



QUAD CITIES

INTERNATIONAL AIRPORT

HANGAR PERMIT

Between

METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTY, ILLINOIS

And

Dated as of

_____, 20____

Permittee Name: _____

Individual _____

Corporation (State incorporated) _____

Partnership (State registered) _____

LLC (State registered) _____

Address: _____

City: _____ State _____ Zip _____

Cell _____ Alt Phone _____

Email _____

Keys: _____

Primary Aircraft:

FAA Registration No: _____

Make _____ Model _____ Year _____

HANGAR PERMIT

THIS HANGAR PERMIT ("Permit") is entered into and effective as of this ____ day of _____, 20____ ("Effective Date"), by and between the Metropolitan Airport Authority of Rock Island County, Illinois (the "Authority"), who owns and operates the Quad Cities International Airport ("Airport"), and _____, (the "Permittee"). The Authority and Permittee may be referred to jointly as the "Parties" or each a "Party". The Parties agree as follows:

1. **PREMISES.** Authority hereby permits to Permittee, and Permittee permits from Authority, upon the terms and conditions included in this Permit, Hangar No. _____ located at Quad Cities International Airport situated in Rock Island County, Illinois, hereafter referred to as the "Premises", for storage of Permittee's aircraft and associated aeronautical equipment and supplies identified as:

FAA Registration No: _____
Make _____ **Model** _____ **Year** _____

2. **PURPOSE AND TERM.** The Permit shall be month-to-month and continue until terminated by either party by giving written notice thirty (30) days in advance of the termination date. The Permittee shall be obligated to pay fees through the end of the 30-day period set forth in the notice of termination.
3. **FEES.** All fees as herein agreed shall be paid monthly in advance, figured from the first day of one month to the first day of the following month in the amount of _____ Dollars (\$_____ US) ("Fees"). It is further agreed that if such fees are not paid to the Metropolitan Airport Authority of Rock Island County, Illinois, by the tenth (10th) day of the month for which it applies, a late penalty equal to twenty percent (20%) of the monthly fee shall apply. Authority acknowledges any failure to pay fees in full and on time shall be cause for termination of this Permit. The Permittee agrees to pay reasonable attorney's fees and costs incurred by the Authority in taking legal action to enforce any provision of this Permit including, but not limited to, fees and costs associated with eviction proceedings. Monthly fee payments may be paid by Check, ACH/EFT or Credit Card.

PRIOR TO OCCUPYING THE HANGAR, PERMITTEE SHALL PROVIDE THE AUTHORITY COPIES OF CURRENT AIRCRAFT REGISTRATION AND/OR PROOF OF OWNERSHIP, DOCUMENTATION OF AIRWORTHINESS, CURRENT CERTIFICATE OF INSURANCE, AND ANY OTHER AIRCRAFT DOCUMENTATION REQUESTED.

4. **UTILITIES:** The Permittee shall be responsible for and directly pay all costs of electricity used or consumed on the permitted Premises. The Authority shall not be liable for any interruption in utility service, except for an interruption caused by the Authority, its officers, agents, employees, or contractors which last greater than forty-eight (48) hours.
5. **ACCESS, SECURITY, AND KEYS.** Permittee expressly authorizes the Authority's Executive Director, or other duly authorized representative or agents of Authority, access at all reasonable times to the permitted Premises. Permittee agrees to always cooperate with the Authority in every respect, including security regulations. Permittee has been issued ____ key(s) with the following identifier: _____. Should Permittee require more than two (2) keys, a \$20.00 fee for each additional key requested shall apply. Permittee agrees not to loan, transfer, give possession of, misuse, modify, or alter said key. Permittee agrees that violation of key use may render Permittee responsible for expenses of re-keying the permitted Premises. Security of the hangar and all property therein is the sole responsibility of Permittee. The Authority shall not be responsible for theft, vandalism, or other damage or loss to any property except that which may result because a lock or other locking device opened by the Authority is not re-locked through negligence of the Authority. Permittee agrees to return all issued hangar keys at the termination of this Permit. Should Permittee fail to return said keys, a \$100.00 fee shall be paid to the Authority for expenses to re-key the permitted Premises.

6. **AS-IS; MAINTENANCE OF HANGAR; COMPLIANCE WITH RULES; CONDITION ON RETURN.** Permittee takes the hangar as-is and shall return it to the Authority in the same or better condition without abandoned personal property remaining in the hangar. Permittee agrees to maintain the Hangar in a clean and fire-safe condition at all times. Permittee agrees to keep the doors of the hangar closed except when removing or returning aircraft to the hangar, to prevent wind damage to the building. Authority shall maintain and repair the structure and roof of the permitted premises, provided that any maintenance or repair to the permitted premises necessitated by the negligence or wrongful act of the Permittee, its agents, employees, officers, guests, invitees, or representatives, shall be the responsibility of the Permittee. Permittee agrees to promptly notify the Authority within twenty-four (24) hours, in writing, of discovery of any unsafe or hazardous conditions which may exist on or about the permitted Premises. In the event such written notification is not provided by the Permittee, the Authority will not be responsible to the Permittee for any injuries, loss or damage caused by a lack of maintenance or repair, if such maintenance or repair could have cured the hazardous or unsafe condition. Permittee agrees that neither the Authority, nor any of its agents, representatives, volunteers, insureds, board members, officers, directors, affiliates, or employees, shall be held responsible for any damage or loss by fire, theft or windstorm to Permittee's aircraft.

Permittee agrees to conform to Authority's rules and regulations pertaining to the use of the Quad Cities International Airport. This includes agreeing to adhere strictly to all rules and regulations concerning Airport security and preventing unauthorized people and vehicles from entering restricted aviation areas through and/or over the permitted Premises. Authority has the right to modify the rules and regulations without notice to the Permittee so long as the Permittee continues to have reasonable access to the permitted Premises.

7. **HAZARDOUS MATERIALS.** Permittee agrees not to store oil, paint, or other flammable objects in the hangar and that waste oil and refuse will be disposed of in suitable containers. Permittee acknowledges that if any hazardous materials or substances exist in the hangar, Permittee may be liable for the cost of any damages caused by such materials, fines levied by authorities having jurisdiction over such materials, costs associated with the proper disposal of such materials, any associated legal fees, and costs associated with the proper clean-up of such materials.
8. **ALTERATIONS.** Permittee shall not alter any existing fixtures or improvements or alter the hangar walls, floor, ceiling or electrical system in any manner; nor shall Permittee hang anything from ceiling, walls, beams, doors, or fixtures in hangar; nor shall Permittee add fixtures or improvements or in any other way modify the hanger without the express or written approval of the Authority. Permittee also agrees not to install heating devices or electrical appliances, change or add locks to the premises without written approval of the Authority. Any and all such work approved by the Authority shall be conducted at Permittee's sole cost and expense. All fixtures, improvements, and additions made in or upon the hangar, whether by the Authority or by Permittee, shall become the Authority's property and shall remain in or upon the hangar at the termination of this Permit.
9. **TERMINATION.** Either party may terminate this Permit at any time during the term of this Permit, with or without cause, by giving the other party written notice at least thirty (30) days prior to the termination date. Additionally, if Permittee fails to pay all or part of fees due as required by this Permit or breaches any part of this Permit, Authority may immediately terminate this Permit by delivering written notice to Permittee. Permittee acknowledges that any damage to the permitted Premises as determined by Authority may be cause for termination at Authority's sole discretion.
10. **INSURANCE AND INDEMNIFICATION.** To the fullest extent permitted by law, the Permittee shall indemnify and hold the Authority, its Board of Commissioners, board members individually, its officers, directors, employees, insureds, agents, representatives, volunteers, and affiliates harmless in any matter and in any capacity, from and against any and all claims, demands, causes of action, obligations, losses, liabilities, damages, penalties, fines, liens, judgments, awards, costs, and expenses (including but not limited to attorneys' fees and court costs) to the extent arising from Permittee's breach of this Permit, from negligent acts or omissions of

Permittee or its agents or guests, or from use of the hangar or related activities, including but not limited to loss and/or damage to property, bodily injury, sickness, disease or death. This indemnification will survive the termination of this Permit. Nothing in this Section shall be interpreted to waive any statutory or common grants of privilege or immunity.

Permittee agrees to maintain in full force and effect during the term of this Permit, and any extension thereof, Aircraft Liability insurance on the aircraft and contents to be hangered at the permitted Premises, including Premises Liability, with such insurance to afford protection of not less than One Million (\$1,000,000) Dollars per occurrence/aggregate.

Said policies shall be endorsed to name the Authority as an Additional Insured for the full amount of the policy limits. Homeowners insurance is NOT satisfactory and does not fulfill the above requirements. All policies required herein shall contain a provision that written notice of cancellation or non-renewal shall be delivered to the Authority thirty (30) days in advance, ten (10) days for nonpayment of premium. Permittee shall provide the Authority with a certificate of insurance prior to use of the hangar by Permittee and, upon approval of this Permit, shall provide the Authority with proof of insurance meeting the requirements of this Permit at any time.

- 11. CASUALTY LOSS.** In the event of destruction of the permitted Premises, or any part thereof, Permittee must immediately notify the Authority.

If partial or total destruction occurs or arises out of the negligence or fault of Permittee or its guests, then Permittee shall promptly reimburse Authority for the cost of repair, restoration, or replacement and shall pay for any loss sustained by Authority as a result of such occurrence. If said loss or destruction is attributable to the fault of Permittee or its guests and is insurable by Permittee, Authority agrees to grant Permittee sufficient time to have any and all insurance claims processed and Authority reimbursed by Permittee's insurance carrier.

If such damage or destruction was without fault of Permittee and a portion of the permitted Premises becomes unusable by reason of such damage or destruction, the fees herein provided shall be abated during the period of repair, restoration or replacement in an amount proportionate to the amount of space unusable by such damage.

- 12. WRITTEN NOTICES.** All notices, requests, demands, or other communications with respect to this Permit shall be in writing and shall be deemed to have been duly given upon personal delivery or, if mailed, seventy-two (72) hours after deposit in the United States mail, certified mail, return receipt requested, with proper postage prepaid and addressed as follows:

To Permittee: _____

To the Authority: Benjamin J. Leischner, A.A.E
Executive Director
Metropolitan Airport Authority
of Rock Island County, Illinois
2200 69th Ave., P.O. Box 9009
Moline, Illinois 61265
bleischner@qairport.com

With a copy to:

Kenneth Florey
Robbins-Schwartz
55 W. Monroe, Suite 800
Chicago, IL 60603
Kflorey@Robbins-Schwartz.com

13. **NO ASSIGNMENT.** Permittee or his/her representatives agree not to assign, sublet or otherwise permit occupancy or use of the hangar, except as authorized through the Authority. It is further agreed that the Permittee will not operate his aircraft for hire, either for passenger rides, personnel transportation, training, or any other commercial activity from the permitted space unless such operation is authorized by the Authority.
14. **NO THIRD-PARTY BENEFICIARIES.** This Permit is entered into solely for the benefit of Authority and Permittee, and nothing in this Permit is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Permit, or to acknowledge, establish or impose any legal duty to any third-party. There are no third-party beneficiaries to this Permit.
15. **ABANDONMENT.** If Permittee fails to use the hangar, for the purpose of storing aircraft owned by the Permittee, for a continuous period of six (6) months, then the Authority may, in Authority's sole discretion, terminate this Permit.
16. **REMEDIES CUMULATIVE.** All rights and remedies of the Authority shall be cumulative, and none shall exclude any other rights and remedies allowed by law.
17. **ATTORNEYS' FEES.** In the event of any litigation or arbitration to enforce the provisions of this Permit, the Authority shall be entitled to reasonable attorneys' fees as set by the Court.
18. **ENTIRE PERMIT.** This Permit, including any addenda incorporated by attachment, contains the entire agreement of the parties hereto, and supersedes any written or oral agreements between them concerning the subject matter contained herein. This Permit may be modified only by a written document executed by both Parties.
19. **GOVERNING LAW.** This Permit shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law.
20. **FORUM.** Any litigation or other proceeding to enforce or interpret the provisions of this Permit or the parties' rights and liabilities arising out of this Permit shall be maintained only in the courts of Rock Island County, Illinois.
21. **SEVERABILITY.** If any term of this Permit is held by a court to be void or unenforceable, then the remainder of this Permit shall not be affected and every other provision of this Permit shall be valid and enforceable to the fullest extent permitted by law.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Hangar Permit as of the date(s) written below.

METROPOLITAN AIRPORT AUTHORITY
OF ROCK ISLAND COUNTY, ILLINOIS

Signature: _____

Name(Print): _____

Title: _____

Date: _____

PERMITTEE

Signature: _____

Name(Print): _____

Date: _____



QUAD CITIES INTERNATIONAL AIRPORT

HANGAR PERMIT CHECKLIST

- Complete Hangar Permit with all requested information on cover sheet.
- Sign and date page 6 of the Permit.
- Contact MidAmerican Energy at (800) 329-6261 (press option 3 then option 2) to transfer utilities to your name within 24 hours of execution of Permit. (***Except Hangars A, B, and C.***)
 - a. Your hangar address and information is as follows:

- Call aircraft insurance provider and request the Authority be added as “additional insured” on your aviation general liability insurance policy. This is at no cost to the insured and should read as “Metropolitan Airport Authority of Rock Island County, Illinois”.
- Print certificate of insurance (Acord 25 Form) from insurance company and include copy with your executed Permit.
- Electronic payments are the preferred method of payment. Authority banking information will be provided once a Permit is executed.