



TIE DOWN AGREEMENT

COLLIER COUNTY AIRPORT AUTHORITY
2005 MAINSAIL DRIVE, SUITE 1
NAPLES, FLORIDA 34114
(239) 642-7878

THIS LICENSE AGREEMENT is made and entered this ____ day of _____, 20____, by and between the Collier County Airport Authority (hereinafter referred to as "Authority"), and:

Name: _____
Type of Entity: _____
Phone Number: _____
Address: _____
Email Address: _____

(Hereinafter referred to as "Licensee")

1. PREMISES AND TERM: The Authority hereby licenses an aircraft parking space at the _____ Airport. This License is not a guarantee of a specific parking location and is subject to availability of paved/grass parking areas as determined by the Airport Manager or designee and may be changed from time-to-time by the Airport Manager or designee without any permission or approval from Licensee. This bare license with no interest attached begins on _____, and will continue on a month to month basis **until at least 30 days' advance written notice to terminate is given by one party to the other** _____ (initial). The Authority may terminate this agreement for cause, as defined below, on 3 days written notice to licensee.

2. AUTHORIZED AIRCRAFT: The Premises shall only be used for the parking and storage of the Licensee's following described aircraft:

Aircraft Tail No.: _____ Aircraft Classification: _____
Aircraft Color: _____
Aircraft Make: _____
Aircraft Model: _____

3. FEE: Licensee shall pay an initial parking fee of \$ _____ monthly, plus applicable Florida sales tax, which represents a _____ tenant discount, provided the associated minimum term of _____ is met, and due in advance on the first day of each month without demand. Should Lessee desire to terminate in advance of the minimum term, Lessee will be charged the next higher tier rate in accordance with the Authority's published Rate Structure. This fee may be increased during the term of this license subject to the Authority giving Licensee at least thirty (30) day's advance notice of the increase. Any failure to pay the fee in full and in advance shall require payment of a late fee equal to thirty dollars (\$30.00) and any failure to pay in full and on time shall be cause for termination for cause of this agreement. In addition to a late charge, in the event Licensee fails to pay the rentals, fees or charges as required to be paid under the provisions of the agreement within thirty (30) days after the same shall become due, interest at one and one half percent (1.5%) per month shall accrue on the delinquent payment(s) until the same are paid.

4. MAINTENANCE: Licensee accepts the premises "as is." Licensee is responsible for all other damage to the premises caused by Licensee's use of the premises.
5. LIABILITIES: Licensee hereby waives all future claims against the Authority, its employees, agents and/or representatives for any and all liability for damage to the aircraft. Any act or use of the premises by Licensee not expressly authorized by this agreement, including storage of any flammable liquid or gel in the aircraft, and/or storage of other than aircraft fuel and oil in the aircraft's tanks is unauthorized use. Hazardous materials are strictly prohibited. The Authority shall have no obligation to take any measures to protect the aircraft from weather, including wind. The Authority shall have no obligation to notify the Permittee of any approach of inclement weather, including any hurricane.
6. USE OF PREMISES: The premises shall be used only for the parking of airworthy aircraft owned or leased to the Licensee. All other use of or storage within the premises is strictly prohibited unless authorized in writing by the Airport Manager.
7. TERMINATION FOR CAUSE: Notwithstanding the notice provision of paragraph 1 above, the Authority may terminate this agreement for cause by giving Licensee not less than three (3) days' advance written notice to vacate. Any breach of this agreement by Licensee is cause for such termination. If Licensee does not remove its aircraft and all other property brought onto the premises by or on behalf of Licensee, the Authority may summarily remove all such property without any liability.
8. SECURITY AND KEYS: Licensee agrees to cooperate with the Authority in every respect, including security regulations. The Authority shall not be responsible for theft, vandalism, pilferage, or other damage or loss to any property except that which result through negligence of the Authority. The Authority's liability is subject to the limits of Section 768.28, Fla. Stat., Florida's Sovereign Immunity Law.
9. LEASE POLICY: Licensee shall be provided with the Authority's Lease Policy, which the Authority may amend from time to time. The terms of this policy shall be deemed to be incorporated by reference into this Agreement, and Licensee shall be bound by the terms of this Lease Policy, as of the 1st day of the second month Licensee receives a copy of the Lease Policy or an amended Lease Policy. With respect to any terms in this Agreement, which are in conflict with the Lease Policy, the Lease Policy shall control.
10. RULES AND REGULATIONS: Licensee shall comply with the Authority's published Rules and Regulations for this Airport, which are on file at the address set forth above, as such regulations may be amended from time to time by the Authority including such reasonable and uniform landing fees, rates or charges, as may from time to time be levied for airfield operational privileges and/or services provided at the Airport.. Licensee shall also comply with any and all applicable governmental statutes, rules, orders and regulations. Licensee shall not allow any signs, cards or placards to be posted or placed on the Premises without prior written approval of the Authority.
11. ASSIGNMENT: This Agreement is personal to Licensee. Licensee shall not assign this Agreement, and may not sublet the Premises, or any part thereof without advance written approval from the Authority, which approval shall be in the Airport Director's sole discretion.
12. DISCHARGE OF LIENS: In the event of the filing of any mechanic's lien or materialman's lien or liens, or any other charge whatsoever against the Premises or any improvement thereof during the term of the agreement, (or any extension thereof), Licensee immediately shall take all necessary steps to secure the release of same. In the event Licensee fails to take reasonable steps to secure the release of any such liens

or charges, the Authority upon ten (10) days' prior written notice to Licensee, shall have the right and privilege of taking the necessary steps, including payment, to secure the release of any such lien or charge, and any amount so paid by the Authority including reasonable expense and costs (including attorney's fees), shall be added to the rental due hereunder from Licensee to the Authority and shall be paid by Licensee to the Authority immediately upon receipt by Licensee from the Authority of any itemized statement thereof.

13. INDEMNIFICATION: Licensee shall defend, indemnify, and hold Authority and its officers, agents, servants, representatives and employees harmless from and against any and all loss, damage, actions, lawsuits, claims, cost and expense (including attorneys' fees), as a result of any personal injury, death, property damage, penalty, fine or any other claim or suit of whatever nature, arising in any way from Licensee's occupancy and use of the Premises or the Airport. Any and all other personal property of Licensee or his officers, employees, servants, agents, guests or business visitors shall be stored and otherwise used on the Airport at Licensee's sole risk of damage or loss.

14. SURRENDER-DAMAGES: At the termination of the agreement, Licensee will immediately surrender, release and yield up the premises to the Authority peaceably, quietly and in good order and condition, reasonable wear and tear are expected. If failing to do so, Licensee will pay as rental to Authority for the entire time such possession is withheld, the sum of Ten Dollars (\$10.00) plus one thirtieth of the monthly rental in effect at the time of said termination, per day or for any such penalty or payment as may be provided in the agreement, at the option of the Authority; provided that the provisions of this clause shall not be deemed a waiver by Authority of any right of re-entry as herein provided, nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmation of tenancy, by Authority, operate as waiver of any right or remedy available to Authority hereunder for a breach of any of the covenants contained in the agreement. Upon the expiration or termination of the agreement, Licensee shall remove its personal property and equipment from the premises. Licensee shall be liable for and pay for any damage caused to the premises or any other property of Authority because of Licensee's occupation of the premises, Licensee's removal or failure to remove Licensee's property, including but not limited to any and all costs incurred by the Authority in removing and storing Licensee's property.

15. DEFAULT-TERMINATION:

A. In the event of default by Licensee in the payment of the rental obligation on the day the same becomes due or payable, which default continues for ten (10) days, or in the event of any default by Licensee with respect to any other covenant or obligation of Licensee under the Agreement, then in any or either of such events, Authority at its election, at or after the expiration of ten (10) days' previous notice in writing of such default sent as provided below to Licensee, may declare a forfeiture and termination of the agreement. All rent due or to become due under the then existing term of the Agreement shall become immediately due and payable at that time.

B. Authority further shall have the right to terminate the Agreement in the event of the occurrence of any of the following: insolvency of Licensee, liquidation or dissolution of Licensee; the institution of a voluntary or involuntary bankruptcy proceeding by or against Licensee; assignment by Licensee for the benefit of creditors; the appointment of a receiver or trustee to manage the property of Licensee or if Licensee fails to adhere to the provisions of the Agreement.

C. All the remedies referenced herein shall be in addition to and not in derogation of any remedies provided in the Agreement or available at law or in equity.

16. DESTRUCTION OF PREMISES: In the event that the Premises or the improvements located thereon shall be destroyed in whole or in part by fire, or other casualty, Licensee, at its option, may terminate this Agreement or, at its cost and expense, may elect in writing to Authority to repair or reconstruct said Premises or improvements. Such election shall be made within thirty (30) days of the date of such destruction. If such election is made, rental payments shall continue unabated and uninterrupted.

17. AIRPORT DEVELOPMENT: The Authority reserves the right to further develop or improve the landing and other areas of the Airport as it sees fit, regardless of the convenience, desires or view of the Licensee, and without interference or hindrance.

18. ATTORNEY FEES: Licensee shall pay the cost of collection and reasonable attorney's fees whenever the Authority retains the service of an attorney to collect overdue rents or to enforce any other term or condition set forth in this Agreement or Lease Manual.

19. AIRPORT OPERATIONS: Licensee shall prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard, and will restrict the height of structures, objects of natural growth and other obstructions on the Premises to such height as comply with Federal Aviation Regulations, Part 77.

20. CONDEMNATION: If, at any time during the term of the agreement, title to the whole or substantially all of the premises shall be taken in condemnation proceedings or by any right of eminent domain, the affected agreement(s) shall terminate and expire on the date of such taking. The fixed rental and other charges payable hereunder shall be apportioned and paid to the date of such taking. Nothing in this paragraph is intended to waive Licensee's constitutional rights to be compensated by any government, person or organization, which appropriates Licensee's private property.

21. REMEDIES CUMULATIVE-NO WAIVER: The rights and remedies granted to Authority under the Agreement shall be deemed cumulative and non-exclusive. The failure by Authority at any time to assert any such right or remedy shall not be deemed to be a waiver, and shall not preclude the assertion of such right or remedy at a later date.

22. DOMINANT AGREEMENTS: This Agreement is subordinate and subject to all existing agreements between the Authority and the Federal Aviation Administration, the Authority and the State of Florida, and the Authority and Collier County. During the time of war or national emergency, the Authority shall have the right to lease the landing area or any part thereof to the United States Government for military, naval, or similar use. If such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. Any executed Agreement shall be subordinate to the provisions of any existing or future Agreement between Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the date first above written.

AS TO LICENSEE:

(Signature of Licensee)

(Print name)

(Title – If corporation, LLC, etc.)

AS TO AUTHORITY:

COLLIER COUNTY AIRPORT AUTHORITY

By: _____
Finance Manager

By: _____
Justin Lobb, Airport Manager