

**PORT OF BELLINGHAM  
BELLINGHAM INTERNATIONAL AIRPORT  
AIRLINE OPERATING AGREEMENT**

This 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").

**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 and/or air freight by scheduled air- service.

**WHEREAS**, Airline desires to use the Airport in connection with its business, and the Port is willing to permit the use of the Airport by the Airline upon the terms and conditions hereinafter set forth:

**NOW, THEREFORE**, for and in consideration of the mutual promises and the terms and conditions of this Agreement, the Port and Airline agree as follows:

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

(a) Agreement. This 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.

(b) 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.

(c) Joint User Area(s). All areas in the Airport in which the Airline shall have the non-exclusive right of use but subject to an obligation as defined herein below 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.

(d) Public Areas. All areas at the Airport in which the Port shall from time to time permit the general public to use or enter upon.

(e) 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.

(f) 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.

(g) Aircraft Landing. Any aircraft landing, for whatever reason, at the Airport.

(h) Certified Maximum Gross Landing Weight. The maximum gross landing weight of an aircraft as determined by the Manufactures 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.

(i) 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.

**2. DESCRIPTION OF PRIVILEGES, USES AND RIGHTS.** For and in consideration of the fees and charges to be paid by Airline pursuant to paragraph 5 below, and required reporting of activity, Airline shall, during the terms of this agreement, have the non-exclusive right subject to the rules, regulations and procedures of the Port, 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 time or times of such use shall be designated in advance by the Port in its sole discretion. The use of the Airport or any of its facilities by the Airline shall not conflict with the use of the Airport or any of its facilities by a Scheduled Airline. In the case of a scheduling conflict between Airline and Scheduled Airline, the Scheduled Airline shall have first priority. Nothing in this agreement shall be construed to provide any right to any Scheduled Airline. In the case of a scheduling conflict whatsoever, the Port shall have the authority to designate the time and facilities for the Airline's use.

2.1. The Port may limit or condition this non-exclusive use 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.

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

**4. TYPE OF AIRCRAFT.** The Airline shall be limited in the type of aircraft which may land at the Airport to those types approved by the Port's Director of Aviation in writing prior to the proposed Aircraft Landing. This prior approval is necessitated by the physical limitations of the existing runways, taxiways, ramps and aprons at the Airport.

**5. FEES AND CHARGES.** Airline agrees to pay the following fees and charges, on or before thirty (30) calendar days after the date the same is billed to the Airline by 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.

(a) The Airline shall pay all applicable rates and charges as approved by the Port Commission in the Airport Tariff schedule.

(b) The Airline shall be obligated to pay the normal landing fee, terminal common-use and exclusive-use rents, fuel flowage fee (if applicable), Passenger Facility Charges (PFC), and other applicable fees according to the then current Airport tariff schedule in effect at the time of the Aircraft Landing. The Airport tariff schedule may from time to time, without prior notification to the Airline, be amended to increase fees or add new fees. The Airline shall be bound to pay pursuant to the Airport tariff schedule in effect at the time of landing.

(c) The Port, at its sole discretion may, if the Airline is delinquent in the payments required herein and without limit to other remedies herein, deny use of the Airport until the delinquency is brought current 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 appended hereto as Appendix "B." 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 Port to Airline, 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 required reports have not be timely filed.

**7. GROUND PERSONNEL AND USE OF MAIN TERMINAL.** It shall be the responsibility of the Airline to hire or negotiate directly with the Fixed Base Operator or Scheduled Airlines to retain the services of those airline's employees to assist Airline in parking aircraft; handling baggage; unlocking and locking the terminal; manning the terminal; and providing other assistance as needed for the Airlines' 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 be present to assist in the operation of the terminal to include locking and unlocking of the same. 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 from Airline to the Port.

**8. TERM.** This Agreement shall be effective on \_\_\_\_\_, 20\_\_ and continue in effect on a year to year basis and will be automatically renewed for subsequent one-year periods provided, however, that the Airline has complied with all of the terms herein, and unless either party gives the other written notice at least thirty (30) days prior to the end of any term that such renewal is not desired.

**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 Section 9.

9.1. Insurance for Aircraft Related Loss. 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 Two Million (\$2, 000,000) per occurrence and One Million (\$1,000,000) per passenger and a deductible or self-insured retention no larger than Fifty Thousand Dollars (\$50,000). This figure is based upon \$1,000,000 per passenger seat on the largest aircraft (180 passenger seats) 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 section 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 Premises) unrelated to aircraft operations, the Airline shall, in addition to the requirements of 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 Premises) arising on the Premises or arising out of Airline's operations. The limits of

liability shall be not less than Two Million Dollars (\$2,000,000) with a deductible or self-insured retention of no greater than Fifty Thousand Dollars (\$50,000) for each occurrence and in the aggregate unless the Port agrees in writing to a lesser liability limit.

9.3. Insurance Requirements. The Airline's insurance policy(s) noted in section 9.1 and 9.2 shall name the Port as an additional insured by endorsement (i) as respects all operations of the Named Insured at the Airport and (ii) to the extent of Airline's obligation to defend and indemnify the Port hereunder. Airline shall provide certificates of insurance and, if requested, the endorsement and copies of any policy to the Port. Receipt of such certificate, endorsement 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 and the Port's elected officials, employees, or agents; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Airline which might otherwise result in a forfeiture of said insurance; (v) contain a cross-liability provision such that the Airline's policy will be construed as if separate policies were issued to the Airline and to the Port and, (v) in regard to physical property damage coverage to Port property or equipment, expressly provide that all proceeds shall be paid jointly to the Port and the 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. If 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. Airline shall pay to the Port upon demand the full amount paid by the Port.

9.6. 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. AIRLINE DEFENSE, INDEMNIFICATION AND HOLDHARMLESS.** The Port, its commissioners and employees, shall not be liable to the Airline or to any other party, for any injury (including death) to any persons, or for damage to any property, (regardless of how such injury or damage be caused, sustained or alleged to have been caused) arising out of the Airline's use of the Airport regardless of whether or not such loss is occasioned by the acts or omissions of the Port, Airline, third party, or act of nature except to the extent of and in proportion to the proven negligence or proven willful misconduct of the Port, its commissioners or employees. Airline shall protect, save, defend, hold harmless, and indemnify 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, property damage or other occurrences, occasioned by either the negligent or willful conduct of the Airline, its officers, employees, agents or 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 Airline's activity, regardless of who the injured party may be except to the extent of and in proportion to the proven negligence or proven willful misconduct of the Port, its employees or agents. Airline shall protect, save, defend, hold harmless, and indemnify 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, occasioned by the breach of any term or condition of this Agreement by Airline. The defense obligation hereunder shall be unlimited and remain in full force and effect until such time as the Port is proven to have contributed by negligent conduct or willful conduct to the loss. Airline's defense and indemnity obligations under are unconditional, shall not be discharged or satisfied by the Port's exercise of any remedy for Airline's default under this Agreement, shall continue in effect after any assignment or sublease of this Agreement, and shall continue in effect after the expiration or earlier termination of this Agreement until fully satisfied.

10.1. Limited Waiver of Immunity for Airline Employee Claims. The foregoing defense and indemnification obligation shall include, but is not limited to, all claims against the Port by an employee or former employee of the Airline or any sub-licensee or subcontractor. For this purpose, the Airline expressly waives, as respects the Port only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE AIRLINE AND THE PORT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION.

\_\_\_\_\_  
Airline's Initials

\_\_\_\_\_  
Port's Initials

10.2. Hazardous Substances. Airline shall defend, indemnify and hold

the Port harmless from any and all claims, demands, judgments, orders, or damages resulting from the release of hazardous substances on the Airport caused in whole or in part by the activity of the Airline, its agents, subtenants, or any other person or entity on the Airport during any period of time that Airline has used the Airport during the term of this Agreement or any previous agreement. It is the intent of the parties that Airline shall be responsible and shall defend and hold the Port harmless from the release of any hazardous substances that have or may occur on the Airport since the Airline first used the Airport through this Agreement or any previous agreement. 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 U.S.C. Sec 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70.105D all as amended and subject to all regulations promulgated thereunder. The Port acknowledges that Airline is not required to maintain an environmental liability insurance policy. The lack of insurance shall not in any way effect the indemnification noted herein.

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 agrees to 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 Airline employees of the Airline at the Airport (i) are fully trained in the safe operation of all equipment the use, (ii) are supervised by the Airline such that all work performed by the employees is done in a careful and safe manner and (iii) do not operate the 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 control of the Port.

**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 premises 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 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.

15.1. The Airline shall pay to the Port a transfer fee of \$300 and the actual Port attorney fees incurred in connection with the Port granting its consent.

15.2. 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 shall fail to pay any Fees and Charges when due or fail 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 upon a ten (10) calendar day written notice 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, 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 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 Airline (including failure to timely pay Fees and Charges), 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: A default by the Airline under any other agreement with the Port, insolvency of the Airline; an assignment by the Airline for the benefit of creditors; the filing by the Airline of a voluntary petition in bankruptcy; an adjudication that Airline is bankrupt or the appointment of a receiver of the properties of the Airline, 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; 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 lease or agreement which the Airline has with the Port (hereinafter such other agreements shall be referred to as "Collateral Agreements"). Likewise, any material breach or default under a Collateral Agreement shall be deemed a material breach or default under the terms of this Agreement. If a Collateral Agreement is terminated for a material 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 on 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 to 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 premises or elsewhere at 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. INVALIDITY OF PARTICULAR PROVISIONS.** If any term or provision of this Agreement or the application thereto to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected thereby and shall continue in full force and effect.

**22. JURISDICTION AND VENUE.** The parties agree that this Agreement shall be deemed to be made in accordance with the law of the State of Washington and shall be applied or otherwise construed according to the laws of the State of Washington. The parties further agree that the courts of Whatcom County, Washington shall have the sole and exclusive jurisdiction and venue over any disputes arising from this Agreement, 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.

**23. INTERPRETATION.** The parties agree that both parties have fully participated in the creation of this Agreement and that therefore they are joint makers of the Agreement. The parties agree that no provision or part hereof susceptible to more than one meaning shall be construed against either party simply because that party may have drafted that part or provision.

**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 provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All terms of this Agreement which require performance beyond the termination date shall survive the termination date of this agreement.

26. **NO THIRD PART BENEFICIARIES.** There are no third party beneficiaries of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement (including all appendices and exhibits) constitutes the entire agreement between the Port and the Airline with regard to the within subject matter, and the parties hereby confirm and agree that any and all prior agreements between them concerning the same have been or are hereby superseded. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing.

28. **EXECUTION BY PDF AND IN COUNTERPARTS.** This Agreement and all subsequent notices or modifications may be executed by the parties and transmitted by facsimile or electronic transmission of a PDF file and, if so executed and transmitted this and all subsequent notices or modifications will be for all purposes as effective as if the parties had delivered an executed original.

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

**PORT OF BELLINGHAM**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON

ss

COUNTY OF WHATCOM

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 \_\_\_\_\_, 2017, 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: \_\_\_\_\_

**SEVEN DAY NOTICE**  
**BELLINGHAM INTERNATIONAL AIRPORT**

**APPENDIX "A"**

AIRLINE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

DATE OF LANDING: \_\_\_\_\_

TIME OF ARRIVAL: \_\_\_\_\_

TIME OF DEPARTURE: \_\_\_\_\_

TYPE OF AIRCRAFT: \_\_\_\_\_

CERTIFIED GROSS LANDING WHEIGHT: \_\_\_\_\_ lbs

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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**FOR AIRPORT USE ONLY**

1. Date Received: \_\_\_\_\_
  
  2. Fees:
    - A. Terminal Fee: \$ \_\_\_\_\_
    - B. Landing Fee: \$ \_\_\_\_\_
    - C. PFCs: \$ \_\_\_\_\_
    - D. Other: \_\_\_\_\_ \$ \_\_\_\_\_
- 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:	_____	_____	<u>TOTALS:</u>
MAXIMUM GROSS LANDING WEIGHT:	_____	_____	_____
LANDINGS PER AIRCRAFT:	_____	_____	_____
TOTAL:	_____	_____	_____

DEPLANED  
PASSANGERS: \_\_\_\_\_

ENPLANED  
PASSANGERS: \_\_\_\_\_

AIR FREIGHT  
DEPLANED: \_\_\_\_\_

AIR FREIGHT  
ENPLANED: \_\_\_\_\_

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

DEPLANED MAIL  
FREIGHT: \_\_\_\_\_

ENPLANED MAIL  
FREIGHT: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
DATE