

Model Airport Manager's Contract Agreement

This model contract is offered as a guide for establishing a contract agreement between the airport owner (City or County) and a non-city/county employee who desires to function in the capacity of Airport Manager.

_____))
_____)) KNOW ALL PERSONS BY THESE PRESENTS
CITY/COUNTY OF _____)

This agreement is entered into this _____ day of _____, 20__, between the City/County of _____, hereinafter referred to as the "Sponsor" and is the owner of the _____ Airport, hereinafter referred to as "Airport" and _____ (a corporation, partnership, or sole proprietor), hereinafter referred to as "Manager" who covenant and agree as follows:

WHEREAS, Sponsor and Manager are committed to the proper operation, improvement, and continued development of the Airport and in providing good, efficient, and friendly service at the Airport; and

WHEREAS, Manager represents and has provided sufficient proof that he has the qualifications, experience, and ability to perform the functions of Airport Manager; and

WHEREAS, Sponsor and Manager now desire to enter into a contractual agreement allowing the Manager to oversee the daily operation of the Airport under the direction of the Sponsor;

NOW THEREFORE, in consideration of the terms and conditions listed herein, Sponsor grants to Manager the title and office of "Airport Manager" along with the appropriate duties, responsibilities, and obligations entered herein.

Section 1. Term and Amount

No person, partnership, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved by a written permit from the City Council/Commissioners Court or its duly authorized agent.

- A. Term – This agreement shall be for _____ months/years, beginning on the _____ day of _____, 20__, and expiring at 12:01 AM local time on the _____ day of _____, 20__.
- B. Amount – The amount to be paid to Manager by Sponsor for the duties and responsibilities of Manager of the Airport listed herein shall be \$_____ per week/month/year. This amount shall continue until such time as this contract agreement is renegotiated or terminated. (Note: a variable rate or incentive clause may be entered here to alter payment to Manager over the course of the contract agreement).

Section 2. Sponsor's Obligations

The Sponsor shall be responsible for adopting a plan of action for the general operation of the Airport and providing sufficient funding for carrying out such plan. Sponsor shall provide an airport budget which will include funds for the daily operation of the airport and any required

airport maintenance. Sponsor shall receive any and all monies, rents, and fees derived from the Airport except as agreed upon by Sponsor and Manager and entered herein.

Section 3. Office and Duty Hours

- A. The Sponsor shall provide Manager with sufficient office space at the Airport. This office shall be fitted, at the Sponsor's expense, with an executive type desk and chair, filing cabinets, visitor's chairs, telephone instrument and service, UNICOM transceiver, lights, photocopy machine, restroom, and all other items and supplies normally required to function as an appropriate office, except those items listed herein as being the responsibility of the Manager. The Sponsor shall also provide an air conditioner and heater and Sponsor shall be responsible for all utility bills normally associated with the operating of an office, except those listed herein as being the responsibility of the Manager.
- B. The Manager may furnish, at his own expense, computer hardware and software and any items of a personal nature.
- C. Hours – the Manager shall be on duty between the hours of _____ AM and _____ PM, _____ days per week, Monday through _____ and on call between the hours of _____ and _____, _____ days per week, _____ through _____. All reasonable efforts shall be taken for the Manager to be physically present at the Airport during duty hours and in the event the Manager cannot be at the Airport, he must notify the Sponsor at least _____ days/hours before his absence.

Section 4. Duties and Responsibilities

The Manager shall be responsible for the daily operation and routine maintenance of the Airport and shall report directly to the City Manager/Mayor/City Council/County Judge. The Sponsor shall provide sufficient funds, parts, and/or supplies for such assigned duties and responsibilities. These duties and responsibilities shall include the following:

- A. Point of Contact – The Manager shall be the point of contact and have the full support of the Sponsor for all airport business, save and except pertaining to grants and/or loans by the Federal Aviation Administration (FAA) or the State of _____ unless so granted under a separate contract.
- B. Collection of Rents – The Manager shall be the agent of the Sponsor for collecting all rents and fees due the Sponsor from others for use of the Airport including hangar rents, tie down fees, fuel flowage fees, Fixed Base Operator (FBO) lease payments, and any other rents or fees arising from the Airport, save and except Federal, State, County, City and/or other organization's grants or loans. The Manager shall keep accurate records of such collections and turn over all monies to the City Secretary/County Clerk on the _____ day of the month.
- C. Airport Equipment – The Manager shall operate and maintain the Sponsor owned aircraft fueling systems including storage tanks, pumps, and trucks. The Manager shall be responsible for the upkeep and maintenance of all the Sponsor's airport equipment. This shall include replacing defective runway, taxiway, beacon, and hazard lights and airport signs, arranging for repairs to any visual or navigational aids, and maintaining all Sponsor owned tractors, mowers, or other equipment assigned to the Manager or to the Airport.

- D. Vacant Property – The Manager shall be responsible for the upkeep and mowing of all unleased land and the upkeep of any unleased Sponsor-owned buildings at the Airport.
- E. Fencing – The Manager shall be responsible for maintaining the Airport’s perimeter fencing within a budget set by the Sponsor. Any repairs that would be over the provided budget shall be reported to the Sponsor in a timely manner.
- F. Taxes, Fees, Insurance, and Bond – The Manager shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall the Sponsor be liable for or be required to pay any tax or fee owed by the Manager. The Sponsor shall provide insurance for all Sponsor owned real property located at the Airport under the Sponsor’s policy which shall be for the sole benefit and protection of the Sponsor. The Manager shall be required to provide insurance coverage of at least \$ _____ for personal property and the contents of any buildings leased or used by the manager and business liability insurance in the amount of \$ _____. The Manager shall be bonded in the amount of \$ _____ with the Sponsor listed as beneficiary in the event of damage to the Airport for which the Manager is liable and cannot or will not remedy. Certificates of such insurance and bond shall be furnished by Manager to Sponsor and a certificate presently then in effect shall be on file at all times. Any changes in those policies or certificates must have the prior written approval of the Sponsor.
- G. Notifications – The Manager shall be responsible for issuing and canceling any required notices to the FAA, State, or local authorities pertaining to airport operations or safety.
- H. The Manager shall not use the Airport property nor permit the Airport property to be used for any illegal or unauthorized purpose.
- I. Other duties and responsibilities as required and/or agreed upon by Sponsor and Manager and listed herein.

Section 5. Privileges

The Manager shall have the privilege, but not the obligation, to offer the following services or functions or to receive the following benefits:

- A. FBO – The Manager may operate as a Fixed Base Operator (FBO) at the Airport if the Manager and Airport owner so elect. Such agreement shall be addressed in a separate contract. However, it is expressly stated and understood that if operating as an FBO and manager, the Manager shall not receive any favorable consideration pertaining to that FBO operation from the Sponsor above or beyond those offered to or expected from all other FBO’s operating at the Airport, nor will the Sponsor give the Manager an exclusive right to operate as an FBO at the Airport. The Manager acting as an FBO shall abide by any and all rules, regulations, and minimum standards adopted by the Sponsor, the same as other FBO’s operating at the Airport.
- B. Housing – The Manager may set up residence at the Airport in a mobile home owned or leased by the Manager or other housing provided or approved by the Sponsor. This privilege shall be subject to a separate lease agreement between Manager and Sponsor but such separate lease shall be subject to the same terms and conditions listed in Section 7. – Termination hereunder.
- C. Other privileges agreed upon by Sponsor and Manager and listed herein.

Section 6. Sublease, Assignment, or Sale

The Manager shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. However, the Manager may hire an associate, assistant, or helper subject to the approval of the Sponsor. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Sponsor, for the Sponsor to immediately terminate this contract agreement.

Section 7. Termination

- A. This contract agreement may be prematurely terminated by either the Sponsor or the Manager if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction or by mutual agreement and consent of both parties in writing. Should the Manager be declared bankrupt, incompetent, or become deceased, this contract agreement shall immediately terminate and shall not be considered as part of the Manager's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event the Manager fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for ____ consecutive days, or violates any of the terms and conditions of this contract agreement, the Sponsor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of the Manager.
- B. Termination by mutual agreement shall cause both the Manager and Sponsor to be free of any and all requirements of this contract, except as contained in paragraph 7.c. hereunder, and neither Manager nor Sponsor shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- C. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, the Manager shall peaceably vacate the premises and any furniture or other equipment entrusted to the Manager shall be returned to the Sponsor in the same condition as it was when issued, normal wear excluded. Should the Manager be in default of any monies owed to the Sponsor, the Sponsor may take possession of any personal property owned by the Manager and located at the Airport and hold such until the monetary default is settled. In such case that the Manager cannot or will not settle any claims against him owed to the Sponsor, the Sponsor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. The Manager shall be liable for any and all expenses incurred by the Sponsor in such action.

Section 8. Exclusions

- A. This contract agreement embraces the entire Airport Manager's Agreement between the parties hereto and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced, except that this contract agreement may be modified by written addendum hereto attached and signed by all parties.

- B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vice-versa, whenever the context so admits or requires.
- C. The "Section" captions and headings are inserted solely for the convenience of reference and are not part nor intended to govern, limit, or aid in the construction of any provision hereof.
- D. The parties to this contract agreement hereby acknowledge and agree they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party; except that the Sponsor is acting on behalf of the City/County of _____.
- E. This contract agreement shall be governed by the laws of the State of _____ and constructed thereunder and venue of any action brought under this contract agreement shall be in _____ County,
- F. Manager agrees to save and hold harmless the Sponsor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Manager's businesses, operation, occupancy, or use of the Airport, or resulting from any act or omission of Manager's agents, servants, or employees. And this indemnity agreement shall apply and protect Sponsor and its agents, servants, and employees, even though it be contended, or even established, that said Sponsor or its agents, servants, or employees were negligent, or that their conduct or omission in any way caused or contributed to such liability, expense, cause of action, damage, and/or attorney's fees.
- G. If any section, paragraph, sentence or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this contract agreement are declared to be severable.

EXECUTED this _____ day of _____, 20__.

Sponsor: City/County of _____

Mayor/County Judge

Manager

Approved as to Form:

City/County Attorney

Attest: _____
City Secretary/County Clerk