

Lansing Municipal Airport

3250 Bob Malkas Dr., Lansing, Illinois 60438 (708) 418-5888 phone (708) 418-3862 fax

NON COMMERCIAL USE ANNUAL TIE-DOWN AGREEMENT

THIS LICENSE AGREEMENT is by and between the VILLAGE OF LANSING, a Municipal Corporation (hereinafter referred to as the "VILLAGE" 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 (Calendar Year 2015-2016)

(PLEASE PRINT)

LICENSEE NAME: _____
(Individual Not Corporation)

LICENSEE TELEPHONE NUMBERS:
HOME _____ WORK _____ CELL _____

LICENSEE MAILING ADDRESS _____
CITY _____ STATE _____ ZIP _____

LICENSEE BILLING ADDRESS _____
CITY _____ STATE _____ ZIP _____

E-MAIL ADDRESS _____

EMERGENCY CONTACT
NAME _____
TELEPHONE
HOME _____ WORK _____ CELL _____

PILOT NAME _____

AIRCRAFT MAKE AND MODEL _____
N# _____

NAME(S) OF REGISTERED OWNER(S) OF AIRCRAFT

FOR AIRPORT USE ONLY

TIE-DOWN # _____ MONTHLY AMOUNT _____

KEY CARD #s _____

2. LICENSE. The VILLAGE hereby grants to LICENSEE a revocable license to store aircraft at an aircraft tie-down.

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

B. No bailment is created by this License Agreement.

3. LOCATION. The initial location of the aircraft tie-down to be used pursuant to this License Agreement shall be determined by the Airport Manager in the exercise of his reasonable discretion. The initial location of the aircraft tie-down to be used pursuant to this License Agreement shall be that tie-down referenced as the tie-down in Paragraph 1 of this License Agreement. The VILLAGE 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 VILLAGE, through the Airport 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 28 of this License Agreement as the term start date and shall continue for 24 months thereafter or until terminated as provided in this License Agreement.

5. LICENSE FEES. LICENSEE shall pay to the VILLAGE as a monthly license fee, without deduction, setoff, prior notice or demand, the appropriate amount for the tie-down licensed as shown on the VILLAGE's then current Schedule of Fees. The monthly license fee shall be the amount referenced in Paragraph 1 of this License Agreement as the 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. LICENSEE assumes all risk of loss if payments are made by mail.

6. 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 in or about the aircraft tie-down and airport area 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 the airport tie-down, 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. 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.

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 license of the tie-down. The limit of liability shall be no less than One Hundred Thousand Dollars (\$100,000.00) per person/ occurrence. 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.

9. 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, and shall faithfully observe in the use of the tie-down all VILLAGE and county ordinances and state and federal statutes and regulations, now in force or which may hereafter be in force.

10. RIGHT TO INSPECT. The VILLAGE 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:

- A. To inspect the tie-down 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;
- D. In the exercise of VILLAGE police power; and

E. Each tie-down at the airport shall be inspected by the Lansing Fire Department for compliance with fire safety codes as necessary. VILLAGE shall schedule the inspection with Fire Department personnel.

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

11. COMMERCIAL ACTIVITY. LICENSEE shall not conduct any commercial activity at or on the tie-down area or at or on the Lansing Municipal Airport without a Commercial Operator's License pursuant to Lansing Municipal Airport code and Airport Rules & Regulations.

12. MAINTENANCE OF AIRCRAFT. LICENSEE shall not perform major repair or maintenance work or non-routine, non-preventative maintenance on the aircraft at the tie-down without prior written approval of Airport Manager. 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. Painting or chemical washing 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.

13. PROHIBITED MATERIALS; NUISANCE PROHIBITED. LICENSEE shall not store or use combustible chemicals or materials at the tie-down 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 by State of

Illinois; 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.

14. 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 the tie-down shall conform to all Airport rules and regulations and local fire codes.

15. 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.

16. 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, Village 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.

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

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

18. 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 VILLAGE 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 VILLAGE as follows: LANSING MUNICIPAL AIRPORT, 3250 Bob Malkas Dr., Lansing, IL 60438. All payments should be addressed to VILLAGE OF LANSING, Attention Airport Billing, 3141 Ridge Road, Lansing, Illinois 60438.

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 Illinois, 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 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.

19. 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 VILLAGE.

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

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

21. 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.

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 VILLAGE so elects in the notice.

The VILLAGE, 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 VILLAGE, 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 VILLAGE shall be due immediately from LICENSEE to the VILLAGE 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 VILLAGE's then current Schedule of Fees. The sum, together with the late fees or penalty charges, shall be an additional fee owed to the VILLAGE pursuant to this License Agreement.

22. ATTORNEY'S FEES. In any dispute between the VILLAGE 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.

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

The titles and headings of the various paragraphs 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 by and construed in accordance with the laws of the state of Illinois. If either party consists of more than one person, each such person shall be jointly and severally liable.

24. 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 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.

25. 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.

26. 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.villageoflansing.com or at the Airport Administrative Office upon request.

27. 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 or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the tie-down 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 VILLAGE and LICENSEE.

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

VILLAGE OF LANSING

Dated: _____ By: _____

John DeLaurentiis, Airport Manager

LICENSEE

Dated: _____ By: _____

[Printed Name] _____