MACHIAS VALLEY AIRPORT

 TIE DOWN AGREEMENT/REGULATIONS

 (Effective August 1, 2017)

It is agreed by and between the Town of Machias, a municipal corporation

and all tenants renting from Town, as of the above-stated “Effective Date,” the above-designated Town-owned Tie-down storage space (the “Premises”) located at the Machias Municipal Airport (“Airport”), on daily, weekly, bi monthly, or monthly basis, subject to TENANT’s full and strict compliance with all of the terms and conditions stated in this Aircraft Tie-down Storage Agreement (this “Agreement”). The Premises shall be used solely for the storage of TENANT’s operational aircraft, which is identified in the Basic Information set out in Section 1 above (the

“Basic Information”) by its “N” number.

AIRCRAFT REGISTRATION.

Prior to taking occupancy of the Premises, TENANT shall provide documentation reasonably acceptable to the Airport Manager of TENANT’s ownership or other legal interest in the Aircraft.

AUTHORIZED USER

TENANT may allow an authorized user (“AUTHORIZED USER”) to use the

Premises after providing written notification to the Airport Manager as to the identity, address and telephone number of the person named as an AUTHORIZED USER and the relationship of the AUTHORIZED USER to TENANT. An AUTHORIZED USER must be one of the following: (a) TENANT’s spouse; (b) a member of TENANT’s immediate family over the age of 18 years; or (c) if TENANT is an organization or business, TENANT’s designated representative authorized to act on behalf of TENANT in the use or storage of the Aircraft.

An AUTHORIZED USER is subject to the terms and conditions of this Agreement to the same extent as TENANT, but has no right of use or occupancy of the Premises greater than or independent from that of TENANT and may not continue to use or occupy the Premises in the event TENANT’s right to use or occupancy of the Premises under this Agreement is terminated for any reason.

RENTAL TERM

The term of the monthly rental under this Agreement shall renew automatically each month without action by either Town or TENANT. All others must fill out a new registration form to determine availability of space.

RENTAL FEES DUE

Rent for short-term use shall be due and payable in advance to determine availability of space whenever possible. For monthly rentals, fees shall be due on the first (1st) day of each month, at the rental rate set forth in the Basic Information. TENANT shall pay a prorated amount for any partial month the aircraft is located on the premises. The Town will bill quarterly for any outstanding fees and shall add a 10% late charge for any outstanding fees due. Failure to pay the fees within 30 days of the billing date will result in the suspension of the lease agreement and the aircraft shall be restricted from use of the facility until all outstanding fees have been paid in full. The Town reserves the right to have the aircraft towed from the apron area when full payment has not been made according to the above provisions. The Town will assume no liability for any plane removed due to non-payment of fees and the owner’s failure to remove the aircraft upon notification from the Town.

**PERSONAL PROPERTY INSURANCE.**

Any insurance protecting the Aircraft stored in or upon the Premises against fire, theft or damage must be provided by TENANT. The Town shall have no obligation to

provide such insurance.

NOTICE OF LIEN.

Town shall have a possessory lien from the date the rent is unpaid and due on all

personal property stored within or upon the Premises, including, but not limited to,

TENANT’s Aircraft. Property stored in or upon the Premises may be sold

or otherwise disposed of according to law in order to satisfy the lien if TENANT is in default. In order to provide notice of sale to enforce Town’s possessory lien, upon request, TENANT agrees to and shall disclose any lienholders or secured parties

who have an interest in any property that is or will be stored in or upon the Premises.

USE OF PREMISES.

The Premises shall be used only for the purposes stated in Section 2 of this Agreement. TENANT shall not use the Premises in any manner or for any purpose not consistent with the purposes stated in Section 2, unless such activity is authorized pursuant to a separate written agreement with Town. TENANT shall not operate or conduct any non-aviation activity on the Premises; shall not use the Premises for residential purposes; and shall not use the Premises for any business or commercial activity, including without limitation, any commercial aeronautical activity. Commercial aeronautical activity means an activity using an aircraft or

providing service to an aircraft (including building, maintaining, repairing, washing, cleaning, painting, managing, storing an aircraft) or a commercial business of buying or selling aircraft with the intent that such use, service, purchase or sale will generate and/or secure earnings, income, compensation (including exchange or barter of goods and services) and/or profit, whether or not such objectives are accomplished.

QUIET ENJOYMENT; SAFETY.

TENANT shall conduct, and shall cause TENANT’s guests and/or invitees to conduct, all activities on the Premises in a manner that will not interfere with the safety and quiet enjoyment of the Airport by other tenants and members of the public.

AIRCRAFT MAINTENANCE, PAINTING, REFUELING.

TENANT may perform maintenance activities for the Aircraft on the Premises provided that such activities comply with all applicable Town of Machias codes,

ordinances or other applicable regulations.

STRUCTURAL MODIFICATION.

No structural or electrical modification may be made to the Premises without prior written approval of the Airport Administrator and valid construction permits from Town when required. Any improvements made by or on behalf of TENANT shall become the sole property of Town upon termination of this Agreement.

COMPLIANCE WITH LAWS

TENANT further agrees to comply with the all applicable federal and state

laws, statutes, rules and regulations and any amendments thereto. Failure to comply with any of the above may result in immediate termination of this Agreement, in addition to such other remedies as are provided to Town herein and/or under applicable law.

ACCEPTANCE OF PREMISES

TENANT accepts the Premises on an “AS IS” basis, without additional

modifications. Town disclaims, and TENANT accepts such disclaimer of,

any warranty, either expressed or implied, of the condition, use, or fitness respecting the Premises, including, but not limited to, tie-down rings, ropes or chains used to secure airplanes.

MAINTENANCE OF PREMISES.

TENANT, at all times, shall maintain the Premises in a neat and orderly appearance and in a safe condition. TENANT shall be liable at its sole cost and expense, for repair of any and all damage to the Premises caused by TENANT, any Authorized User, and/or TENANT’s guests and/or invitees, ordinary wear and tear excepted. Upon termination of this Agreement, TENANT shall return the Premise to Town in substantially the same condition as it existed at the commencement of this Agreement, ordinary wear and tear excepted.

RELEASE; ASSUMPTION OF RISK

TENANT releases Town, its board officials, employees and agents, from any and all loss, injury, damage to persons or property, or other liability of any nature occasioned by, but not limited to, fire, theft, vandalism, rain, flood, windstorm, hail, earthquake, collision or from any other cause, whether such cause be a direct, indirect or merely a contributing factor in producing said loss, injury, damage or liability, except for any injury or damage arising out of the gross negligence of the Town, its officers, agents or employees. All aircraft and other personal property stored by TENANT at the Airport are at the TENANT's sole risk. Town assumes no liability for loss or injury to persons or property arising from use of any Airport facilities.

INDEMNIFICATION

TENANT shall indemnify, defend and hold harmless TOWN, its boards, officials, employees and agents, from and against any and all loss, cost, damage, expense and liability, of every kind and description, including, but not limited to, attorneys' fees and litigation costs, which, in whole or in part, arise out of the use or occupancy of the Premises or the Airport by TENANT, or TENANT's agents, officers, employees, invitees, or guests, or any AUTHORIZED USER, except for any such injury or damage arising out of the gross negligence of Town, its officers, agents or employees

INSPECTION

Town reserves the right to inspect the Premises at any time, without prior notice to TENANT, and with or without TENANT being present, to insure TENANT’s compliance with this Agreement that the Premises are kept free from fire hazards.

SUBLETTING & ASSIGNMENT.

TENANT shall not sublet, assign, or otherwise transfer to any other person any portion of the Premises, or any other right or privilege in or on any Airport property, without the prior written consent of Town.

CHANGE OF INFORMATION.

TENANT has a continuing obligation to provide reasonable notice to TOWN

of any changes to any of the Basic Information or other information required to be provided to TOWN or Airport Manager under this Agreement. In addition, TOWN shall annually request TENANT to provide updated information or to confirm the accuracy of the current information. As part of the annual information update,

TENANT may be requested to execute an amended or replacement Agreement.

NOTICES.

Any notices required to be given under this Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to Town or TENANT, or in lieu of such personal service, sent by first class United States mail addressed, if to TENANT, to the address set out in the Basic Information, and, if TOWN and/or the Airport Manager, to the following address: Town of Machias, c/o

Airport Manager, P.O. Box 418, Machias, Maine 04654. In the event of personal service, notice shall be deemed given when personally served. In the event of service by first class United States mail, notice shall be deemed to have been given seventy-two (72) hours after the letter is postmarked by the United States Post Office or upon

receipt of the letter, whichever is sooner. TENANT is solely responsible for keeping TENANT’s mailing address and telephone number current during the term of this Agreement and shall notify the Airport Manager in writing within thirty (30) days

of any change of address or telephone number. TOWN is not responsible for any issues arising from TENANT’s failure to maintain current contact information.

TERMINATION.

TENANT may terminate this Agreement upon giving fifteen (15) days prior written notice to TOWN. Failure to so notify TOWN will result in TENANT being

charged the next month’s rent. TOWN may terminate this Agreement, with or without cause, by giving. TENANT advance written notice, with such termination being effective at the end of the next month following the month in which such written notice is given, except that TOWN may terminate this Agreement immediately if TENANT conducts any criminal activity or if TENANT violates any Airport, local, state or federal law, code, rule regulation, and/or policies, which violation constitutes a danger or hazard to persons or property, as determined at the sole discretion of

TOWN. This Agreement automatically expires or is deemed cancelled upon the death of TENANT; however, the surviving spouse, heirs, or estate of the Tenant shall be allowed a reasonable period of time, not to exceed two (2) months, solely to arrange for the removal of the Aircraft and other personal property items and to otherwise

vacate the Premises, provided that all rent is kept current during this period, but shall not otherwise be allowed use of the Premises.

UNRESOLVED DISPUTES.

It is TOWN’s current practice to allow any grievance or complaint that TENANT

may have arising from under this Agreement to be presented to the Airport Manager to see if the matter can be summarily resolved on an informal basis through discussion with the Airport Manager. However, nothing herein shall constitute a grant of any right to an administrative hearing or to provide any right to a hearing prior to termination of this Agreement for nonpayment of rent or otherwise.

ATTORNEY’S FEES; COSTS.

In any dispute between TOWN and TENANT, the prevailing party shall be

entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney’s fees. “Prevailing party” shall include, without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums due, performance of covenants breached or consideration

substantially equal to the relief sought in the action.

NO WAIVER.

No waiver by a party of any provision of this Agreement or of the regulations governing the use of the Premises shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement shall not prevent the exercise by that party of any other remedy provided in this Agreement.

ENTIRE AGREEMENT.

This Agreement contains all the representations and the entire understanding and

agreement between the parties pertaining to the use of the Premises or any other

matters connected therewith. All correspondence, memoranda, oral or written agreements pertaining to the Premises or the parties hereto, which originated before the date of this Agreement are null, void and replaced in total with this Agreement.

LAWS/FORUM.

This Agreement shall be governed by and interpreted according to the laws of the State of Maine.

BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Christina M. Therrien\_

Printed Name

ACCEPTED: Airport Manager/Town Manager