

(Company name)

**AND CHARLOTTE COUNTY AIRPORT AUTHORITY
AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2022, between the **CHARLOTTE COUNTY AIRPORT AUTHORITY**, a special district of the State of Florida, at 28000 A-1 Airport Road, Punta Gorda, Florida, 33982, ("Authority"), and the **(Company Name)**_____, ("Provider") Federal Identification No._____, whose business address is;_____and whose telephone number is (____ - - _____) ("Provider").

WHEREAS, Authority operates Punta Gorda Airport ("Airport") in Punta Gorda, Florida and;

WHEREAS, Provider will be (performing what type of activity and date)_____, on the Punta Gorda Airport and;

WHEREAS, Provider operates the featured aircraft described below and is willing to exhibit the aircraft at the Airport as part of the (activity) under the terms of this Agreement and for the consideration as described below; and

WHEREAS, the parties do not intend to create an independent contractor relationship or employer/employee relationship, and mutually acknowledge and agree that Provider is not an agent or employee of the Authority for any purpose; and, further, that Provider is not entitled to receive any benefits that the Authority provides for its employees.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement and other valuable consideration, Provider agrees to perform the services under the terms and conditions set forth below:

SECTION 1 - RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein in their entirety.

SECTION 2 - SCOPE OF ACTIVITY

Provider activity shall involve the following aircraft, if any (the "Aircraft") for display and ground tours, if any, at the Airport for the (activity)_____

held on (dates)_____

Aircraft and tail #s:_____

The Aircraft will be on display and ground tours (except when providing flight experiences) the following dates and times:

Additional Services and Prices:

- Tour prices will be \$ _____
- Flights / rides will be \$ _____
- Additional services / prices _____
- _____

Provider agrees that all activities provided under this Agreement shall be performed according to the normal and customary standards of firms providing (activity) for flying or static display, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services.

SECTION 3 - TERM OF THE AGREEMENT

The term of this Agreement commences on (start date)_____ and ends on (end date)_____. However, the Authority retains the absolute discretion to terminate this agreement at any time, with or without cause, at the Authority's sole and absolute discretion. Waiver of Damages: The Provider hereby waives and release the Authority of any and all damages of any type kind or nature arising out of termination of this agreement.

SECTION 4 - PROVIDER'S RESPONSIBILITIES

Provider, at its expense, shall:

4.1 Furnish any and all materials associated with performance of the activity described herein.

4.2 Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Charlotte County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the contract services provided by Provider under this Agreement.

4.3 Airfield Access Control

Before performing any activity under this Agreement, the Provider shall obtain and maintain during the term of this Agreement, airport issued ID media, or an airport approved alternative means of airfield access that complies with the Airport Security Program (ASP). The Provider shall obtain airfield driving certifications for all personnel who will drive ground vehicles of any type within the airfield perimeter fence.

The provider shall limit access to their designated area of operations and agrees to indemnify the Airport for any civil penalty for violations of 49 CFR

1542.

Airport ID media applications and airfield driving certifications can be obtained by contacting the airport credentialing office (941-639-1101 ext. 114, badging@flypgd.com).

- 4.4** Authority has the absolute right to mandate all manner of use of the premises. The Provider shall comply with all mandate use requirements and acknowledges and agrees that failure to abide by the directives of Authority shall result in immediate termination of this Agreement.

SECTION 5 - INSURANCE

Before performing any activity under this Agreement, the Provider shall obtain and maintain during the entire term of this Agreement the following insurance coverages, either under existing policies or by project specific policies, with deductible limits acceptable to Authority.

All policies of insurance shall be primary and non-contributory. All policies must include a waiver of subrogation in favor of the Authority. Provider shall agree to endorse the Authority as an Additional Insured on the Aviation Liability and any Auto Liability Insurance.

The certificate holder address shall read:

Charlotte County Airport Authority
Attention: Risk Manager
28000 A-1 Airport Road, Punta Gorda,
Florida 33982

5.1 AVIATION LIABILITY INSURANCE

Bodily Injury & Property Damage Combined Single Limit.

\$5,000,000

The Provider's insurance will be primary and non-contributory and include a waiver

of subrogation, in favor of the Authority.

5.2 AUTO LIABILITY INSURANCE

If Provider operates a motor vehicle with airside access, Provider will furnish insurance with the following limits:

Bodily Injury & Property Damage \$1,000,000 Combined Single Limit.

The Policy must include contractual liability and cover liability arising out of any auto (including owned, hired, and non-owned autos). The Provider's insurance will be primary and non-contributory and include a waiver of subrogation, in favor of the Authority.

5.3 PROVIDER REQUIRED TO FILE CERTIFICATE OF INSURANCE

- (a) Within five (5) days of the date of this Agreement, Provider shall submit to the Authority a properly executed Certificate of Insurance. Failure of the Provider to submit such certificate of insurance shall be considered cause for the Authority to find the Provider in default and terminate this Agreement.

SECTION 6 - INDEMNIFICATION

Provider shall indemnify and hold harmless Authority, and their respective agents and employees, from and against all claims, damages, losses and expenses arising out of or resulting from the performance of Provider's services hereunder and whether or not any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission or willful act of Provider, or any one for whose acts it may be liable.

Subject to the limitations set out in Section 768.28 Florida Statutes, and without waiving its Sovereign Immunity under Florida law, Authority shall be liable only for money damages in tort for any injuries or losses of property, personal injury, or death caused by

the negligent or wrongful act or omission of any official or employee of the Authority while acting within the scope of the official's or employee's office or employment and under circumstances under which a private person would be held liable in accord with the general laws of the State of Florida.

SECTION 7 - APPLICABLE LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Jurisdiction and venue for all actions arising out of this agreement shall be exclusively in the Florida State court in and for Charlotte County Florida.

SECTION 9 - ENTIRETY OF AGREEMENT

This Agreement contains the entire understanding of the parties. There are no further agreements, written or oral, between the parties relating this subject. This agreement shall only be modified in writing with signature by both parties.

SECTION 10 - AUTHORITY'S REPRESENTATIVE

The Authority's representative for administration of this Contract is: _____
_____.

The Provider's representative for administration of this Contract is (name) of the (Company). _____.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this day of _____, 2022.

(Company Name)

Witness

By: _____

Printed Name: _____

Witness

Title: _____

**CHARLOTTE COUNTY AIRPORT
AUTHORITY**

Witness

By: _____

Chief Operating Officer

**Approved as to Form for the Reliance of
Charlotte County Airport Authority Only:**

By: _____

Authority Attorney