

**FIXED BASE OPERATOR AGREEMENT
CLINTON REGIONAL AIRPORT
CLINTON, OKLAHOMA**

This agreement is entered into this _____ day of June, 2009 between the Clinton Airport Authority (hereinafter referred to as “the Authority”) and Ms. Tracy Yoder, who will act as the Fixed Base Operator/Airport Manager (hereinafter referred to as “FBO”). It is the intent of this whole agreement that FBO/Airport Manager be recognized as the Airport Manager acting on behalf of the City of Clinton and the Clinton Airport Authority for administrative requirement and for maintaining and operating the Airport in accordance with FAA regulations.

Whereas, the Authority owns and operates the Clinton Regional Airport and its related facilities, and desires to maintain and operate said airport in the best interest of the City of Clinton and the aviation users of the airport, and

Whereas, Ms. Tracy Yoder has demonstrated that she can provide the required FBO functions and other services for the Clinton Regional Airport, and

Whereas, under the terms of this agreement the FBO will:

- Keep the airport, including the terminal building, open and staffed seven days a week, with the minimum hours being 8 a.m. to 5 p.m. Exceptions are Thanksgiving, Christmas, and Easter Sunday.
- Maintain 24-hour fuel availability
- Maintain the terminal in a clean and orderly manner, insuring that the restrooms and other public spaces are clean and available during all hours of operation. In keeping with the no smoking policy of the City, enforce the City’s no smoking ordinance in the main terminal building.
- Answer all incoming calls from both the radio and telephone system during all hours of operation.
- Perform routine maintenance on the terminal building to include cleaning, replacing of light bulbs, and all other routine maintenance items. Maintain and install wind socks as needed. Install and maintain all runway lights and colored globes. Replace lights on the tetrahedron as needed.
- Meet and greet all incoming traffic, whether land or air, welcoming them to the airport and offer routine and customary service, to include but not be limited to tied down assistance, fuel, directions, and any other assistance that might be needed.

- Offer Courtesy Car on behalf of the Clinton Airport Authority.
- Be allowed to operate a travel or aircraft related business out of available office space and classrooms located in the terminal building. It is understood that the FBO/Manager wishes to conduct flight training and instruction to potential new student pilots, and further, possibly to engage in the buying and selling of aircraft.
- Be responsible for the leasing of available T-hangars, insuring that the appropriate agreements are signed, and following the Authorities policies and procedure for hangar rental (copy attached). The FBO/Manager will receive 20% of the net proceeds from T-hangar rentals and the two maintenance hangars. Copies of the leases shall be provided to the Authority as renewed. It is understood that the rental rates can only be set by the Authority.
- FBO/Manager shall maintain liability insurance for all activities within the scope of the FBO/Manager duties and shall provide evidence of such insurance to the City Clerk and FBO/Manager shall hold the City of Clinton and the Clinton Airport Authority harmless for any claims arising from activities or actions of FBO/Manager, its employees, agents, or wholly-owned companies or programs. Should FBO/Manager provide flight instruction to student pilots, the necessary insurance shall be obtained, and proof of same furnished to the City and Authority. The minimum amount of coverage shall be the same as that carried by the Authority. The FBO/Manager shall list the City of Clinton and the Clinton Airport Authority as additional insured.
- The FBO/Manager shall provide aircraft fueling services. The FBO/Manager will be responsible for the purchase of all fuel. Fuel may be sold for any price per gallon deemed appropriate. It is the sole responsibility of the FBO/Manager to insure that quality products are being delivered and sold. FBO/Manager shall provide any documentation from suppliers necessary to insure that minimum standards are met for aviation gasoline. FBO/ Manager further agrees that neither the City nor the Authority is liable for any action that may occur as a result of fuel sales to customers. It is the responsibility of the FBO/Manager to guarantee the product being sold and hold the City and Authority harmless from any claims resulting from the sale of fuel at this facility.
- The FBO/Manager shall pay \$.05 per gallon from the proceeds of fuel sales.
- Perform routing maintenance on all T-hangars, to include changing light bulbs, providing oil or grease to rollers on hangar doors, and such other small items as may be necessary.
- Any insurance for aircraft, equipment, tools, parts or other contents owned or held by the FBO/Manager shall be the sole responsibility of the FBO/Manager.

- FBO/Manager shall act as the airport and city liaison with state and federal aviation agencies and will complete on a timely and accurate basis, all necessary reports, applications, and other appropriate papers as may be required.
- FBO/Manger will, in a timely manner, reimburse the Authority for all long distance telephone calls for non-airport related activity.

In consideration of and for these services to be provided by the FBO/Manager, the Authority agrees to the following:

- The Authority is responsible for all major repairs to the airport facility, grounds, buildings, and other assets commonly assigned to said facility. The FBO/Manager shall notify the Authority as soon as she becomes aware of the need for any major repairs. As noted above, the FBO/Manager shall provide routine maintenance and cleaning. Light bulbs for the hangars, outside floodlights, runway and taxi lights and gloves, all repairs to the radios, navigational aides, tetrahedron, and beacon are the responsibility of the Authority.
- Authority will provide fuel and insurance for two Courtesy Cars.
- Authority will pay a management fee of \$4,500.00 per month to the FBO/Manager.
- Authority will pay for dues and conference expenses to the Oklahoma Airport Operators Association.
- It is understood that the FBO/Manager plans to begin flight instruction classes and will use the facilities in the terminal building.
- It is understood, however, that the land rent paid to the Authority for the large commercial hangars, and for the farm lease, shall remain with the Authority.
- Authority will list Tracy Yoder as additional insured to the contract of insurance.
- FBO/Manager shall be responsible for mowing and grounds-keeping at the airport and shall comply with all FAA rules and regulations. FBO/Manager will be responsible for the everyday equipment maintenance. The City shall provide the equipment and fuel for mowing and will pay for the expenses associated with such maintenance to the equipment.

Whereas, both parties agree that the terms of the agreement shall be for a period of three years commencing on July 1, 2009 and ending on June 30, 2012.

Whereas, both parties further agree that either party shall have the right for any cause to terminate this agreement at any time, provided that the party notifies the other party in writing of the intent to terminate this agreement at least sixty (60) days prior to termination, and that both parties shall be responsible for all terms of the agreement during such sixty (60) days notice period.

It is further agreed that in the event the FBO/Manager dies, becomes incapacitated, or becomes financially unable to perform the duties of an FBO/Manager for any period of more than 30 days, this agreement may be terminated by either party or their heirs/successors upon 10 days written notice to the other party.

Now, therefore, for and in consideration of the terms heretofore set forth the parties hereto agree to this Fixed Base Operator/Manager Agreement dated and signed this _____ day of June 2009.

Ms. Tracy Yoder

Allen Bryson, Chairman