



**DELAWARE COASTAL AIRPORT
COMMERCIAL OPERATING PERMIT**

By this Permit, between Sussex County, Delaware hereinafter referred to as the "County", and _____, having offices at:

_____, hereinafter referred to as "Permittee", Permittee is authorized to perform the services set forth in Article 1 below at the Delaware Coastal Airport ("Airport") in consideration of the payment of fees set forth in Article 3 below and in compliance with the Airport Rules and Regulations, Minimum Standards and the terms and conditions of this Permit. Permittee's Federal Employer Identification Number is: _____

Phone number () _____ (Home)

Phone number () _____ (Office)

Name of Principal:

Name of Local Manager:

Check one:

Non-Lease Tenant (business located on the Airport)

Non-Tenant Operator (business located off Airport property)

1. Services Authorized to be Performed

Permittee is authorized to provide at the Airport the following services, hereinafter referred to as "Services": _____

Aircraft to be used by the Permittee for the conduct of its services/are:

In consideration of granting this Permit by the County, the Permittee agrees that it shall conduct its business and render its Services in a professional manner consistent with the Airport's Minimum Standards, industry standards and sound business practices.

2. Location for the Performance of Services

The County for reason of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport shall, in its sole discretion designate and/or approve the location on the Airport from which Permittee will provide its Services.

The location designated and approved for the provision of Services under this Permit is:

3. Fees

Permittee agrees, in consideration of the rights and privileges granted to it herein to pay to the County any applicable Permit fee established by the Sussex County Council.

4. Term

The term of this Permit shall be for a period not to exceed one year commencing on _____ and terminating on _____. The Permittee may apply in writing to the County to renew this Permit within 30 days of its expiration. The County may terminate this Permit on 24 hours notice if the Permittee fails to pay any amounts required to be paid by this Permit or Permittee is found to be conducting any criminal or unlawful activities on the Airport premises. In the event the Permittee fails to comply with Delaware Coastal Airport Policies, the Airport Manager may send a written statement of violation to the Permittee at the above address. The Permittee shall have ten (10) days within which to provide a written response statement to the Airport Manager explaining in detail why the violation occurred and to advise the Airport that the violation has been corrected. The County, in its sole discretion, has the right to revoke the Permittee's privileges at the Airport or it may suspend the operations for such a period of time as it deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered by the Airport and the County in renewing this permit.

5. Assignment and Sale

Permittee agrees that it will not sell, convey, transfer, or assign this Permit. Any attempt to sell, transfer or assign this permit will result in cancellation of this Permit.

6. Valid Sublease

As a condition to Permittee providing the Services authorized herein, Permittee shall:

- a. if occupying space rented directly from the County, possess a current and valid agreement for the usage of the space, or;
- b. if occupying space, rented directly from a Lessee of the County, obtain from said lessee a current and valid sublease and submit it to the Airport, for its approval;

This section does not apply to non-tenant businesses.

7. Liabilities

The County shall not in any way be liable for any cost, liability, damage or injury including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, occurring on the Airport, or as a result of any operations, works, acts or omissions performed on the Airport, by the Permittee, its agents, employees, contractors, guest or invitees.

8. Airport Policies Compliance

- a. The Permittee agrees to observe and obey any and all such Airport Policies, including but not limited to, Rules and Regulations, and Minimum Standards. The County reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such Airport Policies.

b. Permittee shall obtain all licenses, certificates, permits or other authorization from all governmental authorities having jurisdiction over the Permittee's operations at the Airport.

9. Cessation of Operations by Permittee

Upon the expiration or termination of this Permit, Permittee shall immediately cease all its operations at the Airport.

10. Rights Non-exclusive

Permittee hereby acknowledges that all operating rights and privileges granted hereunder are nonexclusive and the County reserves the right to authorize others to perform the same or similar services at its sole discretion.

11. Notice

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is personally delivered or deposited in the U.S. Mail, registered or certified mail, return receipt requested, addressed to the recipient, at the address set forth below:

To Airport: Delaware Coastal Airport
Attention: Airport Manager
21553 Rudder Lane
PO Box 589
Georgetown, DE 19947

To Permittee: _____

12. Insurance

Permittee shall, at its own cost and expense and if required, take out and maintain such insurance for the term of this Permit as the Permittee is required under the Delaware Coastal Airport's Minimum Standards or as provided below:

The Permittee shall provide the Airport Manager with a copy of its Certificate of Insurance at the time this Permit is signed and delivered to the Airport Manager's office. Insurance policies shall name "Sussex County, its elected and appointed officials and employees" as additional insureds.

13. Indemnification

Permittee agrees to carry insurance as set forth herein and to indemnify Airport and hold it harmless from any loss, expense, or claims arising out of the use of the property by Permittee,

its employees, invitees, agents or visitors or any other person whatsoever. Airport shall not be liable for any injury or loss on or about the property to Permittee, its employees, agents, invitees, subtenants, licensees or concessionaires or any other person entering the property. Airport shall not be liable to Permittee for any injury to person or damage to the premises caused by defect or failure of equipment, pipes, wiring, broken glass, clogged drains, water, gas, electricity, oil leakage or by any portion of the premises becoming out of repair unless such injury or damage is due to Airport's willful act or gross negligence. Airport shall not be liable for loss or damage that may be caused by acts or omissions of other tenants of the Property.

14. Certification

By signing this permit, I am certifying that I have read and understand the Airport Policies, and that all information provided on this application is true and correct to the best of my knowledge.

PERMITTEE

BY: _____ DATE: _____

AIRPORT ADMINISTRATION USE ONLY			
Insurance Certificate Received	___Yes	___No	___N/A
Payment Received	___Yes	___No	___N/A
Permit Approved:			
BY: _____	Date: _____		
Eric Littleton, Airport Manager			