

**TIE DOWN PERMIT
CHICAGO EXECUTIVE AIRPORT**

Date of Lease	Monthly Term of Lease	Monthly Rent	Security Deposit						
	Beginning	Ending							
PERMITTEE			LESSOR						
Name •			The City of Prospect Heights, The Village of Wheeling, hereinafter the "Municipalities"						
Address •			acting through its designated representative, the Airport Manager of Chicago Executive Airport						
City •			1020 S. Plant Road						
State, Zip •	Illinois		Wheeling, IL 60090						
Phone (H) •	(O) •	(Emergency) •							
Permit and Term	<p>1.a The Municipalities hereby give Permittee the right to use and occupy Space at Chicago Executive Airport.</p> <p>1.b The term of this Permit shall be for one month commencing as stated above and shall automatically renew for successive one month periods thereafter, unless terminated pursuant to the terms of this Permit. This Permit may not be sublet, transferred or assigned.</p> <p>1.c This Permit may be terminated by either the Airport Manager or the Permittee upon thirty (30) days prior written notice to the other.</p>								
Use of Space	<p>2. Except as provided in the Rules & Regulations, the Permittee shall use the Space only for the storage of the aircraft designated below and for no other purposes whatsoever.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Manufacturer •</td> <td style="width: 30%;">Model and Type •</td> <td style="width: 30%;"></td> </tr> <tr> <td>Registration Number •</td> <td>Color •</td> <td></td> </tr> </table>			Manufacturer •	Model and Type •		Registration Number •	Color •	
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Payment of Fees	<p>3.a In consideration for the rights, privileges and space herein granted, the Permittee shall pay a monthly fee as stated above. The Airport Manager reserves the right to increase the fee at any time during the term of this agreement on thirty days notice to the Permittee. The fee shall be paid monthly in advance on the first business day of each month, without any claims for any deductions or any setoffs for any purpose whatsoever. Payment shall be by check or money order payable to the Chicago Executive Airport Commission and shall be mailed or personally delivered to the office of Airport Manager or such other office as may be directed in writing by the Municipalities. The fee for the first month, the Security Deposit and any other Airport fee due the Municipalities shall be paid at the time of execution of this Permit by Permittee.</p> <p>3.b If any monthly rental installment is not paid on or before the tenth day of the month, Permittee agrees to pay a late charge of \$5.00 for each month that the rent remains unpaid thereafter.</p> <p>3.c In the event a default as defined in Section 4 shall occur, Permittee shall pay to the Municipalities all reasonable attorney's fees and costs incurred by the Municipalities in the enforcement of this Permit.</p>								
Events of Default	<p>4. An Event of Default shall have occurred if:</p> <p>a) The monthly tie down fee has not been received within the first fifteen (15) days of each month during the term of the permit.</p> <p>b) Other fees and charges due The Municipalities for activities or other services at the Airport are delinquent by more than thirty (30) days from the date of the invoice for such activities or services.</p> <p>c) Permittee is conducting a Commercial Aviation Activity at or from the Space or the Airport without a Commercial Operating Permit.</p> <p>d) Permittee shall default in the performance or observances of the agreements, conditions or covenants required to be performed or observed by the Permittee under the terms of this Permit or shall violate any of the Airport Rules and Regulations.</p>								
Indemnification	<p>5. The Municipalities shall in no event be liable for physical injuries, including death, to persons or damage to property, including property of Permittee occurring on the Airport or arising out of Permittee's use or occupancy thereof or operation conducted thereon not arising from the negligent or willful acts or omissions of the Municipalities. Permittee agrees to assume the defense of, and indemnify and hold the Municipalities, their officers, agents, employees and commissioners harmless from and against any and all loss, damage, liability, claims, demands, costs and expenses, including but not limited to attorneys fees, upon any and all claims based upon such injuries to persons or damage to property thereon not arising from the negligent or willful acts or omissions of the Municipalities.</p>								
Insurance	<p>6. Permittee shall procure and maintain at its cost, at all times during the term of this Permit, insurance covering its liability to the Municipalities, their officers agents, employees and commissioners with limits of a liability not less than <u>\$1,000,000.00</u> combined single limit, including bodily injury of <u>\$100,000.00</u> for all damages arising out of bodily injuries to, or death of, each person and property damage. Permittee shall be responsible to the Airport Manager to review Permittee's coverage annually and to increase the minimum liability insurance set forth herein to a reasonable threshold, when, in the Permittee's opinion, the risks attendant to the Permittee's operations have increased. The Municipalities shall not be liable for any deficiency in the Permittee's coverage. Permittee shall deliver to the Airport Manager contemporaneous with the execution of this Permit, a certificate of insurance for the insurance coverage described above. Each such certificate shall contain an endorsement that it cannot be cancelled unless the Municipalities are given at least 30 days prior written notice. Permittee shall obtain renewals of such policies at least 30 days prior to the expiration thereof and promptly deliver to the Airport Manager a certificate of insurance confirming that the proper coverage is in effect.</p>								
Compliance with Rules and	<p>7. The Municipalities have enacted by municipal ordinance Airport Rules and Regulations governing the management and administration of the Airport. The Airport Rules and Regulations contain provisions governing this Permit and are made a part hereof by this reference.</p>								

- Regulations** By signing this permit, the Permittee acknowledges receipt of a copy of the Airport Rules and Regulations and agrees to be bound thereby.
- Requirements of Law** 8. Permittee at its sole cost and expense shall comply with all laws, orders and regulations of federal, state, county, municipal, town and other public authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose a duty upon the Permittee with respect to its operations on the Airport. Permittee shall not do or permit or suffer to be done any act or thing upon the Airport which will invalidate or be in conflict with any fire insurance policies covering the Airport and fixtures and property therein, and shall not do or permit or suffer to be done any act or thing upon the Airport which will or might subject the Municipalities to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Airport or for any other reason. The Permittee, at its sole expense, shall comply with all rules, orders, regulations or requirements of the Illinois Board of Fire Underwriters, or any other similar body and shall not do, permit or suffer to be done anything in or upon the Airport, or bring or keep anything therein, except as now or thereafter permitted by the fire marshal, the Municipalities, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate of fire insurance applicable to the Airport, or use the Airport in a manner which shall increase the rate of fire insurance on the Airport then in effect prior to the date of this Permit.
- Security Deposit** 9. Permittee shall deposit with the Airport Manager the sum of one (1) month's rent, the "Deposit", as security for the faithful performance and observance by Permittee of the terms, provisions, covenants and conditions of this Permit. If an Event of Default, as described in Section 4 hereof occurs, the Municipalities may use, apply or retain the whole or any part of the Deposit to the extent required for payment of any fees or any other sum as to which Permittee is in default or for any sum which the Municipalities may expend or may be required to expend by reason of Permittee's default in respect of any of the terms and conditions of this Permit. In the event that Permittee shall fully and faithfully comply with all of the terms and conditions of this Permit the deposit shall be returned, without interest, to the Permittee after the termination of the Permit and after Permittee's departure from space. Forfeiture of security deposit shall not be considered liquidated damages and shall be in addition to any remedies available to the Municipalities at law or in equity.
- Termination and the Municipalities' Right of Reentry** 10. Upon occurrence of an Event of Default, the Municipalities, through the Airport Manager, may terminate this Permit, without further notice or demand and enter the Space, repossess the same, expel Permittee and remove its effects without prejudice to any remedies which might otherwise be used by the Municipalities for arrearage or breach of any of Permittee's covenants or other obligations.
- Integration** 11. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Permit and the Airport Rules and Regulations.
- Severability** 12. The provisions of this Permit are severable and if this Permit cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of the Permit shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.
- Notices** 13. All Notices required or permitted to be given by either party to the other shall be delivered personally or sent by United States Certified Mail, return receipt requested, postage prepaid and shall be addressed to Lessee or Lessor as provided above.
- Notices mailed as aforesaid shall be deemed to have been given for all purposes hereunder five (5) calendar days following the date on which the same have been deposited in the mail.
- Applicable Law** 14. This Permit shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have signed this Permit as of the day and year first above written.

CHICAGO EXECUTIVE AIRPORT

PERMITTEE

By: _____
Airport Manager

By: _____