

Commercial Operator Permit

Watford City Aviation LLC

In compliance with the Watford City Municipal Airport Minimum Standards for the Conducting of Aeronautical Activities, as now in effect and as may be amended from time to time (“Minimum Standards”), _____ (“Commercial Operator”) is authorized to conduct the following commercial Aeronautical Activities at the Watford City Municipal Airport:

In consideration of the payment of the Applicable Fees, Watford City Municipal Airport agrees to let and permit Commercial Operator engage in the Commercial Activities described above, subject to the Conditions and Covenants contained in this Permit.

Watford City Municipal Airport Authority

By , Airport Manager
Date of Issuance: _____

Conditions and Covenants

Commercial Operator agrees to the following Conditions and Covenants. All capitalized terms used herein shall, unless otherwise defined herein, have the meanings set forth in the Minimum Standards.

1. Fee Payment: Commercial Operator agrees to pay all applicable fees on time, and all required fees including late fees, interest and penalties without deduction of any kind.

2. Permit Term: The term of this Permit shall commence on the Date of Issuance, and continue in effect until cancelled by either Authority or Commercial Operator.

3. Permit Limitations: This Permit may not be assigned or transferred, and is limited to the Commercial Activities listed above.

4. Information Changes: Commercial Operator shall notify the Airport Manager, in writing within fifteen (15) days, of any changes to information provided in support of the application for this permit, or which would render Commercial Operator ineligible for this Permit.

5. Incorporation of Minimum Standards: The Minimum Standards, now in effect and as amended from time to time by the Airport Authority, are hereby incorporated by reference and made an integral part of this Permit. Commercial Operator acknowledges:

5.1. Receipt of a copy of the Minimum Standards Currently in effect.

5.2. The Airport Authority may amend the Minimum Standards from time to time.

5.3. A violation of the Minimum Standards will be a violation of the Conditions and Covenants of this Permit.

5.4. Permit Suspension and Cancellation: Commercial Operator may cancel this Permit at any time upon written notice to Authority. Authority may immediately suspend or cancel this Permit on any of the following grounds:

5.5. Commercial Operator engages in any activity or causes any condition the Authority determines is endangering the public's safety, health or welfare.

5.6. Default in the performance of any insurance provisions of the Minimum Standards.

5.7. Default in the performance of any of the provisions of this Permit or of the Minimum Standards, when such default continues for a period of 30 days after receipt of written notice by

the Authority of said default.

5.8. Written notice of intent to cancel without cause given to Commercial Operator 90 days prior to cancellation.

Authority shall provide written notice to Commercial Operators of any default and corresponding suspension or termination, and shall set forth the reasons for any suspension or termination.

6. Documentation of Certificates: A copy of Commercial Operator's certificates and any other evidence of insurance, license, permit or certification shall be provided to Authority upon request of Authority; and as required by federal, state, and local law.

7. Breach: Should Commercial Operator breach any Conditions or Covenants of this Permit, or any provision of the Minimum Standards, and Authority incurs legal fees and/or costs in enforcing any such Conditions, Covenants, or provisions, Commercial Operator shall be liable to Authority for Authority's reasonable professional fees and costs incurred as a result of Commercial Operators' breach.

8. Governing Law: This Permit is governed by the laws of the State of North Dakota.

9. Acceptance: Commercial Operator agrees to be bound by and to perform all Conditions and Covenants of this Permit and the Minimum Standards.

Dated this ____ day of _____, 2016.
