

**TOWN OF TICONDEROGA, TICONDEROGA MUNICIPAL AIRPORT**

**TIE-DOWN AGREEMENT**

DATED: \_\_\_\_\_

OWNER/OPERATOR: TOWN OF TICONDEROGA  
ADDRESS: 132 MONTCALM STREET, TICONDEROGA, NY 12883

LICENSEE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: Home# \_\_\_\_\_ Cell# \_\_\_\_\_

**DESCRIPTION OF AIRCRAFT:**

MODEL NO.            MAKE            YEAR            COLOR            REGISTRATION #

LINE NUMBER            POSITION NUMBER

WHEREAS, LICENSEE wishes to use space in the Tie-Down Area for its Aircraft described Above (the "Aircraft"):

NOW, THEREFORE, in consideration of the fees, covenants and conditions herein set forth, the parties agree as follows:

1. PREMISES. TOWN grants to LICENSEE the space in the Tie-Down area specified above (the "Space"). LICENSEE shall not tie-down the Aircraft in any other ramp, line or position number. TOWN is authorized to move the Aircraft to another ramp, line or position number and to remove the Aircraft at LICENSEE'S expense, from any unauthorized ramp, line or position number.

2. TERM. This agreement shall be for a term of one month, commencing on DATE, and shall continue from month to month unless terminated by either party, as hereinafter provided.

3. FEES. The fees for the Space shall be (select below):

\_\_\_\_\_ per month, payable in advance on or before the first day of each month.

\_\_\_\_\_ per year, payable in advance on or before the first day of \_\_\_\_\_ annually.

The amount of rent may be changed from time to time by TOWN upon thirty (30) days' prior written notice to LICENSEE.

4. CONDITION AND USE OF PREMISES. LICENSEE shall accept the Space in its present condition without any liability or obligation on the part of TOWN to make any alterations, improvements or repairs thereto. The Space shall be used only for the storage of the Aircraft. No commercial activity of any kind whatsoever shall be conducted by LICENSEE in, from or around the Space.

No maintenance of the Aircraft shall be performed within the Space without the prior written approval of TOWN except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. LICENSEE shall keep the Space clean and free of debris at all times.

5. HANDLING. LICENSEE agrees to tied down and untie the Aircraft and to provide its own ropes, chains and equipment necessary to properly and safely secure the Aircraft, it being understood and agreed that TOWN will not provide any tie-down services or equipment of any kind or nature.

6. RULES AND REGULATIONS. LICENSEE shall faithfully observe all ordinances, resolutions, rules and regulations established by TOWN or any Federal, State or local government agency. If a fine or penalty is levied by the TSA, FAA or other regulatory entity against the Town or the Airport as a result of the action of the Licensee or its invitees, agents or employees, such fine or penalty is the direct responsibility of the Licensee. Failure to pay the fine and/or resolve the penalty may result in termination of all agreements between the Town and the Licensee, and the pursuit by the Town of

damages against the Licensee.

7. INDEMNITY AND HOLD HARMLESS. LICENSEE agrees to indemnify and hold harmless TOWN, its agents and employees, from and against all claims for loss or damages to the Aircraft or the loss of use thereof from any cause whatsoever, and LICENSEE further agrees to indemnify, defend and hold harmless TOWN, its agents and employees, from and against all liability, claims, loss, damages (whether direct, indirect, consequential or special), demands, actions, judgements, costs and expenses, including attorneys' fees, by reason of loss or damage to property or death or injury to any persons, including employees of TOWN and LICENSEE, arising or alleged to arise out of any acts or omissions of LICENSEE or its agents and employees.

8. INSURANCE LICENSEE shall maintain, at its own expense, naming TOWN as additional insured, comprehensive general liability insurance, including blanket contractual coverage, with such limits as are acceptable to the TOWN as may be amended by resolution of the TOWN. LICENSEE shall deliver to TOWN, certificates evidencing the existence of the insurance required herein, which shall provide that the insurer shall give at least thirty (30) days prior written notice to TOWN of any cancellation or termination of LICENSEE'S insurance coverage.

9. DEFAULT. This Agreement shall be breached if: (a) LICENSEE shall default in the payment of any rental payment hereunder; or (b) LICENSEE shall default in the performance of any other covenant herein, and such default shall continue for five (5) days after notice thereof from TOWN.

In the event of any breach of this Agreement by LICENSEE, TOWN shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the Aircraft and other property of LICENSEE from the Space, using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and LICENSEE expressly waives the

service of any notice thereof from TOWN. Any expenses incurred by the TOWN, including legal expenses and attorneys' fees shall be added to the fees payable hereunder.

LICENSEE acknowledges that in the event of its default, TOWN has a lien upon the Aircraft for any monies due for storing, maintaining, keeping or repairing the Aircraft, and for furnishing fuel or other supplies therefore, and that upon LICENSEE'S default, TOWN may detain the Aircraft and record its lien in such manner and with such persons as TOWN deems necessary to protect its lien. The Aircraft may be moved in the TOWN'S discretion to any other location at the Airport. Upon the default continuing for sixty (60) consecutive days, the Aircraft may be sold pursuant to the Lien Law.

Exercise by TOWN of any combination of the rights specified above shall not prejudice TOWN'S right to pursue any other remedy available to LICENSEES in law or equity.

10. TERMINATION. Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving ten (10) days' prior written notice to the other party. TOWN reserves the right to terminate without notice for good cause. On the termination of this Agreement by expiration or otherwise, LICENSEE shall immediately surrender possession of the Space and shall immediately remove the Aircraft and all other property there from, leaving the Space in the same condition as when received, ordinary wear and tear excepted.

11. SECURITY DEPOSIT. Upon the execution of this Agreement, LICENSEE shall deposit with TOWN one month's fee as security for the full and faithful performance by the LICENSEE of all the terms, covenants and conditions of this Agreement on LICENSEE'S part to be performed, which sum shall be returned to LICENSEE upon the termination of this Agreement provided LICENSEE has fully and faithfully carried out all of the said terms, covenants and conditions on LICENSEE'S part to be performed.

12. NON-ASSIGNABLE. The right of use and occupancy granted herein is personal to LICENSEE, and LICENSEE shall not part with or share possession of the Space, by way of sublease, assignment or otherwise.

13. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of New York.

14. NOTICES. Any notice given by one part to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the address set forth above. Notices shall be deemed to have been received on the date of receipt shown on the return receipt.

15. INTEGRATION AND WAIVER. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements between the parties relating to the Space. Any change or modification hereof must be in writing signed by both parties. The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

16. AIRPORT SECURITY. Licensee must comply with all airport security plans now existing or as amended and all directives by any federal, state or local law enforcement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and

year first above written.

TOWN OF TICONDEROGA

\_\_\_\_\_  
BY: (Signature)

\_\_\_\_\_  
BY: LICENSEE (Signature)

\_\_\_\_\_  
BUSINESS NAME

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_