

## SCHAUMBURG REGIONAL AIRPORT TIE DOWN LICENSE

**Village:**

Schaumburg Regional Airport  
Village of Schaumburg  
101 Schaumburg Court  
Schaumburg, IL 60193-1899

**Licensee / Guarantor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Partnerships and Corporations: A personal Guarantor must be listed as the Licensee. If the aircraft is in a partnership or corporation one person must be listed as the Licensee as a Guarantor of this lease.**

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**Aircraft Information:**

Aircraft Manufacturer: \_\_\_\_\_ N#: \_\_\_\_\_  
Aircraft Model: \_\_\_\_\_ Aircraft Color: \_\_\_\_\_  
Category (Airplane, Rotorcraft...): \_\_\_\_\_  
Class (Single Engine Land, Twin Engine...): \_\_\_\_\_

**Registered Owner: *If different from Licensee (Corporate name, Partnership Name...)***

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

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Tie Down Location: \_\_\_\_\_ East Side \_\_\_\_\_ West Side \_\_\_\_\_

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**Emergency Contact:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

- 1) **Term:** The rental of the premises described on Page 1 of this agreement is on a month to month basis.
- 2) **License Fees:**
  - a) Monthly license fees \$\_\_\_\_\_ due on the first day each month in advance.
  - b) Increases: The Village may raise the license fees with no less than thirty (30) day notice to the Licensee in writing.
- 3) **Charges and Late Fees**
  - a) The acceptance of license fees after it is due whether on one or more occasions, shall not be a waiver of the Village's rights under this agreement.
  - b) Any balance left on the Licensee's account will be assessed a late fee in accordance with the Schaumburg Municipal Code, Chapter 35.16 Late Penalty; Administration Fees.
  - c) Any payment returned due to non-sufficient funds (NSF Fee) will be charged an additional fee in accordance with the Schaumburg Municipal Code, Chapter 41.01 Village Fees.
  - d) Licensee agrees to pay, in addition to the license fees provided for herein, all personal property taxes and any other taxes which Licensee may be required by law to pay.
  - e) Licensee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by the Village in enforcing this agreement, including any action to collect license fee payments.
- 4) **Use of Premises**
  - a) Aircraft maintenance is strictly prohibited other than owner preventive maintenance as described in the Federal Aviation Administration Regulation Part 43 Appendix A (14 CFR 43). All preventive maintenance performed by owner must be done in a manner that is not unsafe, unsightly or interfering with other's use of the airport facility.
  - b) Maintenance on any motor vehicle is strictly prohibited.
  - c) Partnerships and Flying Clubs agree to provide the Village with an up-to-date list of the names of all members and partners at the beginning of the license agreement and at any time there are changes.
  - d) The Village reserves the right to request the Licensee to relocate the plane to another tie-down, as needed.
- 5) **Rules and Regulations**
  - a) Licensee hereby acknowledges receipt of a copy of this License Agreement and an understanding of the rules and regulations applicable to Village's airport; said rules and regulations are specifically incorporated hereby by such reference as though fully set forth herein. The Airport Rules and Regulations and Noise Abatement Procedures are available for review and download on the Village of Schaumburg's Website at [www.villageofschaumburg.com](http://www.villageofschaumburg.com).
  - b) Licensee assumes sole responsibility or liability regarding the use of Licensee's space and will cooperate with the Village in maintaining that space in compliance with any state or federal law or other governing agency's rules and regulations.

- c) Licensee agrees to abide by all statutes, laws, ordinances, rules and regulations of the Federal Aviation Administration, State of Illinois, Village of Schaumburg, the governing body of the Schaumburg Regional Airport and of all other duly constituted public authorities having jurisdiction; and specifically including, but not limited to the Village's Rules and Regulations for the Schaumburg Regional Airport.
- d) Licensee acknowledges that the tie-down spot is for personal or for use where use of the aircraft is incidental to the business, not used as the business. Licensee acknowledges that to operate as a business the standards to do so are listed in the airport's Minimum Standards for Operating a Business at the Schaumburg Regional Airport.
- e) Licensee acknowledges that any changes to the Rules and Regulations of the Schaumburg Regional Airport, and any laws or ordinances contradictory to this License Agreement shall take precedence over this License.

#### **6) Tie Down Property Maintenance**

- a) Tie Down ropes or chains shall be provided by the Licensee. The Licensee is solely responsible for maintaining the conditions of anything used to secure the aircraft to the in ground anchor.
- b) Licensee accepts and recognizes that it or its agents are responsible for setting parking brakes, placing chocks and tying down and checking of their own aircraft or aircraft owned by others.
- c) Licensee is responsible for repairing to its original condition any damage to a structural or accessory component to the tie down area caused by the negligence of the Licensee or by the Licensee's actions for decoration or alteration.
- d) Licensee agrees to and does hereby accept all facilities on the premises on an "as is" basis; further, Village hereby disclaims, and Licensee accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes or chains used to secure airplanes.
- e) Any decorations to the exterior of the premises must be approved by the Village prior to application. Any decoration that is deemed offensive by the Village, or can be construed as being political in any way based on the opinion of the Village is strictly prohibited.

#### **7) License Termination and Village Rights**

- a) Upon the occurrence of a default of any of the terms or conditions of this License Agreement, Village may terminate this license, re-enter the Premises and take any further action it is entitled to take under State or Federal Law.
- b) Upon the occurrence of a default of any of the terms or conditions of this License Agreement, Village shall have the right to terminate this agreement at any time with cause on delivery of written notice to the Licensee at his last known address and upon refunding to the Licensee a pro rata amount of the storage charges provided for the unexpired portion of the month following the date of such termination; and upon such termination Licensee shall immediately remove said airplanes from Village's airport without the receipt of any other notice or demand for possession.

- c) Upon termination of this License Agreement, if the Licensee on a Tie-Down location has not removed the aircraft and all property, the Licensee will be charged a storage fee of \$10 per day.

**8) Insurance and Liability**

- a) The Village of Schaumburg requires that the Licensee maintain an aircraft insurance policy with a minimum of \$1 million in general liability insurance coverage.
- b) Insurance coverage must name as Additional Insured: (i) The Village of Schaumburg; (ii) The Schaumburg Park District; (iii) Schaumburg Regional Airport Advisory Commission; iv) Officers, Agents and Employees.
- c) Village should not be liable for damages to Licensee or to any person claiming through Licensee, as its agents, guests, invitees etc. for damages to or loss of property or for any injury occurring on or about the Premises, except for the Village's willful or wanton conduct, all claims for such injury hereby being waived by Licensee.
- d) Licensee agrees to and shall indemnify, defend and save harmless Village and its elected and appointed officials, officers, agents, employees and its airport manager from and against any and all liability, damages, costs, expenses (including, but not limited to its reasonable attorney's fees and court costs) or loss resulting from claims, demands or loss resulting from claims, demands or suits at law and/or in equity or other court action of any kind, nature or extent whatsoever arising directly or indirectly out of the intentional acts, or failure to act, or negligence of the Licensee, its agents, servants, guests or business visitors and invitees under this agreement or by reason of any act or commission of any such persons, firms, partnerships, corporations or other entities.

**9) Update of Information Requests**

- a) The Licensee is responsible for providing any changes to information listed in this license regarding names, phone numbers, mailing addresses, insurance or aircraft information.
- b) At any time the Village may request in writing for an update of the information described in 10(a). Failure to provide to the Village within sixty (60) days the updated information or a written response notifying the Village that no changes apply will be grounds for termination of this license.

**10) Notices, Flying Club Members and Partnership Information**

Any notice desired or required to be served by either the Licensee or Village upon the other may be served by depositing the notice in the United States Certified Mail, Return Receipt requested, in a sealed envelope, postage prepaid, addressed as follows:

**Licensee:** Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Village:**            **Village of Schaumburg Attention:**  
**Director of Transportation**  
**101 Schaumburg Court**  
**Schaumburg, Illinois 60193**

Partners or Flying Club Members

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Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____

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Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____

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Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____

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Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____

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**11) Entire License Agreement; Modifications**

This License Agreement contains the entire agreement between the parties and supersedes all prior agreements, understandings, representations and promises, whether written or oral. No changes may be made to this License Agreement unless in writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

**VILLAGE OF SCHAUMBURG**

\_\_\_\_\_

\_\_\_\_\_

**Director of Transportation**

ATTEST:

**LICENSEE**

\_\_\_\_\_

\_\_\_\_\_

**Tie-Down Tenant**

**Acknowledgement of the following Documents:**

Licensee's Initials

1. Rules and Regulations for the Schaumburg Regional Airport

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2. Noise Abatement Guidelines

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*(Both documents are available at: [www.schaumburg.com](http://www.schaumburg.com))*