

# **SPECIALIZED AVIATION SERVICE OPERATIONS (SASO)**

**June 1, 2015**

*Concept – A SASO provides a limited (usually single service) commercial aviation related service not currently available to the public at KIZG.*

This Specialized Aviation Service Operations Agreement (Hereinafter called “SASO”) is made between the Eastern Slope Airport Authority (Hereinafter called Authority), a municipal authority, located in Fryeburg Maine and \_\_\_\_\_ (sole proprietor, partnership or corporation) located in \_\_\_\_\_, (mailing address) to provide

the following services at the Eastern Slope Airport (KIZG or the Airport) located in Fryeburg Maine. \_\_\_Airframe and power plant repair/maintenance\_\_\_(Define services to be provide under this agreement above. I.e. Aircraft airframe and power plant repair/maintenance, flight training, aircraft charter, aircraft rental, aircraft sales, avionic sales/service, instrument or propeller service, crop dusting, banner towing, scenic flights, aerial photography or any other single service aviation activity determined by the Authority to be in the best interest of the airport and the flying public.)

Whereas, the Authority leases (from the Town of Fryeburg), controls and operates the Airport for the use and benefit of the public; and

Whereas, the SASO wishes to operate and provide an aviation related service defined above; and

Whereas, the Authority acting through its officers as authority by its By-laws, is willing to approve such operations under the terms and conditions herein;

Now therefore, in consideration of the mutual conditions and covenants contained herein, the parties agree for themselves, successors, legal representative and assigns as follows:

## **Article I – Term of Agreement**

The Authority hereby agrees to the operation desired by the SASO for a period of one (1) year beginning June 1, 2015 subject to the terms and conditions contained herein. At the expiration of this agreement, the SASO and the Authority may enter into a new agreement if mutually satisfactory terms are negotiated.

## **Article II – Leased Premises Rights Granted**

The Authority grants to the SASO subject to the terms and conditions of this agreement the following rights;

1. The right to use personal equipment or property of any nature incident to the providing of services defined above.
2. The right to use the Airport, roads, driveways, ramps taxiways, private hangars and other airport facilities to the extent necessary to provide the services defined above.

## **Article III – Rents and Payments**

1. SASO Fee – The SASO agrees to pay the Authority a lump sum fee of \$ 1.00 per year payable to the Authority in advance on the first day of June of each year for the balance of the term of this Agreement.

2. Hangar Rent Fee – The SASO may rent the Authorities maintenance hangar for a daily fee of \$ 50, which includes utilities such as lights, electricity and heat. The SASO may alternatively negotiate a monthly hangar rental with the Authority to be used on a month-by-month basis.
3. Terminal Office Fee – The SASO may rent office/classroom space in the terminal building for a daily fee of \$ 25, which includes utilities such as lights, electricity and heat. The SASO may alternatively negotiate a monthly office rent with the Authority to be used on a month-by-month basis.

#### **Article IV – SASO Obligations**

During the term of this agreement the SASO shall be bound by the obligations set forth herein, which are the essence of this Agreement. The SASO hereby agrees that they will fully meet and comply with their obligations, including the following:

1. The SASO agrees to provide for itself any utility deemed by the SASO to be required to conduct their SASO operation as defined above and to assume all expenses incurred for same. This does not include the utilities provided in rent for any facility stated above.
2. The SASO agrees to dispose of all waste that is generated by the SASO, including but not limited to “hazardous waste” as define by Federal, state or local law in accordance with all applicable regulations.
3. The SASO agrees (if defined as a service above) to provide aircraft maintenance services for customers seeking the services on an on call basis at reasonable operating hours on a seven day a week basis.
4. The SASO agrees that it shall remove all tools and equipment at the conclusion of its operation and not store tools, equipment or material on airport property or in hangars.
5. The SASO agrees that it has all state and Federal permits, FAA certifications and licenses necessary to provide the services stated above.

#### **Article V – Insurance Required**

1. The SASO shall obtain sufficient insurance to legally conduct its operations and shall defend, indemnify and hold harmless the AUTHORITY and Eastern Slope Airport and their officer, agents and employees from and against any and all claims, demands, suit and judgments except to the extent that such claims, demands, suits and judgments may be attributed to negligent acts or omissions of the AUTHORITY or Eastern Slope Airport or their officers, agents or employees. The AUTHORITY shall in no way be liable for any damage resulting from any acts or negligence on the part of the SASO and the shall in no way be liable for any damages resulting from any negligent acts on the part of AUTHORITY.
2. Neither the AUTHORITY, nor the SASO shall be liable to the other or any person claiming through the other by right of subrogation or otherwise for any damage either to the premises (including Airport Facilities) from fire or any casualty usually included in so-called standard “existing coverage” endorsements as contained in fire insurance policies issued in the State of Maine, whether or not such damage was caused by the negligence of the SASO or the AUTHORITY, their respective agents, officers and employees or others except to the extent any such waiver of subrogation may be prohibited by any party’s own insurance or would serve to invalidate any party’s insurance.
3. The SASO shall obtain and maintain continuously in effect at all times during the term of this Agreement at the SASO’s sole expense, general liability insurance with any insurance carrier licensed to do business in the State of Maine. The SASO shall include AUTHORITY, its agents, officers and employees as additional named insured on all SASO’s insurance policies and coverage required by this Article in an amount not less than \$500,000 or such larger amount as may reflect an increase in the maximum exposure of the AUTHORITY its agents, officers and employees under the Maine Tort Claims Act, as amended from time to tome.
4. The SASO shall furnish to the AUTHORITY certificates of insurance as evidence that the required coverage is in effect at least 30 days prior to the operations of the SASO. Such

certificates shall provide that the AUTHORITY be given 30 days notice, in writing prior to any modification or termination of said coverage.

#### **Article VI – General Terms and Conditions**

1. The AUTHORITY will designate an individual who will act as the Authority's representative who will be responsible for the operations of the Airport and the SASO shall comply with the designated individual's reasonable requirements, except to the extent inconsistent with the SASO's right under this agreement. The SASO agrees that the AUTHORITY designee has the right to inspect all of the SASO's equipment and facilities during normal business hours, with prior notice, to insure that all facilities and operations are in compliance with the terms of this agreement.
2. The AUTHORITY shall during the time of war or national emergency, have the right to lease the landing area of the Airport, or any part thereof, to the United States for used by the Armed Forces and the provisions of this agreement, insofar as they are inconsistent with the provisions of any lease to the United States, shall be suspended.
3. This agreement shall be subordinate to the provisions of any existing or future agreement between the AUTHORITY and the United States and its government agencies relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
4. If, during the term of this agreement the SASO shall default in the payment of rent or any other fees or in the performance of the covenants or conditions within 30 days of written notice from the AUTHORITY specifying the default, the AUTHORITY shall have the right to terminate this Agreement.
5. If the AUTHORITY files any action to enforce this agreement, the SASO agrees to pay AUTHORITY reasonable attorney's fees for the services of the AUTHORITY's attorney if the Authority prevails.
6. The AUTHORITY reserves the right to make any such improvements as it deems necessary to the Airport as it sees fit, regardless of the desires of the SASO and without the hindrance or interference thereof.
7. The SASO shall not at any time assign, sublease, sell, convey or transfer this Agreement or any interest therein.
8. The SASO shall notify the AUTHORITY or its designee of any hazard or damage to the aircraft ramps, taxiway or runway immediately upon becoming aware of such hazard or damage, provided that nothing in this agreement shall imply or create any Authority liability for failure to maintain such facilities and the SASO expressly waives any claims which might arise in the future in this regard.
9. In the event the operation of the Eastern Slope Airport is discontinued, this Agreement shall be void.
10. The Authority reserves the right to enter into an agreement with other SASOs or an FBO who offers similar services to those offered by the SASO in this agreement.

#### **Article VII – Discrimination Prohibited**

The SASO agrees that in the use and operation, and in the provisions of services in connection with this Agreement, it will not discriminate on the grounds of race, color, religion, national origin, sex, age, veteran status or status in any other protected groups, or permit to be discriminated against any person or group of persons in any manner prohibited by Federal, state or local law, including but not limited too, Federal Aviation Administration (FAA) rules and regulations. The SASO agrees to comply with any enforcement procedures that the FAA might demand the AUTHORITY take in order to comply with Federal law. The SASO further understands that this Agreement is not exclusive within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as may be amended from time to time.

In witness whereof, the parties have hereunto set their hands the day and date first written above.

SASO

Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

Eastern Slope Airport Authority

Witness

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name