



TIEDOWN(S) -

OGDEN REGIONAL AIRPORT (OGD) AIRCRAFT TIEDOWN LICENSE AGREEMENT

LICENSEE:

DATE:

AGREEMENT made between **OGDEN CITY CORPORATION, a Municipal Corporation**, herein “Licensor” and the undersigned, herein “Licensee.”

1. Licensor hereby grants to Licensee the right to store the aircraft described herein a tiedown location (herein “storage area”) as described at the Ogden Regional Airport upon terms and conditions contained in this License Agreement.

2. The placement and location of the storage area shall be subject to the discretion and modification of the Airport Manager.

3. The term of this Licensee Agreement shall commence on the date of this Licensee Agreement and continue from month to month with automatic renewal upon the same terms and conditions contained herein unless canceled or modified as provided herein.

4. Either Licensor or Licensee may cancel this Licensee Agreement for any reason or no reason at all by providing a minimum of ten (10) calendar days advance written notice thereof to the other party hereto.

5. This Licensee Agreement is personal to the Licensee named herein and shall not be sublet or assigned, in whole or in part, without the prior written consent of Licensor.

6. The terms and conditions of Ogden City Ordinances, Title 8, as amended, are incorporated by reference into this License Agreement and Licensee agrees in all respects to comply with and be subject to the provisions of said Ordinances.

7. Upon the termination of this Licensee Agreement, Licensee, at Licensee’s sole cost and expense agrees to immediately remove any aircraft and any other items of personal property in the storage area. In the event Licensee shall fail to remove any aircraft or other items of personal property from the storage area upon termination of this License Agreement, Licensor shall have the right, in addition to any other remedies available by law to Licensor, to remove any aircraft and items of personal property.

8. Licensee hereby releases, discharges and agrees to hold Licensor harmless from any and all claims and demands by Licensee or third parties for any loss of or damage to Licensee's property, and agrees to indemnify Licensor against all cost and expenses, including reasonable attorney fees, and all liability, claims and demands of others for loss of or damage to property or injury to or death of persons which may result directly or indirectly from the operations, activities or use of the storage area by Licensee. Licensee agrees to pay to Licensor, upon demand, for any and all loss of or damage to Licensor's property and storage area caused by or resulting from the operations, activities or use of the storage area described in this Licensee Agreement.

9. Licensor is hereby granted a lien against the aircraft occupying the storage area for any unpaid fees due Licensor under this License Agreement. Licensee agrees to pay all costs of enforcement hereof, including reasonable attorney fees.

10. Licensee acknowledges that Licensor is not responsible for theft, loss, injury, damage, or destruction of any aircraft, personal property or person(s) in the storage area. It is specifically understood that the fee fixed herein for this Licensee Agreement is for the privilege of storage only.

11. Motor vehicles may be parked only in public parking lots or Licensee's assigned storage area. The Airport Manager reserves the right to withdraw, temporarily or permanently, without prior notice, the privilege of parking motor vehicles in the storage area.

12. The aircraft located in the storage area shall not be used for commercial activity without the prior written approval of the Airport Manager and compliance with Title 8, Ogden City Ordinances, as amended.

13. In the event Licensee desires to engage or use the services of a third party in connection with any aircraft maintenance or repair work in the storage area, Licensee shall give prior written notice of such intention to the Airport Manager including name, business address and qualifications of the provider. The Airport Manager shall have the right to deny or stop such work. Licensee, the aircraft owner, and the aircraft pilots shall nevertheless be entitled to do aircraft maintenance and repair work as permitted by the Federal Aviation Administration regulations in areas on the Airport approved by the Airport Manager.

14. Licensee's activities in the storage area shall not cause any increase in Licensor's insurance rates or damage to the storage area. Any use of power tools or equipment in the storage area, which increases the hazard of fire, is strictly prohibited.

15. The use of combustible chemicals, cleaning solvents, stripping, washing, painting, welding and repairs to the fuel system in or adjacent to the storage area is strictly prohibited. The foregoing and similar activities may only be conducted in areas specifically assigned by the Airport Manager.

16. Licensee agrees that all repair and maintenance work to be done in the storage area will be done and is subject to Federal Aviation Administration, state, county and city laws.

17. Licensee agrees not to exercise the rights granted herein in any manner, which would interfere with the departure, arrival or movement of aircraft at the Airport.

18. Licensee shall permit Licensor's authorized agents free access to the storage area at all reasonable times for the purpose of inspection or for making necessary repairs and improvements.

19. Licensee shall not make or cause to be made any alterations to the storage area without first securing the written consent of Licensor.

20. Nonenforcement of any provision herein by Licensor shall not be deemed a continuing waiver or a waiver of any other provision or regulation or law made part hereof.

21. Licensee accepts the storage area described herein in its present condition "as is." Licensor does not represent or warrant that said storage area is suitable for the purposes intended by Licensee. Licensee assumes any risk associated with the use of the storage area.

22. Notices required herein may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, postage prepaid, at any U.S. Post Office facility. Such notice shall be addressed to Licensor: c/o Airport Manager, Ogden-Hinckley Airport, Ogden, Utah 84405; and, to Licensee:

23. Licensee agrees to pay as consideration for this Licensee Agreement the sum of

All payments due to Licensor under this Licensee Agreement, including rent, that are not paid on or before thirty (30) days from the due date shall incur a late fee under [Ogden City Ordinance: 8-5-9: BILLING PROCEDURES AND LATE CHARGES](#). Partial months shall be prorated. This Licensee may be revoked upon three (3) days written notice in the event payment is not made as provided herein.

24. This Licensee Agreement is for Aircraft:

DATED this day

LICENSOR: OGDEN CITY, a Municipal Corporation

By: _____
Airport Manager, Bryant Garrett

LICENSEE:

By:

Its:

Address:

Phone:

Email: