

ASSIGNED-SPACE AIRCRAFT PARKING (TIEDOWN) PERMIT
COMMERCIAL USE

SAMPLE – FOR INFORMATION ONLY

1. FOR THE PURPOSE OF THIS PERMIT, THE FOLLOWING DEFINITIONS APPLY:

Airworthy: The condition of an aircraft that is legally authorized and mechanically capable of flight through the air.

Base of Operations:

A. The location at which an aircraft spends the greatest time not in flight on an annual basis or, for a float-equipped aircraft, either on an annual basis or during the period the airport float facility is unfrozen and open for use;

B. Each airport where a commercial aviation business does one or more of the following:

- 1) primarily maintains and repairs aircraft during its aircraft operation season;
- 2) primarily maintains and repairs aircraft on an annual basis;
- 3) conducts its greatest number of operations or dollar volume of transactions with its customers;

Commercial Aviation Business: A person or enterprise that holds itself out to carry passengers or cargo by aircraft, to perform other aerial services, or to provide aircraft for hire, rent, or lease, either for compensation or in connection with other compensated services and includes:

A. Scheduled passenger and cargo airlines;

B. Air taxis and other contract and charter air transportation providers, including a service that operates an aircraft in flight-seeing or photographic tours, fishing or hunting guiding, fish spotting or counting, or aerial photography or mapping service;

C. Operators of aircraft to provide transportation to or from a hotel, motel, lodge, commercial or work camp, work site, or other place of employment or public accommodation under an arrangement or understanding with the operator of that facility or activity;

D. Aircraft leasing and rental businesses.

Long-term: A term of five years.

Permit: This Assigned-Space Aircraft Parking (Tiedown) Permit for Commercial Use submitted by the Permittee and executed by both the Permittee and Permitter.

Permittee: The person who enters into this Permit with the ADOT&PF.

Permitter: Alaska Department of Transportation and Public Facilities (ADOT&PF).

Renewal Permit: A new Permit issued to a Permittee after expiration of a Permit that allows the Permittee to continue to hold a Tiedown Space without interruption.

Short-term: A term of one year or less.

Tiedown Space: A location on the airport that is accessible to and is of sufficient dimensions to accommodate a light aircraft, that the Airport Manager has described by markings on the ground, rough dimensions, or reference points and designated for parking wheel, ski or tundra tire-equipped light aircraft, and may be the subject of a Tiedown Permit.

2. AUTHORIZED USE OF TIEDOWN SPACE: The Permittee accepts the Tiedown Space on an “as-is” basis and shall keep the Tiedown Space in a clean, neat, and presentable condition. Permittee may use the Tiedown Space on the airport for conducting a Commercial Aviation Business and parking an aircraft owned or leased by the Permittee. Tiedown Space may be used in conjunction with another agreement Permittee has on the airport or may serve as the Permittee’s Base of Operations. This Permit does not convey to the Permittee a real estate interest in the Tiedown Space. Subject to the requirements and limitations of this Permit, the Permittee may use the Tiedown Space only to:

A. Perform a Part 135 Air Taxi Commercial Aviation Business.

B. Park one Airworthy aircraft that are listed in this Permit.

C. Perform minor maintenance and repair on the aircraft listed on this Permit and authorize others to perform maintenance and repair on the aircraft listed on this Permit.

D. Subject to 17 AAC 45.055, 17 AAC 45.080, and 17 AAC 45.085, as applicable:

- 1) park one Permittee-owned vehicle and one guest-owned vehicle in the Tiedown Space while the aircraft assigned to the space is on a flight, unless the airport manager determines that the vehicle parking will interfere with other airport tiedown users or the maintenance, operation, or safety of the airport;
- 2) park one Permittee-owned vehicle in the Tiedown Space while the Permittee is fueling, maintaining, repairing, or readying for flight an aircraft identified in Permit;
- 3) allow an aircraft service vendor to park a vehicle in the Tiedown Space only while the service vendor is fueling, maintaining, repairing, or otherwise servicing an aircraft identified in the Permit;
- 4) park and use a motor vehicle equipped with an aviation fuel tank or fuel dispensing apparatus to fuel an aircraft identified in the Permit, for a period not to exceed 72 consecutive hours, without prior Permitter approval.

E. If the Permitter has approved doing so in writing, and subject to the requirements and restrictions of this Permit, Permittee shall be authorized to install a tiedown anchoring device at the Tiedown Space. Once installed, the tiedown anchoring device becomes part of the realty.

3. REQUIRED USE OF TIEDOWN SPACE:

Within 90 days after the effective date of a Long-term Permit, or 45 days after the effective date of a Short-term Permit, the Permittee must begin parking an Airworthy aircraft on the Tiedown Space identified in the Permit. If a Permittee sells or transfers the Permittee's interest in an aircraft identified in the Permit or if the aircraft ceases to be Airworthy, the Permittee shall give the Permitter notice of the sale, transfer, or unairworthy condition of the aircraft within 30 days after the date of the sale or transfer or the first date the aircraft is no longer Airworthy. To retain the space, the Long-term Permittee has 270 days from the earliest of the date of the sale or transfer of the aircraft, the first date the aircraft ceases to be airworthy, or the date of the Permitter's written notice to (1) obtain a replacement aircraft that is Airworthy; (2) restore the aircraft to an Airworthy condition; or (3) remove the aircraft from the space and relinquish the Permit.

4. PROHIBITIONS:

- A. Placement of a fixed fueling tank.
- B. Parking for over 72 hours of a vehicle with an aviation fuel tank or fuel dispensing apparatus used to fuel an aircraft.
- C. Selling or dispensing fuel into aircraft not listed on the Permit.
- D. Storage of personal property, other than permitted aircraft and vehicles, on the Tiedown Space.
- E. Use of the Tiedown Space for the storage of junk, trash, debris, salvage or unusable equipment.

5. PERMITTEE OBLIGATIONS:

- A. The Permittee assumes full control and sole responsibility for the Permittee's activities, personnel, and guests on the airport. The Permittee will coordinate activities on the airport with the Permitter and abide by all decisions and directives of the Permitter regarding use of the airport by the Permittee and the Permittee's employees, agents, contractors and guests.
- B. Permittee must escort all passengers and guests in the Airport Operations Area.
- C. The Permittee is responsible for properly securing all aircraft on the Tiedown Space. The Permitter is not responsible for aircraft loss, damage, theft or pilferage.
- D. The Permittee will keep the Tiedown Space in a clean and neat condition as determined by the Permitter.
- E. For the term of this Permit, or any renewal, the Permittee is responsible for the maintenance of the tiedown anchoring device.

6. FEES: The Permittee shall pay the fee established for this Permit as shown below. The Long-term Permit fee is payable semiannually, in advance. The first six months' payment is nonrefundable. The Short-term Permit fee is payable every three months, in advance. The first three months' payment is nonrefundable. All payments must be made in United States currency in the form of cash, check, bank draft, or postal money order made payable to the State of Alaska or by credit card (VISA or MasterCard only). Payments must be delivered to the Aviation Leasing office at the address listed on page 1 of this Permit or any other address that the Permitter may designate in writing. Failure to pay fees when due may result in cancellation of this Permit.

Tiedown Space Fees

Tail-In, Unpaved	\$41/month	Tail-In, Paved	\$48/month
Taxi-through, Unpaved . . .	\$55/month	Taxi-through, Paved . . .	\$61/month
Heavy aircraft (>6,000 lb. CMGTW) . \$41 for 1 st 6,000 lbs. plus \$14 per 1,000 lbs. over 6,000 lbs.			

Surcharge

Electrical power access . . \$14/month (does not include the cost of meter and electricity)

7. TERM: The term of this Permit is < (<) < from < through <. A Permittee who wishes to renew an expiring Commercial Use Tiedown Permit must, at least 30 days before the expiration date of the Permit, submit an application for a Renewal Permit on a form provided by the Permitter, in accordance with 17 AAC 45.530(e).

8. CURRENT ADDRESS: The Permittee must notify the Permitter of any change in mailing address, telephone or facsimile number, or electronic-mail address. The Permitter will mail or deliver any notice regarding this Permit to the address most recently provided by the Permittee.

9. NO ASSIGNMENT OR SUBLEASE: The Permittee may not transfer this Permit or sublet or loan the Tiedown Space to another person.

10. INSPECTIONS: The Permitter shall conduct periodic inspections of Tiedown Spaces and Permit files to monitor compliance with the requirements of 17 AAC 45.500 – 590 (Assigned-Space Aircraft Parking) and specifically to confirm that a properly equipped, Airworthy aircraft that is listed on this Permit is parked on the Tiedown Space as required and that the Permittee is the owner or lessee of the aircraft parked on the Tiedown Space. If the Permitter has reason to believe that the Permittee is not in compliance with these requirements, the Permitter may require the Permittee to submit documentation to establish that the Permittee is in compliance.

- 11. SNOW REMOVAL:** Snow removal from the aircraft and the Tiedown Space is the sole responsibility of the Permittee and must be coordinated with the Airport Manager. The Permitter is not obligated to perform snow and ice removal in the Tiedown Space.
- 12. ELECTRICITY:** The Permitter is not responsible for any damage to cords or other related equipment if electrical power is supplied from an area other than the Tiedown Space.
- 13. AIRCRAFT OPERATION AND PARKING:** The Permittee keeps or brings an aircraft onto the airport at the Permittee's own risk with respect to security, maintenance, and operation of the aircraft. The Permittee shall operate an aircraft so as to minimize engine, propeller, or rotor wash on an aircraft, person, or property. The Permittee shall park an aircraft and vehicle on the Tiedown Space in such manner as to avoid any interference with or obstruction of public roads and taxiways and other Tiedown Spaces and premises. The Permittee may use only screw-in or duckbill tiedown equipment, or another method that the Permitter specifically approves, in writing, to anchor an aircraft on the Tiedown Space.

At no expense to the Permitter, the Permittee shall conduct all activities authorized by this Permit in compliance with all terms of this Permit and with all federal and state rules and regulations that apply to the activities authorized in this Permit or to the use, care, operation, maintenance, and protection of the airport, including matters of health, safety, sanitation, and pollution. The Permittee shall obtain all necessary licenses and permits and pay other fees and charges assessed.

- 14. AIRCRAFT AND VEHICLE IMPOUNDMENT:** An aircraft or vehicle that is parked in violation of this Permit or any applicable provision of 17 AAC Chapter 45 is subject to impound by the Permitter under 17 AAC 45.115 (Impound).
- 15. SELF-FUELING:** If the Permittee fuels the Permittee's owned or leased aircraft on the airport, the Permittee agrees to safely handle, store, transport, or dispense fuel on the airport in a manner consistent with fire codes and other applicable law. Permittee must contact the State Fire Marshal and Permitter for approval prior to bringing a motor vehicle equipped with an aviation fuel tank or fuel dispensing apparatus onto a State airport. Permittee shall maintain spill prevention and response capability that is readily accessible during fueling operations.

At any time, the Permitter has the right to inspect all fueling equipment used by the Permittee on the airport to determine if the Permittee's fueling equipment and operations conform to the applicable laws, regulations, and codes. The Permittee, prior to any further fueling operations, will accomplish any corrective action deemed necessary by the Permitter.

If fuel or hazardous substances are spilled on the airport by the Permittee or as a result of the Permittee's operations, the Permittee will act promptly to contain the spill, repair any damage, absorb and clean up the spill, immediately notify the Permitter and the Alaska Department of Environmental Conservation, and restore the affected area to the satisfaction of the Permitter.

16. INDEMNIFICATION:

- 1) The Permittee will indemnify, save harmless, and defend the Permitter, its officers, agents, and employees from and against any and all liabilities, losses, suits, administrative actions, claims, awards, judgments, fines, demands, damages, injunctive relief or penalties (specifically including civil penalties assessed by the FAA, TSA, USDOT or any other federal agency) of any nature or kind to the full extent of the loss or obligation for property damage, personal injury, death, violation of any regulation or grant agreement, or any other injury or harm, including sums paid in settlement of claims, attorney fees, consultant fees, expert fees, or other costs and expenses, directly or indirectly arising from, connected to or on account of this Permit as it relates to the Permittee, the Permittee's activities at or relating to the airport, or any act or omission by the Permittee, or by any of its officers, employees, agents, contractors, or subpermittees.
- 2) Notwithstanding 1) of this provision, as to any amount paid by the Permitter or the Permittee to others for personal injury or property damage with respect to which an act or omission of the Permitter is a legal cause, the Permittee and the Permitter shall reimburse each other, as applicable, according to the principles of comparative fault. This provision for reimbursement according to comparative fault is not intended to be construed to affect the rights of any person who is not a party to the Permit.

- 17. REASSIGNMENT OF TIEDOWN SPACE:** If the Permitter requires access to a Permittee's Tiedown Space for construction, repair, or other purposes, the Permitter may temporarily assign an alternate space to the Permittee for the duration of the Permitter's need for the space, subject to the provisions of 17 AAC 45.530.

18. CANCELLATION OF PERMIT:

- A. The Long-term Permittee may cancel this Permit for any reason upon 30 days' written notice to the Permitter. The Short-term Permittee may cancel this permit for any reason upon 10 days' written notice to the Permitter.
- B. The Permitter will cancel this Permit upon 30 days' written notice of noncompliance to the Long-term Permittee, or 10 days' written notice of noncompliance to the Short-term Permittee, if the Permittee fails to pay the required rent for the space and any applicable electrical access fee when the fee is due or fails to comply with any provision of this Permit or an applicable requirement of 17 AAC 45.500 – 17 AAC 45.590.
- C. The Permitter may cancel an assigned-space Permit for any reason not in violation of law (1) 45 days after the Permitter gives the Permittee written notice of the Permitter's intent to cancel a Short-term Permit; (2) 90 days after the Permitter gives Permittee written notice of the Permitter's intent to cancel a Long-term Permit; or (3) after as much notice as may be practical under the circumstances if the Permitter determines that the space is needed on an emergency basis.
- D. After cancellation of this Permit, Permitter will determine the fee payable for the Tiedown Space to the date the Permittee relinquishes and vacates the Tiedown Space under 17 AAC 45.530(h). The Permitter will refund any excess fee paid by the Permittee after deducting any amount owed to the Permitter under any other contract between Permitter and Permittee. **NOTE:** The first six months' Tiedown Space fee of a Long-term permit, or the first three months' Tiedown Space fee of a Short-term permit, is not refundable.

19. VACATING A TIEDOWN SPACE: If this Permit has expired and is not followed by a Renewal Permit, if this Permit has been cancelled, or if the Permittee is reassigned to a new Tiedown Space, the Permittee shall immediately vacate the Tiedown Space at no expense to the Permitter and remove all of the Permittee's personal property from the vacated space and restore the space to a clean, neat, and presentable condition to the satisfaction of the Permitter. Permittee may not remove the tiedown anchoring devices without prior written authorization by the Permitter. The Permittee remains responsible to pay the Permit fee and to abide by all other Permit obligations, including maintenance of the space, through the date on which the Permittee relinquishes possession of and completely vacates the space, in accordance with 17 AAC 45.530(h).

20. PROTEST: An applicant or Permittee may protest the Permitter's decision to deny an application or to cancel, reassign, or suspend a Permit under 17 AAC 45.910.

21. REQUEST FOR EXTENSION OF TIME: If the Permittee shows good cause to the satisfaction of the Permitter, the Permitter may approve a request to extend the time to perform an act required under this Permit. The request must be in writing and include justification for the request and a date by which the required act will be completed. Any extension or combination of extensions granted under this section may not exceed 90 days.

22. RIGHTS RESERVED TO THE PERMITTER: The Permitter 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 Tiedown Space. The rights and privileges granted the Permittee in the Permit are the only rights and privileges granted to the Permittee by this Permit.

23. LAWS, TAXES AND CLAIMS: The Permittee, at no expense to the Permitter, shall comply with all applicable requirements of Federal, State and Local statutes, regulations and ordinances in effect during the term of this Permit. The Permittee will pay all taxes, special assessments, and fines lawfully imposed upon the Tiedown Space and the property within, and pay other fees and charges assessed under applicable public statutes and ordinances. The Permittee will notify the Permitter within 15 days after the Permittee first receives any claim, demand, or lawsuit arising out of the Permittee's occupation or use of the airport or the premises. Upon the Permitter's request, the Permittee will cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the airport or the premises.

24. DISPUTES: 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, Municipality of Anchorage, after exhaustion of administrative remedies.

25. AFFIRMATIVE ACTION. If required by 14 CFR Part 152, subpart E, the Permittee will undertake an affirmative action program to ensure that no person will be excluded from participating in any employment activities offered by the Permittee on the grounds of race, creed, color, national origin, or sex. No person may be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by subpart E. The Permittee further agrees that it will require its suborganization(s) provide assurance to the Permitter to the same effect that they will also undertake affirmative action programs and require assurances from their suborganization(s) as required by 14 CFR, Part 152, subpart E.

26. DISCRIMINATION. The Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. The Permittee recognizes the right of the Permitter to take any action necessary to enforce this provision, including actions required pursuant to any federal or state law.

I certify that each aircraft listed in this Permit is Airworthy. I further certify that I have read, understand, and agree to comply with the terms and conditions of this Permit and 17 AAC 45; that all information I have furnished is current, complete, and accurate; and that I own or lease the aircraft described in this Permit. I understand that I am personally obligated to immediately report changes in the information given in this Permit to the office of Aviation Leasing office at the address shown on page 1.

SIGNATURE

TYPED/PRINTED NAME

DATE

SIGNATURE OF CO-APPLICANT

TYPED/PRINTED NAME

DATE

Applicant must return this signed Permit within 20 days of the Permitter's postmark or hand-delivery date.

THIS SECTION TO BE COMPLETED BY AUTHORIZED LEASING PERSONNEL ONLY

Entered into on behalf of the State of Alaska, Department of Transportation and Public Facilities, Aviation Leasing.

SIGNATURE

DATE

TYPED/PRINTED NAME

TYPED/PRINTED TITLE