



Owosso Community Airport

205 Airport Drive
Owosso, MI 48867

Phone: (989) 725-1969
Fax: (989) 729-9639

COMMERCIAL OPERATOR'S AGREEMENT **Airport Board Approved Feb 2012**

THIS AGREEMENT is entered into this 1st day of January, A.D., Year, by and between Shiawassee County Airport Board, 205 Airport Drive, Owosso, Michigan, hereinafter referred to as "Airport", and FBO Name, of Street Address, Owosso, Michigan, hereinafter referred to as "Operator".

WITNESSETH:

WHEREAS, Airport owns and operates an airport known as Owosso Community Airport; and

WHEREAS, the Operator is engaged in a general air service business, and

WHEREAS, the Operator desires to perform maintenance, minor and major repairs and alterations to aircraft, sell aircraft accessories and parts, supply pilot needs including the rental of aircraft, together with such rights and privileges set forth below.

FOR AND IN CONSIDERATION of the mutual covenants hereafter provided, Airport and Operator agree as follows:

1. TERM: Subject to early termination as hereafter provided, Operator shall have the right to conduct its commercial operations as herein set forth for a term of 1 year commencing on the 1st day of January, A.D., 2000 and ending on the 31st day of December, A.D., 2000.

2. RENTAL.

(a) Operator shall pay to Airport for the privilege and license to conduct its commercial operations, as above stated, a fee of \$300.00 per year, payable in the month of January of each year. The Operator may include the use of one (1) ramp area tie down for an additional fee of \$200.00 per year for a total of \$500.00 per year.

(b) Service fee: If during the term of this Agreement Operator shall be late in making payments or other fees and charges, as provided herein, Operator shall pay and Airport shall receive a service charge of one (1%) per cent per month of such late payments, fees and charges each and every month until said amount is paid. This shall be in addition to and in no way affect any other rights reserved to Airport or existing in Airport by virtue of the laws of the State of Michigan or by the terms of this Agreement.

3. PURPOSES FOR WHICH COMMERCIAL OPERATOR IS GIVEN THE ABILITY TO OPERATE. Commercial operator shall be given the opportunity to operate a fixed base service and to perform aircraft maintenance, repairs, alterations, sell aircraft parts, accessories, aircraft rental and to supply pilot needs and such other activities consistent with a Fixed Base Operator.

4. CONDUCT OF COMMERCIAL OPERATIONS. In its exercise and carrying out of the rights, privileges, duties and obligations granted to it herein. The Operator hereby obligates itself to the following requirements and regulations:

(a) Operator agrees that all of its employees shall have, as required by law, all applicable certificates or licenses.

(b) Operator further agrees that all local, federal and state ordinances and laws will be observed, including the rules and regulations of the federal and state aeronautical authorities and the local governing authorities

(c) Operator further agrees to observe and follow all Rules, Regulations and Procedures of the Owosso Community Airport.

(d) The operations of the Operator, its employees, invitees and those doing business with it, and the manner in which it supplies goods and services at Owosso Community Airport which it is given the right to do under the terms hereof, shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at Owosso Community Airport.

(e) Operator shall not supply goods or services not directly related to either general aviation or fixed-based operation activities.

(f) Operator shall obtain approval from the Airport Board for all signs, posters and onsite advertisements to be used in conjunction with commercial activity and in advance of such use.

(g) Operator, at all times, shall keep and conduct its operations so that it is neat, clean and orderly and free from any unsightly accumulation of any nature whatsoever.

5. HOLD HARMLESS PROVISION. Operator agrees to defend and hold Airport harmless from any claim, suit, judgment or processes of any nature whatsoever arising solely out of the alleged negligent, wrongful or unlawful acts or omissions of Operator, its agents, licensees, invitees and employees. The Operator shall be solely responsible for the services and products sold on the Airport premises.

6. LIENS. The Operator shall protect and indemnify the Airport against liens of every kind or character for labor performed, services supplied or material furnished.

7. COMPLIANCE WITH FEDERAL NONDISCRIMINATION LAW. The Operator and its employees agree that no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said services and or employment.

8. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Airport reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

9. The Airport reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desire or view of the Operator, and without interference or hindrance.

10. The Airport reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Operator in this regard.

11. The Operator shall be subordinate to the provisions and requirements of any existing or future agreement between the Airport, Michigan Bureau of Aeronautics and the United States, relative to the development, operation or maintenance of the airport.

12. The Airport shall retain the right to temporarily close all or any part of the airport or any of the facilities thereon for maintenance, improvement, or for the safety of the public for as long as the factual situation reasonably warrants.

13. MODIFICATIONS. Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

14. TERMINATION, CANCELLATION, FORFEITURE. Operator and Airport agree that this Agreement shall terminate at the expiration of the term herein specified. Further, that upon the breach by Operator of any of the covenants, terms and conditions herein, and/or its failure to carry out its obligation to provide to the public the goods, services and facilities which are called for herein and at the times and in the manner prescribed by Airport, Airport shall have the right to give written notice to Operator, within thirty (30) days from the date of such breach to in "good faith" cure such breach and if such breach is not in "good faith" cured or corrected by Operator, this Agreement, and all rights, privileges and concessions herein granted, may be deemed forfeited by Operator and cancelled by Airport, upon receipt by Operator of notice in writing from Airport of such cancellation, termination or forfeiture of all rights hereunder. This shall be in addition to and shall in no way affect any other rights reserved to Airport and existing in Airport by virtue of the laws of the State of Michigan or by the terms of this Agreement. Operator may terminate this Agreement if the Owosso Community Airport ceases to be operated as a public airport and landing field, provided that the conditions of paragraph 4 shall remain in effect.

15. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.

16. ARBITRATION. Any disputes relating to or arising from this Commercial Operators Agreement shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association then in force.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

WITNESSES:

LESSOR: SHIAWASSE COUNTY AIRPORT BOARD

BY ITS: Chairman

BY ITS: Manager / Secretary

LESSEE: Commercial Operator Name:

Signed by:

/

Title:
