

PORT OF BELLINGHAM
BELLINGHAM INTERNATIONAL AIRPORT
CHARTER AIRLINE OPERATING AGREEMENT

This **CHARTER AIRLINE OPERATING AGREEMENT** (the "Agreement") made as of the _____, 20__, by and between the **PORT OF BELLINGHAM**, a Washington municipal corporation, (the "Port"), and _____, a _____ corporation (the "Airline").

I. RECITALS

WHEREAS, the Port owns and operates the Bellingham International Airport (the "Airport") situated in Whatcom County, Washington. The Airport is currently a fully certificated airport under Title 14 of the Code of Federal Regulations, Part 139;

WHEREAS, Airline is engaged in the business of carrying passengers or air freight by unscheduled air charter service (the "Business"); and

WHEREAS, Airline desires to use the Airport in connection with its Business, and the Port is willing to permit the Airline to use the Airport upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the parties agree as follows:

1. **DEFINITIONS**: As used herein, the following terms shall mean:

1.1 **Agreement**. This Charter Airline Operating Agreement, together with all appendices, exhibits and schedules incorporated by reference herein and including all amendments hereto agreed to in writing by the parties from time to time.

1.2 **Airport**. The real property and improvements therein generally known and designated as the Airport. The improvements on the real property consist of the runways, aircraft taxiways and parking aprons, the passenger and freight terminal buildings, hangars, vehicle roadways and parking facilities, and all other improvements on said realty. The term shall also include any adjacent or nearby real property hereafter acquired for Airport purposes by the Port and all improvements hereafter constructed on the real property and additions thereto. The term "Airport" shall exclude real property or improvements no longer utilized by the Port for Airport purposes.

1.3 **Aircraft Landing**. Any aircraft landing, for whatever reason, at the Airport.

1.4 **Certified Maximum Gross Landing Weight**. The maximum gross landing weight of an aircraft as determined by the Manufacturer's specifications. 500 pounds or any larger part of 1,000 pounds, shall be counted as if a whole 1,000 pounds, and any smaller part shall be disregarded.

1.5 **Fees and Charges.** All (i) of the fees and charges listed in section 5 of this Agreement, (ii) all other monetary obligations of the Airline to the Port contained herein, and (iii) all applicable taxes that the Port is required to collect from the Airline.

1.6 **Joint User Area(s).** All portions of the Airport which the Airline shall have the non-exclusive right of use, but subject to an obligation as defined herein to share such use with the Port, other air transportation companies, or other parties serving Airline passengers, shippers, or the general public at the Airport. The Joint User Area is generally defined as the runways, taxiways, aircraft ramp areas, aircraft apron areas, and any other area as the Port may, from time to time, so designate.

1.7 **Passenger Terminals.** The main passenger terminal building at the Airport and all future additions thereto or new passenger terminals, including satellite terminals, hereafter constructed at the Airport. The Port may, at its sole discretion, allow use of other passenger terminals depending on, among other things, the size of the aircraft and its Certificated Maximum Gross Landing Weight.

1.8 **Public Areas.** All portions of the Airport in which the Port shall, from time to time, permit the general public to use or enter upon.

1.9 **Scheduled Airline.** All air transportation companies who, as part of regularly scheduled passenger or freight service, utilize the Airport under any agreement with the Port.

2. **GRANT OF USE RIGHTS:**

2.1 **Description of Privileges, Uses and Rights.** For and in consideration of the Fees and Charges to be paid by Airline pursuant to section 5 below and required activity reporting, the Port grants the Airline the non-exclusive right to land at or take off aircraft from the Airport in the operation of Airline's Business and in connection therewith Airline may make use of the Joint User Areas, the Public Areas, and general aviation terminal situated at the Airport on a nonexclusive and space available basis only. The specific facilities available for use by the Airline, and the dates and times such use, shall be designated in advance by the Port in its sole discretion.

2.2 **Rights Inferior to Scheduled Airline.** The Airline's use of the Airport or any of its facilities shall not conflict with any Scheduled Airline's use of the Airport or any of its facilities. In the case of a scheduling conflict between the Airline and Scheduled Airline, the Scheduled Airline shall have first priority. Nothing in this Agreement shall be construed to provide any right superior to that of any Scheduled Airline.

2.3 **Port's Ability to Limit Use Rights.** The Port may, in its sole and absolute discretion, limit or condition the Airline's non-exclusive use rights to accommodate maintenance, repair, Acts of God or other conditions which, in the sole opinion of the Port, require that the use be curtailed, delayed or reduced.

2.4 **Rules, Regulations, and Laws.** The Airline shall comply with all rules,

regulations, and laws applying to its use of the Airport pursuant to this Agreement including, but not limited to, the Port's rules, regulations and procedures which may be amended, modified, or changed by the Port at its sole discretion.

3. **PRIOR NOTIFICATION OF PENDING FLIGHTS:** The Airline shall not have a right to use the Airport under this Agreement unless it provides written notification to the Port of any pending Aircraft Landing on the notice form attached hereto as Appendix "A" (the "Landing Notice") at least seven (7) days in advance of the date of the Aircraft Landing. As provided on the Landing Notice, the Airline shall provide the date of landing, the time of landing, the type of aircraft, and the aircraft's Certificated Gross Landing Weight. The Landing Notice shall be delivered to the Port's Director of Aviation, or his or her designee at AirportOffice@portofbellingham.com. The term "delivery" as used in this Paragraph shall mean actual possession of the Landing Notice by the Port.

4. **TYPE OF AIRCRAFT:** The Airline shall only land aircraft at the Airport if the Port's Director of Aviation granted prior written approval for the type of aircraft to land at the Airport prior to the Aircraft Landing. This prior written approval is necessitated by the physical limitations of the existing runways, taxiways, ramps and aprons at the Airport.

5. **FEES AND CHARGES:** The Airline agrees to pay the following Fees and Charges within thirty (30) days of receiving an invoice for the same from the Port. The Airline shall be billed at the address provided herein unless a different address is provided to the Port in writing by the Airline.

5.1 **Aircraft Landing Fee.** A Two Hundred Seventy-Five Dollar (\$275.00) fee per Aircraft Landing (the "Aircraft Landing Fee") for Aircraft Rescue and Firefighting ("ARFF") Services. The Port may, in its sole discretion, increase the Aircraft Landing Fee from time to time and without prior notification to the Airline. The Airline shall pay the Aircraft Landing Fee in effect at the time of Aircraft Landing.

5.2 **Regular Tariff Fees.** In addition to Aircraft Landing Fee, the Airline shall pay all normal landing fees and fuel flowage fees, if applicable, according to the Airport tariff schedule in effect at the time of the Aircraft Landing. The Port may, in its sole discretion, amend the Airport tariff schedule to increase fees or add new fees without prior notification to the Airline. The Airline shall be bound to pay all applicable fees pursuant to the Airport tariff schedule in effect at the time of the Aircraft Landing.

5.3 **Suspension of Use Rights.** In the event the Airline fails to timely remit payment under this Agreement the Port may, at its sole discretion and without limit to other remedies, deny the Airline use of the Airport until the delinquency is brought current and/or require advance payment prior to allowing Airline's use of the Airport.

6. **NOTIFICATION OF MONTHLY ACTIVITY:** The Airline shall provide a written monthly activity report to the Port using the form attached hereto as Appendix "B" (the "Report"). The Report shall be delivered to the Port of Bellingham, 1801 Roeder Avenue, P.O. Box 1677, Bellingham, Washington 98227, or at other addresses provided by the Port, on or before the tenth (10th) day of each month and will include an accounting of all activity at the Airport by the Airline for the preceding month. The term "delivery" as used herein shall mean actual

possession of the notice by the Port. The Port may deny the Airline the right to use the Airport if the Airline fails to timely submit the Reports.

7. **GROUND PERSONNEL AND USE OF MAIN TERMINAL:** The Airline shall negotiate directly with the Scheduled Airlines to retain the services of those airline's employees to assist the Airline in parking aircraft, handling baggage, unlocking and locking the terminal, manning the terminal, and providing other assistance as needed for the Airline's use of the Airport. The Airline understands that the main terminal is normally locked to the secured ramp and that Scheduled Airline personnel must be present to provide access. Under no circumstances will Port or Airport personnel be required to assist in the operation of the terminal including, but not limited to, locking and unlocking of the gate. The Port will provide ARFF services as required by FAA regulations; however, any failure of the Port to provide these services shall not be the basis of any claim by the Airline against the Port.

8. **TERM:** This License to operate shall continue in effect on a year to year basis beginning on _____ 1, 20__ (the "Commencement Date"). This License shall be automatically renewed for subsequent one-year periods on each anniversary of the Commencement Date provided, however, that Licensee has complied with all of the terms herein. Either party may terminate this License by providing advance written notice to the other at least thirty (30) days prior to the end of any term.

9. **AIRLINE LIABILITY INSURANCE:** The Airline shall, at all times during the term of this Agreement and while utilizing the Airport, maintain liability insurance for both aircraft related loss and non-aircraft related loss in the amounts and upon such terms as are required in this Paragraph 9.

9.1 **Insurance for Aircraft Related Loss.** The Airline shall, at its own expense, maintain primary commercial general liability insurance: (i) issued by an insurance company authorized to issue insurance in the State of Washington, (ii) with a Best Financial Strength Rating Guide (FSR) of A- or better or that is otherwise satisfactory to the Port and (iii) with the minimum single limit of _____ Million (\$____, _____, _____) per occurrence and \$1,000,000 per passenger and a deductible or self-insured retention no larger than \$_____. This figure is based upon \$1,000,000 per passenger seat on the largest aircraft (_____ passenger _____) regularly used at the Airport by the Airline. The Port may reasonably increase the amount of insurance required of the Airline for any reason, including if Airline regularly utilizes larger seat capacity aircraft at the Airport.

9.2 **Insurance for Non-Aircraft Related Loss.** In the event the commercial general liability insurance mentioned in Paragraph 9.1 does not cover: (i) liability for personal injury (including death) and (ii) property damage (including all real and personal property located on the Airport or the Port's other property) unrelated to aircraft operations, the Airline shall, in addition to the requirements above, procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Airport or the Port's property) arising on the Airport or the Port's other property as a result of, or arising out of, the Airline operations under this Agreement. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate unless the Airline requests, and the Port approves in writing, a lesser liability limit. The policy shall have a deductible or self-insured retention of no

greater than _____ for each occurrence and in the aggregate unless the Port agrees in writing to another amount.

9.3 **Insurance Requirements.** The Airline's insurance policy(s) noted in Paragraphs 9.1 and 9.2 shall name the Port as an additional named insured by way of a policy endorsement. The Airline shall provide certificates of insurance and, if requested, copies of any policy to the Port. Receipt of such certificate or policy by the Port does not constitute approval by the Port of the terms of such policy. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port or the Port's elected officials, employees or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by the Airline which might otherwise result in a forfeiture of said insurance; v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to the Port and Airline.

9.4 **Changes to Policy Limits.** The Port may impose changes in the limits of liability (i) at the same time as the annual renewal; (ii) as a condition of approval of assignment of this Agreement; or (iii) upon any breach of the Environmental Liability provision herein. If the liability limits are changed, Airline shall obtain new or modified insurance coverage within thirty (30) days after changes in the limits of liability are required by the Port.

9.5 **Failure to Obtain and Maintain Insurance.** If the Airline fails to procure and maintain the insurance described above, the Port shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums. The Airline shall pay to the Port upon demand the full amount paid by the Port.

9.6 **Prudent Business Insurance.** The Airline believes and states that the insurance obligation herein does not exceed that which the Airline would otherwise normally place upon itself and obtain in order to operate its business in a prudent manner.

9.7 **Increase in Cost of the Port's Insurance.** The Airline shall not use the Airport in a way not contemplated by the terms of this Agreement or in such a manner as to increase the existing rates of insurance applicable to the Port for the Airport. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the Airport and to the extent allocable to the Airline, may be added to the amount of fees paid by the Airline to the Port in monthly installments or as otherwise directed by the Port.

10. **INDEMNIFICATION AND HOLD HARMLESS:** The Airline shall defend (with legal counsel acceptable to the Port), indemnify, and hold harmless the Port, its officers, employees and agents from any and all demands, claims, judgments or liability for loss or damage arising as a result of accidents, injuries or other occurrences on the Airport or on Port's property, (i) occasioned by either the negligent or willful conduct of the Airline or its agents, or (ii) made by

any person or entity holding under the Airline, or any person or entity on the Airport or on the Port's property as a result of the Airline's activity, regardless of who the injured party may be. This indemnification and hold harmless shall not apply to the extent the damages was caused by the gross negligence or willful misconduct of the Port.

10.1 Limited Waiver of Immunity Under Washington State Industrial Insurance Act, Title 51 RCW and Other Similar Industrial Insurance Schemes. For purposes of the foregoing indemnification provision, and only to the extent of claims against the Airline by the Port under such indemnification provision, the Airline specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

10.2 Hazardous Substances. The Airline shall defend (with legal counsel suitable to the Port), indemnify and hold the Port harmless from any and all claims, demands, judgments, orders or damages resulting from Hazardous Substances on the Airport or the Port's property caused in whole or in part by the activity of the Airline, its agents, subtenants, or any other person or entity (i) on the Airport as a result of, arising out of, or relating to the Airline's operations under this Agreement or any previous agreement or (ii) on the Port's property as a result of, arising out of, or relating to Airline's operations under this Agreement or any previous agreement. It is the intent of the parties that the Airport shall be responsible and shall defend and hold the Port harmless from any Hazardous Substances that have or may occur on the Airport or the Port's property as a result of, arising out of, or relating to the Airline's operations since the Airline first used the Airport or other portion of the Port's property through this Agreement or any previous agreement with the Port. The term "Hazardous Substances" as used herein shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 USC Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sec. 1251 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70A.305, all as amended and subject to all regulations promulgated thereunder.

10.2.1 Unconditional Environmental Obligations. The Airline's defense and indemnity obligations under this article are unconditional, shall not be discharged or satisfied by the Port's exercise of any remedy for the Airline's default under this Agreement, shall continue in effect after any assignment of this Agreement, and shall continue in effect after the expiration or earlier termination of this Agreement.

11. TAXES: The Airline shall be liable for and shall pay throughout the term of this Agreement all license fees and all taxes payable for, or on account of, the activities of the Airline conducted at the Airport.

12. COMPLIANCE WITH PORT REGULATIONS, GRANT AGREEMENTS, AND WITH ALL LAWS: The Airline shall comply with all applicable rules, regulations and directives

pertaining to the Airport now in existence or hereafter promulgated by the Port in the interest of health, safety, sanitation, and good order at the Airport its various tenants, tenant employees, invitees, licensees, and the general public. The Airline further agrees to comply with all federal, state, and municipal laws, ordinances and regulations, including all amendments or additions thereto hereinafter enacted or promulgated, which may apply to the Airport or to the use of the Airport by the Airline. The Airline recognizes that the Port has entered into certain FAA grant agreements for the purpose of accepting federal aid to airports and may, in the future, enter into other such agreements with public agencies. The Airline agrees to abide by such agreements to the extent that they may affect the Airline.

13. **AIRLINE EMPLOYEES – SAFETY:** As a material economic term of this Agreement, the Airline will ensure that all employees of the Airline at the Airport (i) are fully trained in the safe operation of all equipment they use, (ii) are supervised by the Airline such that all work performed by Airline employees is done in a careful and safe manner, and (iii) do not operate any equipment or perform any other work in an unsafe manner. The obligations of the Airline hereunder shall not be modified, diminished, or eliminated by any determination that the location of any accident or injury was deemed a “multi-party worksite” under the Port’s control.

14. **NONDISCRIMINATION, GOOD SERVICES AND EMPLOYMENT:** The Airline agrees that in connection with its activities in the conduct of its Business at the Airport it will not discriminate by segregation or otherwise against any person or class of persons by reason of race, creed, color, national origin, sex, sexual orientation or age in the use of the Airport or any portion thereof or in furnishing or by refusing to furnish to such person or persons the use of its facilities and services at the Airport. The Airline agrees that, in the conduct of activities on the Port’s property, it will be an equal opportunity employer in accordance with Title VI of the 1964 Civil Rights Act and will comply with all requirements of the Americans with Disabilities Act of 1990.

15. **ASSIGNMENT:** The Airline shall not assign or transfer its rights and responsibilities under this Agreement, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of the Port, which consent shall not be unreasonably withheld. The Airline shall pay to the Port a transfer fee of \$300 plus the actual Port attorneys’ fees incurred in connection with the Port reviewing any request for assignment. If Port refuses to consent to an assignment, Airline’s sole remedy shall be the right to bring a declaratory action to determine whether Port was entitled to refuse such assignment under the terms of this Agreement.

16. **DEFAULT, CROSS DEFAULT, TERMINATION AND REMEDIES:** If Airline fails to pay any Fees and Charges when due or fails to perform any term or condition of this Agreement when due, then the Port, upon providing Airline with thirty (30) calendar days’ written notice of such default and the default remaining uncured, may terminate this Agreement. This remedy is in addition to, and is not exclusive of, any other remedies provided either by this Agreement or by law.

16.1 **Port Actions Upon Default.** In addition to all other remedies, the Port may impose an interest charge at the rate of eighteen percent (18%) per annum or at the maximum legal rate permitted by applicable law, whichever is less, on all late payments from the date due

until paid in full, and the Port may deny use of the Airport until such Fees and Charges are paid.

16.2 Multiple Defaults within One Year. If within any one (1) year period, the Port provides the Airline three (3) notices requiring Airline to: (i) comply with the terms of this Agreement or (ii) pay Fees and Charges past due (collectively referred to herein as "Default Notices"), then Port may, upon a subsequent violation of any term of this Agreement by the Airline (including failure to timely pay Fees and Charges), immediately terminate this Agreement by providing written notice to the Airline.

16.3 Additional Grounds for Default. The following shall also constitute a default under the terms of this Agreement: i) default by the Airline under any other agreement with the Port, ii) insolvency of the Airline, iii) an assignment by the Airline for the benefit of creditors, iv) the Airline's filing of a voluntary petition in bankruptcy, v) an adjudication that Airline is bankrupt, vi) the appointment of a receiver of the properties of the Airline, vii) the filing of an involuntary petition of bankruptcy and failure of the Airline to secure a dismissal of the petition within thirty (30) days after filing, and viii) attachment of, or the levying of execution on, any Airline property at the Airport and failure of the Airline to secure a discharge of the attachment or release of the levy of execution within ten (10) days.

16.4 Cross Defaults. A default under this Agreement shall constitute a default under any other agreement between the Airline and the Port (hereinafter such other agreements shall be referred to as "Collateral Agreements"). Likewise, any breach or default under a Collateral Agreement shall be deemed a breach or default under the terms of this Agreement. If a Collateral Agreement is terminated for a breach or default of the Airline, then the Port shall, without limiting any other remedies it may have, be entitled to terminate this Agreement upon five (5) days' written notice to Airline.

16.5 Default Notice Fee. A fee of Five Hundred Dollars (\$500.00) shall be assessed to Airline for each default notice issued to Airline to defray the costs associated with preparing, issuing, and serving such notice. This fee shall be payable with the next billing.

17. NON WAIVER: Neither the acceptance of Fees and Charges nor any other act or omission of the Port after a default by the Airline shall operate as a waiver of any past or future default by the Airline, or deprive the Port of its right to terminate this Agreement, or be construed to prevent the Port from promptly exercising any other right or remedy it has under this Agreement. Any waiver by Port shall be in writing and signed by Port in order to be binding on Port.

18. NOTICES. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

TO PORT:

Port of Bellingham
ATTN: _____
Post Office Box 1677
Bellingham, Washington, 98227-1677

TO AIRLINE:

ATTN: _____

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

19. **SIGNS – ADVERTISING MATTER:** No signs or other advertising matter, symbols, canopies or awnings shall be attached to, or painted on or within, the Airport, without the prior written consent of the Port, which may be withheld in its sole discretion.

20. **SECURITY RESPONSIBILITIES:** The parties hereto may from time to time employ or contract with security rendering agencies for the purpose of protecting the property of the respective party. Each party understands and agrees that the security personnel of one party shall have no obligation to protect the property or persons of the other party, except as required under applicable FAA regulations, and that any attempt or action undertaken by the security personnel of one party shall be gratuitous only, and each party waives any right to impose liability on the other party for any act or omission of the security personnel or of the other for damage which may occur as a result of such act or omission.

21. **GOVERNING LAW:** This Lease, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Whatcom County, Washington and not in any federal court unless, according to law, exclusive jurisdiction lies in the courts of the United States, in which case venue for any actions shall be in the United States District Court for the Western District of Washington.

22. **INTERPRETATION:** This Agreement has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not for or against either the Airline or the Port. If any provision is found to be ambiguous, the language shall not be construed against either the Airline or the Port solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Agreement.

24. **SUCCESSORS AND ASSIGNS:** This Agreement, and all appendices, exhibits and schedules attached hereto, including amendments thereto shall be binding on any successor or assign of the respective parties.

25. **SURVIVAL:** All obligations of the Airline, as provided for in the Agreement, shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

26. **NO THIRD-PARTY BENEFICIARIES:** There are no third-party beneficiaries of this Agreement.

27. **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

28. **ENTIRE AGREEMENT:** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the Port.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date stated herein.

PORT OF BELLINGHAM

[AIRLINE NAME]

By: _____
Its: _____

By: _____
Its: _____

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STATE OF WASHINGTON

SS

COUNTY OF WHATCOM

ON THIS _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of the PORT OF BELLINGHAM, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My commission expires: _____

STATE OF _____

SS

COUNTY OF _____

ON THIS _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ known to me to be the _____ and _____, respectively of _____ and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State
of _____,
residing at _____
My commission expires: _____

APPENDIX "A"

SEVEN DAY NOTICE
BELLINGHAM INTERNATIONAL AIRPORT

AIRLINE: _____

ADDRESS: _____

PHONE: _____

DATE OF LANDING: _____

TIME OF ARRIVAL: _____

TIME OF DEPARTURE: _____

TYPE OF AIRCRAFT: _____

CERTIFIED GROSS LANDING WEIGHT: _____ lbs

BY: _____

TITLE: _____

FOR AIRPORT USE ONLY

1. Date Received: _____

2. Fees:

A. ARFF Fee: \$ 275.00

B. Landing Fee: \$ _____

Total: \$ _____

AIRLINE USER MONTHLY ACTIVITY REPORT

APPENDIX "B"

TO: Port of Bellingham
PO Box 1677
Bellingham, Washington 98227
FAX: 360-671-6411

FROM: _____

REPORTING PERIOD: _____

AIRCRAFT TYPES: _____ TOTALS:

MAXIMUM GROSS
LANDING WEIGHT: _____

LANDINGS PER
AIRCRAFT: _____

TOTAL: _____

DEPLANED
PASSENGERS: _____

ENPLANED
PASSENGERS: _____

PFC's		
Collected	Handling	Paid to Port
\$ _____	\$ _____	\$ _____

AIR FREIGHT
DEPLANED: _____

DEPLANED MAIL
FREIGHT: _____

AIR FREIGHT
ENPLANED: _____

ENPLANED MAIL
FREIGHT: _____

AUTHORIZED SIGNATURE/TITLE

DATE