

TIEDOWN PERMIT: TERMS AND CONDITIONS

1. DEFINITIONS

East Ramp: General aviation aircraft operations area at FAI which includes aircraft movement areas, Tiedown Spaces, and east side aviation tenant leaseholds.

Float Pond Space: A Tiedown Space that includes shoreline of a water body at the Airport managed for seaplane use and that the Airport has designated primarily for float-equipped aircraft.

Fuel Storage Tank: A container designed and constructed that meets all applicable codes for storing fuel and for dispensing to aircraft. Fuel Storage Tank does not include a Mobile Fuel Tank.

Mobile Fuel Tank: A truck or trailer with a mounted container, 250 gallons or less, designed or used for holding, transporting, or dispensing fuel for aircraft and meeting all applicable codes.

North General Aviation Gravel Space: A Tiedown Space primarily for wheel or ski-equipped aircraft within the area the Airport has also been designated for installation of Fuel Storage tanks or setting up of Mobile Fuel tanks and storage sheds.

Tiedown Space: A designated parking area for light aircraft.

2. **PERMITTED USE OF TIEDOWN SPACE:** The Permittee accepts the Tiedown Space on an "as is" basis and shall keep the Tiedown Space in a safe, clean, neat, and presentable condition. Subject to the requirements and limitations in this permit and 17 AAC 42.600-699, the permittee may use the Tiedown Space only to:

- A. Park an airworthy aircraft that is listed on this permit.
- B. Park a second airworthy aircraft, land side, if the space is a Float Pond Space and the permittee owns or leases the aircraft, lists the aircraft on the permit, and pays any applicable fee.
- C. Perform maintenance and repair on an aircraft listed on this permit.
- D. Temporarily park up to two (2) vehicles - only while aircraft is being flown or while the permittee is otherwise present at the Tiedown Space
- E. Float Pond Only: Store a permittee-owned Mobile Fuel Tank, and store one set of floats for listed aircraft. The permittee may be permitted to set up a storage shed, Fuel Storage Tank, and a dock – additional airport building permit and review required.
- F. North General Aviation Gravel Space Only: Store a permittee-owned Mobile Fuel Tank. The permittee may be permitted to set up a storage shed and install a Fuel Storage tank – additional airport building permit and review required.
- G. Commercial Permittee Only: Park aircraft of a customer of the permittee and the permittee notifies and obtains the Airport's prior approval.

3. ACCESS

A. **Access:** The East Ramp is restricted to only those authorized by the Airport. Permittees are authorized access to the Tiedown Space and/or Float Pond as listed in this permit. Each permittee is required to know and follow the rules and regulations for the operation of a motor vehicle at the airport. Private vehicles, pedestrians, bicycles, etc. are not allowed on any controlled surface. Only vehicle roads and lanes are to be used for access.

B. **Visitors and Guests:** Visitors and guests shall be escorted to and from the permittee's Tie Down and/or Float Pond space. Permittee is responsible for these escorts. Failure to provide escorts may cause revocation of this permit.

C. **Badges and Controlled Access:** The Airport reserves the right to require a permittee and anyone the permittee requests to have unescorted access to obtain an Airport ID badge. Cost is not included in this permit fee. The Airport at any time may restrict open access to only those having such Airport ID and/or who are escorted.

4. **FEES:** The permittee shall pay the fee established for this permit as shown in the applicable fee schedule. The fee is payable **in advance**, semiannually, without notice or demand, on or before **June 30, and December 31, each year**. All payments must be made in U. S. dollars in the form of cash, check, credit card, or postal money order made payable to the State of Alaska and delivered to the Fairbanks International Airport at the address above. Failure to pay fees when due may result in cancellation of this permit and/or an additional late fee. Fees are subject to revision in accordance with 17 AAC 42.125 and the public notice requirements of 17 AAC 42.400.

5. **TERM:** This permit will expire on March 31, 2015. The permittee and/or the Airport has the right to cancel this permit at any time as stated in Section 17. If the permittee wishes to retain use of the same Tiedown Space after the expiration of this permit, the permittee shall, during the 180-day period before this permit expires, apply for a subsequent permit, along with the applicable permit fees.

6. **CURRENT ADDRESS:** The permittee shall maintain a current mailing address on file with the Airport at all times. The Airport will mail or deliver any notice regarding this permit to the address most recent on file.

7. **ADDING A PERSON TO THE PERMIT:** The permittee may add another person named to this permit if the person is a part owner of the aircraft listed on the permit.

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8. **NO ASSIGNMENT:** Permittee cannot transfer this permit or allow a person to park an aircraft/vehicle not listed on this permit in the Tiedown Space.
9. **INSPECTIONS:** The Airport will conduct periodic inspections to monitor compliance with the requirements of this permit and 17 AAC 42.600 – 699. If the permittee is not in compliance, the Airport may request corrective action of the permittee. Failure to comply may result in revocation of this permit.
10. **SNOW REMOVAL:** Snow removal is the sole responsibility of the permittee and must be performed in accordance with the Airport Operational Orders. The Airport is not obligated to perform snow and ice removal in the Tiedown Space. The permittee is responsible to flag or mark all personal property set on the Tiedown Space in the winter at a height visible to snow removal equipment operators.
11. **AIRCRAFT OPERATION AND PARKING:** The permittee keeps or brings an aircraft onto the Airport at the permittee's own risk with respect to security, maintenance, and operation of the aircraft. The permittee shall operate an aircraft so as to minimize engine, propeller, or rotor wash on an aircraft, person, or property. The permittee shall park an aircraft and vehicle on the Tiedown Space in such manner as to avoid any interference with or obstruction of roads and taxiways and other Tiedown Spaces. The permittee may use only screw-in, duckbill, or cable tiedown equipment or another method that the Airport specifically approves to anchor an aircraft on the Tiedown Space.
12. **LAWFUL ACTIVITY:** The permittee shall conduct all activities authorized by this permit in compliance with all federal, state, and local laws, ordinances, rules, and regulations now or hereafter in force. The permittee shall obtain and hold all necessary licenses and permits applicable to public statutes or ordinances.
13. **AIRCRAFT AND VEHICLE IMPOUNDMENT:** An aircraft or vehicle that is parked in violation of this permit or any applicable provision of 17 AAC Chapter 42 is subject to impoundment by the Airport under 17 AAC 42.115.
14. **FUEL-STORAGE TANKS, SHEDS, AND OTHER PERSONAL PROPERTY:** Permittee must obtain an Airport Building Permit before setting any improvements on a Tiedown Space. This includes a fuel storage tank, a shed, a dock, and making landscaping and/or changes to the shoreline. There are specific Airport requirements and/or restrictions for such improvements. The permittee may keep a storage box on the Tiedown Space if the box does not interfere with operations on a public road or taxiway or another Tiedown Space or premises.
15. **FUEL SAFETY & SPILLS:** If the permittee conducts self-fueling operations, fueling equipment and operations must comply with all applicable State Fire Codes and Aircraft Fueling Standards. Permittees must have fire protection and spill prevention response capability readily accessible to the site where fuel is dispensed or stored. If the permittee releases a hazardous substance on the Airport, the permittee shall immediately contain and clean up the release, using methods that ensure contamination does not enter or spread on or in Airport land or water or in an Airport storm water drainage system. The permittee shall immediately report the release to the Airport.
16. **INDEMNIFICATION:** The permittee shall indemnify, hold harmless, and defend the State, its agents, and employees against a loss or obligation arising directly or indirectly from the permittee's use or occupancy of the Tiedown Space, exercise of the privileges granted in this permit, or operations and activity on the Airport.
17. **CANCELLATION OF PERMIT:** The permittee may cancel this permit for any reason upon written notice to the Airport. The Airport may cancel this permit if the permittee fails to comply with the requirements of this permit and/or 17 AAC 42.600 – 699 or other applicable provisions of 17 AAC Chapter 42. Upon cancellation of this permit and the Tiedown Space is vacated, the Airport shall refund the permit fee on a pro rata basis except to the extent of any liability the permittee has to the Airport.
18. **PROTEST:** An applicant or permittee has the right to protest an Airport decision to deny an application or to cancel, reassign, or suspend a permit under 17 AAC 42.910.
19. **VACATING A TIEDOWN SPACE:** At the expiration or cancellation of this permit the permittee shall vacate the Tiedown Space at the expense of the permittee by removing all aircraft, vehicles, shed, fuel tank, dock and restore the vacated Tiedown Space to a clean, neat, and presentable condition to the satisfaction of the Airport.