

AIRCRAFT TIE-DOWN AGREEMENT

1. Parties. This permit is issued this 10th day of August 2020 ("Date of Issuance"), by the City of Redlands (hereinafter "City") to **Donald A. Wood** (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: ^{db's} ~~7~~ **26**
(See Exhibit A below)

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

FAA Registration No.: N7346S
Aircraft Make: 1976 Cessna
Registered Owner: Donald Wood
Address: P.O. 1239 Cedar Glen, CA 92321
Phone No.: 949-330-3892
Email: drwmv@yahoo.com

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.

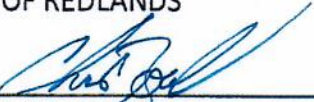
20. Tie-Down Space Limitations. Each tie-down space is limited to the assigned aircraft, or the vehicle that the pilot used in arriving at the tie-down space. No other items will be allowed to be parked or stored in the tie-down space.

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

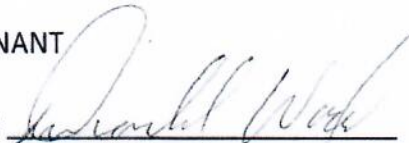
By:



Chris Boatman, Director
Facilities & Community Services

TENANT

By:



Donald Wood

ATTEST:



Jeanne Donaldson, City Clerk

EXHIBIT A

