



TIE DOWN PERMIT APPLICATION & AGREEMENT

Lake Hood Seaplane Base
P.O. Box 196960, Anchorage, AK 99519-6960
Phone: (907) 266-2410

Fax: (907) 266-2788

Expiration date: _____

The use of the tie down space is subject to 17 AAC Chapter 42.500 – 42.599. This permit is issued under the requirements of 17 AAC 42.510.

1. PERMITTEE'S NAME:

(If renewal, use name as approved on previous agreement. If first time permittee, use name as it appeared on the Waitlist Register, if applicable.)

**2. ADDRESS:
(Address must be kept current)**

e-mail: _____

3. TELEPHONE #:

_____ (day) _____ (evening) _____ (cell) _____ (fax)

4. AIRCRAFT TYPE & REGISTRATION NUMBERS:

Own or Lease

**Percentage
(Must be at least 33 1/3)**

N _____ Type: _____
N _____ Type: _____
N _____ Type: _____

(See page five to provide names and addresses of co-owners, lessor, or co-lessee(s) of aircraft.)

5. TIE DOWN USE: (Check one)

Non-Commercial: Aircraft used solely for personal use.

Commercial: Aircraft used in connection with a business either directly or indirectly. Any aircraft bearing the name of a business or service will be considered commercial. Likewise, any aircraft charged to business expense for tax purposes must be considered as commercial and will be subject to the commercial rate.

6. TIE DOWN SPACE NUMBER: _____

If a Float Slip, do you request permission to park one additional aircraft on your space at the same time?

Yes _____ No _____ **If yes, you must pay an additional fee and must own 100% of both aircraft.**

7. OTHER INFO:

_____ Copy of Pilot Certificate
_____ Copy of Current Medical Certificate
_____ Original Aircraft Lease Agreement* (if applicable).

*Must have original, notarized signatures and must include expiration date of the lease.

Pilot Certificate number may be omitted if it is also your Social Security number. You are not required to provide your Social Security number to obtain a tie down permit.

TIE DOWN PERMIT AGREEMENT

The State of Alaska, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport (State) whose address is Ted Stevens Anchorage International Airport, Aircraft Tie down Office, P.O. Box 196960, Anchorage, AK, 99519-6960, 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 an aircraft tie down permit (Permit) at Ted Stevens Anchorage International Airport.

In this agreement, the terms below have the following meaning: **Wheel Space** - Land space the airport manager identifies by a number and designates primarily for parking wheel-equipped aircraft. **Float Space** - A tie down space that borders the shores of Lake Hood or Lake Spenard, and that the airport manager identifies by a number and designates primarily for parking float-equipped aircraft. **Ice Space** - A tie down space on Lake Hood or Lake Spenard during a time when the lakes are sufficiently frozen to safely support aircraft and that the airport manager designates for parking ski-equipped aircraft.

A. USE OF THE SPACE

Each Permittee on a permit must fly the permittee's aircraft listed on the permit at least once from the permit space in each of any three months during each calendar year, using the tie down space as the primary base of operations from which to fly. Each permittee must also fly at least one-third of the listed aircraft's total flights to and from the space. Flights by co-owner pilots may not constitute more than two-thirds of the aircraft's total flights to and from the space. **For a float permit, only a flight in the listed aircraft flown from the lake when the aircraft is float-equipped is considered toward satisfaction of the requirements for space usage.**

If the airport manager has reason to believe that a permittee is not in compliance with the applicable requirements of 17 AAC 42.500 – 17 AAC 42.599, the manager may require the permittee to submit, to the manager, written verification or documentation the manager considers appropriate to establish that the permittee is in compliance with the applicable requirements of 17 AAC 42.500 – 17 AAC 42.599. The Permittee may only use the tie down space (Space) on the Airport for the parking of aircraft owned or leased by the Permittee. The Permittee's rights to the tie down space are only for this purpose, are not transferable, or assignable, and are subject to the terms and conditions set out in this permit and 17 AAC 42.500-599.

A Permittee may not park more than one aircraft on a wheel or ice space at the same time. The Airport Director will assess an additional charge if more than one aircraft is authorized under a permit to be parked at a float space at the same time.

B. PROHIBITED USE OF THE SPACE

The following are prohibited uses/activities: Allowing someone other than the Permittee or registered co-owner(s), lessor, or co-lessee(s) pilots to use the space; Leasing or subleasing the space for use by others; Installing underground fuel storage tanks; Installing above ground fuel storage tanks on Wheel or Ice spaces; Installing or constructing permanent improvements; Selling of fuel and the fueling of aircraft not owned or leased by the Permittee; Using as temporary or permanent living quarters; Disposing of any waste or Hazardous Substance on the Airport.

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.

C. RESERVED RIGHTS OF THE STATE

The State reserves the right to grant to others any rights and privileges not specifically and exclusively granted to the Permittee, including but not limited to easements and rights-of-way through, on or above the Space. The rights and privileges granted the Permittee in this Permit are the only rights and privileges granted to the Permittee by this Permit.

D. TERM

The term of a Wheel and Float Permit is five years; see expiration date on page one of this Permit & Application Agreement. The term of an Ice Permit is November 1 to March 31.

E. CONDITION OF THE SPACE

The State makes no specific warranties, expressed or implied, concerning the title or condition of the Space, and the Permittee agrees to accept the Space "as is." The State does not warrant the environmental condition of the Space.

F. CANCELLATION

The Permittee may cancel a tie down permit for any reason upon written notice to the airport manager. The State may cancel this Permit by giving 30 days advance written notice for failure of the Permittee to comply with 17 AAC Chapter 42. If the space is needed for airport construction, maintenance or operations, the airport manager will mail or deliver written notice to the permittee at least 60 days before reassigning the permittee to another space.

G. RENEWAL

To renew this Permit, the Permittee must file a completed Tie Down Permit Application during the 180-day period before the permit expires. If a permittee does not timely submit an application for renewal of the permit, the permit expires on its expiration date, and unless the space is needed for airport purposes, the airport manager shall make the space available to the next eligible applicant. The State shall either issue a permit or send the Permittee written notice the renewal has been rejected, stating the reasons for rejection. Ice Permits can not be renewed.

H. FEES

Under 2 AAC 42.125 (a), the fee for use of the Space will be in accordance with the fee schedule adopted by the Commissioner. Except for Ice Permits, fees must be paid semi-annually in advance. Ice Permit fees are due for the season upon issuance of the Permit. Checks, bank drafts or postal money orders must be made payable to the State of Alaska, and delivered to Ted Stevens Anchorage International Airport, P.O. Box 196960, Anchorage AK, 99519-6960. Payments may be made by Visa or Mastercard in writing or by calling the Tie Down Office or Airport Accounting Office. All payments must be made in United States currency.

FAILURE TO PAY FEES WHEN DUE WILL RESULT IN LATE FEES AND SUBJECT PERMIT TO CANCELLATION.

I. PERMITTEE OBLIGATIONS

1. The Permittee assumes full control and sole responsibility for the Permittee's activities, personnel, guests and invitees on the Airport. The Permittee will coordinate activities on the Airport with the State, and agrees to abide by all decisions and directives of the State regarding use of the Airport by the Permittee and the Permittee's personnel, employees, agents, contractors and guests.

2. The Permittee must comply with the requirements of 17 AAC Chapter 42. Permittee's signature to this agreement certifies that Permittee is in compliance with all Federal, State and local laws, rules and regulations regarding the use of the Space covered by this Permit, and agrees to remain in compliance throughout the term of this Permit.

3. The Permittee is responsible for keeping a current address on file with the State. Items returned by the post office as undeliverable may result in cancellation of the Permit.

4. The Permittee is responsible for properly securing all aircraft on the Space. The State is not responsible for aircraft loss, damage, theft or pilferage. All equipment, including floats, skis, etc., stored or used on the Space will be properly owner identified and secured to prevent movement.

5. The Permittee must perform any construction, repair, maintenance or other activity authorized by this Permit in a safe and professional manner, to ensure protection of the environment and the safety and integrity of the Airport. The Permittee must immediately notify the State of any condition, problem, malfunction or other occurrence that threatens the safety of the Airport, integrity of the Space or protection of the environment.

6. The Permittee must keep the Space clean, neat and free of debris and junk, including vehicles that are non-operational or have expired registrations. Equipment necessary for regular handling of aircraft is permitted with prior approval of Airport Operations. Vehicles and equipment are prohibited on the ice.

7. The Permittee must comply with all decisions and directions of the State regarding snow removal, maintenance and general use of the Airport by the Permittee.

J. AIRCRAFT PARKING RESTRICTIONS

During months when the waters of Lake Hood are not frozen, Float Space Permittees must use the Space for float-equipped planes. Aircraft in the Pull-Through (PT) tie downs of the Bravo Parking area must meet current size and weight requirements established by Airport policy.

K. IMPROVEMENTS

For Float Spaces, before any construction, installation or demolition of improvements on the Space, the Permittee must submit an approved Airport Building Permit. The improvements must be neat, presentable and compatible with the use of the space and surrounding area. Improvements of any kind are prohibited on Wheel Spaces. Wood anchors are suggested, and tires are not permitted on Ice Spaces. Anchor material must be removed from Ice Spaces before breakup.

L. RIGHT OF STATE TO PERFORM

If after 10 days following notice from the State, or less if an emergency exists, the Permittee fails or refuses to perform any action required by this Permit, the State will have the right, but not the obligation, to perform any or all such actions required by this Permit at the sole expense of the Permittee. The State will submit to the Permittee a statement of the expenses incurred by the State in the performance by the State of any required action. The amount shown to be due on each statement must be paid by Permittee within 30 days from issuance.

M. SELF-FUELING

If the Permittee self fuels or handles any Hazardous Substance on the Airport, the Permittee agrees to safely transport, store, dispense and otherwise handle fuel and Hazardous Substances in a safe and environmentally responsible manner and in accordance with all applicable federal, state and local laws, and Airport Guidelines on Storage and Handling of Fuels. If fuel or a Hazardous Substance is spilled on the Airport by the Permittee, or as a result of the Permittee's operations, the Permittee must immediately notify the State and the Alaska Department of Environmental Conservation, as required by regulations, 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 State.

N. RELOCATION

The Airport Director may reassign a permittee to another tie down space for airport expansion, development, operation or other state purpose or that it is otherwise in the best interest of the state to do so.

O. FUEL STORAGE TANKS - FLOAT SPACES

1. The Permittee must obtain an approved Airport Building Permit before installation of an above ground fuel storage tank on a Float Space.

2. Upon the expiration, termination or cancellation of this Permit, if the Permittee has an above ground storage tank on the Space, Permittee will either:

(a) Remove the tank at the Permittee's expense and restore the Space to the satisfaction of the State, or

(b) Provide the State, to the State's satisfaction, a signed bill of sale and a notarized affidavit showing transfer of ownership and liability of the above ground storage tank to the succeeding permittee. This affidavit must clearly demonstrate that the new permittee understands and acknowledges that an above ground storage tank is located on the Space and that the new permittee is accepting ownership of the tank and responsibility to the State for the removal of the tank and remediation and restoration of the Space upon the expiration, termination or cancellation of the new permittee's Permit.

P. AIRCRAFT/PROPERTY IMPOUNDMENT

Any aircraft in the Space not listed on the Permit Application as owned or leased by the Permittee, or any aircraft remaining in the Space after the expiration, termination or cancellation of this Permit is illegally parked. Any illegally parked aircraft or other personal property left on the Space after the expiration, termination or cancellation of this Permit is subject to impoundment and fees, and may be sold as abandoned property if not redeemed within 90 days. Fees incurred as a result of this process are the responsibility of the permittee.

Q. VACATION

At the expiration, cancellation or termination of this Permit, the Permittee must peaceably and quietly vacate the Space and return possession to the State. The Space must be left in a clean, neat and acceptable condition to the satisfaction of the State. Rent will be charged until the Space is vacated and restored to an acceptable condition.

R. DISPOSITION OF IMPROVEMENTS

Except as provided for in Section N, when this Permit or any renewal expires, is terminated or is canceled, improvements on the Space will, at the sole discretion of the State, either automatically vest in the State, or must be removed by the Permittee at the Permittee's sole expense.

S. LAWS AND TAXES

At no expense to the State, the Permittee shall conduct all activities or business authorized by this Permit in compliance with all federal, state and local laws, ordinances, rules and regulations that apply to the activities or operations authorized in this Permit or to the use, care, operation, maintenance and protection of the Airport, including, but not limited to, matters of health, safety, sanitation and the environment. The 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 the parties, the laws of the State of Alaska will govern, and any lawsuit must be brought in the courts of the State of Alaska, Third Judicial District, after exhaustion of administrative remedies.

T. ASSIGNMENT, SUBLEASES, LIENS

This Permit is not transferable and may not be liened for any reason. Subleasing or loaning of the Space is prohibited.

U. INDEMNIFICATION

The Permittee shall indemnify, defend and hold the State, including its 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 the Permittee, its agents, employees, guests or customers arising from or connected with the Permittee's use and occupation of the Space or the exercise of the rights and privileges granted by this Permit. Notwithstanding the above, if more than 60 percent of the legal cause of the loss or obligation is due to the state's negligence or willful misconduct, the loss or obligation is to be apportioned between the state and the permittee according to comparative fault. The permittee and the state are to seek in good faith to agree to an apportionment of the loss or obligation without or independent of litigation.

