

## LINDEN MUNICIPAL AIRPORT REGULATIONS

1. **LICENSE.** Any person or entity wishing to utilize and/or occupy space at the Linden Airport agree to do so as a non-exclusive licensee for the purpose of parking a category of vehicle commonly known as an aircraft, and further agree that no Landlord-Tenant relationship, tenancy, or bailment, of any nature is created.
2. **CONTACT INFORMATION.** All Licensees, whether based, non-based, or transient shall provide Licensor with the aircraft's ownership and operator's information, complete billing address, e-mail address, telephone numbers, and payment and credit card information as is necessary for Licensor to process payment transactions. Licensee shall keep the information current and promptly report any changes to Licensor.
3. **ACCEPTANCE OF LICENSE.** Licensee's use and/or occupancy of the Airport shall be construed as acceptance by Licensee of the non-exclusive license and agreement to abide by the Airport's regulations, policies and procedures as may be posted and updated from time to time, and the terms and conditions of the non-exclusive license created by such use and occupancy, as agreed by the Licensor, and to pay the charges as posted at the Airport or any specialized charges that may apply and are available upon request.
4. **LICENSED AREA.** The licensee, subject to certain conditions hereinafter expressed, may be assigned a specific area situated at the Airport for the conduct of those activities of Licensee as permitted herein or by additional agreement. Licensee shall not inure any rights or title from Licensee's use and/or occupancy of any area on the Airport.
5. **NON-BASED AND TRANSIENT AIRCRAFT.** All aircraft not based at Linden Airport shall park only in the areas designated for transient parking, must register with the Airport Operations Counter immediately upon landing at the airport, and shall be subject to the applicable landing and parking fees. Aircraft arriving when the Airport Operations Desk is closed shall contact Operations the following morning and provide the information required for registration. All fees must be paid prior to departure from the Airport.
6. **BASED RATES.** To be eligible for the Based Aircraft rate a Licensee shall be commit to a six-month minimum term for tie down spaces and a one-year term for hangar spaces, however Licensor may terminate Licensees use of the facilities in accordance with Section 46A.
7. **ADJUSTMENTS TO FEES.** The Licensor may adjust any license or other fees due under the license agreement upon thirty days' notice to the Licensee, and said notice shall be deemed given if provided to the Licensee personally, or if publically posted at the Airport, or in writing by mailing any notices to the U.S. Postal Service, or email, address of record as provided by the Licensee to the Licensor.
8. **PAYMENTS AND LATE FEES.** Payment for tie down and hangar space, and any ancillary charges is due three business days prior to the first day of the month for which the charges apply. Automatic payment processing will be submitted three business days prior to the first of the month, and it is Licensee's responsibility to insure that sufficient funds or credit is available to cover the charges due when submitted by Licensor to avoid rejected payment and late fees being accrued by Licensee. If any payment of the licensee fees or other charges due to Licensor is in arrears for more than five days from when due, the Licensee agrees to pay, in addition to the applicable late fees, interest at the rate of one and one-half percent per month on all amounts in arrears.
9. **REJECTED PAYMENTS.** The then applicable fee will apply to each item, and for each resubmission of any item, as the result of any check, draft, electronic charge, or any other payment dishonored or rejected for any reason whatsoever by Licensee's bank, credit card issuer, financial institution, or other source of funds.
10. **ADDITIONAL FEES.** The late fees, rejected payment fees, interest, and any other charges inuring from Licensee's use of the Airport shall be charged to the Licensee as "Additional Fees" which shall be due and payable as is any licensee fee. The failure to pay the additional fees shall give the Licensor the same rights against the Licensee as if the Licensee failed to pay the license fee.
11. **REFUNDS.** No refund or reduction of the license fee shall be made for any reason including but not limited to the failure of the Licensee to utilize the airport, the termination of the license prior to the end of the license term, or in the event of the unavailability of any or all Airport facilities due to weather events, maintenance activities, public events, acts of God, construction, accident, etc., unless these events render the Airport completely unusable for a period exceeding thirty (30) consecutive days. In that event the Licensee may be eligible for a pro-rata adjustment for that period exceeding thirty days wherein the Airport was completely unusable. Licensor will attempt to advise Licensee in advance of any anticipated major events or activities that would affect the usability of the Airport when such events are within the control of the Licensor.
12. **SECURITY DEPOSIT.** Licensee covenants and agrees to pay an amount equal to one month's license fee as a commercial, non-residential security deposit. Licensor may require additional amounts depending upon the particulars of the Licensee's operation or credit assessment. No interest shall be paid to the Licensee by the Licensor as the result of any such deposit. The Licensee further agrees to adjust the amount on deposit at any time that the monthly license fee is adjusted, with such payment to be made on the same date as the adjustment of the license fee. The deposit will be refunded if all applicable fees have been paid and no monies are further owed Licensor.
13. **UTILITIES.** If the area utilized by the Licensee is provided with, or the Licensee shall otherwise utilize any type of utility service, such as gas, electric, water, sewer, telephone, cable television, HVAC, internet service, refuse removal etc., the full cost of any such services shall be paid by the Licensee. If such services are billed jointly with other Licensees, it shall be the option of the Licensor to either bill the costs on a pro-rata basis or to require the separation of the service systems so that each Licensee may be separately and/or directly billed.
14. **PERMITTED USES.** The Licensee agrees that the area assigned to the Licensee shall only be used for the purpose of parking the specific aircraft bearing the F.A.A. identification number as registered by Licensee with the Licensor, and for no other purpose. Any other use shall only be permitted if



approved in writing by the Licensor. No substitutions, loans, transfers, exchanges, sublets, or the storage or operation of the aircraft of others, whether for compensation of any nature or not, whether temporary or not, are permitted without the advance written consent of Licensor.

15. **CHANGE OF AIRCRAFT.** If the Licensee wishes to use the Airport for the storage of a different aircraft from the one(s) registered with Licensor then the license will terminate or continue, at the discretion of the Licensor, at the time of the notice of change in aircraft, or at the end of the current month's term. If Licensor consents to the replacement of the aircraft, such aircraft must be owned or leased by the same Licensee and if consented to by the Licensor, the replacement aircraft may then be stored or operated at the Airport. Licensees with hangars capable of storing more than one aircraft shall only store Licensee's aircraft that are properly registered with Licensor, and shall provide a monthly report to Licensor of all aircraft stored in Licensee's licensed areas.

16. **ASSIGNMENT.** Licensee shall not transfer, assign, or pledge the license without the prior written consent of Licensor. In the event that the Licensor provides such consent, and as a condition of any such consent, Licensee shall reimburse Licensor for reasonable administrative and attorney's fees incurred in conjunction with the processing of any such requested transaction. The use or storage of an aircraft other than that specific aircraft which was registered by Licensee with Licensor as being stored in the hangar or tie down spot shall be construed as an assignment hereunder, and unless conditions herein have been satisfied, shall be grounds for termination of the license. Licenses automatically terminate upon the sale, transfer of title, lease, or any other conveyance of an aircraft, and the aircraft's new owner(s) are not entitled to assume or take over occupancy or use of any hangar or tie down spot.

17. **PROHIBITED USES.** The permitted uses described above shall not be interpreted to include the following uses all of which are strictly prohibited:

A. The conduct of any commercial activity, such as aircraft rental, charter, leasing, sales, flight instruction, aerial photography, aerial application, aerial surveying or mapping, aircraft repair, aircraft maintenance, aircraft modification, the operation of flying clubs, the sale of products or services, etc., unless the Licensor specifically approves such commercial operations in writing, and expressly permits Licensee to conduct such operations at the Airport, and such activity is conducted in accordance with law.

B. The storage of anything other than the aircraft itself, with particular concern that no fuels, propane, or flammable, hazardous, or toxic materials be stored in a hangar or at a tie down space.

C. The keeping of any animal or pet of any kind, or any human habitation.

D. The conduct of maintenance activities by anyone which involves the draining of any fluid, or the addition of any fluid to the aircraft, or which involves the use of cleaners, solvents, paint or paint-like materials, or other solutions or chemicals, and paint spraying, unless the aforementioned activities are conducted in the Licensee's area when said area is equipped with spill containment, hazardous material emergency clean-up kits, and all other equipment, systems, and environmental and other approvals as may be required for compliance with all Federal, State, and local environmental, building, and fire code regulations. Licensee must also have in force a policy of insurance with coverage specifically including environmental coverages for all environmental hazards posed by said maintenance activities.

E. The conduct of maintenance or any required inspections by anyone other than the Licensee personally, and that shall be limited to the FAR Part 43, Appendix A Section (c), and then only to the extent that such items are not prohibited by any other provisions of these regulations, including the requirement for code compliance, spill control equipment, and environmental damage insurance.

F. The transportation of more than five gallons of fuel in portable containers anywhere on the Airport premises. Licensee acknowledges that State building and fire codes require any fuels not within the approved internal tank of a motor vehicle must be in an approved container with a volume not to exceed five US gallons. The indoor or outdoor storage of fuel is prohibited.

G. The conduct of any commercial activities in or on any area of the Airport not specifically approved, equipped, and permitted, for the conduct of those activities as specified in Section #19. It is expressly acknowledged by the Licensee that any indoor area, unless so otherwise permitted and equipped, has not been provided with any life-safety systems or equipment as the indoor areas are only to be occupied by the Licensee for only that period of time as is necessary for the purpose of parking or removing the aircraft defined in Section 39 herein.

H. The conduct of any public event or meeting in any hangar or on the Airport premises without advance written consent of the Licensor.

I. The washing of aircraft except in approved locations.

J. The taking of still, motion pictures, sound recordings or recordings of voices for commercial purposes without written permission of Licensor. This regulation does not apply to bona fide coverage by the news media conducting business in authorized areas and in accordance with Licensor's policies and Airport regulations.

K. Solicitation for any purpose, the distribution of literature, and the conduct of any polls, questionnaires or surveys, and intentionally leaving any item intended for distribution, without the written permission of Licensor.

L. Any activity which constitutes a danger to persons or property or which interferes with the orderly operation of the Airport.

M. Smoking.

N. De-icing by applying any substance without written the authorization of Licensor and in compliance with all applicable environmental regulations.

O. This section is not intended to be inclusive of all prohibited uses.

18. **FUELING:** Fueling of aircraft may only be conducted by individuals trained and certified for the handling of aviation fuels, with proper equipment including, but not limited to, an anti-static grounding system, NJDEP approved spill control equipment and plan, fire extinguishing equipment, fire department permits, and required PPE, and conducted in an area designed and approved with containment for such purposes. An indemnification and hold harmless agreement must be provided to the Airport Management, and insurance coverages specifically endorsed for fueling and environmental coverages for spills and discharges in an amount not less than one million dollars must also be provided. All policies must be endorsed with "The City of Linden" and the "Linden Airport Management Corporation" being included as "additional insureds", contain a waiver of subrogation, and stating that coverage provided will be "primary and non-contributory".

Hot-fueling of an aircraft with passengers on board is strictly prohibited. Hot-fueling of gasoline powered helicopters is prohibited at all times.

19. **COMMERCIAL OPERATIONS.** Licensees wishing to conduct commercial operations that are otherwise prohibited in Section #17 must first obtain written approval from Licensor for the commercial activity sought, pay the applicable commercial use charges and obtain commercial insurance coverage as specified in Section #45. Licensee shall obtain any required Certificate of Occupancy, Fire Department permits, Life Safety permits, compressed gasses



permits, welding, and all other specialty permits as are required for Licensee's commercial use and occupancy of the hangar or airport facility. If Licensee's operation involves the draining of any fluids, or the addition of any fluids, or the use of chemicals, solvents or cleaners, then Licensee shall provide code compliant facilities to store and handle such materials, and equipment for spill containment and control appropriate to the quantity and type of liquids utilized. Licensee shall only operate only in a facility equipped with all life-safety systems, required exits, and all other items as is determined to be required for Licensee's commercial use of the Airport facility. Licensee shall also provide to the City of Linden and the Licensor an indemnification and hold harmless agreement covering Licensee's activities at the Airport. Licensee shall provide for refuse storage and weekly removal of all refuse and wastes generate by Licensee in accordance with Section #31. Commercial operations that involve the servicing or use of non-based aircraft shall insure the landing of such any such aircraft is immediately reported to and registered upon arrival with Licensor at the Airport Operations Desk, and appropriate landing fees are paid to Licensor, and Licensee shall not release the aircraft to depart until all applicable fees are paid to Licensor.

20. ALTERATIONS. No construction, alterations, modifications, making of holes, painting, attaching of anything to the walls or structure of the facilities, or installations (hereinafter "improvements") of any nature, including the installation of any signage, may be performed on or to any inside or outside area, building, or any other portion of the Airport property without the express written consent of Licensor. Any improvements shall not be removed without Licensor's written consent. All improvements shall become the property of the Licensor at the termination of the license; however the Licensor shall have the option to require the removal or restoration of any improvements in whole or in part. For purposes of the license, any lighting, HVAC, plumbing, or other fixtures or units shall be considered an improvement without regard as to whether they are hardwired, piped, or connected with cords, plugs, or disconnectable connections. All contractors must be fully insured with worker's compensation and liability insurances, licensed by the appropriate regulatory agencies, and approved by the Licensor. Licensee is responsible for obtaining any required permits and approvals, as well as any bonds as may be required by the City of Linden or Licensor, at Licensee's sole cost and expense prior to the commencement of any improvements, and to comply with any improvements attached thereto.

21. AUTOMOBILE PARKING. The Licensee may park a personal vehicle at the Airport during such time as necessary for the use of its aircraft, subject to the City of Linden's "Chapter III, Police Regulations, Section 3-43 a & b", and to such rules and regulations for the use of parking areas as may be promulgated by the Licensor. Parking for additional vehicles, and any commercial vehicles, may be available at an additional charge, subject to the availability of parking spots. Parking shall be strictly limited to areas specifically designated for use by the licensee.

22. AIRSIDE PERSONAL ACCESS. Licensee shall be permitted access to their tie down or hangar on foot when the Airport is open for business. Licensee's access is limited to that which is required to go directly to and from Licensee's tie down or hangar. During such times that the Airport is partially open or not open, as the result of weather events, public events, acts of God, construction, accident, airfield maintenance activities, etc., the Licensee may be given access at the sole discretion of Licensor. Licensee agrees to comply with all Airport security procedures. Licensee shall not permit access to the Airport's airside facilities to any person unless that person is under the immediate control and supervision of the Licensee. Licensee further agrees that Licensee shall be responsible for the safety, conduct, and compliance with all Airport regulations of any such person while in the airside or other secured Airport areas. Licensee shall not permit any access to the Airport's airside or otherwise secured areas by any person who has been identified to the Licensee as being prohibited from such access. Violation of this provision shall be grounds for the immediate termination by Licensor of Licensee's license at the Airport.

23. AIRSIDE VEHICULAR ACCESS. In accordance with the City of Linden's "Chapter III, Police Regulations, section 3-43 a & b", and the Airport Regulations, Licensees required to obtain Licensor's pre-authorization to access and operate any motor vehicles, including cars, trucks, motorcycles, Segways, bicycles, or similar personal transportation devices, on any aeronautical surface. Individual Licensees may make a request, in the format and process specified by the Licensor, for vehicular access to the airfield no less than twenty-four hours in advance of any such proposed access. Requests shall be submitted to the Airport during normal office hours of 9 AM to 5 PM, Monday thru Friday, excluding holidays. Vehicular access may not always be available and requests limited to once in any thirty day period. Any vehicle so authorized shall be permitted access for the sole purpose of travel directly to and from their assigned hangar or tie down space. At no time is Licensee, Licensee's vehicles, or any pedestrians permitted on the runway, its taxiway, or in the vicinity of operating aircraft. Aircraft shall have the right-of-way at all times. Vehicles may be allowed access for up to two hours at one time but shall be removed as expeditiously as possible. In no event shall the vehicle of a Licensee remain on the airside past the closing time of the Airport Operations Desk. The use of a dolly, tug, tractor, or similar motorized device designed to ground-handle aircraft may only be used with the approval of Licensor and such equipment shall not be allowed to remain outside the Licensee's area when not manned and being actively operated by the Licensee. Violation of these regulations will result in the Licensee's loss of access to the airside or termination of Licensee's license. Licensor may authorize access as required for emergency vehicles, and its maintenance or other vehicles, as Licensor may determine.

24. KEYS. Licensee agrees that all Airport keys, security cards, identification cards, remote controls, and any other security devices issued to the Licensee will remain the property of the Licensor and will be surrendered to the Licensor at the termination of the license or upon Licensor's request at any time. The City of Linden, by law under "Chapter III, Police Regulations, Section 3-43 c & d", prohibits and provides criminal penalties for the unauthorized possession of Airport keys and security devices, as well as the tampering with or disabling any Airport security systems or devices. Any person in possession of any such keys or materials who fail to return them to the Airport Management upon demand shall be in violation of that ordinance and further be responsible for all costs incurred by the Airport to change locks and for whatever other measures the Airport deems necessary to render those materials inoperative and secure the facility. All locks and keys must be supplied by the Licensor and be compliant with the Airport's master lock, key, and fire and emergency access plans. Licensee may not tamper, alter, add, or change any lock on any hangar, office, gate, door, or any other airport space, facility or equipment. Any unapproved or unauthorized locks will be removed and replaced with compliant locks at the sole expense of the Licensee.

25. VIDEO. Licensee is hereby informed that the Airport and its facilities may be under video surveillance for security and operational purposes and those recordings and other records generated therefrom are the sole property of Licensor, and may be maintained for such periods or purposes as the Licensor may deem necessary in its sole discretion, and Licensee hereby consents to all thereto.

26. SNOW Licensor will use its best efforts to clear the common areas of the Airport of snow to the extent possible with the equipment and personnel then available, when such snow accumulations exceed an average of three inches. Taxiways will be cleared only on their centerline. Under no circumstances



will Licensor be required to operate any snow removal equipment or remove snow, windrows, or ice within five feet of any building, structure, or aircraft. Licensor shall not be responsible to clear snow or ice from any Licensee's individual area, aircraft, tie down spot, or apron area. Licensee may conduct snow removal efforts to the extent as required to provide access from Licensee's area or hangar to a common area cleared by Licensor, as long as such efforts do not impede, interfere, or negate the snow removal operation of Licensor or other Licensees. Machinery and outside snow removal contractors may be utilized by Licensees for snow removal with the prior approval of Licensor. Licensor does not guarantee uninterrupted access to any or all runways, taxiways or other Airport facilities, and Licensees can expect the unavailability of the Airport facilities for a minimum of seventy-two hours from the cessation of snowfall, and longer in the event of larger storms.

27. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Licensee agrees to utilize the Airport only in a manner compliant with all applicable laws and regulations, including but not limited to those of the Federal Aviation Administration, The State of New Jersey and its Office of Aviation, the City of Linden, the Environmental Protection Administration, the New Jersey Department of Environmental Protection, and the Linden Airport, and to obey all Airport signage, fences and barricades. No person may operate aircraft, vehicles, or conduct themselves in a careless manner or in disregard for the rights and safety of others.

28. **NOISE ABATEMENT.** All aircraft operating at the Airport shall observe any noise abatement procedures in effect, and shall operate in a manner so as to cause the minimum disturbance possible to other users of the Airport and the surrounding community. The interior or exterior use and/or installation of permanent, temporary, or portable amplified music or public address systems or apparatus, the use of any musical instrument or noise making device, and chanting or singing is prohibited without the written consent of the Licensor.

29. **ACCEPTANCE OF FACILITIES.** By occupying or otherwise utilizing the Linden Airport facilities, Licensee agrees that they have accepted the tie down or hangar as being in good and serviceable condition. Licensee accepts the tie down spot, hangar, or any other Airport facility "as is", with no warranty of any nature whether expressed or implied, provided.

30. **CARE OF PROPERTY.** Licensee agrees to maintain their hangar or tie down areas in a clean and neat condition, and to promptly remove all trash, refuse and debris when such is found or generated, and to keep any such trash in a closed or covered container. All persons using the Airport will be held liable for any property or other damages caused by their conduct, actions, or inactions. Any person or entity liable for such damage will indemnify fully and save and hold harmless the Licensor and the City of Linden, including their respective officers, employees, and officials, from all claims, liabilities, and causes of actions of every kind, character and nature and from all costs and fees, including attorney's fees connected therewith and from the expenses of the investigation thereof.

31. **REFUSE.** Non-commercial licensees may utilize the Airport trash dumpster for the disposal of a maximum of the equivalent of one 5-gallon pail of non-hazardous trash generated within their licensed area per month. Commercial licensees may utilize the Airport trash dumpster for the disposal of a maximum of the equivalent of one 30-gallon pail of non-hazardous trash generated within their licensed area per month. Said licensees must arrange for their own disposal services for quantities above the 5 and 30 gallon limits, as well as any hazardous wastes they may generate in the normal course of their operations at the airport. No food waste of any nature may be left in any interior space overnight. No hazardous materials, residential waste, or refuse not generated on the Airport may be brought onto the Airport or disposed of in the Airport dumpster. Nothing may be left outside of any dumpster or trash receptacle.

32. **LICENSEE MAINTENANCE.** Licensee shall be responsible for the operation, maintenance, and repair of all interior systems, machinery, lighting, doors, door operators, HVAC, and all other interior equipment whether provided by Licensor or provided by Licensee with Licensor's consent, as well as any securing agents as described in Section #38 herein.

33. **LICENSOR MAINTENANCE.** Licensor will be responsible for the maintenance of the exterior of the buildings; however Licensee agrees that hangar facilities are intended for the storage of aircraft and are not weather proof, and that Licensor shall have no liability for water or other damages that may result from the leakage of the exterior surfaces, floors, and/or other areas. Licensee acknowledges that tie down spots and hangar buildings are constructed at grade level for the storage of aircraft, and that no warranty of any kind is made by Licensor against or with respect to the penetration of water into any such grade-level areas, and that no offset, reduction, or allowance of any kind will be permitted against the license fee for any such event whether chronic or otherwise.

34. **ENVIRONMENTAL.** The storage of fuels, other than within the fuel tank of an aircraft or approved vehicle, propane, and hazardous chemicals and materials is prohibited at tie down spots and within and around hangars and buildings. Licensee shall immediately report to the Licensor the occurrence of any and all spills or discharges in any quantity of any oil, chemicals, fuels, or hazardous substances. Licensee shall make every effort to immediately contain and remediate any such discharge when safely possible. Licensee shall be responsible for all costs associated with any resulting cleanup operation including any fines, legal expenses, and consequential damages and expenses that may be assessed against, arise from, or otherwise incurred by Licensee, Licensor, and any damaged or aggrieved third parties.

35. **TIE DOWN STORAGE.** The placement or storage of any property, equipment, or possessions of Licensee, excepting Licensee's aircraft registered with the Airport, at a tie down spot or outside of a hangar is prohibited. A single metal "Gang Box" style container may be permitted at a tie down spot with the consent of Licensor. Any such box must be securely attached to one of the tie down ground anchor points and must be situated so as not to interfere with the operations of Licensee's aircraft or those of adjacent aircraft.

36. **ACCESS BY LICENSOR.** The Licensee agrees that the Licensor shall have at all times unrestricted and unobstructed access to the licensed area(s), whether within a structure or in an outside area, and may enter upon or into the area at any time with or without notice to Licensee, for purposes of inspection, maintenance, construction, utility work, remediation, or any other purposes of Licensor.



37. **MAIL.** Only commercial operators may receive mail or packages at the Airport in the name of the Licensee's business, limited to that which is utilized in the normal conduct of Licensee's operations as authorized by the Airport. Freight deliveries require advance notice to Licensor and Licensee is responsible for any loading or unloading as may be required. No personal mail will be accepted. Due to space limitations, any such mail or packages delivered to Airport Operations shall be returned to the sender if not claimed by the Licensee within ten days of its delivery to the airport.
38. **AIRCRAFT TIE DOWN.** If the license is for the use of an outside tie down space, Licensor may provide access to one set of ground anchors to the Licensee. All Licensees, whether based, non-based, or transient, shall supply their own ropes, chains or other methods of securing the aircraft to the ground anchor points (herein after referred to as the "Securing Agents"). Licensor shall not be liable for the replacement or engaging of the securing agents. Licensee hereby assumes all risk in connection with its use of the securing agents and Licensor hereby disclaims any and all liability in connection therewith, including any event where any of the components of the securing agents are provided by Licensor. It is hereby agreed that the Licensee shall be required to maintain the aircraft securely tied down at all three aircraft tie down attachment points at all times except when the aircraft is in actual operation, and have final responsibility for securing the aircraft under all circumstances. Licensee agrees to indemnify and hold Licensor and its employees harmless from liability for injury, damage, and any loss of any nature, including to Licensee's aircraft, resulting from Licensor's securing the Licensee's aircraft as a courtesy to the Licensee, or failure to secure Licensee's aircraft, or when such securing of the aircraft is necessary or desirable because of weather or for any other reason.
39. **HANGAR LIMITATIONS.** Hangar doors must not be opened when wind speeds or gusts reach or may reach the structural safety limit of 20 MPH. Licensee will close its hangar doors immediately at the first indication of an impending storm, Licensee guarantees that it will keep its hangar door closed and locked using both side locks, and any "J" bolts supplied, at all times with the sole exception of those brief time periods when the aircraft is actually engaged in the process of being placed into or removed from the hangar. Licensees may not leave their open hangar door unattended. Licensees agree that they are personally liable without limitation for any and all damages, including consequential damages, of any nature, including damages from wind, as a consequence of Licensee's failure to keep the hangar doors closed except when actually placing or removing aircraft, Licensee's failure to close or refrain from opening the hangar door in the presence of winds or gusts at or exceeding 20 MPH or in the event of an approaching storm, and Licensee leaving the hangar door open while unattended by Licensee.
40. **HANGAR DOOR OPERATION.** Motorized hangar doors must be operated under the direct control of the Licensee. Bypassing or tampering in any way with the safety limiting devices and the jamming of control buttons is dangerous and strictly prohibited. Prior to operating any hangar door the Licensee will inspect all cables and other components of the hangar door system to insure that it is safe to operate. Do not operate any door if there is any indication of frayed or otherwise damaged cables or any other defect with the door system, or if unusual noises are heard at any time from the door system.
41. **LOCATION AND RELOCATION OF AIRCRAFT.** Licensee shall be responsible for the routine placement and removal of its aircraft(s) from tie down and hangar spaces. Licensees agree to permit the Licensor move Licensee's aircraft as may be necessary or required by the Licensor. If the Licensee's assigned area is a space within an open bay hangar, or the Licensee needs to relocate or otherwise move Licensee's aircraft for any reason, the Licensor agrees to exercise reasonable care in the handling of the aircraft and to be liable for any damage to Licensee's aircraft which results solely from the gross negligence of the Licensor. Licensor shall attempt to place Licensee's aircraft in the same area during the term of the license, however Licensor may move or relocate Licensee's aircraft as Licensor may determine is necessary for the conduct of maintenance activities, multi-aircraft Licensee consolidation, the business convenience of the Licensor, and as may be required in Licensor's sole opinion for the efficient operation of the Airport's facilities.
42. **NON-LIABILITY BY LICENSOR.** Licensee agrees that Licensor shall have no liability whatsoever for any injuries, or any damage to or destruction of any aircraft, ground equipment, personal or other property of Licensee, except liability resulting exclusively from its own gross negligence, and that in no event shall Licensor be liable for any subsequential or consequential damages, including loss of time or profits, devaluation, or any legal fees of Licensee.
43. **INDEMNIFICATION BY LICENSEE.** Licensee shall familiarize itself with the Airport facilities prior to use, and Licensee hereby specifically affirms his/her/their personal knowledge of the risks and hazards potential and present in the Airport environment including but not limited to: Moving and stationary vehicles; moving machinery; flying debris; paved and unpaved areas with ruts, pot holes or other defects; combined use areas; presence of fuels and chemicals; dark and unilluminated areas; wet, slippery, snowy and icy areas; vandalism, fire and theft. Licensee acknowledges that any risks and hazards may change or arise at any time. In consideration of the license and of the sums paid by Licensee to Licensor thereunder, Licensee agrees and promises not to sue or commence any other action at law against the Licensor for any reason, and further shall indemnify, defend and hold Licensor harmless from and against any expense or claim (including without limitation legal fees), loss or liability to any person or property suffered or incurred as a result of or in connection with any breach by Licensee of its obligations contained within its license or the Airport's and other applicable regulations, or any of Licensee's activities, or the activities of Licensee's agents, servants, invitees, contractors, employees, guests, members, and customers, including but not limited to the use of Licensee's aircraft, any fueling facilities, and all Airport areas.
44. **LICENSOR IS NOT AN INSURER.** Licensee agrees that Licensor is not an insurer, that any insurance shall be obtained by the Licensee, and that the amounts paid by Licensee to Licensor are based upon the value of the services provided and the scope of liability as herein set forth, and are unrelated to the value of the Licensee's property or person, or the property or person of others located or utilizing the Airport or otherwise on the Airport. Licensee does not desire the Licensor or the Airport to provide for full liability of the Licensor and agrees that Licensor shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, in or on the Airport; that if the Licensor should be found liable for any loss, damage, or failure in any respect, Licensor's liability shall be limited to a sum equal to ten percent of the monthly fee or \$100.00, whichever is greater, and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of obligations imposed by the license and Airport regulations, or from negligence, active or otherwise, or any other cause, of the Licensor, its agents, or employees. If during the life of the license the Licensee desires the Licensor to assume liability beyond that indicated above, upon mutual consent a separate agreement may be entered into between the parties providing for Licensor's additional liability and Licensee will agree to pay Licensor such additional fees as are consonant with Licensor's additional costs, in which event the preceding paragraph shall be amended by the terms of that separate agreement, provided however that such additional agreement and additional obligations shall in no way be interpreted as to hold the Licensor as an insurer.



45. **INSURANCE.** During the term of the license and any renewals thereof Licensee shall maintain policies of liability insurance covering its operations at the Airport and the ownership, operation and maintenance of its aircraft in the minimum amounts of \$1,000,000.00, with sub limits, if any, of not less than \$250,000.00 per passenger seat and \$250,000.00 for property damage. Licensees so authorized to conduct commercial operations shall provide insurance that covers all risks associated with the specific commercial operations undertaken by the Licensee. If the area licensed to the Licensee is a hangar space or other space within a building, then Licensee shall provide an "All Risks" policy covering the building and commercial liability arising from Licensee's use and occupancy of the space.

All Licensees shall cause the Licensor and the City of Linden to be named as "Additional Insureds" with an additional endorsement specifically requiring that the coverage provided shall be "Primary and Non-contributory", provide a waiver of subrogation in favor of Licensor and the City of Linden, and shall at all times furnish evidence of such currently effective insurances and waiver to Licensor. Failure of the Licensee to obtain and maintain the aforementioned insurance coverages and waiver shall result in the Licensee's personal assumption of all liabilities as well as all duties to provide for Licensor's and the City of Linden's defense against any action at law that would have been covered or proscribed by an operating insurance policy, endorsed as required herein, and an operating waiver as required herein, and for any and all liability and expense, awards, and judgements, including all legal fees, that may be incurred by Licensor and/or the City of Linden as a result thereof.

Licensee agrees to provide Licensor with evidence of adequate insurance coverage prior to occupying or otherwise utilizing the Airport. In addition the Licensee agrees that all policies shall provide that if the coverage is terminated, cancelled, or amended prior to its expiration date, the issuing company will notify the Licensor in writing thirty (30) days prior to such termination, cancellation, or amendment being effective. Licensee also agrees that thirty (30) days prior to the expiration of any insurance the licensee shall provide the Licensor either of notice of the issuing company's intention to renew, or with the certification of a new provider if the existing coverage is to be terminated.

Licensee specifically affirms and promises that it will not conduct aeronautical or maintenance operations of any nature at the Airport without the insurance coverages specified herein being in full force and effect. Licensee agrees and consents that Licensor shall have full authority to prevent the conduct of any such operations by Licensee, without any liability whatsoever by Licensor to the Licensee or any third parties as the result of such interdiction, until such time as the Licensee provides to Licensor appropriate certificates attesting that the required coverages are in full force and effect.

Licensee agrees that Licensor shall have no duty, obligation, or liability in any way whatsoever to Licensee, its employees, agents, servants, invitees, contractors, guests, and customers, and it shall be Licensee's obligation to provide insurance coverage for all risks as a result of Licensee's use and/or occupancy of the Airport.

46. **TERMINATION.**

A. **NON-RENEWAL.** Unless otherwise provided in writing, the license may be terminated by either party upon thirty(s) days written notice prior to the expiration of the then current license term.

B. **LICENSEE DEFAULT.** The license may be terminated by the Licensor at any time upon the occurrence of any of the following events which shall constitute an event of default hereunder:

1. If Licensee shall fail to pay any rent, fee, security deposit, utility bill or other financial obligation due to Licensor, when due hereunder,
2. If Licensee fails to provide and keep current all required contact and payment information,
2. If Licensee shall fail to observe or perform any provision of the license,
3. If Licensee shall fail to observe any rule or regulations as per Section #27,
4. If licensee shall violate any security or safety rule or regulation,
5. If Licensee operates aircraft or otherwise conducts his operations in a manner that that interferes with or menaces other Airport Licensees, or is deemed by Licensor to be unsafe or inappropriate or improper, or in disregard for the safety or good operational order of the Airport,
6. If Licensee fails to maintain all required insurance coverage. THIS DEFAULT SHALL RESULT IN IMMEDIATE TERMINATION OF THE LICENSE AND CESSATION OF LICENSEE'S USE AND OCCUPANCY OF THE FACILITY.

Upon the happening of any one or more of such events of default, the License shall, upon a date specified in a notice from Licensor to Licensee, terminate, and Licensee shall have ten days from the mailing date or date of personal service upon the licensee, to remove the aircraft and any other belongings of the Licensee from the Airport, after which time the aircraft and any other items that may remain within the licensed area, or otherwise upon the Airport shall be considered abandoned by Licensee, and Licensor is hereby specifically authorized by Licensee to remove and dispose of the aircraft and possessions on behalf of Licensee, without liability and without further obligation to Licensee. In the event that Licensor places a lien on Licensee's aircraft then Licensee may not remove said aircraft until all sums due Licensor, including those claimed in the lien, are paid to Licensor in full.

Transient rates and holdover surcharges shall apply to the aircraft and storage charges to any possessions from the effective time of such termination to the time of actual removal of the aircraft and possessions from the Airport, irrespective of if such holdover results from Licensor detaining the aircraft due to unpaid charges or unsatisfied lien(s).

47. **SURRENDER OF PREMISES.** Licensee shall surrender their Airport area to the Licensor in a broom clean condition. If Licensee fails to surrender its licensed area in said condition Licensor is hereby authorized by Licensee to perform all necessary actions to clean the area at Licensee's sole cost and expense. Licensee shall surrender all keys, access and ID cards, and any other security devices or be charged for the value of any such devices and any and all costs of Licensor in accordance with Section #24 herein.

48. **WAIVER BY LICENSOR.** Licensor does not give up any rights by accepting the license fee or by failing to enforce any terms of the agreement.

49. **NOTICES.** Any notice to the Licensee by the Licensor shall be considered to be delivered if it personally served upon the Licensee or is mailed to the address set forth to the Licensor by the Licensee, or to any other address that Licensee has advised Licensor by notice in accordance herewith. Any notice from the Licensee to the Licensor shall be mailed via Certified mail, with a return receipt required, to the Licensor at the Linden Municipal Airport, 1101 W. Edgar Road, Linden New Jersey 07036, to the attention of the Airport Director.

50. **ENTIRE AGREEMENT.** All promises the Licensor has made are contained in the Linden Municipal Airport Regulations.



51. **BINDING EFFECT.** The Licensors and each of the Licensees are bound to the Linden Municipal Airport Regulations, as they may be amended from time to time and made available to persons and entities wishing to utilize and/or occupy space at the Linden Airport by, at a minimum, posting such regulations in a common area at the Airport as determined by Licensors. All parties that lawfully succeed to their rights and responsibilities are also bound. The Airport Manager and/or the City of Linden's Airport Committee are authorized to interpret and apply the Airport regulations as they may determine is in the best interests and safe operation of the Airport. The Airport Manager is authorized to deviate from these regulations to the extent the Manager may determine is necessary to address any emergency or exigent condition or is in the best interests of and safe operation of the Airport.

52. **LICENSEE'S OBLIGATION TO INFORM OTHERS:** It shall be the obligation of the Licensee to inform their employees, partners, contractors, customers, members, guests, and all other persons permitted by the Licensee to have access to the Licensee's areas or any airside facilities, by the Licensee, of the terms, conditions, and limitations of liability expressed in this agreement, and to obtain their individual consent to be bound thereto, and to further inform them that their use and/or occupancy of the Airport facilities constitutes their de facto agreement to be bound by the Airport regulations and its limitations of liability, as a condition for access to the Airport's airside facilities. Licensee shall not permit access to the Airport airside facilities unless it has obtained the aforementioned consent. In the event Licensee permits any of the aforementioned persons access to the Airport's airside facilities without obtaining said consent, then any and all liability for loss, injury, expense, and damage of any nature whatsoever arising from such access shall be the responsibility of the Licensee, who shall indemnify, defend, and hold harmless the Licensors from any such claims.

53. **VALIDITY OF AGREEMENT.** If a clause or provision of the regulations is legally invalid, such shall be severable and the rest of these regulations remain in effect. Nothing in these regulations is intended to preclude any authorized personnel of Licensors or the City of Linden from taking other action authorized by law.

54. **GOVERNING LAW.** Licenses shall be interpreted and governed in accordance with the laws of the State of New Jersey. Any suit or other action at law shall only be commenced or conducted in the State of New Jersey.

55. **REPRESENTATION BY THE LICENSEE.** If the Licensee is a corporation, LLC, partnership, trust, or other entity organized under the laws of the State of New Jersey, they shall certify to Licensors that Licensee is in good standing in the State of New Jersey. If the Licensee's entity is organized under the laws of another State, Licensee shall disclose to Licensors the name of that State, and certify that the Licensee is in good standing in that State, and Licensee has registered with the State of New Jersey as a foreign entity and is in good standing therein. Licensee certifies that Licensee is empowered and authorized to enter into this License for and on behalf of the entity and the License shall be a legal obligation of the entity, binding thereon according to its terms.

56. **LIENS.** Licensee shall not cause or permit a lien of any nature to be placed against the City of Linden, Licensors, or the Airport property. In the event that Licensee or Licensee's operations cause any lien to be placed against the aforementioned entities, Licensee shall immediately take all steps to satisfy or discharge any liens. In the event the Licensee wishes to dispute any such lien(s), Licensee shall commence an action at law to contest the lien(s) and Licensee shall place into escrow with the Lessor the full amount claimed in the liens. Said funds shall be returned to the Licensee upon satisfaction and discharge of the liens, or may be utilized by the Licensors to satisfy the liens should the Licensee fail to commence any such action at law to contest the lien(s) within ten calendar days.

57. **RUN-UP AND TESTS.** All run-up and testing of aircraft shall be done only in areas designated for such purposes, and shall be conducted away from other aircraft, vehicles, persons, buildings, and structures and any activity or property that may be harmed or damaged by the conduct of any such running-up or other testing of the aircraft. No aircraft engine may be run at the Airport unless a pilot or certified airframe and power plant mechanic qualified to run the engines of that particular type aircraft is at the controls. No aircraft engine will be run-up or started up while under the roofline of a hangar.

58. **EMERGENCIES.** Licensee shall grant Licensors authority to act on behalf of the Licensee to take any and all actions as may be necessary to effect the removal, salvage, or relocation of any of Licensee's aircraft that become involved in an accident or emergency on or near the Airport to the extent necessary to clear Airport runways, taxiways, or other surfaces, or roadways, or the property of others, and restore safe operations to the Airport and the surrounding community, or as directed by any government authorities. Licensee agrees that Licensors shall not be responsible for any damages or additional damages to the aircraft or any personal property as the result of Licensee's efforts to relocate the aircraft. Licensee shall bear all costs incurred for the removal of the aircraft and restoration, or repair of Airport surfaces, infrastructure, facilities, and equipment. Licensee shall not remove or tamper with any aircraft involved in an accident or incident without first obtaining permission of the appropriate regulatory authorities and the Licensors.

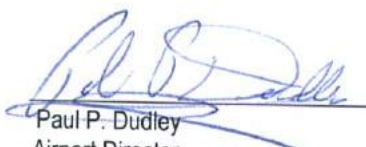
59. **CEASE AND DESIST ORDERS.** Licensors and/or the City of Linden may order any person or entity to cease and desist any activities or conduct in noncompliance with the Airport's, City of Linden's, or other authority having jurisdiction, regulations, policies, procedures and directives. Notice of such order shall be deemed given if served personally upon the person or entity, or if postal mailed or e-mailed to their address of record as they may have provided to the Licensors or the City of Linden. Licensors and/or the City of Linden may deny access to or order any person removed from the Airport who knowingly fails to comply with a cease and desist order. All cease and desist orders are effective immediately. Upon the issuance of a cease and desist order the person or entity may submit, within ten days of receipt of such order, a written request for reconsideration to the issuing entity. Such request must be sent in writing by certified mail and must specify all reasons why the order should be modified or reversed. The determination of the Licensors and/or the City of Linden as applicable is final. Violators of cease and desist orders will be considered trespassers and removed from airport property.

60. **ACCIDENTS.** The pilot or operator of any aircraft, or any individual involved in any accident or incident of any nature on the Airport shall, in addition to all other reports required by other agencies, shall within 48 hours provide a complete report concerning said accident or incident to the Licensors.

61. **HOLD HARMLESS.** Aircraft owners, pilots, agents or their duly authorized representatives, and all persons present or otherwise utilizing the Airport will release and discharge Licensors and the City of Linden, their officers, employees, and officials of and from liability for damage which may be suffered by any aircraft and its equipment, and for personal injury or death.



Approved:

  
Hon. Alfred Mohammed, Councilman  
Chairman, Airport Committee  
Hon. Barry E. Javick, Councilman  
Member, Airport Committee  
Hon. Ralph Strano, Councilman  
Member, Airport Committee  
Daniel Antonelli, Esq.  
City Attorney  
Paul P. Dudley  
Airport Director