

REVOCABLE TIE-DOWN PERMIT

PERMITTEE:

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone

(H): _____

(W): _____

Emergency Contact Info.: _____

GRANTOR:

DuPage Airport Authority

2700 International Drive, Suite 200

West Chicago

Illinois

60185-1091

Date of Permit: _____

Term of Permit: Month-to-month

Beginning: _____

Monthly Fee: _____

Security Deposit: _____

Tie-Down Space No.: _____

1. Permit and Term.

- a. The Authority hereby gives Permittee the right to use the tie-down space at the DuPage Airport.
- b. The Authority reserves the right to assign Permittee to a tie-down space different from that identified above at its sole discretion, and without notice, to move Permittee's aircraft to a new tie-down space, at its sole discretion.
- c. The term of this Permit shall be for one month commencing as stated above and shall automatically renew for successive one-month periods thereafter, unless terminated pursuant to the terms of this Permit. This Permit may not be transferred or assigned by Permittee.
- d. This Permit may be terminated by either the Authority or the Permittee upon thirty (30) days' prior written notice to the other.

2. Use of Space. Except as provided in the Airport Rules & Regulations and Minimum Standards, the Permittee shall use the space only for the storage of the aircraft designated below and for no other purposes:

3-C

Manufacturer: _____

Model and Type: _____

Registration Number: _____

Color: _____

3. Payment of Fees.

- a. In consideration of the rights, privileges and space herein granted, the Permittee shall pay a monthly fee as stated above. The Authority reserves the right to increase the fee at any time during the term of this agreement without notice to the Permittee. The fee shall be paid monthly in advance on the first business day of each month, without any claims for any deductions or any setoffs for any purpose whatsoever. Payment shall be in cash or by check or money order payable to the "DuPage Airport Authority" and shall be mailed or personally delivered to: DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, IL 60185-1091 or such other office as may be directed in writing by the Authority. The fee for the first month, the Security Deposit, \$ _____ for a vehicular access transmitter/keys, and any other Airport fee due the Authority shall be paid at the time of execution of this Permit by Permittee.
- b. If any monthly fee installment is not paid on or before the 30th day of the month, Permittee agrees to pay a finance charge of 1 1/2% for each month that the fee remains unpaid thereafter.

4. Events of Default. An Event of Default shall have occurred if:

- a. The monthly tie-down fee has not been received on the first day of each month during the term of this Permit.
- b. Other fees and charges due the Authority for activities or other services at the Airport are delinquent by more than thirty (30) days from the date of the invoice for such activities or services.
- c. Permittee is conducting a Commercial Aviation Activity at or from the space or the Airport without a Commercial Operating Permit.
- d. Permittee shall default in the performance or observances of the agreements, conditions or covenants required to be performed or observed by the Permittee under the terms of this Permit or shall violate any of the Airport Rules and Regulations and/or Minimum Standards.
- e. In the event a default as defined in this Permit shall occur, Permittee shall pay to the Authority all reasonable attorney's fees and costs incurred by the Authority in the enforcement of this Permit.

5. Indemnification. The Authority shall in no event be liable for physical injuries, including death, to persons or damage to property, including property of Permittee

occurring on the Airport or arising out of Permittee's use or occupancy thereof or operation conducted thereon not arising from the negligent or willful acts or omissions of the Authority. Permittee agrees to assume the defense of, and indemnify and hold the Authority, its officers, agents, employees and commissioners harmless from and against any and all loss, damage, liability, claims, demands, costs and expenses, including, but not limited to, attorney's fees, upon any and all claims based upon such injuries to persons or damage to property thereon caused by Permittee or Permittee's agents, employees, or invitees and not arising from the negligent or willful acts or omissions of the Authority. This indemnification shall survive termination or expiration of this Permit.

6. Insurance. Permittee shall procure and maintain at its cost, at all times during the term of this Permit, insurance covering its liability to the Authority, their officers agents, employees and commissioners with limits of a liability not less than \$1,000,000.00 combined single limit, including bodily injury of \$100,000.00 for all damages arising out of bodily injuries to, or death of, each person and property damage. Permittee shall be responsible to the Authority to review Permittee's coverage annually and to increase the minimum liability insurance set forth herein to a reasonable threshold, when, in the Authority's opinion, the risks attendant to the Permittee's operations have increased. The Authority shall not be liable for any deficiency in the Permittee's coverage. Permittee shall deliver to the Authority, contemporaneous with the execution of this Permit, a certificate of insurance for the insurance coverage described above. Each such certificate shall contain an endorsement that it cannot be cancelled unless the Authority is given at least 30 days' prior written notice. Permittee shall obtain renewals of such policies at least 30 days prior to the expiration thereof and promptly deliver to the Authority a certificate of insurance confirming that the proper coverage is in effect.

7. Compliance with Rules and Regulations. The Authority has enacted by municipal ordinance Airport Rules and Regulations and Minimum Standards governing the management and administration of the Airport. The Airport Rules and Regulations and Minimum Standards contain provisions governing this Permit and are made a part hereof by this reference. By signing this Permit, the Permittee acknowledges receipt of a copy of the Airport Rules and Regulations and Minimum Standards and agrees to be bound thereby.

8. Requirements of Law. Permittee at its sole cost and expense shall comply with all laws, orders and regulations of federal, state, county, municipal, town and other public authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose a duty upon the Permittee with respect to its operations on the Airport. Permittee shall not do or permit or suffer to be done any act or thing upon the Airport which will invalidate or be in conflict with any fire insurance policies covering the Airport and fixtures and property therein, and shall not do or permit or suffer to be done any act or thing upon the Airport which will or might subject the Authority to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Airport or for any other reason. The Permittee, at its sole expense, shall comply with all rules, orders, regulations or requirements of the Illinois Board of Fire Underwriters, or any other similar body and shall not do, permit or suffer to be done anything in or upon the Airport, or bring or keep anything therein, except as now or thereafter permitted by the fire marshal, the Authority,

Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate of fire insurance applicable to the Airport, or use the Airport in a manner which shall increase the rate of fire insurance on the Airport then in effect prior to the date of this Permit.

9. Security Deposit. Permittee shall deposit with the Authority the sum of one (1) month's fee, the "Deposit", as security for the faithful performance and observance by Permittee of the terms, provisions, covenants and conditions of this Permit. If an Event of Default, as described in Section 4 hereof, occurs, the Authority may use, apply or retain the whole or any part of the Deposit to the extent required for payment of any fees or any other sum as to which Permittee is in default or for any sum which the Authority may expend or may be required to expend by reason of Permittee's default in respect of any of the terms and conditions of this Permit. In the event that Permittee shall fully and faithfully comply with all of the terms and conditions of this Permit, the Deposit shall be returned, without payment of interest, to the Permittee after the termination of the Permit and after Permittee's departure from the tie-down space. Forfeiture of the Deposit shall not be considered liquidated damages and shall be in addition to any remedies available to the Authority at law or in equity.

10. Termination and the Authority's Right of Impoundment. Upon occurrence of an Event of Default, the Authority may terminate this Permit and immobilize Permittee's aircraft after notice to Permittee. Said notice shall be sent via overnight delivery service, chosen by the Authority, without Permittee's signature of receipt required. Notice shall be deemed received by Permittee on the date of delivery. Pursuant to Section 700.17 of the Rules and Regulations, after delivery of such notice, the registered owner may request, in writing, a hearing to determine the propriety of the impoundment. The written request for a hearing shall be submitted to and received by the Executive Director of the DuPage Airport Authority ("Executive Director") within five (5) business days of the date of delivery of notice to Permittee or the right to a hearing shall be deemed to have been waived.

Within three (3) days of the receipt of a request for a hearing, the hearing, as provided by this Permit and the Rules and Regulations, shall be conducted by a hearing officer appointed by the Executive Director. The sole issue to be determined by the hearing officer shall be whether a breach of the provisions of the Permit has occurred. If the hearing officer finds a breach of the Permit has occurred, the aircraft shall immediately be impounded. If the hearing officer finds that a breach of the Permit has not occurred, the aircraft shall not be impounded.

Payment of all Permit fees, attorneys fees incurred by the Authority and other charges incurred in the impoundment of an aircraft must be paid prior to release of the aircraft, unless otherwise relieved of that requirement by application of the hearing provision set forth herein.

11. Permittee's Property. All property of Permittee removed from the Premises by the Authority pursuant to any provisions of this Permit or by law may be handled, removed or stored by the Authority at the cost and expense of Permittee. Permittee shall pay the Authority for all expenses incurred by the Authority in such removal and for

storage charges for such property so long as the same shall be in the Authority's possession or under the Authority's control. All such property not removed from the Premises or retaken from storage by Permittee within thirty (30) days after the end of the Term, however terminated, or the termination of Permittee's right of use, shall, at the Authority's option, be conclusively deemed to have been conveyed by Permittee to the Authority as by bill of sale, without further payment or credit by the Authority to Permittee, and, further, Permittee waives any rights it may have under the Illinois Uniform Disposition of Unclaimed Property Act, 765 ILCS 1025/1 et. Seq. with regard to said property. In the event of an immobilization of Permittee's aircraft by the Authority for non-payment of fees and the Authority chooses to move Permittee's aircraft from its current location, Permittee waives any and all claims against the Authority, its officers, agents, employees and commissioners for any and all damage to Permittee's aircraft or other property on the premises as a result of such immobilization and relocation and the Authority shall not be responsible for the value, preservation or safekeeping thereof. This waiver by Permittee shall survive the termination or expiration of this Permit.

12. Vehicular Access Transmitters/Keys. As part of this Permit and after payment of a deposit, Permittee will receive a Vehicular Access Transmitter and/or Keys allowing Permittee access to the Authority grounds. At the end of the term of this Permit or other termination hereof, Permittee shall have 14 days within which to return the Vehicular Access Transmitter and/or Keys to the Authority. Should the Transmitter and/or Keys not be returned within said time, Permittee's deposit paid for same shall be forfeited to the Authority.

13. Integration. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Permit and the Airport Rules and Regulations and Minimum Standards.

14. Severability. The provisions of this Permit are severable, and if this Permit cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of this Permit shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.

15. Notices. All notices, other than in Section 10 above, required or permitted to be given by either party to the other shall be delivered personally or sent by United States Certified Mail, return receipt requested, postage prepaid and shall be addressed to the Authority or Permittee as provided above.

Notices mailed as aforesaid shall be deemed to have been given for all purposes hereunder five (5) calendar days following the date on which the same have been deposited in the mail.

16. Non-Waiver. Any failure on the Authority's part to strictly enforce the terms of this Permit shall not be deemed a waiver to the Authority's right to demand strict performance of the terms of this Permit in the future.

17. **Applicable Law.** This Permit shall be governed and construed in accordance with the laws of the State of Illinois.

18. **Assignment.** Permittee may not assign this Permit to any party.

19. **Jurisdiction and Venue.** Any civil action by either party pertaining to this Permit or the agreements or provisions herein shall be commenced in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties hereto have signed this Revocable Tie-Down Permit on the day and in the year first above written.

GRANTOR:

PERMITTEE:

DuPAGE AIRPORT AUTHORITY

By: _____

Signature

Print Name

FOR OFFICE USE ONLY:				
HTD	ACCTG	PFW	INS	FULL COMPLY

