

6. Automobile Type &
License No.:

1) Make: _____
Model: _____
Color: _____
License Number: _____

2) Make: _____
Model: _____
Color: _____
License Number: _____

7. Tiedown
Space Number:

(To be assigned by Airport Manager's Office)

8. Emergency Contact:

Name: _____

Phone: 1) _____

2) _____

Address: _____

Email: _____

Relation: _____

The Friedman Memorial Airport Authority, Friedman Memorial Airport (FMA or Airport) whose address is 1616 Airport Cir., Hailey, Idaho 83333, and the (Permittee) as specified in Item No. 1, whose address is as specified in Item No.2, agree to the terms and conditions set out below for the Tiedown Permit (Permit) for the use of a Tiedown Space (Space) at the Airport. All Spaces are located near the small aircraft hangar area on the southwest side of the Airport.

A. Use of the Space. Permittee may use the Space identified in Item No. 7, in its "as-is" condition, for the parking of aircraft owned or leased by Permittee. Permittee's right to the Space is only for this purpose, is subject to the terms and conditions set forth in this Permit, and is not transferable except as set out in paragraph Q.

B. Commercial Operations. Permittee agrees that no commercial aviation activities shall be conducted from the Space without express written approval of Airport. This includes, but is not limited to, rental of aircraft, charter, leasing, flight instruction, and aerial survey/photography work.

C. Reserved Rights of the Airport. Airport reserves the right to grant others any rights and privileges not specifically and exclusively granted to Permittee, including, but not

limited to, easements and rights-of-way through, on or above the Space. The rights and privileges granted to Permittee in this Permit are the only rights and privileges granted to Permittee by this Permit.

- D. Condition of the Space.** Airport makes no warranty, guarantee or averment of any nature whatsoever, concerning the condition of the Space. Airport shall not be liable to Permittee for claims or damages arising from any defect in the construction of or the present condition of the Space, whether known or unknown, nor for damage by storm, rain, leakage or any other cause beyond the control of the Airport.
- E. Term.** The term of this Permit is three years from January 1, 2015 to December 31, 2017.
- F. Cancellation/Termination.** Either party may terminate this Permit for any reason by giving 10 days advance notice to the other party in accordance with notification requirements stated in paragraph S. In such event, Permittee shall remove its Aircraft within said 10 day period at Permittee's expense. Such early termination by Permittee will result in a termination fee of \$100 or such amount as is set forth in the Friedman Memorial Airport Authority Rates & Charges Schedule (R&C Schedule).

In addition, Airport may terminate this Permit during the term upon Permittee's failure to comply with any term or condition of this Permit if Permittee fails to correct said deficiency within three days of notice by the Airport, which failure shall constitute a material breach of this Permit. In the event of such breach, Permittee shall have three days from the date of termination to remove Permittee's Aircraft at Permittee's expense.

In the event that Permittee has not removed its Aircraft within the applicable period set forth above, Airport shall have the right to remove, store and sell at public auction Permittee's Aircraft in accordance with Idaho Code § 45-805 without liability to Permittee for damages for said removal, storage and/or sale.

- G. Fees.** The fee for the use of the Space will be in accordance with the R&C Schedule as adopted and/or amended from time to time by the Friedman Memorial Airport Authority. Fees will be payable annually in advance. Payment must be delivered to the FMA, 1616 Airport Cir., Hailey, Idaho 83333 no later than 5:00 p.m. on November 30th of each year. All payments must be made in United States currency. Should the effective date of this Permit be other than the first day of the year, the Permit fee shall be pro-rated to the end of the calendar year. In the event Permittee elects to terminate this Permit prior to the end of the term, and Permittee is not in breach of this Permit at the time of the termination, Permittee shall be entitled to a pro-rata refund of the Permit fee, less a processing fee set forth in Section F. In the event that the Airport terminates this Permit prior to the end of the term and Permittee is not in default at the time of termination, Permittee shall be entitled to a pro-rata refund of the Permit fees paid. In the event the Airport terminates this Permit prior to the end of the term as a result of Permittee's breach of the Permit, Permittee shall not be entitled to a refund of the Permit fee.

Upon payment of the Permit Fees, and other applicable fees as set forth in the R&C

Schedule, FMA will issue a FMA Airport Identification Badge (AIB) access badge, allowing access to the Space. . The AIB application can be obtained by contacting the Airport's Airport Security Coordinator at (208) 788-4956 ext. 104.

H. Permittee Obligations.

1. Permittee assumes full control and sole responsibility for Permittee's activities, personnel, employees, agents, contractors and guests, and invitees on the Airport. This includes, but is not limited to, ensuring that ramp safety is maintained at all times. Permittee shall ensure that neither Permittee nor any personnel, employees, agents, contractors, guests, pets (see Hailey Municipal Code Title 6) or vehicles enter into any movement area adjacent to the Space. Permittee shall also ensure that neither he/she nor any guests, pets or vehicles constitute a safety concern or hindrance to the normal operations of other Airport users. Permittee shall coordinate activities on the Airport with the Airport Manager's Office, and agrees to abide by all decisions and directives of the Airport regarding use of the Airport by Permittee and Permittee's personnel, employees, agents, contractors and guests.
2. Permittee shall comply with the requirements of the Friedman Memorial Airport Authority including, but not limited to, rules, regulations and related Airport policies. By signing this Permit, Permittee certifies that Permittee is in compliance with all Federal, State and local laws, rules and Regulations regarding the use of the Space identified in this Permit and agrees to remain in compliance throughout the term of this Permit.
3. Permittee shall comply with all security measures, regulations and policies as outlined in the Friedman Memorial Airport, Airport Security Program, including, but not limited to, FAR Part 139 training and FAR Part 107 security requirements as contained in Section of the 49 Code of Federal Regulations and Transportation Security Regulation Part 1542.101(a). Permittee is required to possess an authorized AIB on his person while in the Airport.
4. By signing this Permit, Permittee acknowledges that FMA utilizes a voluntary noise abatement program and agrees to support the program at every opportunity.
5. Permittee shall keep all Application information current and on file with the Airport. Items returned by the post office as undeliverable may result in cancellation of this Permit. Any changes or requests to Permittee's file must be submitted in writing and in accordance with notification requirements stated in paragraph S.
6. Permittee is responsible for properly securing Aircraft on the Space. Airport shall provide, for the purpose of securing the Aircraft to its Space, but without warranty, one set of ropes or chains and anchors. Airport assumes no liability resulting from, and is in no way responsible for, breakage or loss of said ropes, chains or anchors. Airport shall not be responsible for any damage or loss caused by or related to improper or inadequate securing of the Aircraft and/or use of said ropes, chains and anchors.

7. Permittee shall immediately notify Airport of any condition, problem, malfunction or other occurrence that threatens the safety of the Airport, integrity of the Space, or harm to the environment. Airport is not responsible for Aircraft damage, loss, theft or pilferage.
8. Permittee shall keep Space clean, neat and free of debris. The Space shall be used only for aircraft parking: no supplemental aircraft equipment or devices shall be stored or located on the Space without the prior approval of the Airport Manager.
9. Permittee shall comply with all decisions and directions of the Airport regarding snow removal, maintenance and general use of the Airport by Permittee.
10. The Space shall be occupied by Permittee's Aircraft for at least nine months of the Permit year. Spaces unoccupied for more than three months during any Permit year may result in cancellation of this Permit.
11. Permittee shall, at Permittee's expense, procure and keep in force at all times during the term of this Permit, insurance written by an insurer satisfactory to the Airport, licensed to do business in Idaho, insuring Permittee **the Friedman Memorial Airport Authority, the City of Hailey and Blaine County** against all costs, loss, liability and expense on account of injury or death of a person or persons or damage to or destruction of property caused by or connected with Permittee's use of the Airport in the amount of not less than:

General Liability: \$1,000,000.00

Property Damage: \$1,000,000.00

The comprehensive general liability and property damage insurance shall name Permittee and shall also name **the Friedman Memorial Airport Authority, the City of Hailey and Blaine County** as additional named insureds and the Airport shall be furnished with a Certificate to the effect that such insurance shall not be changed or canceled without thirty (30) days prior written notice to the Airport. The Certificate of Insurance shall be delivered to the Airport prior to the commencement of this Permit and annually thereafter throughout the term of this Permit.

In the event Airport shall amend the minimum required amount of insurance to be carried by Airport Permittees as found in the *Minimum Standards for the Airport Tenants*, or any other Airport regulation, the required insurance amounts shall be adjusted to comply with said minimum requirements. In the event an assignment of this Permit is Authorized, Assignee shall be required to obtain insurance consistent with the Permittee's requirements herein.

- I. **Automobile Parking.** Parking of automobiles on the Space is prohibited and shall be cause for termination of this Permit. Automobile parking is provided free-of-charge as specified below:

1. One transferable parking permit will be issued for each registered aircraft owner/lessee. For \$100.00 annually, Permittee may purchase a second transferable parking permit. A parking permit must be displayed in the front window of Permittee's automobile and all parking permits must be returned to the Manager's Office at the time of cancellation/termination. Replacement of lost parking permits and unreturned parking permits shall be subject to a processing fee of \$75.00 each. Such fees may be amended from time to time by the Airport and will be charges as set forth in the then current R&C Schedule.
2. All automobiles utilizing Airport parking must be listed on this Permit and must be operational and have a valid State registration.
3. Permittee may use the parking permit for the sole purpose of parking its automobile while Permittee is operating its Aircraft. In no event shall the parking permit be used while Permittee is utilizing a public air carrier or charter aircraft. Automobiles using a parking permit shall not be left on the Airport for more than thirty consecutive days. Automobiles occupying space on the Airport grounds after thirty consecutive days will be subject to the daily parking rate at the Airport, must coordinate prior to parking the automobile with parking lot vendor and shall be parked within the upper or lower lot regulated by the parking lot vendor. Automobiles issued a parking permit and parked in parking areas for more than thirty days without prior arrangement with the parking lot vendor shall be considered abandoned and shall be subject to impoundment at the sole expense of Permittee.
4. As necessary, during the period of October 1 - May 31, Permittee shall make arrangements for vehicles to be relocated for snow removal purposes. If Permittee does not make relocation arrangements, Permittee shall be subject to towing fees, which fees shall constitute a lien upon Permittee's Aircraft.
5. The designated parking area is located west of the small aircraft hangar area. Vehicles parked without a valid parking permit shall be subject to regular parking, towing and impoundment fees.

J. Aircraft Maintenance. This requirement does not reduce or impede Permittee's rights under current FAA rules and regulations or current Minimum Standards to self-maintain Permittee's Aircraft. It is the Airport's intent to protect the rights of Permittee, the Airport and neighboring Permittee's. Before any aircraft maintenance may be commenced on the Space that requires the removal, replacement or possible loss of a hazardous substance, as defined in Paragraph L, or the removal of aircraft parts that can not be stored in the Aircraft or that may present a foreign object debris hazard to neighboring aircraft or aircraft operators, Permittee must obtain advance approval from the Airport. Any maintenance projects must be neat, presentable and contained within the boundaries of the Space. Permittee shall perform any repair, maintenance or other authorized activity in a safe and workmanlike manner to ensure protection of the environment and the safety and integrity of the Airport. Permittee shall immediately notify the Airport of any condition, problem, malfunction or other occurrence, which threatens the safety of the Airport, integrity of the Space, or harm to the environment.

- K. Right of Airport to Perform.** If after 10 days following notice from the Airport, or in shorter periods if an emergency exists, Permittee fails or refuses to perform any action required by this Permit, the Airport shall have the right, but not the obligation, to perform any or all such actions required by this Permit at the sole expense of Permittee. In such event, the Airport will submit to Permittee a statement of the expenses incurred by the Airport in the performance by the Airport of any required action and Permittee shall pay the amount shown to be due on each statement within 30 days from issuance of the statement or it shall be a breach of this Permit which may result in termination.

If an Airport operational or maintenance function makes relocation of Aircraft necessary, the Airport shall have the right to safely relocate Permittee's Aircraft to an alternative location at the Airport's expense in instances where notification is not reasonably achievable.

- L. Self-Fueling/Hazardous Substances.** Permittee shall obtain advanced written approval from the Airport in the form of an approved self-fueling permit prior to self-fueling Permittee's Aircraft.

Disposal of waste or Hazardous Substance on the Airport is prohibited. As used throughout this Permit, the term Hazardous Substance means any substance that is or at any time becomes defined as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, contaminant, petroleum, petroleum product or oil under any applicable federal, state or local statute, regulation, rule or ordinance and amendments thereto. If fuel or Hazardous Substance is spilled on the Airport by Permittee or as a result of Permittee's operations, Permittee shall immediately notify the Airport as required by regulations (SWPPP), and act promptly to contain the spill, repair any damage, absorb and clean up the spill, and restore the affected area to the satisfaction of the Airport.

- M. Snow Removal.** Permittee is solely responsible for clearing snow off Space. Prior to doing so, Permittee shall coordinate with Airport Manager's Office to ensure snow can be moved to designated snow storage area.

- N. Aircraft/Property Impoundment.** Any aircraft in the Space not listed on the Permit Application as owned or leased by Permittee or any aircraft remaining in the Space after the expiration, termination, or cancellation of this Permit is parked without authorization. Any unauthorized parked aircraft, automobile or other personal property left on the Space or in the designated parking areas after expiration, termination, or cancellation of this Permit is subject to impoundment, towing and parking fees and may be sold as abandoned property if not redeemed within 90 days.

- O. Vacation.** At the expiration, cancellation, or termination of this Permit, Permittee must peaceably and quietly vacate the Space and return possession to the Airport. The Space must be left in a clean, neat, and presentable condition to the satisfaction of the Airport. Fees will be charged until the Space is vacated. In addition, Permittee shall immediately return the AIB upon termination of Permit.

P. Laws and Taxes. At no expense to the Airport, Permittee shall conduct all activities or business authorized by this Permit in compliance with all federal, state and local laws, ordinances, rules and regulations which apply to the activities or operations authorized in this Permit and in the use, care, operation, maintenance, and protection of the Airport, including, but not limited to, matters of health, safety, sanitation, and the environment. Permittee shall obtain all necessary licenses and permits, pay all taxes and special assessments lawfully imposed upon the Space, and pay other fees and charges assessed under applicable public statutes or ordinances.

In any dispute between parties, the laws of the State of Idaho shall govern and any lawsuit must be brought in the courts of the State of Idaho.

Q. Assignments. This Permit is not transferable and may not be loaned for any reason. Assigning or loaning of the Space is prohibited without the advance written consent of the Airport. Assignment shall only be granted for a six-month period of time and shall be subject to a processing fee of \$100.00, or such other fee as may be published in the R&C Schedule in effect at the time of the assignment. Parking of aircraft not belonging to or leased by Permittee shall be construed as an unapproved assignment of this Permit and shall be grounds for termination of this Permit. Permittee shall not collect monthly fees from assignees in excess of those charged by Airport.

R. Indemnification. Permittee shall indemnify, defend, and hold the State of Idaho, Friedman Memorial Airport Authority, Blaine County and City of Hailey including their officers, agents and employees, harmless from any liability, action, claim, suit, judgment, penalty, fine, loss, property damage, or personal injury of whatever kind resulting from or arising out of any act of commission or omission by Permittee, its signees, agents, employees, guests, or customers arising from or connected with Permittee's use and occupation of the Space or the exercise of the rights and privileges granted by the Permit. Airport hereby disclaims any and all liability for damage to the Aircraft while parked on the ramp except for such damage as may be caused by Airport. Permittee agrees to protect and save the Friedman Memorial Airport Authority, the City of Hailey and Blaine County and their officials and employees, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Permittee or Permittee's employees or third parties on account of personal injuries, death or damage to property arising out of use of the Space or in any way resulting from the willful or negligent acts or omissions of Permittee and/or its assignees, agents, employees or representatives.

S. Notices/Assistance. For assistance Monday - Friday from 9:00 a.m. - 5:00 p.m., please contact the Airport Manager's Office at (208) 788-9003 or (208) 788-4956. For after hour assistance, please contact the Airport Operations Staff at (208) 720-5186 or the Hailey Air Traffic Control Tower on ground frequency 121.7 and they will be able to contact Airport ARFF/Operations personnel from 7:00 a.m. - 11:00 p.m. Written correspondence shall be sent via certified mail, return receipt requested, addressed to Friedman Memorial Airport, 1616 Airport Cir., Hailey, Idaho 83333, and written correspondence to Permittee shall be sent by certified mail, return receipt requested to the address specified in items #1 & #2.

T. Temporary Waivers. If Permittee is unable to comply with a particular Permit time frame, Permittee may write a letter to the Airport Manager prior to the expiration of the period at issue requesting a waiver for an extension of time. This letter must be specific with regard to the reason and length of time extension required. Waivers shall not be granted for more than a six-month period.

I certify that I have read, understand, and agree to comply with the terms and conditions of this Permit; that all information I have furnished with this Application is current, complete and accurate; that I own/lease the airworthy aircraft(s) listed in Item 4 of the Application and that if this aircraft(s) is leased or owned by a business that the purpose of the lease is not to circumvent the tiedown waiting list. I understand that I am personally obligated to immediately report changes in the information given in the Application to the Airport Office Manager's Office.. I understand that failure to comply with any term of this Permit may result in termination of the Permit and revocation of any AIBs issued with this Permit.

Signature (Permittee Only)

Date

Signature (Permittee Only)

Date

Entered into on behalf of:
FRIEDMAN MEMORIAL AIRPORT AUTHORITY,
FRIEDMAN MEMORIAL AIRPORT

Lisa N. Emerick, Contracts/Finance Administrator

Date