

Cust. No. \_\_\_\_\_

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

Space No. \_\_\_\_\_

Address: \_\_\_\_\_

Lot No. \_\_\_\_\_

Telephone: Work \_\_\_\_\_

Home \_\_\_\_\_

<p><b>REVOCABLE AIRCRAFT TIE-DOWN PERMIT</b>  <b>MERRILL FIELD MUNICIPAL AIRPORT</b>  <b>MUNICIPALITY OF ANCHORAGE</b></p>
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The parties agree as follows:

SECTION 1, DEFINITIONS. The following definitions shall apply herein:

A. "Municipality" means the Municipality of Anchorage.

B. "Permittee" means \_\_\_\_\_

C. "Tie-down Space" means tie-down lot\_\_\_\_, space\_\_\_\_, Merrill Field Airport.

SECTION 2, TERM. This permit shall be effective from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, until terminated by either party in accordance with Section 5.

SECTION 3, FEES. The Permittee shall pay the Municipality a monthly fee during the term of this permit in the amount of \$\_\_\_\_\_. Such fee shall be paid quarterly and in advance without notice or demand at the Office of the Airport Manager, Merrill Field, Municipality of Anchorage, 800 Merrill Field Drive, Anchorage, Alaska, 99501-4129. Failure of the Permittee to promptly pay in advance shall subject the aircraft to impoundment in the manner provided by Anchorage Municipal Code 11.60.090, including the imposition of impoundment and storage fees.

SECTION 4, AIRCRAFT IDENTIFICATION. The aircraft which the Permittee may park at the tie-down space pursuant to this permit is described as follows:

1. Type: \_\_\_\_\_, Model: \_\_\_\_\_, Number: \_\_\_\_\_.
2. Type: \_\_\_\_\_, Model: \_\_\_\_\_, Number: \_\_\_\_\_.
3. Type: \_\_\_\_\_, Model: \_\_\_\_\_, Number: \_\_\_\_\_.
4. Type: \_\_\_\_\_, Model: \_\_\_\_\_, Number: \_\_\_\_\_.

The Permittee shall not place or allow another to place any aircraft other than the ones described above at the tie-down space without first presenting proof satisfactory to the Airport Manager that the Permittee owns it and amending this section to reflect such change.

SECTION 5, TERMINATION. The term of this permit is for a minimum of one month. **Permittee is responsible for paying a minimum of a one month fee.** Following the first month of the term, either party may terminate this agreement for any reason upon notice to the other party. Upon termination, the Permittee shall receive a prorated refund of the rent paid pursuant to Section 3. The Permittee shall remove the aircraft from the tie-down space no later than the effective date of termination. Thereafter, the Municipality may remove and store the aircraft at the expense of the Permittee in accordance with Anchorage Municipal Code 11.60.090.

SECTION 6, LIABILITY. The Permittee shall defend, save, hold harmless, and indemnify the Municipality from any claim or action for injury to persons or property from any cause related to the Permittee's use of the tie-down space. The Permittee shall hold the Municipality harmless for any damage sustained to the aircraft parked in the tie-down space or to any other property of the Permittee or to the Permittee from any cause other than the sole negligence of the Municipality.

SECTION 7, PERMITTED USE. The Permittee shall use the tie-down space for no purpose other than non-commercial storage and parking of aircraft. The Permittee shall not use the tie-down space nor permit another to use the tie-down space for any purpose that may constitute a nuisance, fire hazard, or violation of any law, lawful order, rule or regulation of the Airport Manager.

SECTION 8, ASSIGNMENT. This permit may not be assigned and any attempt by the Permittee to do so shall be null and void. If the Permittee transfers title to the aircraft described in Section 4, the Municipality shall, upon request of the Permittee, transfer this permit to the person to whom title of the aircraft has been transferred, provided that the transferee executes a permit for the tie-down space in his name at that time.

SECTION 9, SAFE USE OF THE TIE-DOWN SPACE. The Permittee shall use the tie-down space in a safe manner by adequately securing the aircraft when it is stationary and by moving it to and from the tie-down space in a safe manner.

SECTION 10, JURISDICTION. Any civil action brought by either party under this permit shall be commenced and maintained in the District or Superior Court, Third Judicial District, Anchorage, Alaska.

SECTION 11, INTEGRATION. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

SECTION 12, COMPLIANCE WITH LAW. Permittee shall take action pursuant to this permit only in accordance with all applicable statutes, ordinances, rules, regulations and laws and acknowledges in particular the applicability of Chapter 11.60 of the Anchorage Municipal Code to activities at the Airport.

Dated at Anchorage, Alaska, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**MUNICIPALITY OF ANCHORAGE**

**PERMITTEE**

Airport Manager

\_\_\_\_\_  
Permittee Signature