

3. **GENERAL CONDITIONS OF LICENSE.** The LICENSEE agrees that it will at all times perform the services (the “Services”) as described in this License Agreement in a competent, workmanlike and highly professional manner and at all times representing the “VILLAGE” and the “AIRPORT” (the Village and the Airport to be used interchangeably) in a manner consistent with standards for public airport operations and the Airport Rules and Regulations.

4. **APPROVED COMMERCIAL SERVICES.** The AIRPORT grants to the operator a non-exclusive License to provide the following Commercial Services at Lansing Municipal Airport (describe):

5. **DEFINED SERVICES AND STANDARDS.** The Services to be provided by LICENSEE, are hereby defined as either Must Provide as a condition of this agreement or May Provide at the discretion of the LICENSEE as follows:

- a. LICENSEE must provide all approved services on conditions, standards and periods of availability as prescribed by the Airport.
- b. LICENSEE must utilize aircraft that meet or exceed Airport and industry standards for age, condition, appearance and functionality.
- c. LICENSEE must meet all applicable quality assurance requirements and standards issued by the Airport, the Village of Lansing and State and Federal agencies.
- d. LICENSEE must maintain a schedule of services and training products periodically updated as necessary through a dedicated web site and through advertising and marketing on industry web sites and publications.
- e. LICENSEE may utilize the ramp area immediately south and west of the Airport Welcome Center for short-term parking and operations of aircraft in coordination with other users of the Airport.
- f. In coordination with the Airport, LICENSEE may utilize the Airport Welcome Center for its customers if LICENSEE provides appropriate levels of insurance, licensing and managerial controls as per this agreement.
- g. LICENSEE must cooperate and comply with any Airport directed needs and facilities usage for promotional type activities and other special events.

- h. LICENSEE must cooperate and comply with any Airport directed requirements regarding joint-use or shared facilities with other licensees and concessionaires on the Airport consistent with the best long-term interests of the users, the Airport and the Village.
 - i. LICENSEE may not transfer or assign any of the rights and privileges under this License to any third parties without the expressed written approval of the Airport.
 - j. LICENSEE must comply with the Village of Lansing's Business Licensing requirements.
6. **LICENSEE PERSONNEL STANDARDS.** LICENSEE's personnel shall dress in clean, neat, and professionally maintained attire appropriate for the job function. LICENSEE's employees agree to maintain industry appropriate Appearance, Grooming and Safety Standards.
7. **EMPLOYEE CONDUCT.** All of LICENSEE's personnel shall conduct themselves in a professional manner and are expected to interact with the Airport, the users, aircraft operators and guests only as necessary to provide excellent service or as requested by those Airport users, operators and guests.
8. **EMPLOYEE TRAINING.** LICENSEE shall adequately train each employee as appropriate for their position. These programs enhance safety and service by emphasizing the knowledge and skills required of aviation training personnel and assure their competence through objective testing and FAA certification for Airmen and Flight Instructors in the type and class of aircraft to be used by LICENSEE in its training programs. LICENSEE shall maintain proof of all training and testing procedures for each employee. The Airport reserves the right to disallow for cause specific personnel from providing services under this License Agreement.
9. **DRUG POLICY.** LICENSEE shall have established documented policies that require all personnel to be free from alcohol and illegal drug use. These policies will include a prohibition from performing any safety-sensitive or user oriented function or service while under the influence of alcohol, drugs, prescription medication, or over-the-counter medication that can adversely affect the individual's ability to perform his or her duties.
10. **HOURS OF OPERATION.** The minimum published hours of operation (exclusive of Saturdays, Sundays and holidays) for the Airport which must be provided by LICENSEE shall be as follows:

1-Oct 31-Mar	1-Apr 31-Sept
_____am to _____pm	_____am to _____pm

The AIRPORT and LICENSEE acknowledge that the approved hours under this License are subject to change and refinement as appropriate based on the needs and requirements of the users of their services.

11. **LICENSEE OPERATIONS.** LICENSEE shall be responsible for all services and all employees to provide the services under this LICENSE. All employees hired by LICENSEE may be subject to a background check and a drug screen before being hired by LICENSEE.

12. **OWNERSHIP AND REGISTRATION OF AIRCRAFT.** Aircraft used under this license must be owned, leased, or under a long term use agreement with LICENSEE as referenced in paragraph 2. All operational aircraft must be insured, registered with the Airport Manager, and the Federal Aviation Administration (“FAA”) Certificate of Aircraft Registration for each aircraft must be on file with the Airport Manager. Use of any operational aircraft to provide services under this License that is/are not properly registered and insured shall be deemed to be a violation of this License Agreement. LICENSEE shall notify the AIRPORT in writing within ten (10) days of any change in aircraft ownership or substitution or addition of aircraft.

13. **TERM.** The term of this License Agreement shall commence on the signature date of this License Agreement and shall continue until terminated as provided in this License Agreement.

14. **LICENSE FEES.** LICENSEE shall pay to the AIRPORT as a monthly license fee, without deduction, setoff, prior notice or demand, the appropriate amount as per the VILLAGE’s current Schedule of Fees. The license fee shall be \$100 monthly, payable in advance on the first day of each month. The license fee for the first month of this License Agreement shall be paid on the day the term commences. LICENSEE assumes all risk of loss if payments are made by mail.

15. **INDEMNIFICATION.** The VILLAGE shall not be liable to LICENSEE and LICENSEE hereby waives all claims against the VILLAGE for any injury or damage to any person or property by or from any cause whatsoever, except injury or damage to LICENSEE resulting from the acts or omissions of the VILLAGE or the VILLAGE’s authorized agents. LICENSEE shall hold the VILLAGE harmless from and defend the VILLAGE against any and all claims or liabilities for any injury or damage to any person or property whatsoever (1) 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.

16. **RELEASE AND DISCHARGE.** The VILLAGE 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 VILLAGE. LICENSEE hereby releases and discharges the VILLAGE from all claims and demands by LICENSEE for loss of or damage to LICENSEE's property.

17. **INSURANCE REQUIREMENTS.** LICENSEE shall obtain and submit to the Airport, approved 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 this License. The limit of liability shall be as set forth for Commercial Operations in the Village of Lansing's Airport Rules and Regulations which may be amended from time to time. The VILLAGE OF LANSING, its elected officials, officers, employees, and volunteers shall be added as additional insured's. 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 VILLAGE OF LANSING. VILLAGE reserves the right, in its sole discretion to revise these insurance requirements at any time, with thirty (30) days prior written notice to LICENSEE.

18. **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 operations, and shall faithfully observe VILLAGE and county ordinances and state and federal statutes and regulations, now in force or which may hereafter be in force.

19. **RIGHT TO INSPECT.** The VILLAGE and its authorized officers, agents, employees, volunteers, contractors, subcontractors and other representatives shall have the right to inspect Licensee's Operations including, but not limited to the following:
 - a. To determine whether LICENSEE has complied with or is complying with the terms and conditions of this License Agreement;
 - b. To enforce regulations and requirements as may be necessary or convenient for the conduct, safety, improvement or preservation of the airport;
 - c. For emergency purposes;
 - d. In the exercise of VILLAGE police power.

20. **FUELING.** No fueling of any aircraft may be conducted while any part of the aircraft is in a hangar. All self-fueling of aircraft shall be conducted in

accordance with the applicable FAA rules and regulations and the Lansing Municipal Code.

21. **COMMERCIAL ACTIVITY.** LICENSEE shall not conduct any commercial activity at or in any hangar or at or on the Lansing Municipal Airport without a valid and current Commercial Operator's License pursuant to Lansing Municipal code and Airport Rules & Regulations.
22. **NO DAMAGE; COMPLIANCE WITH CODES.** LICENSEE shall not by his own or his agents' employees' or invitees' actions cause any damage to the VILLAGE's property. LICENSEE's use of Airport Facilities shall conform to all Airport rules and regulations and local building and fire codes.
23. **TAXATION.** The privileges granted by this License 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, Village or any other tax assessment levying body upon the licensed operations, merchandise, fixtures, and equipment owned or used thereon.
24. **NOTICES.** Any notices required to be given shall be in writing and shall be deemed properly delivered when received by United States mail, registered or certified, return receipt requested. LICENSEE shall keep his current mailing address and telephone number on file with the Airport Manager and shall notify the Airport Manager in writing within fifteen (15) days of any change of address or telephone number.
25. **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.
 - b) an aircraft not owned, leased or under a long term use agreement by LICENSEE and properly registered is used in the provision of Commercial Services under this license.
26. **TERMINATION.** This revocable license may be terminated by the VILLAGE for cause upon thirty (30) days prior written notice to the LICENSEE.
27. **STATEMENT OF ACKNOWLEDGEMENT.** LICENSEE hereby acknowledges and agrees to adhere to the Lansing Municipal Airport premises IGQ Rules & Regulations, copies of which may be obtained online at www.lansingmunicipalairport.org or at the Airport Administrative Office upon request.

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

LANSING MUNICIPAL AIRPORT

Dated: _____ By: _____

[Printed Name] _____

LICENSEE

Dated: _____ By: _____

[Printed Name] _____