



FOD SWEEPER USE AGREEMENT

THIS USE AGREEMENT (Agreement) is made this ____ day of _____ 2021, to summarize the mutual understanding of The SOUTH CAROLINA AERONAUTICS COMMISSION (the "Commission") and _____ ("Sponsor") regarding this Agreement between the Commission and the Sponsor. This Agreement will be made part of the Commission's records and is intended to serve as a guide to those who will administer and maintain the responsibility for the operation and maintenance of the equipment that is the subject of this Agreement.

Description of the Grant

The Commission has agreed to purchase a Foreign Object Debris (FOD) Sweeper for the purpose of removing foreign objects on runways, taxiways, and apron areas thus minimizing the risk and potential for FOD and eliminating FOD at the _____ Airport pursuant to the terms and conditions herein. The Sponsor agrees to the terms and conditions herein and agrees to be bound by both this Agreement and the Grant Assurances between the Commission and the Sponsor that are currently in effect. Upon execution of this Agreement by the Sponsor and the Commission, the Sponsor agrees that the FOD Sweeper will be used as outlined by this document.

Purpose and Administration of the Use Agreement and Associated Equipment

The Commission has agreed to purchase for the Sponsor, a device known generally as a "FOD Sweeper" for the purpose of removing foreign objects from airfield pavements that have the potential to damage aircraft, engines, and propellers from runways, taxiways, and apron areas. Based upon the terms and conditions in this Use Agreement, the Commission will purchase and provide to the Sponsor a FOD Sweeper at each publicly owned, public use general aviation airport, and each publicly owned, public use airport with scheduled commercial air service.

Terms, Conditions, and Grant Assurances

1. The Commission shall purchase a FOD Sweeper for the exclusive use of removing materials that have the potential to create or cause FOD at the _____ Airport that is owned and operated by the Sponsor.
2. To qualify for this program, the Sponsor must develop a plan documenting the frequency and schedule for use of the FOD Sweeper including, at a minimum:

- a. The plan must state that the FOD Sweeper will remain on airport property for exclusive benefit of the airport and will not be used on any other property owned by the Sponsor.
 - b. The schedule and frequency of days during a calendar month on which the FOD Sweeper will be utilized at the Sponsor's Airport.
 - c. The areas of the Airport that are to be swept by the device in an organized and stepwise fashion.
 - d. Plans for keeping a log and record of use to ensure that the Sponsor's Airport is regularly swept for FOD.
 - e. Plans for indoor storage of the FOD Sweeper in a secure location.
 - f. Plans and a commitment to maintain the FOD Sweeper in good mechanical condition and working order.
3. Should the Commission determine that the Sponsor is not using the FOD Sweeper in a regular and systematic way to improve the safety of the Sponsor's Airport or if the FOD Sweeper is not being properly stored or maintained, the Commission reserves the right, in its sole option, to either demand repayment of the cost of, or take possession of the FOD Sweeper.
4. The Commission reserves the right to inspect the FOD Sweeper and applicable records pertaining to its use. The Sponsor shall make the FOD Sweeper and records of its use and maintenance available to the Commission upon request. The Sponsor shall pay for all repairs and maintenance of the FOD Sweeper during the term of this Use Agreement (ten years, or 4,500 sweeping miles, whichever is less).
5. The Sponsor shall ensure that the FOD Sweeper is properly insured from theft or loss and from any liability claims in a usual and customary manner as with other property owned or operated by the Sponsor.
6. The Sponsor shall hold the Commission harmless if any damage or injury is incurred from the of use of the FOD Sweeper.
7. At all times, the Sponsor will maintain the FOD Sweeper in as good operating condition and appearance as when received, with ordinary wear, tear, and deterioration excepted.
8. The Sponsor shall notify the Commission if the FOD Sweeper is not operational or serviceable. It is expected that the Sponsor will maintain the FOD Sweeper in good operating condition throughout its normally expected useful life (4,500 sweeping miles).

Miscellaneous Provisions

9. This Agreement constitutes the entire understanding between the parties, and any change or modification must be in writing and signed by both parties.

10. This Agreement is entered into under, and is to be construed in accordance with, the laws of the State of South Carolina.
11. Any notice required to be given under this Agreement or by any applicable provision of law shall be in writing and shall be given by hand delivery, overnight delivery service, or USPS service that provides delivery receipts, or by confirmed PDF sent via e-mail to the addresses on file for either party. Notices shall be deemed to have been received one Business Day after having been sent via overnight delivery service on a priority basis or on the Business Day on which hand delivered or sent by confirmed PDF. For all purposes of the Agreement, a "Business Day" is any day, other than a Saturday, Sunday, or state holiday on which agencies of the State of South Carolina are authorized or required to open for business.
13. This Agreement shall at all times be subject to the authority of the Commission to eliminate or modify any restriction, condition, or limitation imposed with respect to the Agreement if, in the judgment of the Commission, in consultation with the Executive Director of the Commission such restriction, condition, or limitation becomes impracticable, unnecessary, incapable of fulfillment, or inconsistent with the mission of the Commission. This Agreement may be amended in writing, signed by all parties.
14. This Agreement shall be in addition to and cumulative to each of the Grant Assurances existing between the Sponsor and the Commission.

 Mr Gary Siegfried, PE, Executive Director
 South Carolina Aeronautics Commission

 Witness

 Printed Name: _____

 Witness

Sponsor: _____

Address:

ATTACHMENTS

FOD Sweeper Use Plan