

JNU Tie Down Agreement

Authorized Use of Tie Down

The Tie Down may be used for the storage or parking of the Authorized Aircraft, as long as the Authorized Aircraft remains airworthy, or is made airworthy in a timely manner, as determined by the Airport Manager. One vehicle may be parked in the Tie Down while the Authorized Aircraft is in use, and/or may be parked temporarily (no more than 72 hours), when such aircraft is at the Tie Down, unless otherwise authorized in writing by the Airport Manager.

Vehicle parking shall not impede adjacent taxiway or encroach on any other tie down areas. The Permittee shall also not allow any activity on or about the Tie Down that is a fire hazard, a nuisance or a violation of law, rule or regulation. Except for minor repairs and maintenance, no aircraft servicing or repair may be conducted in the Tie Down area. Any other use(s) of the Tie Down is strictly prohibited. Permittee shall provide evidence that the Authorized Aircraft is airworthy, and/or is in the timely process of being made airworthy, if and when requested by the Airport Manager or designee.

Termination

This Agreement may be terminated any time by written agreement of the parties or at any time by Permittee upon 30 days written notice sent by certified mail. The CBJ may terminate this Agreement for any of the following reasons:

- A. Non-compliance with any provision of this Agreement.
- B. False information or representation made in tie down agreement or in ownership of aircraft.
- C. Non-payment of tie down fees when due.
- D. Non-use of assigned tie down for aircraft for 90 days (except by written permission of Airport management, which shall be granted only for good cause).
- E. Unauthorized assignment or subleasing of tie down space.
- F. Non-compliance with CBJ 5.05.100 Rules of Conduct; CBJ 5.10 et seq. Airport Operations or CBJ 05.20.010 Obligation of Tenants, including disregard or non-compliance with an Airport warning or order to comply with one or more of said provisions.
- G. Failure to comply with any Airport, TSA or FAA security requirement or directive.
- H. Airport construction or improvements on space(s) or other modifications pursuant to Airport Master Plan and/or Airport Layout Plan.
- I. Failure to provide evidence that the aircraft is airworthy, or that the Permittee is in the timely process of making it airworthy, when requested by the Airport Manager or designee.

Unless terminated under G. above, which termination may be made effective immediately, termination shall be effective 30 days after receipt of written notice sent by certified mail to the other party's address in this Agreement, as updated from time to time. Permittee shall peaceably vacate, and remove all aircraft and personal property from the Tie Down area on or before the effective date of termination. Any property of any kind remaining after the effective date of termination may be removed and stored by the CBJ at the expense of the Permittee. Property will not be released until all past due fees for storage and rents are paid, including interest assessed by the CBJ Treasury. Disposition of impounded aircraft will be disposed of pursuant to CBJ 05.05.080.