

AIRCRAFT TIE-DOWN AGREEMENT

1. Parties. This permit is issued this 9th day of June 2019 ("Date of Issuance"), by the City of Redlands (hereinafter "City") to David James (hereinafter referred to as "Tenant.").

2. Tie-Down Area Identified. The City permits Tenant use of the aircraft tie-down space at Redlands Municipal Airport as follows:

Aircraft Tie-Down Area: **WEST RAMP** Space Number: **A2**

3. Identification of Aircraft: Tenant hereby agrees that only the following aircraft shall be tied down within the tie-down space:

FAA Registration No.: N34757
Aircraft Make: Cessna
Registered Owner: David C. James
Address: 226 S La Salle St, Redlands, CA 92374-5598
Phone No.: 909-389-9428
Email: dchrisjames@verizon.net

4. Term. The term of this permit shall commence on the Date of Issuance by City and shall continue thereafter for a period of one year, unless earlier terminated by City.

5. Fees. Tenant shall pay an annual fee, in advance, in the amount of four hundred seventy-eight dollars and fifty cents (\$478.50) with the understanding that, should this permit be revoked and terminated prior to one year, the fees will be pro-rated on a monthly basis at the rate of one and 45/100 dollars (\$1.45) per day, to and including the last day of the partial calendar month, payable on the day the permit commences.

6. Late Charges for Monthly/Annual Permit. Tenant acknowledges that late payment will cause City to incur certain administrative costs. Such costs include, without limitation, processing, accounting, and interest charges. Therefore, if any fee payment due from Tenant for a monthly and/or annual permit is not received by the tenth day of each month, Tenant shall pay to City an additional sum equal to twenty-five percent (25%) of the monthly tie-down fee as a late charge. Payments shall be made payable to the City of Redlands and may be mailed to City of Redlands Revenue Division, PO Box 3005, Redlands, CA 92373.

7. Security Deposit. Prior to the commencement of the term of any monthly or annual permit, Tenant shall furnish City with a check or cash deposit, in the amount of forty-three

and 50/100 dollars (\$43.50) which amount equals one (1) month's permit payment to be used by City in the event that Tenant is in default of any fee payments, or any of the provisions of this permit. If and when Tenant pays one year's tie-down fee in advance, no deposit shall be required.

If Tenant defaults or any of the provisions of this permit, City may use, apply or retain the whole or another sum of this security for the payment of any unpaid fees or for any other costs, which the City may incur due to Tenant's default. Should Tenant fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this permit, the security deposit, or any balance of the security shall be returned to Tenant at the expiration of this permit.

8. Attorneys' Fees. In the event any legal action is commenced to enforce or interpret any term or condition of this permit, the prevailing party in such action, in addition to costs and any other relief, shall be entitled to its reasonable attorneys' fees, including fees for use of in-house counsel.

9. Insurance. If this permit is on a monthly and/or annual basis, Tenant shall secure and maintain in force throughout the duration of this Permit general aviation liability in the amount of one million dollars (\$1,000,000) per occurrence for public liability, property damage and personal injury. Tenant shall provide City with a certificate of insurance and obtain an endorsement that City shall be named as an additional insured prior to occupying the tie-down space.

10. Hold Harmless. Tenant shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorneys' fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Tenant's negligent and/or intentionally wrongful acts or omissions under this Permit; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agent.

11. Release. Tenant hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action it may have for personal injury, property damage or wrongful death occurring to them arising as a result of the lease of the aircraft tie-down space at Redlands Municipal Airport, and any activities incidental thereto, wherever or however the same may occur. Further, Tenant does, for itself, and its employees and their heirs, executors, administrators and assigns, hereby release, waive, discharge and relinquish any action or causes of action, which may hereafter arise for Tenant and City's employees' estates, and agrees that under no circumstances will Tenant or its heirs, executors, administrators and assigns prosecute or present any claim for personal injury, property damage or wrongful death against the City of Redlands or any of its elected officials, officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of the above said persons, or otherwise.

IT IS THE INTENTION OF TENANT BY THIS INSTRUMENT TO ASSUME ALL RISKS ATTENDANT WITH ITS ACTIVITIES OF TYING DOWN ITS AIRCRAFT AT THE REDLANDS MUNICIPAL AIRPORT AND TO EXEMPT AND RELIEVE CITY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.

12. Conformance with Law. Tenant shall abide by all laws, rules, and regulations of the Federal Aviation Administration, the State of California, City and all public authorities having jurisdiction over operations at the Redlands Municipal Airport.

13. Acceptance of Tie-Down Space. Tenant accepts the aircraft tie-down space and tie-down equipment provided by City and agrees to properly use the equipment to secure their aircraft.

14. Maintenance of Tie-Down Space. Tenant shall maintain the tie-down space in a neat, clean, orderly and sanitary condition at all times.

15. Right to Enter Tie-Down Space. City shall have the right to enter the tie-down space at all times for inspection or maintenance as may be necessary to protect the public safety and welfare.

16. Use of Tie-Down Space. No person, partnership, firm, or corporation shall conduct any commercial activity or business of any kind at the Redlands Municipal Airport without first obtaining the written consent of City to conduct such business or commercial activity.

17. Aircraft Repair and Maintenance. Only minor maintenance is allowed in the tie-down space. Major maintenance is authorized in other areas of the Redlands Municipal Airport.

18. Continuance and Termination. This permit may be revoked and terminated by City upon thirty (30) days prior written notice to Tenant; provided, however, that when Tenant is in default of any provision of this permit, City may revoke and immediately terminate this permit.

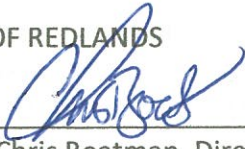
19. Nontransferable Permit. Tenant shall not transfer this permit to any other person or entity, voluntarily or involuntarily, and no such transfer shall be binding upon City. Any attempted transfer shall immediately result in termination of this permit.

20. Tie-Down Space Limitations. Each tie-down space is limited to the assigned aircraft, or the vehicle that the pilot used in arriving at the tie-down space. No other items will be allowed to be parked or stored in the tie-down space.

21. Acknowledgment. Tenant hereby acknowledges it has read and understands the terms and conditions of this permit.

22. No Interest or Estate. Tenant agrees that they do not have, and shall not claim at any time, any interest or estate of any kind whatsoever in its use of a tie-down space.

CITY OF REDLANDS

By: 

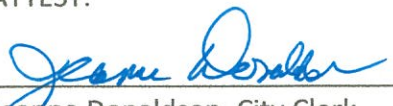
Chris Boatman, Director
Quality of Life Department

TENANT

By: 

David C. James

ATTEST:


Jeanne Donaldson, City Clerk

FAA REGISTRY

N-Number Inquiry Results

N34757 has Assigned/Multiple Records

Aircraft Description

Serial Number	17701983	Status	Valid
Manufacturer Name	CESSNA	Certificate Issue Date	09/16/1976
Model	177B	Expiration Date	06/30/2021
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / oct)	50755166
MFR Year	1973	Mode S Code (base 16 / hex)	A3DA76
Type Registration	Individual	Fractional Owner	NO

Registered Owner

Name	JAMES DAVID C		
Street	226 S LA SALLE ST		
City	REDLANDS	State	CALIFORNIA
County	SAN BERNARDINO	Zip Code	92374-5598
Country	UNITED STATES		

Airworthiness

Engine Manufacturer	LYCOMING	Classification	Standard
Engine Model	O&VO-360 SER	Category	Normal Utility
A/W Date	09/08/1973	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at <http://aircraft.faa.gov/e.gov/ND>

Other Owner Names

None

Temporary Certificates

None

Fuel Modifications

None

Deregistered Aircraft

Deregistered Aircraft 1 of 1

Aircraft Description			
Serial Number	1317	Certificate Issue Date	03/11/1942
Manufacturer Name	CESSNA	Mode S Code (base 8 / oct)	50755166
Model	T-50	Mode S Code (base 16 / hex)	A3DA76
Year Manufacturer	None	Cancel Date	08/27/1948
Reason for Cancellation	Cancelled	Export To	None
Type Registration	Corporation		

Aircraft Registration prior to Deregistration			
Name	PAN AMERICAN AIR FERRIES INC		
Street	135 EAST 42ND STREET		
City	NEW YORK		
State	NEW YORK	Zip Code	10017
County	NEW YORK		
Country	UNITED STATES		

Deregistered Airworthiness			
Engine Manufacturer	None	Classification	Unknown
Engine Model	None	Category	None
A/W Date	None	Exception Code	No

Deregistered Other Owner Names

None



GLOBAL AEROSPACE, INC

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: February 22, 2019

This is to certify to:

that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

City of Redlands
35 Cajon Street
Redlands, CA 92373

David James
226 South LaSalle St.
Redlands, CA 92374

Policy No: 10085961

Policy Period: From February 22, 2019 to February 22, 2020

COVERAGES:

<u>Aircraft Liability</u>	<u>Limits of Liability</u>	
Single Limit Bodily Injury and Property Damage	\$1,000,000	\$100,000
Liability Including Passengers	Each Occurrence	Each Passenger

AIRCRAFT:

<u>Year, Make and Model of Aircraft</u>	<u>Identification No.</u>
1973 CESSNA 177B	N34757

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

1. As respects any aircraft:
 - a) Described in this certificate,
 - b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFTfor which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
4. The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.

5. The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.
6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:

A handwritten signature in blue ink, appearing to be "R. H. ...", is written over a horizontal line.

ADDITIONAL INSURED - GOVERNMENT OR AIRPORT AUTHORITY

In consideration of the payment of the premium for this policy, it is agreed that only as respects any written agreement between the **Named Insured** and the government or airport authority described in the Schedule and entered into as a prerequisite to the use of an airport by the **Named Insured**:

1. As respects any **aircraft**:
 - (a) Described in Item 4 of the Declarations,
 - (b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - (c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the **premises** in or upon which the **aircraft** is stored, the definition of **Insured** includes the government or airport authority described the Schedule, but only with respect to its liability because of acts or omissions of the **Named Insured** and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the government or airport authority described in the Schedule by the **Named Insured** for **bodily injury** or **property damage** caused by an **occurrence** arising out of any service performed by or on behalf of such government or airport authority.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the government or airport authority described in the Schedule.
4. The Company waives any right to recovery it may have against the government or airport authority described in the Schedule because of payments it makes for **physical damage** in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the **Named Insured** has waived its right of recovery for such **physical damage** against such government or airport authority.
5. The insurance this policy provides to the government or airport authority described in the Schedule is primary insurance, without right of contribution from insurance purchased by such government or airport authority, only if the written agreement between the **Named Insured** and the government or airport authority contains an express requirement that this insurance operate in that manner.

SCHEDULE

City of Redlands

35 Cajon Street
Redlands, CA 92373

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: February 22, 2019

Endorsement Premium: Included

Attached to and made part of Policy No.: 10085961

Issued to: David James

Global Aerospace, Inc.

By: 

