

TIE DOWN NO. \_\_\_\_\_

NAME: \_\_\_\_\_

CUSTOMER NO. \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: WORK: \_\_\_\_\_

TELEPHONE: HOME: \_\_\_\_\_

TELEPHONE: CELL/MSG: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

## JUNEAU INTERNATIONAL AIRPORT

City & Borough of Juneau

### AIRCRAFT TIE DOWN AGREEMENT

The parties agree as follows:

**Section 1. Definitions.** The following definitions shall apply herein:

- A. "CBJ" means the City & Borough of Juneau, Juneau International Airport.
- B. "Permittee" means the person and/or entity executing this Aircraft Tie Down Agreement ("Agreement").
- C. "Tie Down" means the Aircraft Tie Down Space at the Juneau International Airport assigned to the Permittee under this Agreement.
- D. "Authorized Aircraft" means the aircraft that is authorized to use the Tie Down.

**Section 2. Term.** This Agreement is effective from \_\_\_\_\_, 20\_\_\_\_\_, until terminated as provided in Section 13.

**Section 3. Tie Down.** Permittee is hereby assigned Aircraft Tie Down Space Number \_\_\_\_\_, which is located on: (circle one) float pond / asphalt / gravel / small ramp box / large ramp box.

**Section 4. Fee Rate.** Tie down fees are set by CBJ regulation (07 CBJAC 10.020(d)) according to type of space used. The monthly rate for tie down space on the float pond is charged on a seasonal eight-month per year basis. The monthly rate for all other (non-pond) tie down space is charged on a standard 12-month per year basis.

The Permittee shall pay a rate of [fill in one of following:] [\$\_\_\_\_\_ per month/12 months per year] [\$\_\_\_\_\_ per month/8 months per year], for the tie down space assignment(s) indicated above. Storage of float-equipped aircraft away from the pond is not included in the float pond tie down fee, or provided under this Agreement.

Permittee acknowledges that the above fee rates and regulations are subject to change, by action of the Airport Board and CBJ Assembly, after notice and public hearing. Notice of proposed rate changes are mailed to each permittee's address on file with the Airport; however, adopted rate or fee regulations are binding on all permittees whether or not notice is received. Permittees are responsible for keeping mailing addresses on file with the Airport Manager's office current.

**Section 5. Fee Payments.** Monthly fees for non-float pond tie down space shall be paid quarterly in advance and received by the CBJ no later than the first day of the current quarter. Monthly fees for the float pond tie down space shall be paid annually in advance, no later than the first day of March for the current seasonal year. Mid-quarter and/or mid-season additions or cancelations of assignments will be prorated.

Payments will be made to: CBJ Treasury, at 155 S. Seward Street, Juneau, AK 99801 and shall include Permittee's Customer Number or Account Number indicated on the invoice. Fees not be paid within 30 days of the billing date shall bear interest at the rate established by ordinance for late payments, or at the rate of 12 percent per annum, if no rate has been set by ordinance.

**Section 6. Identification of Authorized Aircraft.** The Permittee warrants and represents that it is the legal owner of the following aircraft, which it represents is airworthy and in good repair:

- A. Aircraft Manufacturer: \_\_\_\_\_
- B. Aircraft Model: \_\_\_\_\_
- C. Aircraft Registration (N#) \_\_\_\_\_  
 (“Authorized Aircraft”)

Advance notice and request may be made to the Airport Manager’s Office for a temporary (not to exceed 14 days) accommodation to park an alternate airworthy aircraft in the Tie Down, which request will not be unreasonably denied.

**Section 7. 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.

**Section 8. Tie Down Safety and Security.** The Tie Down shall be used, and aircraft operated and secured, in a safe and conscientious manner at all times. Permittee is solely responsible for ensuring that aircraft in the Tie Down is adequately secured to withstand severe weather and to prevent injury or damage of any kind to persons or property. The CBJ exercises no control or oversight over the mode or method of tying down aircraft and is not responsible for any damage of any kind including, but not limited to, damage caused by vandalism, weather conditions, or 'Acts of God.' Permittee assumes all risk of loss of whatever nature and kind from the use of the Tie Down.

**Section 9. Permittee-owned Tie Down Floats.** Permittees with float pond Tie Downs must, in addition to the other requirements of this Agreement, timely maintain their floats in safe condition and repair.

**Section 10. Airport Security.** Permittee is responsible for obtaining an Airport badge and for complying with all TSA and Airport access and security procedures, directives, rules and regulations.

**Section 11. Civil Fine or Penalty.** In the event that the CBJ shall be subject to any fine or penalty by reason of Permittee’s conduct in violation of an FAA, TSA or other governmental rule, regulation or requirement, the Permittee shall pay said amount of the fine or penalty, plus a 20% administrative fee to the CBJ, provided Permittee has notice and an opportunity to contest the validity or amount of such fine or penalty before the governmental entity seeking to impose it. In addition, the Permittee shall provide to the CBJ, upon request, all information concerning the incident(s) resulting in the violation, that is reasonably available to Permittee, and shall otherwise participate in any reasonable manner in the CBJ’s response and/or appeal to the governmental entity seeking to impose the fine or penalty.

**Section 12. Indemnification.** The Permittee shall defend, indemnify and hold harmless, the CBJ, its employees, agents, volunteers, consultants, and insurers from any claim, demand, damage or action arising in any way from the Permittee’s use and occupancy of the Tie Down or the performance of this Agreement. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorney’s fees even if in excess of Alaska Civil Rule 82. The obligations of Permittee arise immediately upon notice to the CBJ of any action, claim, or lawsuit. CBJ shall notify Permittee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Permittee’s obligations and may be waived where the Permittee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City.

The foregoing provision shall not be construed to indemnify the City for such damages that arise from bodily injury or property damage caused by or resulting from the negligence or willful misconduct of the City.

**Section 13. Damage or Destruction of Airport Property.** The Permittee shall be responsible for repairing and/or replacing any Airport property damaged or destroyed by Permittee, its agents, licensees or guests, including but not limited to damage or destruction to Airport infrastructure (gangways, floats, fences, gates, roadways, etc.). The Airport property shall be repaired or replaced to a condition no less than the condition to which the property was prior to the damage or destruction. If the Airport deems that the property was intentionally damaged or destroyed, or the Permittee fails to repair or replace the Airport’s property, the Airport may terminate this Agreement and repair or replace the property as it sees fit at the Permittee’s expense.

**Section 14. 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.

The parties hereby acknowledge and agree to the terms and conditions of this Agreement. The person signing below represents and warrants that he or she is the Permittee or is the authorized agent of the Permittee.

PERMITTEE: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Permittee or Authorized Agent

CBJ

\_\_\_\_\_ Date: \_\_\_\_\_  
Airport Manager or Designee