

TIE-DOWN AGREEMENT

THIS TIE-DOWN AGREEMENT (“**Agreement**”) is made as of _____, 20__ by and between LE AVIATION INC d/b/a LEADING EDGE AVIATION, (“**Leading Edge**”) and _____ (“**User**”).

RECITALS

- A. Salt Lake City Corporation (the “**City**”), and Leading Edge have entered into a Lease and Concession Agreement Fixed Base Operator (the “**Master Lease**”) dated May 2, 20__ for the lease of certain facilities at the South Valley Regional Airport (“**Airport**”), including 63 tie-down positions.
- B. Leading Edge wishes to temporarily use a tie-down position specified in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **AGREEMENT.** Leading Edge hereby grants to User the right to use a tie-down space identified as _____ (“**Tie-Down Space**”) for parking the Aircraft (defined below). User represents that the Aircraft is registered with the Federal Aviation Administration. On or prior to the Effective Date, User shall provide Leading Edge with a Certificate of Aircraft Registration for the Aircraft.
- 2. **TERM.** User shall use the Tie-Down Space during the following period :

€ Daily; € Weekly; € Monthly; € Other _____

(Term).
- 3. **AIRCRAFT.** The Tie-Down Space shall be used by User for the purpose of parking of the following described aircraft (the “**Aircraft**”):

Make/Model _____

Aircraft Registration No. _____

Aircraft Owner _____

Aircraft Owner Address _____

Aircraft Owner Phone Number _____
- 4. **FEES.** User shall pay Leading Edge a monthly fee for the use of the Space in the amount of \$ _____; such fee shall be paid prior to each daily or weekly rental and on or before the 10th of every month for all monthly or other rentals.
- 5. **INSURANCE.** During the Term, User, at its cost, shall maintain Aircraft Liability Insurance coverage. User’s insurance shall be primary and non-contributing with any insurance maintained by Leading Edge and shall expressly waive subrogation against Leading Edge and its insurers
- 6. **INDEMNIFICATION.** User agrees to release, indemnify, and hold Leading Edge, its affiliates, members, employees, contractors, consultants, agents, and representative harmless from any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever including all costs, attorney’s fees and expert fees, arising out of or in connection with this Agreement. Without limiting the generality of the foregoing, User shall hold Leading Edge harmless from and defend Leading Edge against any and all claims or liabilities for any injury or damage to any person or property whatsoever occurring in, on or about the Airport, or any part of it when that injury or damage was caused in part or in whole by the act, neglect, fault of or omission of any duty by the User , its agents, servants, employees, contractors, or invitees. In no event shall Leading Edge be liable to User or any other party on any theory of liability for any special, indirect, consequential or punitive damages (including any loss of profits, or business or anticipated savings). User hereby waives, releases and agrees not to sue upon any such claim for any special, indirect, consequential or punitive damages whether or not accrued and whether or not known or suspected to exist in its favor. All aircraft and other personal property stored by User at the Airport shall be stored at the User’s sole risk. Leading Edge shall not be liable to User and User hereby waives all claims against Leading Edge for any injury or damage to any person or property in or about the aircraft tie-down area, Tie-Down Space, and Airport area by or from any cause whatsoever, except injury

or damage to User resulting from the willful misconduct of Leading Edge. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF LEADING EDGE UNDER THIS AGREEMENT IS LIMITED TO FIVE HUNDRED THOUSAND DOLLARS (\$500,000).**

7. **MASTER LEASE.** This Agreement is subject and subordinate to all of the provisions of the Master Lease and shall terminate upon the expiration or earlier termination of the Master Lease. If any terms, conditions, statements or agreements contained in this Agreement are incompatible or do not agree with the terms of the Master Lease, the Master Lease shall govern.
8. **ASSIGNMENT.** User shall not assign this Agreement for any reason, and acknowledges that violation of this clause shall result in immediate cancellation of this Agreement without notice.
9. **LATE CHARGE.** If any payment due to Leading Edge from User is not received by Leading Edge within ten (10) days after such amount is due, whether or not any notice of default or other notice has been given, User shall pay to Leading interest on all delinquent amounts from the date such payment was due, without regard to any grace period, at the compounded annual rate of twelve percent (12%). The parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs Leading Edge will incur by reason of late payment by User.
10. **RULES AND REGULATIONS.** User shall, at User's sole cost and expense, comply with all of the requirements of all city, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Aircraft, and User's use of the Tie-Down Space, and shall faithfully observe in the use of the Tie-Down Space all city and county ordinances and state and federal statutes and regulations, now in force or which may hereafter be in force.
11. **FAA SUBORDINATION CLAUSE.** This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government, relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds and provided that City agrees to give User written notice in advance of the execution of such agreements of any provisions which will modify the terms of this Agreement.
12. **FAA AIRPORT PROTECTION CLAUSE.** User understands and agrees that City reserves the right of flight for the passage of aircraft above the surface of Tie-Down Space hereunder in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air; and that City reserves the right to use said airspace for landing at, taking off from or operating aircraft on or over said Airport.
13. **TSA AIRPORT SECURITY CLAUSE.** The User acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. User shall at all times comply with all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal, including, without limitation, 49 C.F.R. Part 1542 "Airport Security" or any amendment or successor thereto, and User will work cooperatively with City in connection with the same. User understands and agrees that the same may impact User's business operations and costs. User further agrees that it shall be strictly liable for the payment of any civil penalties assessed against Leading Edge or User relating to security, and shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subusers, consultants, contractors, successors, assigns and suppliers.
14. **FAA NONDISCRIMINATION CLAUSE.** User, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, User shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

User, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that: (1) no person on the grounds of sex, creed, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Tie-Down Space, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of sex, creed, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that User shall use the Tie-Down Space in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended. In the event of a breach of any of the nondiscriminatory covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Leading Edge shall have the right to terminate this Agreement and to re-enter and repossess Tie-Down Space and hold the same as if said Agreement had never been made or issued.

15. **GOVERNING LAW.** This Agreement will be enforced in accordance with the laws of the State of Utah.

- 16. **ATTORNEY'S FEES.** In any dispute between Leading Edge and User, 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 allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.
- 17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) are merged into and superseded by this Agreement, excepting the parties' joint and several obligations under the Master Lease. This Agreement shall not be altered, amended, or modified except by a writing signed by Leading Edge and User.
- 18. **SEVERABILITY.** In the event that any provision of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, such provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

By authorized signature below, all parties understand and agree to the terms and conditions of this Agreement.

USER:

By: _____

Its: _____

USER'S ADDRESS AND TELEPHONE NUMBER:

LEADING EDGE:

LE AVIATION INC D/B/A LEADING EDGE
AVIATION

By _____

Its _____