

ATTACHMENT #4

Juneau International Airport Application and Agreement for Commercial Aviation Abatement of Airfield and Terminal Rents, and Aircraft Parking Fees

Lessee:

Company Name: _____

Business License#: _____

Have you applied for CARES Act funds, other governmental or insurance relief due to COVID-19? ☐Yes ☐No

If Yes, what type of funding relief was received/for what purposes (ex: Payroll Protection Program, etc.)

Eligible Subtenant (if applicable):

Company Name: _____

Business License#: _____

Have you applied for CARES Act funds, other governmental or insurance relief due to COVID-19? ☐Yes ☐No

If Yes, what type of funding relief was received/for what purpose (ex: Payroll Protection Programs, etc).

- 1) The terms and conditions of the rent abatement agreement shall be subordinate to the Airport's federal grant assurances and bond covenants. The tenant acknowledges and agrees that the Airport may unilaterally amend any terms of this temporary agreement as required to maintain compliance with the Airport's grant assurances and bond covenants, or at such time that that the Federal government cancels the grant due to funding or timing;
- 2) Tenant's receivable accounts and CBJ Sales Tax accounts must be current, and remain current for charges that have not been abated.
- 3) In the event the tenant files for bankruptcy during the Rent Abatement Period, the tenant may be required to pay all amounts owed as if it had not participated in the Rent Abatement Program and vacate the Leased Premises per the appropriate section of the lease agreement;

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- 4) The Airport Manager may add any such additional information required from tenant to be considered for rent abatement as she deems in the best interests of the Airport; or as further required by the federal government.
- 5) The abatement period is July 1, 2020 through June 30, 2021.
- 6) The Lessee agrees to pass through the abatement credit to eligible subtenant(s), for the land lease portion charged/credited to the lessee; other charges for facility and utilities is independent of this agreement. Subtenant/lessee agreement requires both Lessee and Subtenant/lessee signatures. Abatement credit may not be duplicated for the same leased space (Lessee and Subtenant/lessee may not both receive credit). Rents abated for Lessees with an eligible Subtenant, shall be deemed by the Airport to have been credited to the Subtenant in an equitable pro-rata manner.

The Lessee or Subtenant (or both where applicable) applying for abatement of fixed airport rents agrees to the terms and conditions as stated on this Application/Agreement.

Lessee: _____

Signature _____ Name & Title _____ Date _____

Subtenant: _____

Signature	Name & Title	Date
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Airport: _____
Signature

Patricia K. Wahto, Airport Manager
Date