR _____
BILLING ADDRESS _____	_____	N _____
HOME PHONE () _____	Mobile () _____	ACCT. # _____
BUSINESS PHONE() _____		

Port-A-Port Model _____ I.D. No. _____ @ _____ Sq. Ft. Requires _____ Sq. Ft/ Ramp Space _____

I hereby make _____ / do not make _____ (check one) application to the Port of Oakland ("Port") for use of Assigned Airport Ramp Space for the above-referenced Port-A-Port and Aircraft on the Metropolitan Oakland International Airport ("Airport"), the location of which shall be Building Space _____. If this is not an application for use of Assigned Airport Ramp Space, then all references in this agreement to the Port-A-Port and to the Port-A-Port Occupant (but not to the Aircraft Owner) shall be deemed deleted from this agreement.

I hereby make _____ / do not make _____ (check one) application to the Port for use of Tiedown Space for the above-referenced Aircraft at the Airport, the location of which shall be Space _____. If this is an application for use of Tie Down Space, then I agree that any aircraft located on the Assigned Space (as hereafter defined) shall be firmly secured to the ground when left unattended, and that I or the Owner of such aircraft shall be responsible for tying down such aircraft.

Accompanying this application is \$ _____ for Assigned Airport Ramp or Tiedown Space (hereafter "Assigned Space") storage charges for the first month of occupancy, and \$ _____ as a security deposit which shall be refunded, without interest, within sixty (60) days after the termination of this agreement, less any and all outstanding charges and any other amount owed by me to the Port. I agree to pay all assigned ramp or tie down space charges (as applicable) provided by applicable ordinances of the Port, and that upon termination of this agreement, these monthly charges will not be prorated. I agree to abide by all present and future federal, state and local environmental and other statutes, ordinances and regulations and Port ordinances (collectively, "Laws") applicable to me, the Assigned Space, the Port-A-Port or my activities on the Airport, and all rules, regulations and policies of the Port, including, without limitation, all safety, security and operations directives of the Port's Director of Aviation or his or her designee, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport or the use of facilities at the Airport (collectively, the "Airport Rules, Policies and Regulations"). I further agree, understand, and acknowledge as follows:

1. That any Assigned Space assigned to me will be for use only by the Port-A-Port Occupant and Aircraft Owner described above, and except as otherwise expressly permitted in this paragraph 1 and in paragraph 2 below, no other assignment or sublet use of said space will be made without the prior written consent of the Port's Assistant Director of Aviation or his or her designee ("Assistant Director of Aviation"). If the Port-A-Port Occupant and Aircraft Owner disposes of the above Aircraft, I agree to notify the Assistant Director of Aviation in writing of such fact within 30 days of such disposal, together with the name of the new Port-A-Port

Occupant and Aircraft Owner and make, model and FAA registration number of the new aircraft to be stored on said space, and after such written notice has been given, references in this agreement to the Port-A-Port Occupant and Aircraft Owner and Aircraft shall refer to the new Port-A-Port Occupant and Aircraft Owner and Aircraft.

I represent and warrant to Port that the aircraft described above has a current certificate of airworthiness issued by the Federal Aviation Administration, and that a copy of such certificate and the log book entries of a current and passed annual inspection or progressive maintenance system were provided to Port prior to my execution of this agreement. I agree that any aircraft in the Assigned Space shall be maintained in airworthy condition and in compliance with all applicable Laws.

2. That I shall not use or permit the Assigned Space to be used in whole or in part for the carrying out of any Commercial (as hereafter defined) enterprise or activity on the Airport. As used herein, "Commercial" shall mean that which relates to the exchange, trading, buying, hiring or selling of commercial goods, services or tangible or intangible property of any kind, or any revenue-producing activity on the Airport. I hereby agree that said Assigned Space shall be used exclusively as space for the storage and maintenance of the Aircraft identified above, and for no other purposes. I agree that no major repairs shall be performed on said Aircraft on the Assigned Space, and said Aircraft may not be disassembled on the Assigned Space. Such major repairs or disassembly may only be performed on areas of the Airport designated by the Assistant Director of Aviation. The Port-A-Port Owner may, on written notice to Port, sublet to the person or entity owning a controlling interest in the Aircraft identified above.

3. That I will not make any physical alterations or displace or relocate my Port-A-Port on the Airport without the prior written consent of the Assistant Director of Aviation. Upon the termination of my occupancy of the Assigned Space I will surrender such space to the Port in the same condition it was in prior to the commencement of the term of this agreement.

4. That I will not at any time store any parts or materials outside of my Port-A-Port, nor inflammable or combustible material inside my Port-A-Port except that which is permitted by all applicable Laws and the Airport Rules, Policies and Regulations, and is required for maintenance of the above-described Aircraft and that I will provide and maintain on the Assigned Space fire extinguishers and other portable fire fighting and emergency equipment of such number, type and material as may be prescribed from time to time by the Airport Rules, Policies and Regulations, the Fire Prevention Bureau of the City of Oakland, or other governmental authority having jurisdiction.

5. That I will at all times keep the Assigned Space and my Port-A-Port in a neat, clean and orderly condition and shall maintain the Assigned Space and my Port-A-Port free of any refuse or waste material which present an unattractive appearance or might constitute a fire hazard. If I fail to maintain the Assigned Space and my Port-A-Port in such condition, the Port shall have the option to restore the Assigned Space and my Port-A-Port to a neat, clean and orderly condition and I shall immediately reimburse the Port for the cost thereof. The performance of such restoration of the Assigned Space and my Port-A-Port by the Port shall in no event waive my duty to keep the Assigned Space and my Port-A-Port in the condition herein provided.

6. That my occupancy of the Assigned Space is on a calendar month basis, and that storage charges are payable in advance on the first day of each month and become delinquent if not paid by the 10th day of the month.

7. That I shall take whatever steps are reasonably necessary to prevent or deter persons and vehicles that I allow on the Airport from unauthorized access to aprons, taxiways, runways or other restricted air operation areas of the Airport, from the Assigned Space, or from any other area or through any entryway over which I have at least temporary control. I shall at all times exercise control over and assume responsibility and liability for any person or vehicle admitted by me into any area with access to the air operations area of the Airport. I shall not enter or allow the entrance of others to said restricted areas without first having secured all necessary personnel badges and vehicle ramp permits pursuant to the Airport Rules, Policies and Regulations.

8. That all Airport I.D. Security Badges issued to me or any user of the Assigned Space are and shall remain the property of the Port and upon termination of this agreement shall be returned to the Port. Failure to return all issued badge(s) upon the termination of this agreement shall subject me to the Port's then current charges for lost Airport I.D. Security Badge(s). Misuse of the Airport I.D. Security Badge(s) shall be a material breach of this agreement. I agree to cure any such breach promptly by regaining possession of the Airport I.D. Security Badge(s) and terminate occupancy and use of person(s) responsible for this breach.

9. I hereby give and grant to the Port a lien upon my Assigned Space and my Port-A-Port and the contents thereof for storage and any other charges owed by me to the Port. The Port may remove from the Assigned Space and any Port-A-Port and relocate any aircraft and/or personal property(s) for non-payment and lock and exclude me from the use or possession of said Assigned Space and Port-A-Port if storage or other charges are not paid by me by the 30th day following the date of invoice billing. I further covenant and agree to hold the Port harmless for said removal and storage of any and all property in accordance with Paragraph 14 below. I further covenant and agree to permit the Port or its agents to dispose of any and all personal property remaining on the Airport after abandonment in accordance with California Civil Code, Section 1980, at seq. This section shall also apply where this agreement has been terminated by either party pursuant to paragraph 12 below, it being acknowledged by me that the Port may notify me of the abandonment of such property in accordance with Section 1951.3 et seq. of the California Civil Code.

10. That Port may reassign me to other airport ramp space for storage of my privately owned Port-A-Port or to other airport tie down space, as applicable, upon thirty (30) days prior written notice. It is agreed that my failure to remove my Port-A-Port from the Assigned Space in accordance with the requirements of this paragraph shall be deemed a material breach by me of this agreement.

11. That I grant the Port, City of Oakland's Fire Inspector(s) and Alameda County Tax Assessor/Appraiser(s) the right of reasonable entry (upon at least 3 days notice, except in an emergency when no notice shall be required) onto the Assigned Space and into my Port-A-Port for the purpose of inspections (i.e., contract compliance, fire prevention, personal property appraisal and hangar repairs and/or maintenance). The Port-A-Port Occupant and Aircraft Owner and I understand and agree that no portable power sources shall be used in the Assigned Space.

12. That the term of this agreement shall commence on the Date of Commencement of Term set forth below, and that this agreement may be terminated by either party by giving the other party at least thirty (30) days prior written notice, except in the event of my failure to pay storage or other charges when due, or my violation of any of the other terms of this agreement, in which event the Port need give me only three (3) days prior written notice.

13. That I am responsible for all reasonable costs of storage or removal of personal property that remains on the Assigned Space upon the termination of this agreement. That property will be released to me only after I pay to the Port the reasonable costs of removal and/or storage within the time required by law. I will, upon the termination of this agreement, quit and surrender the Assigned Space in the same condition that it was in prior to the commencement of the term of this agreement. I will pay for any repairs required, and the Port may use any portion of my security deposit and/or charge to my account the cost of any repairs to said premises required to restore said premises to its prior condition.

14. That the Board of Port Commissioners of the City of Oakland, and the Port's officers, agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injuries to or death of any person or persons or damages to or loss or theft of property of any kind whatsoever, whether my person or property or the person or property of my agents or employees, or third persons, from any cause whatsoever while in or upon the Airport or the Assigned Space, or any part thereof, during the term of this agreement arising out of or occasioned by any occupancy or use of the Assigned Space or the Port-A-Port or out of any activity carried on by me or the Port-A-Port Occupant and Aircraft Owner in connection therewith, and I hereby covenant and agree to indemnify and save harmless the Board of Port Commissioners and the Port's officers, agents and employees from all liabilities, charges, expenses (including counsel fees), damages and costs on account or by reason of (i) any such injuries, deaths, liabilities, claims, suits or losses however occurring, or (ii) any breach of this agreement by me or the Port-A-Port Occupant and Aircraft Owner. However, this Paragraph 14 shall not apply to injuries or death, liabilities, claims, suits or losses caused solely by the gross negligence or willful misconduct of the Port or its agents, officers or employees. My obligations under this paragraph arising out of acts or omissions that occurred during the term of this agreement shall survive the termination of this agreement.

15. That I shall maintain or cause the Port-A-Port Occupant and Aircraft Owner to maintain in force during the term of this agreement Comprehensive Bodily Injury and Property Damage Liability Insurance with limits, coverages, deductibles and conditions not less than specified by the Port and set forth on Attachment "A" to the agreement, which is incorporated herein by this reference. A certificate or certificates evidencing such insurance coverage shall be provided to the Port prior to the Port's execution of this agreement.

16. That a property interest may be created by this agreement, which interest may be subject to property taxation, and I or the Port-A-Port Occupant and Aircraft Owner may be subject to the payment of property taxes levied on such interest. If the taxing authority assesses me or the Port-A-Port Occupant and Aircraft Owner a possessory interest tax with respect to any tax year any portion of which is included in the term of this agreement, then I shall be responsible for paying or for causing the Port-A-Port Occupant and Aircraft Owner to pay the entire annual possessory interest tax without deduction or pro ration, notwithstanding the termination of this agreement prior to the close of the tax year. I acknowledge that the foregoing constitutes a sufficient statement in accordance with the requirements of Section 107.6 of the California Revenue and Taxation Code.

I shall pay or cause the Port-A-Port Occupant and Aircraft Owner to pay all lawful taxes, assessments or charges which at any time may become a lien or be levied by any federal, state, county, city or any tax assessment levying body upon any interest in this agreement or any possessor right which I or such Port-A-Port Occupant and Aircraft Owner may have in or to the Assigned Space or Port-A-Port by reason of my or such occupant's use or occupancy thereof or

otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by me or such occupant in or about said premises.

17. That in any legal action brought by either party to enforce the terms of this agreement the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorney's fees, at trial and in any appeal.

18. That monthly storage charges or other sum that remains due and unpaid under the terms of this agreement for a period of ten (10) days after it becomes due and payable shall be subject to a delinquency charge, for violation of this agreement of twenty-five dollars (\$25.00), plus a sum equal to *five* one-hundredths of one percent (.05%) of said storage charges or other sum per day for each day from the date such storage charges or such other sum became due and payable until payment of said storage charges or said other sum has been received by the Port. Unpaid delinquency charges that accrue shall be compounded monthly. At the option and sole discretion of the Port, the Port may apply any monies received on the Assigned Space first to any accrued delinquency charges and then to any other storage charges or other sum then due. The delinquency charges provided by this paragraph are in addition to all other remedies provided to the Port by this agreement or otherwise by law to enforce payment of any storage charges or other sum that has become due and has not been paid.

19. I agree that I will not bring any "Toxic Materials" (as hereafter defined in this paragraph 19) onto the Airport, except for Exempted Toxic Materials (as hereafter defined in this paragraph 19), if any, which I agree to use and store in compliance with all applicable Laws and the Airport Rules, Policies and Regulations. As used herein, "Toxic Materials" shall mean (i) substances that are toxic, corrosive, reactive or ignitable, (ii) petroleum products, crude oil (or any fraction thereof) and their derivatives; (iii) explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related hazardous materials; (iv) noxious fumes, vapors, soot or smoke; and (v) substances which now or in the future are defined by applicable local, state or federal law as "hazardous substances," "hazardous materials," "hazardous wastes," "reproductive toxins," or "toxic substances," "pollutants" or "waste" or are regulated under applicable Laws. As used herein, "Exempted Toxic Materials" shall only mean gasoline and oil stored in the fuel tanks and engine of the aircraft that is authorized by this Agreement to use the Assigned Space; provided, however, that Exempted Toxic Materials shall lose their exemption and shall be treated as Toxic Materials in the event of any spilling, leaking, pumping, pouring, emitting, emptying, discharging, infecting, escaping, leaching, dumping or disposing into the environment.

20. That this agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to the principles of conflict of laws).

21. That my notice address under this agreement is:

My Fax Number or
e-mail address is: _____

Any notice to me shall be deemed given on receipt if delivered in hand or transmitted by Fax or electronic transmission or three (3) days after mailing if mailed by U.S. Certified Mail, Return Receipt Requested Postage Prepaid.

22. I recognize that Port is required to comply with the security mandates of the Department of Transportation, the Federal Aviation Administration, the Transportation Security Administration, the Department of Homeland Security, and with other governmental and administrative rules and regulations relating to airports. Any procedures determined by Port to be applicable to this agreement in order for Port to comply with the foregoing will be furnished to me in writing, and delivered by facsimile transmission, confirmed by mail, to me at my notice address provided in paragraph 21 above. I shall be responsible for full compliance by the Port-A-Port Occupant and Aircraft Owner and me with all procedures delivered by facsimile transmission to me. Such procedures are subject to change without notice other than delivery thereof to me, as provided for above. I shall reimburse Port, within fifteen (15) days from receipt of Port's invoice, and documentation showing that payment of any civil penalty or fine is my responsibility hereunder, the amount of such civil penalty or fine that may be assessed against Port by any governmental agency for any violation of applicable security rules or regulations which arises out of my failure or the failure of the Port-A-Port Occupant and Aircraft Owner or my agents, employees, representatives and permitted sublicensees and assignees to comply with all applicable Laws or the provisions of this paragraph. In such event, Port shall also have all of its other rights and remedies provided in this agreement and arising at law or in equity. My obligations under this paragraph arising out of acts or omissions that occurred during the term of this agreement shall survive the termination of this agreement.

23. That I acknowledge and agree that my right to use the Assigned Space shall not be exclusive and, to the extent permitted by the provisions of the Port's existing or future agreements with the United States of America granting federal funds for the development of the Airport, shall be a non-exclusive preferential right (as hereinafter defined). "Nonexclusive preferential right" means that the Assistant Director of Aviation may permit the use of the Assigned Space by members of the general public so long as such use does not unreasonably interfere with my use of the Assigned Space.

24. That I hereby acknowledge receipt of Attachments "A" and "B" to this agreement and I agree to the terms of such Attachments. References in these attachments to "Permittee" shall mean me.

WAIVER OF JURY TRIAL

TO THE FULLEST EXTENT PERMITTED BY LAW, PORT AND I DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS AGREEMENT.

DATE _____

APPLICANT'S SIGNATURE _____

ASSIGNED AIRPORT RAMP IN BUILDING SPACE _____ OR TIEDOWN SPACE IN SPACE _____; _____ SQ. FT. \$ _____ RATE;

DATE OF COMMENCEMENT OF TERM _____

APPROVED _____

NORTH FIELD ADMINISTRATION

PAYMENT BREAKDOWN:

APPROVED

First Month's Storage Charges

\$ _____

Security Deposit

\$ _____

This _____ day of _____, 20____

Total:

\$ _____

Audrey Forte, Insurance Analyst
Airport Risk Transfer Unit

FORM G

**ATTACHMENT "A"
INSTRUCTIONS**

Certificate of Insurance for Aircraft
For North Field Ramp Permits

Please be sure your Certificate of Insurance reflects evidence that the following insurance items/ coverages are in effect:

1. AIRCRAFT LIABILITY: **\$100,000/300,000/ 100,000 minimum**
2. PORT OF OAKLAND/OAKLAND AIRPORT named as additional insured BY ENDORSEMENT
3. CROSS-LIABILITY ENDORSEMENT
4. FIRM, NOT CONDITIONAL, 30-DAY NOTICE OF CANCELLATION
5. DESCRIPTION OF THE VEHICLE(S) INSURED
ORIGINAL SIGNATURE (from your Insurance Agent or Representative is required by Risk Management Department on the Certificate of Insurance and the Additional Insured Endorsement.
6. IMPORTANT: To avoid any inconvenience or delay in the approval of your vehicle agreement, please be sure your Certificate of Insurance reflects coverage of all five of the above requirements before sending it to the following address:

**Port of Oakland/ Oakland International Airport
ATTN: Risk Transfer Office
One Airport Drive, Box 45
Oakland, CA 94621**

7. Should you or your insurance broker have any questions pertaining to the insurance requirements listed above, please contact;

**Audrey Forte-Green, Insurance Analyst
Airport Risk Transfer Office
510.563.3631 (office)
510.636.0626 (fax)**

Please direct all other questions regarding the application or agreement and return the completed application & agreement (with proper signatures) to operate a vehicle at Oakland International Airport to:

**Misi Pulu
Airport Properties Department
9532 Earhart Road, Suite 201
Oakland, CA 94621
510.563.3696 (office)
510.636.1216 (fax)**

ATTACHMENT "A-2"
INSTRUCTIONS

*Certificate of Insurance for General Liability
For Privately Owned Port-o-Port Tenants*

Please be sure your Certificate of Insurance reflects evidence that the following insurance items/coverages are in effect:

1. GENERAL LIABILITY: \$1 million, including Contractual Liability
2. PORT OF OAKLAND / OAKLAND INTERNATIONAL AIRPORT named as additional insured BY ENDORSEMENT
3. CROSS-LIABILITY ENDORSEMENT
4. FIRM, NOT CONDITIONAL, 30-DAY NOTICE OF CANCELLATION
5. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY
6. INSURED'S NAME AND SPACE NUMBER OF THE PORT-A-PORT
7. ORIGINAL SIGNATURE (from your Agent or Insurance Representative is required by Risk Management Department on the Certificate of Insurance and the Accitional Insured Endorsement.
8. IMPORTANT: To avoid any inconvenience or delay in the approval of Port-o-Port agreement, please be sure your Certificate of Insurance reflects coverage of all seven of the above requirements before sending it to the following address:

**Port of Oakland / Oakland International Airport
ATTN: Risk Transfer Office
One Airport Drive, Box 45
Oakland, CA 94621**

9. Should you or your insurance company representative have any questions pertaining to the insurance requirements listed above, please contact:

**Audrey Forte-Green, Insurance Analyst
Airport Risk Transfer Office
510.563.3631 (office)
510.636.0626 (fax)**

Please direct all other questions regarding the application or agreement and return the completed application and agreement (with proper signatures) to rent Port-o-Port space at Oakland International Airport to:

**Misi Pulu
Oakland International Airport
Airport Properties Department
9532 Earhart Road, Suite 201
Oakland, CA 94621
510.563.3696 (office)
510.636.1216 (fax)**

ATTACHMENT "B"
DISCRIMINATION NOT PERMITTED

1. Compliance with Regulations.

(a) The Permittee shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, 'DOT') Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(b) Nondiscrimination. The Permittee, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, creed, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Permittee shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Permittee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Permittee of the Permittee's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports. The Permittee shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Permittee is in the exclusive possession of another who fails or refuses to furnish this information, the Permittee shall so certify to the Port or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

2. The Permittee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Assigned Space described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

3. The Permittee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
- (ii) that in the construction of any improvements on, over, or under such Assigned Space and the

furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (iii) that the Permittee shall use the Assigned Space in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21. Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

4. The Permittee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Permittee during the term of this agreement.

5. In furtherance of Port's long standing policy to insure that equal employment opportunity is achieved and nondiscrimination is guaranteed in all Port related activities, Permittee for itself and its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree with respect to Permittee's activities upon the Assigned Space and as a covenant running with the land:

(a) That Permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status. Permittee shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Port's Equal Opportunity Employment Officer setting forth the provisions of this paragraph;

(b) That Permittee shall, in all solicitations or advertisements for employees placed by or on behalf of Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status;

(c) That Permittee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Port's Equal Opportunity Employment Officer, advising the labor union or workers' representative of the Permittee's commitments under this paragraph, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) That Permittee shall not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, actual or perceived sexual orientation, age, national origin, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status in furnishing, or by refusing to furnish, to such person or persons the use of any public facility upon the Assigned Space, including any and all services, privileges, accommodations, and activities provided thereby;

(e) That Permittee shall maintain work force records showing male, female and minority employees by job category and similar information with respect to new hires and shall permit the Port's Equal Opportunity Employment Officer to inspect such records at all reasonable times and not less than annually and shall submit a summary of such information annually on a form provided by the Port;

(f) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans with Disabilities Act of 1990, or veterans status, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

(g) That Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, as issued on February 7, 1980, or as subsequently amended by the United States Department of Transportation, Federal Aviation Administration. Permittee further assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Permittee assures that it will require that its covered suborganizations provide assurances to Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect; and

(h) Permittee agrees that it shall not discriminate against any professional service or vendor because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status; and that the Permittee shall, in all solicitations or advertisements placed by or on behalf of Permittee, for professional services, vendors or contractors, state that all qualified bidders will receive consideration on merit, without regard to race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status.

6. That Permittee's noncompliance with any of the provision of this Attachment "B" shall constitute a material breach of this agreement. In the event of a breach of any of the above stated nondiscrimination and affirmative action covenants, the Port or the United States shall have the right to consider but not be limited to the following:

(a) Withholding of payments to Permittee under this agreement until the Permittee complies; or

(b) The Port may terminate this agreement and re enter and possess the Assigned Space and the facilities thereon, and hold the same as if this agreement had never been made, without liability therefor; or

(c) The Port or the United States may seek judicial enforcement or said covenants.

7. Should the Permittee authorize another person, with Port's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Permittee shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this Attachment "B". Permittee shall furnish the original or a true copy of such agreement to Port. Port may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Permittee agrees that it will adopt any such requirement as a part of this agreement.

8. If Permittee shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Permittee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

TIE-DOWN LICENSE AGREEMENT

THIS LICENSE AGREEMENT is by and between the CITY OF REDDING, a Municipal Corporation (hereinafter referred to as the "CITY"), and the person referenced in Paragraph 1 of this License Agreement as the Licensee (hereinafter referred to as the "LICENSEE"):

1. GENERAL INFORMATION FOR LICENSE.

(PLEASE PRINT)

LICENSEE NAME:				
LICENSEE NUMBERS:				
HOME	WORK	CELL	EMAIL	
LICENSEE MAILING ADDRESS:				
LICENSEE BILLING ADDRESS:				
PERSON TO CONTACT IN AN EMERGENCY:			TELEPHONE:	
PILOT NAME:			TYPE:	LICENSE #
AIRCRAFT MAKE AND MODEL:				REG. #
NAME(S) OF REGISTERED OWNER(S) OF AIRCRAFT:				
AIRPORT:	INITIAL TIE DOWN #	INITIAL LICENSE FEE:	TERM START DATE:	RECEIPT OF INSURANCE CERT.

2. LICENSE. The CITY hereby grants to LICENSEE a revocable license to store an aircraft in a relocatable aircraft tie-down space.

A. The tie-down space shall be used for the storage of only one aircraft owned, leased, or under a long term use agreement by LICENSEE. The operational aircraft stored at the tie-down space must be insured, registered with the Airports Manager, and the Federal Aviation Administration ("FAA") Certificate of Aircraft Registration for each aircraft must be on file with the Airports Manager. Storage of any operational aircraft within the tie-down space that is not properly registered and insured shall be deemed to be a breach of this License Agreement.

B. The tie-down space may also be used for the parking of LICENSEE's automobile at such times as the tie-down space is not occupied by the aircraft.

C. No bailment is created by this License Agreement.

3. LOCATION. The initial location of the aircraft tie-down space to be used pursuant to this License Agreement shall be determined by the Airports Manager in the exercise of his reasonable discretion. The initial location of the aircraft tie-down space to be used pursuant to this License Agreement shall be that tie-down space referenced as the initial tie-down in Paragraph 1 of this License Agreement. The CITY retains the right to change the location to be used pursuant to this License Agreement for the following reasons that include: construction, safety, flooding, natural disasters, aircraft access and other similar purposes. The CITY, through the Airports Manager, shall provide thirty (30) days prior written notice to LICENSEE of any change in location, including the reason for such change.

4. **TERM.** The term of this License Agreement shall commence on the date referenced in Paragraph 1 of this License Agreement as the term start date and shall continue until terminated as provided in this License Agreement.

5. **LICENSE FEES.** LICENSEE shall pay to the CITY as a monthly license fee, without deduction, setoff, prior notice or demand, the appropriate amount for the tie-down space licensed as shown on the CITY's then current Schedule of Fees. This monthly license fee shall be subject to change by resolution of the City Council of the CITY. The initial monthly license fee shall be the amount referenced in Paragraph 1 of this License Agreement as the initial license fee and is payable in advance on the first day of each month, commencing on the date the term commences, and continuing during the term. The license fee for the first month of this License Agreement shall be paid on the day the term commences. Fees not paid when due are subject to late fees and penalty charges as shown in the CITY's then current Schedule of Fees. LICENSEE assumes all risk of loss if payments are made by mail.

6. **INDEMNIFICATION.** The CITY shall not be liable to LICENSEE and LICENSEE hereby waives all claims against the CITY for any injury or damage to any person or property in or about the aircraft tie-down area and airport area by or from any cause whatsoever, except injury or damage to LICENSEE resulting from the acts or omissions of the CITY or the CITY's authorized agents.

LICENSEE shall hold the CITY harmless from and defend the CITY against any and all claims or liabilities for any injury or damage to any person or property whatsoever (1) occurring in, on or about the airport tie-down space, or any part of it and (2) occurring in, on or about any part of the airport property when that injury or damage was caused in part or in whole by the act, neglect, fault of or omission of any duty by the LICENSEE, its agents, servants, employees or invitees.

7. **RELEASE AND DISCHARGE.** CITY shall not be responsible for, and assumes no liability arising from fire, theft, damage or loss to LICENSEE's property, including without limitation, the aircraft or any other items unless such fire, theft, damage or loss is solely the fault of CITY. LICENSEE hereby releases and discharges the CITY from all claims and demands by LICENSEE for loss of or damage to LICENSEE's property.

8. **INSURANCE REQUIREMENTS.** LICENSEE shall obtain aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, and use of the aircraft arising from or related to the rental of the tie-down space. The limit of liability shall be no less than One Hundred Thousand Dollars (\$100,000.00) per person/occurrence. The City of Redding, its elected officials, officers, employees, and volunteers shall be added as additional insureds. The policy shall be endorsed to state that it shall not be canceled or the limits reduced prior to thirty (30) days written notice being provided to the City of Redding. A certificate evidencing the above insurance shall be provided to the Airports Manager at the execution of this License Agreement and at any time thereafter at the request of the Airports Manager. CITY reserves the right, in its sole discretion to revise these insurance requirements at any time, with thirty (30) days prior written notice to LICENSEE.

9. **REPAIR AND MAINTENANCE.** LICENSEE shall immediately inform the Airports Manager of any and all repairs to the tie down space and tie-down devices that LICENSEE believes necessary or appropriate. LICENSEE shall maintain the tie-down space in good and neat appearance and in a safe condition at all times. LICENSEE, at its sole cost and expense shall immediately repair any and all damage to the tie-down space caused or contributed to by LICENSEE, its agents, employees and/or invitees. Upon termination of this License Agreement, LICENSEE shall return the tie-down space to the CITY in substantially the same condition as the tie-down space existed at the commencement of this License Agreement, ordinary wear and tear excepted.

10. **RULES AND REGULATIONS.** LICENSEE shall, at LICENSEE's sole cost and expense, comply with all of the requirements of all city, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to LICENSEE's use of the tie-down space, and shall faithfully observe in the use of the tie-down space all city and county ordinances and state and federal statutes and regulations, now in force or which may hereafter be in force.

11. RIGHT TO INSPECT. The CITY and its authorized officers, agents, employees, volunteers, contractors, subcontractors and other representatives shall have the right to inspect the tie-down for business purposes, including, but not limited to the following purposes:

- A. To inspect the tie-down at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether LICENSEE has complied with or is complying with the terms and conditions of this License Agreement;
- B. To make repairs, additions or alterations as may be necessary or convenient for the conduct, safety, improvement or preservation of the airport;
- C. For emergency purposes; and
- D. In the exercise of CITY police power.

Except for inspections for the purposes listed in subparagraphs 11B, 11C, and 11D, the CITY shall provide LICENSEE written notice at least forty-eight (48) hours in advance of the inspection. No inspection by or on behalf of the CITY of the tie-down space shall cause or constitute a termination of the License Agreement, or be deemed to constitute an interference with LICENSEE's use thereof.

12. SECURING THE AIRCRAFT. LICENSEE shall be solely responsible for securing the aircraft stored at the tie-down space.

13. FUELING. All self-fueling of aircraft shall be conducted with the applicable FAA rules and regulations and the Redding Municipal Code.

14. COMMERCIAL ACTIVITY. LICENSEE shall not conduct any commercial activity on or at the tie-down space, or on or at the Redding Municipal Airport/Benton Airpark, unless such activities are pursuant to a separate written agreement signed by both LICENSEE and the CITY.

15. MAINTENANCE OF AIRCRAFT. LICENSEE shall not engage or use the service of a person for hire in connection with any aircraft work, maintenance or repair at the tie-down space. LICENSEE shall not perform major repair or maintenance work or non-routine, non-preventative maintenance on the aircraft at the tie-down space without prior written approval of Airports Manager. LICENSEE shall not engage in commercial maintenance activities at the tie-down space. These provisions shall not limit the aircraft owner or pilot from performing routine, preventative maintenance on the aircraft as permitted by the Federal Aviation Regulations. Under no circumstances shall LICENSEE perform the following activities:

- A. Application of flammable finishes (paint, dope, chemical stripping, epoxy, resin, etc.);
- B. Making, breaking or repairing any fuel system connections or components (carburetor, valves, lines, tanks, etc.);
- C. Washing or painting the aircraft;
- D. Welding or storage of welding equipment; or
- E. Use open flames or other sources of ignition such as electric or fueled heaters.

16. PROHIBITED MATERIALS; NUISANCE PROHIBITED. LICENSEE shall not store or use combustible chemicals or materials at the tie-down space except as permitted by the Fire Department. LICENSEE shall not store, dispense or otherwise handle fuel, compressed gasses or other hazardous materials. LICENSEE shall properly dispose of all wastes and hazardous materials in a legal manner and in appropriate receptacles. LICENSEE shall not create a nuisance or perform any other act or thing which interferes with the quiet enjoyment of the airport by any other licensee or tenant or member of the public. For purposes of this paragraph, hazardous materials include, but are not limited to: (A) Substances which are flammable, explosive, corrosive, radioactive, toxic; (B) Those asbestos-containing materials defined and described in Environmental Protection Agency Report No. 56/5-85-024 (June 1985) whether or not friable, or any related or successor report, or other applicable government regulations defining or describing such materials; (C) Pesticides as defined by Section 136(u) of FIFRA (7 U.S.C. Section 136) as may be present in soil or

groundwater; (D) "Hazardous wastes" as defined in Section 25117 of the California Health and Safety Code, or as a chemical that is known to the State of California "to cause cancer or reproductive toxicity" under the Safe Drinking Water and Toxic Enforcement Action of 1986, California Health and Safety Code sections 25249.5, *et. seq.*; and (E) Any material or substance defined hazardous materials, substances or waste, or toxic materials, substances or waste as those terms or similar terms are defined by any other federal, state or local law, rule, regulation, ordinance or order.

17. NO DAMAGE; COMPLIANCE WITH CODES. LICENSEE shall not by his own or his agents', employees' or invitees' actions cause any damage to the CITY's property. The use of the tie-down space shall conform to all Airport rules and regulations and local building and fire codes.

18. PROPELLER & ROTOR-BLADE BLAST. LICENSEE shall not run the engines of any aircraft with the propeller or rotor-blade blast directed in a manner that would cause harm to, or jeopardize the safety of any person, aircraft, building or other facility or equipment at the airport. All engine run-ups shall be conducted only on runway run-up aprons.

19. TAXATION. The privileges granted in this License Agreement may be subject to taxation and/or assessment. In such event, LICENSEE shall pay before delinquency, all taxes or assessments which at anytime may be levied by the State, County, City or any other tax assessment levying body upon the licensed premises and any improvements or fixtures located thereon. LICENSEE shall also pay all taxes, assessments, fees, and charges on all merchandise, fixtures, and equipment owned or used thereon.

20. AIRCRAFT. LICENSEE is the owner/lessee/authorized user of the aircraft referenced in Paragraph 1 of this License Agreement. LICENSEE shall supply proof of registration, lease or use agreement for the above listed aircraft to the Airports Manager prior to the commencement of the term of this License Agreement and shall subsequently provide such information to the Airports Manager upon request. LICENSEE shall keep all operational aircraft maintained in accordance with FAA criteria and supply evidence of such maintenance to the Airports Manager upon request.

If LICENSEE ceases to own, lease or be subject to a long term use agreement for the aircraft listed above, this License Agreement will terminate unless LICENSEE purchases, leases, or becomes subject to a long term use agreement for another aircraft within ninety (90) days from the cessation of ownership, leasehold or use of the aircraft listed above. Prior to the expiration of the ninety (90) day period, LICENSEE shall submit to the Airports Manager a copy of the registration, lease or use agreement for the new aircraft and shall update the information in this paragraph and Paragraph 1 of this License Agreement concerning the aircraft.

LICENSEE shall notify the CITY in writing within ten (10) days of any change in aircraft ownership or substitution or addition of aircraft.

21. NOTICES. Any notices required to be given under this License Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the CITY or LICENSEE, or in lieu of such personal service, sent by United States mail, registered or certified, return receipt requested, addressed to LICENSEE at the address referenced in Paragraph 1 of this License Agreement as licensee mailing address and to the CITY as follows: **CITY OF REDDING, Attention Airports Manager, 6751 Woodrum Circle, #200, Redding, California 96002.**

In the event of personal service, notice shall be deemed given when personally served. In the event of service by mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mail post box in the State of California, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. LICENSEE shall keep his current mailing address and telephone number on file with the Airports Manager during the term of this agreement and shall notify the Airports Manager in writing within fifteen (15) days of any change of address or telephone number

22. ASSIGNMENT. The License is personal to LICENSEE and shall not be assigned, sublet or otherwise transferred in whole or in part to any other person or entity. A prohibited assignment, sublet or transfer of interest will be deemed to have occurred if:

A. Payment of the license fee is made by any other person or entity, other than LICENSEE, without the prior written consent of the CITY.

B. An aircraft not owned, leased or under a long term use agreement by LICENSEE and properly registered is stored at the tie-down space without the prior written consent of the CITY.

23. TERMINATION. This revocable license may be terminated by either the CITY or LICENSEE upon thirty (30) days prior written notice to the other party.

24. BREACH OR DEFAULT OF LICENSE AGREEMENT. The occurrence of any of the following shall constitute a breach or default of this License Agreement by LICENSEE:

A. Failure to pay any fee due under this License Agreement when due, if the failure to pay continues for three (3) days after notice of the failure has been given to LICENSEE; and

B. Except as otherwise specifically provided in this License Agreement, failure to perform any other provision of this License Agreement if the failure to perform is not cured within ten (10) days after notice of the failure has been given to LICENSEE. If the breach or default cannot be reasonably cured within ten (10) days, LICENSEE shall not be in breach or default of this License Agreement if LICENSEE commences to cure the breach or default within the ten (10) day period and diligently and in good faith continues to cure the default.

Notices given under this paragraph shall specify the alleged breach or default, and shall demand that LICENSEE perform the provisions of this License Agreement or pay the fee that is in arrears, as the case may be, within the applicable time period, or the License Agreement is terminated. No such notice shall be deemed a termination of this License Agreement unless the CITY so elects in the notice.

The CITY, at any time after LICENSEE commits a breach or default of this License Agreement, can cure the breach or default at LICENSEE's cost. If the CITY, at any time, by reason of LICENSEE's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by the CITY shall be due immediately from LICENSEE to the CITY at the time the sum is paid, and if paid at a later date shall be subject to late fees and penalty charges as shown in the CITY's then current Schedule of Fees. The sum, together with the late fees or penalty charges, shall be an additional fee owed to the CITY pursuant to this License Agreement.

25. ATTORNEY'S FEES. In any dispute between the CITY and LICENSEE, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

26. HEADINGS, REFERENCE, LAW AND JOINT AND SEVERAL LIABILITY. The titles and headings of the various sections of this License Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this License Agreement. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This License Agreement shall be governed and construed in accordance with the law of the state of California. If either party consists of more than one person, each such person shall be jointly and severally liable.

27. APPROVAL BY CITY. This License Agreement form was approved by the City Council of the CITY on December 15, 1998.

28. NO WAIVER. No waiver by a party of any provision of this License Agreement or of the regulations governing the use of the tie-down space shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this License Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this License Agreement or at law.

29. **NO PARTY DEEMED DRAFTER.** In the event of a dispute between any of the parties hereto over the meaning of this License Agreement, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter shall not apply.

30. **ENTIRE AGREEMENT.** This License Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the tie-down space or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the tie-down space or the parties hereto, which originated before the date of this License Agreement are null, void and no longer in force and with no effect, and are replaced in total with this License Agreement unless otherwise expressly stated in this License Agreement. This License Agreement shall not be altered, amended, or modified except by a writing signed by the CITY and LICENSEE.

31. **DATE OF AGREEMENT.** The date of this License Agreement shall be that date that it shall have been signed by the CITY.

CITY OF REDDING

Dated: _____

By: _____
ROD DINGER, Airports Manager

LICENSEE

Dated:

[Printed Name] _____

AIRCRAFT TIEDOWN LEASE AGREEMENT

This Aircraft Tiedown Lease Agreement (the "Lease") is made and entered into by and between the CITY OF FORT WORTH ("Lessor"), a home rule municipal corporation whose Department of Aviation, located at Meacham International Airport (the "Airport"), 4201 North Main Street, Suite 200, Fort Worth, Texas 76106-2736, has authority to administer and enforce the terms of this Lease, and the undersigned ("Lessee"), more fully identified in Section "A" of Exhibit "A" ("Aircraft Tiedown Lease Agreement Information"), attached hereto and incorporated herein by reference for all purposes.

1. Lessee hereby agrees to lease the property owned by Lessor and described in Section C of Exhibit "A" (the "Premises"). Lessee accepts the Premises in its present condition. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition, subject to ordinary wear and tear.
2. The term of this Lease shall commence on the date indicated in Section E of Exhibit "A" and will automatically renew on the first day of each subsequent month unless canceled by either party by written notice provided to the other party not less than 30 days prior to the effective date of such cancellation.
3. A. Lessee agrees to pay Lessor the monthly rental set forth in Section D of Exhibit "A." The first month's rent is due on or before the effective date of this agreement. Thereafter, monthly rental payments are due on or before the first day of each month. If this Lease commences on a date other than the first day of any given month, the first month's rental payment shall be prorated in accordance with the number of days remaining in that month.

B. Rent shall be considered past due if Lessor has not received full payment by the end of the tenth day of the month in which payment is due. Lessee agrees to pay a late charge of ten percent (10%) of the monthly rental for each month in which rent is past due. A separate computation and payment of such late charge shall be made for each monthly installment that is past due. For example, if two monthly installments are past due, then two separate late charges shall accrue, and so on.
4. Lessee may use the Premises only for storage of the aircraft described in Section B of Exhibit "A" and for no other purpose without the prior written consent of the Director of Airport Systems or designee.
5. Lessee shall maintain the Premises in a good condition and keep the Premises free from trash at all times. Lessee shall not store, dispose of, or allow to stand any fuels, oils, solvents or other hazardous material on the Premises. Lessee shall not conduct or permit any action or activity that constitutes a nuisance, interferes with the use of any airport property by other tenants, or disturbs or endangers the general public in any way.
6. Lessor shall have the right to enter the Premises at any time in order to inspect or repair the Premises, or to perform repairs or maintenance to other airport property.
7. Lessee hereby assumes all liability and responsibility for property loss, property damage and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or

asserted, arising out of or in connection with the use of the airport under this Lease or with the leasing, use, occupancy, existence or location of the Premises, *whether or not caused, in whole or in part, by alleged negligence of Lessor, its officers, agents, servants, employees, contractors, subcontractors, licensees or invitees*. Lessee covenants and agrees to, and does hereby, indemnify, hold harmless and defend Lessor, its officers, agents, servants and employees from and against any and all claims or lawsuits for property damage or loss (including alleged damage or loss to Lessee's business and any resulting lost profits) and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with the use of the airport under this Lease or with the leasing, use, occupancy, existence or location of the Premises, *whether or not caused, in whole or in part, by alleged negligence of Lessor, its officers, agents, servants, employees, contractors, subcontractors, licensees, or invitees*. Lessee assumes all responsibility and agrees to pay Lessor for any and all injury or damage to Lessor's property which arises out of or in connection with any and all acts or omissions of Lessee, its officers, agents, employees, contractors, subcontractors, licensees, invitees, or trespassers, *whether or not caused, in whole or in part, by alleged negligence of Lessor, its officers, agents, servants, employees, contractors, subcontractors, licensees or invitees*.

8. A. The following events shall constitute events of default by Lessee under this Lease:

- (1) Lessee's failure to pay any installment of rent within 10 days following the date that payment was due;
- (2) Lessee's failure to comply with any term, provision or covenant of this Lease, other than the payment of rent, within 15 days following receipt of written notice from Lessor to cure such failure; or
- (3) Lessee's abandonment or vacation of the Premises.

B. Upon the occurrence of any such events of default, Lessor shall have the option to terminate this Lease without further notice to Lessee. Upon termination Lessor shall have the right to take full possession of the Premises, by force if necessary, and to remove any party remaining on the Premises without being liable for trespass or for any other reason which may stem from Lessor's termination or assertion of its right to terminate. In the event of termination, Lessee agrees to pay Lessor on demand the amount of all loss or damage that Lessor may suffer by reason of such termination.

9. Lessor shall at all times have a lien on all aircraft and any other property located on the Premises. Lessee covenants and agrees that it will not remove from the Premises any such aircraft or other property unless Lessee has first paid Lessor all rent and any other sums of money to which Lessor is, at the time, entitled under the terms of this Lease. Upon the occurrence of an event of default by Lessee, Lessor may exercise any remedy available to it, either herein or by law, including Lessor's right to enter upon the demised premises, take possession of the aircraft and any other property situated on the premises and, after providing Lessee with five days' written notice, sell the same at public or private sale. In this event, Lessor will apply proceeds from such sale, less any and all expenses incurred by Lessor in the possession or sale of the property, as a credit against any sums due by Lessee to Lessor. Any surplus shall be paid to Lessee, and Lessee agrees to pay any deficiency forthwith. Alternatively, Lessor may foreclose upon its lien on Lessee's aircraft and other property on the Premises as provided by law. Lessee acknowledges that such lien is supplementary to any statutory lien for rent that Lessor may also have.

10. This Lease shall be governed by the laws of the state of Texas. In the event there should be a breach

or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, Lessor and Lessee agree that each party shall be responsible for its own attorneys' fees.

11. Lessee represents and warrants to Lessor that Lessee is the owner of the aircraft described in Section B of Exhibit "A."

12. Lessee shall not assign, sell, convey, sublet or transfer any of its rights, privileges, duties or interests granted by this Lease. Any attempted assignment of this Lease shall be null and void.

13. Lessee hereby agrees to comply with all federal, state and local laws, as well as all rules and regulations established by Lessor.

14. If any provision of this Lease is subsequently held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. This written instrument contains the entire understanding and agreement between Lessor and Lessee. Any prior contemporaneous oral or written agreement is hereby declared null and void.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples on this the _____ day of _____, 200__.

CITY OF FORT WORTH:

By: _____
T.M. Higgins
Assistant City Manager

Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **T.M. Higgins**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the **City of Fort Worth** and that he executed the same as the act of the **City of Fort Worth** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day
_____, 200__.

Notary Public in and for the State of Texas

**APPROVED AS TO FORM
AND LEGALITY:**

By: _____
Charlene Sanders
Assistant City Attorney

M&C: _____

ATTEST:

By: _____
Marty Hendrix
City Secretary

LESSEE:

ATTEST:

By: _____

Name:

Title:

By: _____

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of _____ and that s/he executed the same as the act of _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day
_____, 200_____

Notary Public in and for the State of Texas

EXHIBIT "A"

AIRCRAFT TIEDOWN LEASE AGREEMENT INFORMATION

A. Lessee: Name:

Business:

Bus. Address:

Bus. Phone: ()

Res. Address:

Res. Phone: ()

FAX Number: ()

In case of emergency, call _____
Phone: ()

B. Aircraft:

Make: _____ No.

Color:

C. Leased Space: Tie Down Site No.

D. Rental: \$_____ per month

E. Commencement Date: _____

Based Airport: _____

Aircraft: N _____



Rhode Island Airport Corporation

Airport Tie-down Monthly Use Agreement

Effective Date: _____

This Airport Tie-down Monthly Use Agreement, when fully completed by Tenant as aircraft owner/operator and executed by an authorized representative of the Rhode Island Airport Corporation (RIAC) as Lessor, will authorize Tenant to park the aircraft described herein at a tie-down space so designated by the Airport Manager (presently AFCA AvPORTS Management, LLC) at the Based Airport (Airport) in accordance with the following terms and conditions:

1. **TENANCY.** This Agreement creates a month-to-month tenancy.
2. **RENT.** Tenant shall pay rental fees to the Airport Manager in accordance with the following provisions:
 - a. **Rental Fees:** Tenant shall pay monthly rental fees as listed on the Tie-down Space Monthly Rental Fee Schedule, attached as "Exhibit A", as may be amended from time to time per the terms of Section 2.d. Rent for the initial month or portion thereof of this Agreement shall be due and payable by the Tenant upon execution of this Agreement.
 - b. **Rent Due Date:** All rent for the tie-down space is due in advance by the first day of each month. Should the effective date of this Agreement be other than the first day of a month, rent shall be prorated for the first month.
 - c. **Late Payment Fee:** RIAC will assess the Tenant a collection charge equal to 5% of the monthly rent per month or \$25.00, whichever is greater, for each month of delinquent rent until payment is made. Any rent or other charges more than 30 days delinquent under this Agreement shall also accrue interest until paid at the overdue rate of 1.5% per month, or the maximum amount permitted by applicable law, whichever is less. If any check received by RIAC is returned unpaid for any reason, RIAC reserves the right to make an additional charge of \$25.00.
 - d. **Rental Adjustments:** At its discretion, RIAC may increase the monthly rental fees listed on the Tie-down Space Monthly Rental Fee Schedule. RIAC shall provide Tenant with thirty (30) days notice of any rental fee increase.
3. **TERMINATION.**
 - a. This Agreement may be terminated by either party upon at least thirty (30) days written notice to the other with the termination date being the last day of the following month ("Termination Date"). In the event of termination, RIAC is under no obligation to provide substitute tie-down space to Tenant. If aircraft storage space is not available elsewhere on the Airport premises, the Tenant shall remove the aircraft from the Airport within thirty (30) days from the notice date.
 - b. Tenant shall be liable for rent up to and including the Termination Date.

- c. This Agreement may be terminated immediately by RIAC if Tenant fails to renew the Aircraft Liability Insurance as required by Section 9, as evidenced by the provision of a valid insurance binder.
- d. This Agreement shall be immediately terminated for failure to pay delinquent amounts in excess of sixty (60) days per the terms of Section 4.b.

4. **FAILURE TO PAY.**

- a. Collection Costs: Tenant shall bear all costs and expenses incurred by RIAC in enforcing the terms of this Agreement or in the collection of amounts due hereunder, including reasonable attorney's fees.
- b. Delinquent Account: If Tenant fails to pay any rent or airport charges owed and the account is at least sixty (60) days delinquent, (a) Tenant shall remove Tenant's aircraft from airport property and (b) the period of unpaid rent will count towards the abandonment period under Rhode Island General Laws § 1-4-10.3. Tenant is also aware that RIAC has lien rights against Tenant's property including, without limitation, aircraft, for all unpaid rent and charges in accordance with Rhode Island General Law § 34-47-1, *et seq.* RIAC reserves all rights against Tenant even if RIAC does not enforce them at the time of default. All of RIAC's contractual, legal, equitable or other remedies available under this Agreement are cumulative.

5. **RULES AND REGULATIONS.**

- a. Tenant shall comply with all federal, state and local laws including, without limitation, airport rules, regulations, and Operations Directives governing the Rhode Island Airport Corporation and the General Aviation Airports. Copies of current Aeronautics Regulations and Operations Directives are available at all airports. Tenant shall not bring or cause to be brought any illegal item or substance onto the Airport.
- b. Any aircraft based in Rhode Island for more than ninety (90) days is required to be registered with the Rhode Island Airport Corporation (RIAC). In the event that any such aircraft is not registered with RIAC after ninety (90) days, such aircraft shall be charged rent based upon transient aircraft rates and charges for the tie-down space.

6. **TENANT'S RIGHTS AND OBLIGATIONS.**

- a. Airworthiness: Aircraft must be airworthy; if the aircraft is non-airworthy, upon request Tenant must provide the Airport Manager with a schedule showing when the aircraft will return to airworthy status. RIAC reserves the right to terminate this agreement if non-airworthy status extends beyond three (3) months and there is a waiting list for tie-down tenancy.
- b. Tie-down Use: The tie-down space may be used for the sole purpose of parking only the aircraft listed above that is owned or leased by the Tenant, and for no other purpose whatsoever.

Based Airport: _____

Aircraft: N _____



Rhode Island Airport Corporation

- c. No Sublease or Assignment: Tenant shall not allow any other party or parties to occupy any portion of the tie-down space either by assignment, sublease, license or permit.
- d. Aircraft Repair and Maintenance: The performance of aircraft repair and/or maintenance in the tie-down space under this Agreement is limited to preventative maintenance only, as defined by 14 CFR Part 43, and must be in compliance with all federal and state safety and environmental regulations, directives, policies and procedures.
- e. Charter/Rental/Repair/Instruction Service Prohibited: Tenant shall conduct no charter, rental, repair or instructional service, or offer any other commercial activity to the general public in or from the tie-down space under a tie-down monthly use agreement. A separate Lease and Operating Agreement must be entered into for these types of commercial operations.
- f. Notify RIAC of Defects: Tenant shall report to the Airport Manager any defects in the tie-down area that, in Tenant's opinion, require maintenance.
- g. Maintain Premises: Tenant shall keep the tie-down space clean and free of debris, and not place or allow to be placed any debris on Airport Property. No maintenance boxes, ladders or other items will be stored on the premises or temporarily placed on the premises in a manner that creates a hazard.
- h. No Tie-down Modifications: Tenant shall make no modifications, alterations, post signs or otherwise change any part of the tie-down area, unless Tenant receives prior written approval from RIAC. Tenant shall not introduce or use any other tie-down device other than those furnished by RIAC, unless Tenant receives prior written approval from RIAC.
- i. Keep Taxiways and Taxilanes Free: Tenant must keep all taxiways or taxilanes free from parked or unattended aircraft when away from assigned tie-down location.
- j. Maintain Gate Code Confidentiality/Obtain Access Card: Tenant must maintain gate code confidentiality and not allow access to the airport by unauthorized parties. To gain access through the electronic vehicle gate, Tenant must comply with the Airport Vehicle Operator Driver Training Program policies and procedures, to include submission of a complete Electronic Gate Key Authorization & Receipt form, a copy of his/her valid driver's license, current vehicle registration and current vehicle insurance. It is the Tenant's responsibility to provide RIAC and the Airport Manager with updated driver's license, vehicle registration and vehicle insurance upon their expiration.
- k. Landing Fees Waived: Landing Fees shall be waived at all RI State-owned and operated airports during the terms of this Agreement, provided that Tenant register its aircraft with RIAC within ninety (90) days of the effective date of this Agreement.

7. RIAC'S RIGHTS AND OBLIGATIONS.

- a. RIAC agrees that it will maintain the Airport during the term of this Agreement and all extensions thereto, reasonable wear and tear resulting from ordinary use excepted.

- b. RIAC reserves the right to maintain and keep in repair the landing area of the Airport and all public facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.
- c. RIAC reserves the right to further develop or improve the landing area and air navigation facilities/aids of the Airport as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance.
- d. During any time of war or national emergency, RIAC and/or the State of Rhode Island will have the right to enter into an agreement with the U.S. Government for military or naval use of part or all of the landing areas or facilities of the Airport. If any such agreement is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the agreement with the Government shall be suspended.
- e. It is RIAC's responsibility to:
 - 1. Keep the tie-down area, as well as all other areas of the Airport, in good condition and repair;
 - 2. Provide access to the tie-down area and to the public taxiways, ramps and runways at the Airport;
 - 3. Keep the public taxiways adjacent to the tie-down area clear of debris;
 - 4. Install or remove tie-down pads as required;
 - 5. Conspicuously post Airport Rules and Regulations and Aeronautics Regulations in the Airport Manager's Office.
- f. RIAC reserves the right to substitute comparable tie-down facilities.
- g. RIAC has the right to regulate, develop, improve, reconstruct or modify the tie-down area at the Airport.
- h. RIAC will provide no additional service of any kind or description unless specifically mentioned herein or added by amendment.

8. INDEMNIFICATION AND HOLD HARMLESS.

- a. To the fullest extent permitted by law, Tenant shall protect, defend, indemnify and hold harmless RIAC, the State of Rhode Island and the Airport Manager, their respective affiliates, officers, directors, employees, and agents, from and against all claims, demands and causes of action of any kind or character, including third party claims, and including attorney's fees and the cost of defense thereof, from bodily injuries, death or damage to property arising out of or related to tie-down space rented by Tenant in any way resulting from the willful or negligent acts or omissions of Tenant and/or its agents, employees, representatives or contractors.

Based Airport: _____

Aircraft: N _____



Rhode Island Airport Corporation

- b. Tenant shall comply promptly and completely with all federal, state and local laws, rules, regulations, requirements, procedures and policies as well as plans developed by RIAC pursuant to these laws for the proper and lawful use, sale, transportation, treatment and/or disposal of Hazardous Substances. As used in this Agreement, Hazardous Substance means any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any environmental laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any environmental law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, fuel, petroleum based and/or asbestos based materials, products, by-products, or waste.
- c. To the fullest extent permitted by law, Tenant shall protect, defend, indemnify and hold harmless RIAC, the State of Rhode Island and the Airport Manager, their respective affiliates, officers, directors, employees, and agents from all claims, demands, suits, actions, judgments, complaints, citations, inquiries, or notices relating to the environmental condition of the Airport, or any alleged noncompliance with environmental laws, including attorney's fees, investigative costs, penalties and defense costs arising out of or as a result of Tenant's handling, storage, containment, disposal, transportation and sale of Hazardous Substances as defined now or hereafter by the federal, state and local laws, rules, regulations, requirements, procedures and policies as well as plans developed by RIAC pursuant to these laws for the proper and lawful use, sale, transportation, treatment and/or disposal of Hazardous Substances.
- d. Notwithstanding any other provision of this Agreement, neither RIAC, the Airport Manager nor the State of Rhode Island, nor their respective affiliates, directors, officers, employees, or agents shall be liable, whether in contract, tort, negligence, strict liability or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental or consequential losses or damages arising out of or in connection with this lease or any failure of performance related hereto, howsoever caused, whether arising from such person's sole, joint or concurrent negligence.

9. INSURANCE.

- a. During the term of this Agreement, Tenant must maintain Aircraft Liability Insurance with a limit of not less than \$1 Million (or such lower limit to which RIAC reasonably agrees) for bodily injury and property damage in a combined single limit each occurrence. RIAC, the State of Rhode Island and Airport Manager (presently AFCO/AvPORTS Management, LLC), their officers, directors, employees and agents shall be named as additional insureds on Tenant's policy, with that coverage being primary and non-contributory with any other policy(ies) available to RIAC, the State of Rhode Island and the Airport Manager.

- b. Tenant shall provide a valid certificate of insurance on or prior to the effective date of this Agreement, or upon RIAC or the Airport Manager request. This certificate of insurance shall also provide that no party may terminate the insurance without first giving the Airport Manager thirty (30) days notice of such impending termination.
- c. It is the Tenant's responsibility to provide RIAC and the Airport Manager with a new certificate of insurance prior to the expiration date of the insurance certificate.

10. **LIABILITY TO TENANT AND PROPERTY.**

- a. RIAC, the State of Rhode Island, Airport Manager and their respective officers, directors, employees, agents, successors or assigns ("RIAC Releasees") shall not be liable for, and are hereby released from, all liability to Tenant, to Tenant's insurance carrier or to anyone claiming under or through Tenant for bodily injury or for any loss or damage to real or personal property occasioned by any act or cause beyond their respective control including, without limitation, loss of power, flood, fire, earthquake, hurricane, tornado, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or acts of civil authority other than negligent or intentionally wrongful acts of omission or commission of a RIAC Releasee. This paragraph does not limit the duties, responsibilities, and liability of RIAC as landlord, pursuant to the laws of the state of Rhode Island.
- b. RIAC Releasees shall not be liable for, and are hereby released from all liability to Tenant, to Tenant's insurance carrier, or to anyone claiming under or through Tenant for any loss or damage whatsoever to the property or effects of Tenant resulting from the discharge of water or other substances from pipes, sprinklers or conduits, containers or appurtenances thereof or fixtures thereto, or for any damage resulting from the discharge or failure of electric current, regardless of cause or origin, except to the extent that such damage is caused by the negligence or intentional wrongdoing of a RIAC Releasee.

11. **ASSIGNMENT.**

This Agreement is neither assignable nor transferable.

12. **JURISDICTION.**

This Agreement will be interpreted in accordance with the laws of the State of Rhode Island.

13. **NOTICES.**

All notices required herein shall be delivered to and shall be deemed received when hand delivered or three (3) days from the date posted in the U.S. Mail to:

Airport Manager:

Tenant:

AFCO/AvPORTS Management, LLC
150 Airport Street
North Kingstown, RI 02852

Based Airport: _____

Aircraft: N _____



Rhode Island Airport Corporation

14. **COMPLETE CONTRACT.**

The terms and conditions of this Agreement and the associated Based Customer / Tenant Information form constitute the entire agreement between RIAC and Tenant and supersedes all negotiations, agreements, representations, reports, and understandings, whether oral or written, with respect to the subject matter hereof, and neither party shall be bound by nor charged with any oral or written agreements, representations, reports, or understandings not specifically set forth in this Agreement.

15. **AMENDMENT.**

This Agreement may be amended or modified only by a writing signed by both RIAC and Tenant.

16. **VALIDITY.**

In the event that this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

17. **TAXES.**

The Tenant shall pay all federal, state and local taxes which may be assessed against it or its equipment or its leasehold interest while in or upon the hangar space or elsewhere on the property of the Airport, as well as all federal, state and local taxes assessed in connection with the operation of its business authorized and permitted hereunder.

Date: _____

Date: _____

Tenant:

Rhode Island Airport Corporation:

By:

By:

Kevin A. Dillon, A.A.E.

President and CEO

Printed Name

Exhibit A

TIE-DOWN SPACE MONTHLY RENTAL FEE SCHEDULE

<u>BID</u>					
<i>Single Engine</i>	<input type="checkbox"/>	Pavement	\$107.00		
	<input type="checkbox"/>	Grass	\$85.00		
<i>Multi-Engine</i>	<input type="checkbox"/>	Pavement	\$195.00		
	<input type="checkbox"/>	Grass	\$129.00		

<u>Block Island Resident</u>					
<i>Single Engine</i>	<input type="checkbox"/>	Pavement	\$85.00		
	<input type="checkbox"/>	Grass	\$68.00		
<i>Multi-Engine</i>	<input type="checkbox"/>	Pavement	\$95.00		
	<input type="checkbox"/>	Grass	\$85.00		

<u>OQU</u>					
<i>Single Engine</i>	<input type="checkbox"/>	Pavement	\$68.00		
<i>Multi-Engine</i>	<input type="checkbox"/>	Pavement	\$79.00		

<u>SFZ</u>					
<i>Single Engine</i>	<input type="checkbox"/>	Pavement	\$68.00		
<i>Multi-Engine</i>	<input type="checkbox"/>	Pavement	\$79.00		

<u>WST</u>					
<i>Single Engine</i>	<input type="checkbox"/>	Pavement	\$68.00		
<i>Multi-Engine</i>	<input type="checkbox"/>	Pavement	\$79.00		

<u>UUU</u>					
<i>Single Engine</i>	<input type="checkbox"/>	Pavement	\$68.00		
	<input type="checkbox"/>	Grass	\$58.00		
<i>Multi-Engine</i>	<input type="checkbox"/>	Pavement	\$79.00		
	<input type="checkbox"/>	Grass	\$69.00		

Note: Larger aircraft charges are based upon square footage.