

**REVOCABLE AIRCRAFT TIE-DOWN PERMIT
KENAI MUNICIPAL AIRPORT
CITY OF KENAI**

The parties agree as follows:

SECTION 1: Definitions: The following definitions shall apply herein:

- A. "City" means the City of Kenai
- B. "Permittee" means _____
- C. "Tie-down Space" means tie-down area _____ space _____, at the Kenai Municipal Airport.

SECTION 2: Terms: This permit shall be effective from the _____ day of _____, 20____ through the _____ day of _____, _____.

SECTION 3: Fees: The Permittee shall pay to the City a fee plus applicable sales tax, in accordance with the regulations for that particular tie-down area, in advance without notice or demand at the Airport Manager's Office in the Kenai Municipal Airport, 305 N. Willow, Suite 200, Kenai, Alaska 99611. Failure of the Permittee to promptly pay in advance shall subject the aircraft to impoundment in the manner provided by Kenai Municipal Code Airport Regulations 6.05.050-060, including the imposition of impoundment and storage fees.

SECTION 4: Aircraft Identification. The aircraft which the Permittee may park at the tie-down space pursuant to this permit is described as follows:

Type _____ Model _____ Tail Number _____

The Permittee shall not place, or allow another to place, any aircraft other than the one described above at the tie-down space without first presenting proof satisfactory to the Airport Manager that the Permittee owns it and this section is amended to reflect such change.

SECTION 5: Termination. Either party may terminate this agreement for any reason upon ten - (10) days written notice to the other party. Only if the City initiates termination of the permit, the Permittee shall receive a prorate refund of the rent paid pursuant to Section 3. The Permittee shall remove the aircraft from the tie-down space no later than the effective date of termination. Thereafter, the City may remove and store the aircraft at the expense of the Permittee in accordance with Kenai Municipal Code Airport Regulations 6.05.050-060.

SECTION 6: Liability. The Permittee shall defend, save and hold harmless, and indemnify the City from any claim or action for injury to persons or property from any cause related to the Permittee's use of the tie-down space. The Permittee shall hold the City harmless for any damage sustained to the aircraft parked in the tie-down space or to other property of the Permittee or to the Permittee from any cause other than the sole negligence of the City.

SECTION 7: Permitted Use. The Permittee shall use the tie-down space for no purpose other than prescribed by regulations for that tie-down area. The Permittee shall not use the tie-down space nor permit another to use the tie-down space for any purpose that may constitute a nuisance, fire hazard or violation of any law, lawful order, rule, or regulation of the Airport Manager.

SECTION 8: Assignment. This permit may not be assigned and any attempt by the Permittee to do so shall be null and void. If the Permittee transferred title to the aircraft described in Section 4, the City shall require the person to whom title of the aircraft has been transferred to request a tie-down space. If no tie-down space is available his or her name shall be placed on a waiting list.

SECTION 9: Safe use of the tie-down space. The Permittee shall use the tie-down space in a safe manner by adequately securing the aircraft when it is stationary and by moving it to and from the tie-down space in a safe manner. The Permittee shall be responsible for keeping the tie-down anchors free of snow and ice.

SECTION 10: Jurisdiction. Any civil action brought by either party under this permit shall be commenced and maintained in the District or Superior Court, Third Judicial District, Kenai, Alaska.

SECTION 11: Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, conditions or obligations other than those contained

herein; and this agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

SECTION 12: Compliance with Law. Permittee shall take action pursuant to this permit only in accordance with all applicable statutes, ordinances, rules, regulations and laws and acknowledges, in particular, the applicability of the Airport regulations, Kenai Municipal Code to activities at the airport.

KENAI MUNICIPAL AIRPORT

PERMITTEE

Airport Manager

Name

Date

Address

City, State, Zip Code

Telephone Number

TIE-DOWN AREA

LONG TERM WHEELS: _____ GRAVEL STRIP: _____

FLOAT POND _____

FEE: _____ (Month, Season, Year) TAX: _____ TOTAL FEE: _____