

License - Aircraft Parking

Cooking Lake Airport

Licensor:	The Owners Condominium Plan 9721458 (The Association) Box 500, 51401 RR221 Sherwood Park, AB T8E 1H1		
Licensee:	Legal Name:		
	Mailing Address:		
	Phone Number:		
	Email:		
Description of Licensed Premises:			
One aircraft parking position to accommodate aircraft C- _____			
Location is stall _____ at Cooking Lake Airport			
Check one below:			
<input type="checkbox"/> Serviced stall includes electricity and winter taxiway clearing			
<input type="checkbox"/> Unserviced stall – taxiway mowing in summer, no electricity, no winter taxiway maintenance			
Rent:			
Serviced stall - \$1,620/yr plus GST = \$1,701			
Un-serviced stall - \$900/yr plus GST = \$945			
This license is due and payable on commencement (prorated through to December 31) and on the first (1 st) day of January each year.			
Term:			
12 months commencing January 1, 20 ____			
... or if term starts mid year			
_____ months commencing the 1 st day of _____, 20 ____ and ending December 31, 20 ____			
In agreement thereof, the parties have signed:			
Licensee:	_____	Licensor:	_____
Date:	_____	Date:	_____

Aircraft Parking License – Terms and Conditions

1. Form

This document and any attachments mentioned as forming part of this License constitute the entire License between both parties when duly executed by authorized officers of both parties. Except as provided herein no variation thereof shall be effective without the written consent of both parties. No local, general, or trade customs shall be deemed to vary the terms and conditions thereof.

2. Payment of rent

The Licensee shall pay all rent and amounts herein at the time and in the manner in this license set forth, without any abatement or deduction whatsoever. In consideration of the promises made by the Licensee, the Owners Condominium Plan 9721458 (the Association) hereby licenses to the Licensee one aircraft tie-down spot.

3. Rent Review

The Association reserves the right to annually modify the rent herein.

4. Reassignment of parking stalls

The Association reserves the right to reassign parking stalls at their sole discretion.

5. Payment of Interest

If any rent or amounts herein are not paid by the date set for payment, the Licensee shall pay interest on the unpaid rent or amounts at a rate to be determined by the Association from time to time, which until further notice is 18.0 per cent per annum from the date the rent or amounts are due and payable until fully paid.

6. Payment of Taxes

The Licensee shall pay any business tax, value added tax, multi-stage tax, goods and services tax or any other tax lawfully imposed on any rent or amounts receivable by the Association hereunder by any government or other taxing authority having jurisdiction, whether known as business transfer tax, value added tax, goods and service tax, or by any other name.

7. Assignment

The Licensee shall not assign or transfer this License in whole or in part without the prior written consent of the Association. The obligations of the Licensee hereunder shall survive such assignment or transfer on a joint or several basis with the assignee or transferee.

8. Compliance with Regulations and Directives

The Licensee shall in all respects abide by and comply with all applicable rules, regulations, bylaws, policies and directives of the Association and the Federal, Provincial and Municipal governments or any governing body whatsoever. Without restricting the generality of the forgoing, the Licensee shall abide by and comply with all Association directives applicable to advertising, printed matter, fire, safety, security and operation of the Airport.

9. Rules

This License is subject to the rules and regulations (“Rules”) promulgated by the Licensor and the Licensee agrees to comply with the Rules at all times. The Rules in effect as of the date of this Agreement are attached hereto as “Schedule A”. The Licensor has the right to unilaterally change the rules at any time.

10. Policies

While under the effect of this License at the Cooking Lake Airport, the Licensee agrees to strictly comply with all airport policies which pertain to the Cooking Lake Airport.

11. Environmental Protection

Without limiting the generality of any other term herein, the Licensee shall at its own cost comply with all applicable federal, provincial, or municipal statutes, regulations, and bylaws, and with all Cooking Lake Airport policies, standards, guidelines, and directives, relating to environmental matters and the protection of the environment generally, including the manufacturing, treatment, sale, handling, use, storage, disposal, transportation or method of application of any substance or thing which may be adverse to the environment. If the Association, acting reasonably and responsibly believes that there has been a failure to comply by the Licensee and if the Association requests, the Licensee shall, at the Licensee's cost, provide a certificate from a qualified and independent consultant approved by the Association, verifying such compliance.

The Licensee shall immediately give notice to the Association of any occurrence on Airport lands that is or may be adverse to the environment, and if the Licensee is responsible for all or part of such occurrence, the Licensee shall immediately and at its own costs, remedy any environmental damage to Airport lands or adjacent land, air, water, to the standard required by any governmental authority or the Association, whichever standard is stricter.

Without limitation, the Association and its employees and agents, shall at all times have full and free access to the Licensed Premises for the purpose of determining the existence of any substance or activity which causes or contributes to an adverse environmental condition and for the purpose of carrying out any environmental testing, clean-up, site assessment, delineation or remediation of the Licensed premises. The Licensee shall be liable for all costs incurred by the Association, acting reasonably, in carrying out any such environmental testing, clean-up, site assessment, delineation or remediation of the Licensed premises as a result of anything the Licensee may have done or neglected to do.

If the Association, acting reasonably, believes there has been a change in the environmental condition of the Licensed premises during the Term of this License and if the Association requests, the Licensee shall, at the Licensees' cost, provide an environmental assessment of the Licensed Premises, in a form and prepared by a person acceptable to the Association.

12. Access

The officers, servants, and agents of the Association shall at all times and for all purposes, have full and free access to the areas used by the Licensee pursuant to this License.

13. Insurance

The Licensee agrees to maintain in effect "Comprehensive Aircraft Liability" insurance covering its operations and activities throughout the term of this License and covering third party bodily injury, including passengers, and property damage legal liability in an amount not less than CAD\$1,000,000 combined single limit, each aircraft, each occurrence. This insurance will include a standard cross liability clause and contractual liability extension recognizing this agreement. The Licensee's insurance shall also contain a waiver of subrogation against the Association, its respective directors, officers, employees, agents and representatives. The Licensee shall provide The Licensor with proof of insurance meeting or exceeding all of the requirements of this Section within fourteen (14) days of the "Commencement Date" set out on the front signature page.

14. Joint and Several Liability

If the owner and the authorized user of the aircraft are not the same person, the owner and the authorized user agree that the obligations and liabilities hereunder shall be joint and several.

15. Risks

All property of the Licensee or its employees, invitees, agents, and customers, at anytime brought onto the Airport shall be entirely at the risk of the Licensee.

16. Reasonable Use

The Licensee shall not during the currency of this License, do, suffer, or permit to be done any act which may impair or damage the Licensed premises beyond the damage occasioned by reasonable use, and shall at the Licensee's own cost, repair to the entire satisfaction of the Association, all damage to the Licensed premises which

may have been caused in situations other than by reasonable use thereof, the Association being sole judge in the meaning and application of the words "reasonable use" in this clause.

17. Indemnification

The Licensee hereby indemnifies and holds the Association and its directors, officers, employees and agents harmless from and against any claims, whatsoever, for any loss, damages, or costs, whatsoever, and any breaches of any terms of this License whatsoever, and for all costs and expenses (including on a solicitor and his own client basis) incurred by the Association advancing any claim against the Licensee for any breach of this License or in defending such claim, advanced by any person or entity, which is caused, results, or arises from or is contributed to by the Licensee, its employees, invitees, agents or customers, except with respect to any claim to the extent such claim is caused by or results from the sole negligence or wilful misconduct of the Association.

18. Damage

Any damage or injury which may, during the existence of this License be occasioned to the Airport or any part thereof, or works connected therewith, by the Licensee, its employees, invitees, agents, clients or customers or the activities of the aforementioned, shall, immediately upon notice thereof from the Licensor given either verbally or in writing be repaired, rebuilt, replaced and restored by the Licensee at the Licensee's own cost to the entire satisfaction of the Licensor, or the Licensor may, at its option, repair such damage or injury, in which case the Licensee shall upon demand forthwith repay and reimburse the Licensor for all costs and expenses connected therewith or incidental thereto.

19. Termination of License

This License may be terminated at any time by any party giving thirty (30) clear days written notice in writing to the other party, with the effective date of such termination being the last day of the month following the month in which the other party received the notice. Any notice delivered to the other party shall be deemed received by the other party on the date of delivery. Any notice sent by registered mail to the other party's last known address shall be deemed received by the other party five (5) clear days following mailing. Upon termination, at the Association's option, the Licensee shall at the Licensee's own cost either restore the Licensed Premises to the condition the Licensed Premises were in at the Commencement Date of the License or surrender all Leasehold improvements together with the Licensee's property left in the Licensed Premises and such surrendered property shall become the property of the Association. Provided further that the Association may at its option remove at the risk of and at the cost of the Licensee, any goods, chattels, Leasehold improvements or trade fixtures from the Licensed Premises and the Licensee shall forthwith reimburse the Association for all costs and expenses connected therewith or incidental thereto.

20. Re-entry

Upon any default by the Licensee hereunder, the Association may, in addition to any of its other remedies, at the risk and the cost of the Licensee immediately re-enter the Licensed Premises and take possession of the Licensed premises and the Licensee's property and may either terminate the License or re-let the Licensed Premises as agent for the Licensee on such terms and conditions as the Association in its sole discretion considers advisable. Such re-letting except as to rent received, shall not terminate the obligations of the Licensee under this License.

21. Approval of Alteration and Utility Services

The Licensee shall not make any alterations to the Licensed Premises or facilities connected therewith or add or change any utility service until plans showing the design and nature of the proposed alterations to the Licensed Premises or facilities connected with the Licensed Premises connected therewith or said utilities have been approved in writing by the Association and all such alterations to the Licensed Premises or facilities connected therewith or utility services shall be made in accordance with the plans and thereafter maintained by and at the cost of the Licensee to the satisfaction of the Association.

22. Street Vehicle Access and Parking

Street vehicles shall be parked in designated parking areas only. This License does not provide street vehicle access to the Licensed Premises or street vehicle parking in the Licensed Premises. Operation of street vehicles on

any airside pavement (including taxiways, aprons, runways) or grass taxiways is strictly prohibited. Unauthorized operation of street vehicles by the Licensee, its employees, invitees, agents or customers, on airside lands may result in fines up to \$5,000, per occurrence, at the sole discretion of the Association. The Licensee shall at the Licensee's own cost, repair to the entire satisfaction of the Association, all damage caused by unauthorized street vehicle operation on grass and paved taxiways.

23. **Cleaning and Maintenance**

The Licensee will be responsible for keeping the area clean and free of debris and in accordance with the Association's policy on Foreign Object Damage.

24. **Liability**

The Licensor shall not be liable for any loss, detriment, damage, accident or injury of any nature whatsoever or however caused to any person or property including, without limitation, any structure, aircraft, equipment, materials, supplies, vehicles or fixtures and articles erected, brought, placed, made or being on or about the land or in the buildings on the Airport, unless such loss, damage or injury is due to the sole negligence of the Licensor or its employees while acting within the scope of their employment.

25. **Severability**

Should any part of this Agreement be rendered or declared invalid by a Court of Law, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Schedule A – Rules

- A. Aircraft must be parked in their assigned locations.
- B. Aircraft must be tied down securely at all times.
- C. Licensees may use the installed anchor cables or other approved ground anchor system to secure their aircraft. Above ground weights such as concrete blocks/concrete filled pails are not adequate for anchoring aircraft and are not permitted.
- D. Tie-down ropes and anchors must not extend more than 1 metre laterally from the aircraft to avoid being accidentally snagged by snow clearing and grass mowing equipment, or other aircraft.
- E. Form-fitting aircraft canopy, wing and elevator covers, if used, must be properly secured to the aircraft at all times. Damaged covers must be immediately repaired or removed so that they do not present a risk to adjacent aircraft.
- F. Temporary shelters or tarps are not permitted.
- G. Operation of street vehicles on any airside lands (including taxiways, aprons, runways) or grass taxiways is strictly prohibited. Unauthorized operation of street vehicles may result in fines up to \$5,000, per occurrence.
- H. Tie down stalls must be kept clean and uncluttered to reduce the risk of foreign object damage (FOD) to aircraft. Trash and other loose objects are not permitted to be stored on site.
- I. Concrete patio blocks may be used as wheel pads but plywood pads are not permitted because they can be picked up by strong winds and thrown against adjacent aircraft.
- J. Dumping of oil or gasoline samples is not permitted. Fuels sampling should be done using a GATS jar (or equivalent) so that sampled fuel can be returned to the aircraft fuel tanks instead of dumped on the ground.