



Phoenix-Mesa Gateway Airport Authority Aircraft Hangar Space Rental Agreement

This Aircraft Hangar Space Rental Agreement (“Agreement”) is made effective as of the date set forth below in Section II (“Effective Date”) and is by and between Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (“PMGAA”) doing business as Gateway Aviation Services (“GAS”) and the Permittee identified in Exhibit A attached hereto (“Permittee”). GAS and Permittee are referred to herein individually as a “Party”, and collectively, as the “Parties”.

I. RECITALS

A. Gateway Aviation Services: GAS is a Fixed Base Operation (“FBO”) owned and operated by PMGAA that provides aviation line services including aircraft refueling, towing, and aircraft storage in a hangar located at 5755 South Sossaman Road, Mesa, AZ, 85212 (“Hangar”) at the Phoenix-Mesa Gateway Airport (“Airport”).

B. Permittee: Permittee is the owner or operator of an aircraft (“Permitted Aircraft”) described in Exhibit A, and Permittee desires to rent from GAS space in the Hangar at the Airport for storage of the Permitted Aircraft.

C. Rights and Obligations: GAS agrees to rent to Permittee, sufficient space in the Hangar such that Permittee’s Permitted Aircraft can be stored in the Hangar, and Permittee agrees to pay the rates and fees set forth herein and comply with the rules and regulations of PMGAA as published and amended, in accordance with the terms of this Agreement. This Agreement and all attachments hereto, exhibits and/or written amendments hereof, state the terms and conditions under which the Permittee shall rent such hangar space from GAS, as well as the Parties’ rights and obligations with regard to the hangar space.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

II. STANDARD TERMS AND CONDITIONS:

A. Effective Date and Agreement Term: The Effective Date of this Agreement is . The term (“Initial Term”) of this Agreement shall commence on the Effective Date and shall continue thereafter for one (1) calendar year.

B. Renewal Term: Notwithstanding the foregoing, this Agreement may be renewed for successive periods of one (1) calendar year (“Renewal Term(s)”) by mutual agreement of the Parties. The Initial Term and any Renewal Term are collectively referred to herein as the “Term.” Any renewal shall be in writing, signed by both Parties, and subject to the terms and conditions of this Agreement and any amendments hereto. The Parties agree to negotiate in good faith any renewal to this Agreement and the terms and conditions of this Agreement shall remain in effect on a month to month basis unless and until renewed, with either Party having the ability to effect termination or amendment hereto by furnishing the opposite Party with sixty (60) days advance written notice of such intention during the period of negotiation, notwithstanding the cancellation provisions set forth in Section II.P.

C. Fees:

1. Aircraft hangar space rental fees (“Fees”) shall be in the amount of \$ per month, plus applicable taxes. Fees shall be based upon PMGAA’s approved and published pertinent *Airport*

Fees, Services, and Rental Rates in effect as of the date of this Agreement. The Airport Fees, Services, and Rental Rates are subject to change from time to time at PMGAA's sole discretion. PMGAA agrees to hold the Fees for the Initial Term of the Agreement. Any change in Fees after the Initial Term shall be effective the first of the month after the Initial Term or Renewal Term, as applicable.

2. The Fees are subject to a 4% annual increase effective on the anniversary date of the commencement of the Agreement.

3. In the event that the Term of this Agreement shall commence or end on any day other than the first or last day, respectively, of a calendar month, the Fees due hereunder for a portion of such month shall be prorated and the first payment shall be due on or before the Effective Date hereof.

4. The Fees, plus applicable taxes shall be due and payable to GAS the first day of each month and become delinquent ten (10) days thereafter. Payments received after the tenth (10th) day of the month shall be subject to a late charge of \$10.00 per day that will be charged to Permittee on the eleventh (11th) day and every day thereafter until paid in full. Delinquent rent, taxes, and charges also shall be subject to a finance charge equal to one and one-half percent (1.5%) of the amount due.

5. All payments required by this Section II.C shall be paid by credit card or cash by the due date(s) specified hereinabove. If paid by cash, payment must be remitted to the following address:

Phoenix-Mesa Gateway Airport Authority
Gateway Aviation Services
5803 S. Sossaman Road, Suite 116
Mesa, Arizona 85212-6014

or such other address specified in writing by PMGAA or GAS to Permittee.

D. Compliance:

1. Permittee shall comply with PMGAA's approved and published *Airport Rules and Regulations* and all applicable local, state and federal laws, statutes and rules, including environmental laws governing the handling, discharge, release and dumping of hazardous substances on Airport property, and applicable regulations of the Federal Aviation Administration ("FAA"), all as amended from time to time. In addition, Permittee named herein shall ensure similar compliance by its agents, employees, invitees, co-owners or co-operators.

2. The PMGAA has implemented an *Airport Security Plan* ("ASP") and vehicle access control program. Both require special training and certification by the PMGAA Department of Operations and strict compliance with both is mandatory. This includes the requirement for all Permittees to apply for and receive an Airport security badge before being allowed unescorted access to the Permitted Aircraft and to be able to drive a motor vehicle in authorized areas of the Airport Operations Area ("AOA").

3. Individuals who desire to engage in providing aeronautical services to the public on the Airport must obtain the appropriate agreements from the PMGAA and meet the conditions identified in PMGAA's Airport Minimum Standards.

E. Insurance:

1. *Required Insurance.* If not already procuring and maintaining insurance coverage pursuant to a Property Lease or Operating Agreement with PMGAA, Permittee shall procure and maintain the following insurance throughout the Term of this Agreement:

a. *Premises Liability.* *Airport Premises* third party bodily injury and property damage insurance in an amount not less than \$1,000,000 per occurrence, including coverage for "premises/operations" and "products and completed operations." Coverage pertains to ground activities occurring all or in-part within the AOA.

b. *Comprehensive Automobile Liability.*

(i) If operating motor vehicles within the AOA, *Comprehensive Automobile Liability* insurance for all owned, non-owned and hired vehicles operated airside on the Airport in the amount of \$1,000,000 per occurrence.

2. *Proof of Insurance.*

a. Proof of insurance by Permittee shall be provided to GAS within ten (10) days of the Effective Date. Subject to Section II.E.3.b below, copies of insurance declaration pages issued by insurance companies are deemed suitable documents of proof to identify the motor vehicle covered and limits of coverage assigned thereto.

b. Proof of insurance by Permittee shall: (i) name PMGAA as a certificate holder and additional named insured on a primary and non-contributory basis; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to PMGAA no later than thirty (30) days before such cancellation or modification takes effect; and (iii) contain a waiver of subrogation in favor of PMGAA. Permittee shall not permit any insurance policy to be canceled or modified without PMGAA's written consent, unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed and authorized to do business in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating and approved by PMGAA. Said certificate(s) of insurance for each policy shall be delivered to PMGAA, in a form acceptable to PMGAA, within ten (10) days of the Effective Date and shall continue to provide such certificates throughout the Term of this Agreement. Permittee's insurance obligations under this Agreement may be satisfied by means of the general corporate "blanket" policies carried by it and evidenced by the insurance carrier's standard certificates thereof.

3. *Additional Insurance.* At any time during the Term of this Agreement, PMGAA may require permittees, including the Permittee, to increase its coverage to commercially reasonable amounts or otherwise as may be specified by the PMGAA Minimum Standards, if in its reasonable determination, the insurance coverage required by this Section is no longer deemed adequate.

F. Motor Vehicle Parking and Operation within the AOA:

1. Motor vehicle parking within the AOA (for aircraft parked therein) is permitted in designated locations only. Access to those locations is contingent upon compliance with the *Airport Rules and Regulations*, the ASP, and relevant insurance requirements. Vehicles shall not be parked airside in any other areas, or in any manner that may interfere with aircraft operations in proximity or otherwise pose a hazard to life and property.

2. Vehicles authorized inside the AOA shall require a vehicle permit that shall always be displayed while the vehicle is driven or parked within the AOA. Any vehicle operated without the permit, or with an incorrect permit, is subject to removal from the AOA at the owner's expense and may result in a Notice of Violation ("NOV") and cancellation of the parking permit.

3. Vehicles authorized inside the AOA may park for a maximum of thirty (30) days. Vehicles parked longer than thirty (30) days are subject to removal at the owner's expense and may result in an NOV and cancellation of the vehicle permit.

4. Vehicles authorized inside the AOA shall be driven only by a licensed driver who has provided appropriate proof of insurance to GAS and has been certified by the PMGAA Department of Operations to do so. The herein named Permittee also shall exercise suitable controls and restraints to ensure personal compliance, including that of its employees, agents or invitees.

G. Aircraft Engine Operation: No aircraft engine shall be operated in a negligent manner, such that the propeller or engine exhaust blast may cause injury to persons or damage to property.

H. Aircraft Transportation to and from the Hangar: Permittee understands and agrees that only authorized agents or employees of PMGAA or GAS may move the Aircraft in or out of the Hangar, and Permittee shall not engage in such activity. PMGAA and GAS shall be responsible for damage or loss to the Aircraft to the extent caused by the actions of such agents or employees of PMGAA or GAS in connection with moving the Aircraft in or out of the Hangar.

I. Property Damage: Except as otherwise set forth above in Section II.H, PMGAA and GAS assume no liability for damage or loss to aircraft or other personal property parked or stored pursuant to the provisions of this Agreement. Aircraft and other personal property are stored at the sole risk of the herein named Permittee. In addition, any insurance deemed necessary to protect the Permitted Aircraft and/or personal property against fire, theft or damage, or as may otherwise be required by this Agreement, is the sole responsibility of Permittee.

J. Aircraft Maintenance:

1. Only the Permitted Aircraft may be maintained or repaired in the Hangar, and only by Permittee or such other individual as may be approved in writing by PMGAA, provided said individual(s) do so in strict compliance with applicable FAA licensing requirements and are approved prior to performing maintenance on the Permitted Aircraft. Permittee expressly agrees to coordinate with GAS prior to the commencement of maintenance on the Permitted Aircraft to ensure such maintenance does not affect the ingress, egress or quiet enjoyment of the Hangar by other permittees. In such case where, in GAS' sole opinion, such maintenance activities may affect other permittees, GAS may relocate the Permitted Aircraft in, out or about the Hangar in its sole discretion.

2. Notwithstanding the foregoing, the only maintenance that may be performed on the Permitted Aircraft within the Hangar are those maintenance activities an owner pilot is permitted to perform in accordance with 14 CFR Part 43, Appendix A, Subpart C (Preventive Maintenance). Maintenance activities that involve aircraft fuel systems or require the removal of control surfaces or cowlings for periods that exceed 48-hours are prohibited. If control surfaces or cowlings are removed pursuant to authorized maintenance activities, they shall be stored and secured in such a manner as to preclude them from posing a potential hazard to life, property or aircraft operations in the vicinity.

3. No tools shall be stored or used in the parking or storage space, except those tools required for the performance of authorized, Permittee-performed maintenance and repairs.

K. Indemnification: To the fullest extent permitted by law, Permittee shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees, for, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Permittee's acts, errors, omissions, or mistakes relating to Permittee's use of the Hangar or other actions under this Agreement.

L. No Commercial Activity: No commercial or revenue-producing activities shall be conducted from any aircraft hangar, parking or storage space without advance, written approval of PMGAA.

M. Property Rights Not Created: At no time shall this Agreement, its Exhibits, attachments, modifications, renewals or amendments be construed to confer an interest in real property between the Parties, nor shall this Agreement or its performance by the Parties establish a joint venture, partnership or fiduciary relationship. Permittee's rights herein are non-exclusive, and in common with other permittees of GAS.

N. Assignment: Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, mortgaged, encumbered, or transferred by Permittee.

O. Amendments: This Agreement may be amended only in writing and by mutual consent of both Parties.

P. Termination:1. *Upon Notice.*

a. Permittee may terminate this Agreement by providing not less than sixty (60) days prior written notice to GAS of such cancellation.

b. GAS may terminate this Agreement by providing not less than thirty (30) days prior written notice to Permittee of such cancellation.

2. *Permittee Default.* If any default by Permittee, its officers, employees, agents, or contractors of any term or condition of this Agreement continues more than ten (10) days after written notification of such default by GAS, GAS shall have the right to terminate this Agreement upon written notice to Permittee; provided however, if such default is a result of any violation of the Airport Security Plan or the *Airport Rules and Regulations*, or if such default constitutes a danger or hazard to persons or property as determined in the sole discretion of PMGAA, GAS shall have the right to terminate this Agreement immediately by written notice to Permittee. Upon any termination pursuant to this Section II.O.2, GAS shall have no obligation to return any deposits or pre-paid Fees to Permittee.

Q. Holding Over; Abandonment:

1. *Removal of Aircraft; Fees for Non-Removal.* Upon termination, Permittee shall promptly remove the Permitted Aircraft from the Airport provided that the removal of the Permitted Aircraft from inside the Hangar is subject to the provisions of Section II, H. For each day the Permitted Aircraft remains parked in the Hangar after termination of this Agreement, Permittee shall pay the Daily Hangar Fee as set forth in PMGAA's approved and published pertinent *Airport Rates and Charges*. For each day the Permitted Aircraft remains parked in the Tie Down Space(s) after termination of this Agreement, commencing on the thirtieth (30th) day after termination, Permittee shall pay two hundred percent of the Daily Hangar Fee. If Permittee has a credit card on file, the card will be charged the Daily Hangar Fees until the Permitted Aircraft is removed from the Hangar.

2. *Relocation of Aircraft.* Following termination, if the Permitted Aircraft remains on the Airport and is in violation of the *Airport Rules and Regulations* or constitutes a danger or hazard to persons or property as determined in the sole discretion of PMGAA, GAS may tow or relocate (or cause to be towed or relocated) the Permitted Aircraft to other areas on the Airport or off the Airport at the discretion of the Executive Director/CEO or its designee, at Permittee's sole expense. Permittee waives and releases any claims against GAS and/or PMGAA for losses or damage to the Permitted Aircraft as a result of such towing or relocation of the Permitted Aircraft.

3. *Non-Removal; Abandonment.* If the Permitted Aircraft is not removed from the Airport within sixty (60) days after termination of this Agreement, or other arrangements are not made with the Executive Director/CEO or its designee, PMGAA may sell the aircraft pursuant to A.R.S. §10-1023 or it may be deemed abandoned and handled in accordance with A.R.S. §28-8243.

R. Attorney Fees. If either Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing Party in any such action, proceeding, trial, or appeal shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court.

S. Notice of Lien: GAS shall have a possessory lien in accordance with A.R.S. §33-1022 or any other applicable statute from the date rent is unpaid and due, in the Permitted Aircraft and personal property parked or stored pursuant to the provisions of this Agreement. The Permitted Aircraft and personal property may be sold to satisfy the lien if Permittee is in default of this Agreement and has not cured such default in accordance with any applicable cure period. In order to provide notice of any sale to enforce this possessory lien, Permittee shall disclose any and all lien holders or secured parties having an interest in the Permitted Aircraft, and in any other personal property that is stored within the Hangar.

T. Other Notice: GAS reserves the right to conduct routine and emergency hangar and ramp inspections and pavement maintenance, as required, without prior notice to Permittee, to ensure that hangar, parking and storage spaces are in compliance with this Agreement, remain free of hazards and satisfy all FAA and other regulatory requirements.

U. GAS Point-of-Contact for this Agreement. GAS point-of-contact for this Agreement and all communication regarding the information, space requirements, notice of cancellation, and terms and conditions herein shall be:

Phoenix-Mesa Gateway Airport Authority
dba Gateway Aviation Services
5803 S. Sossaman Road, Suite 116
Mesa, Arizona 85212-5823
Telephone: 480.988.7700

V. Permittee Point-of-Contact for this Agreement. The Permittee point-of-contact for this Agreement and all communication regarding the information, notice of cancellation, and terms and conditions herein shall be:

Enter Company Name/Individual Name and complete mailing address

W. Survival. The provision of Sections II J, Q, R and S shall survive any expiration or termination of this Agreement

III. ACKNOWLEDGMENT:

By Permittee’s signature, Permittee declares that all information provided above is true and correct, and that Permittee has read, understands and agrees to abide by the above Terms and Conditions of this Agreement. Permittee further acknowledges any failure to comply with those provisions shall be considered a breach of this Agreement and Permittee’s right to occupy the Hangar authorized by this Agreement shall be cancelled and appropriate charges applied.

Executed as of the Effective Date:

GAS:

PERMITTEE:

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona, doing business as Gateway Aviation Services

Insert Company Name or Individual Name, a(n) <state licensed/incorporated in>, <entity type>

By: _____
Name: J. Brian O’Neill, A.A.E.
Title: Executive Director/CEO
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A**I. PERMITTEE INFORMATION:**

| | | | |
|--------------------|---------|-------|-------|
| Name: | | | |
| Billing Address: | | | |
| | | | |
| Telephone Numbers: | Office: | Home: | Cell: |
| Email Address: | | | |
| Date Submitted: | | | |

II. AIRCRAFT INFORMATION:

| | | | |
|---|----------|--|--|
| Year: | | | |
| Manufacturer: | | | |
| Model: | | | |
| Aircraft Square Footage (Length x Wingspan/Rotor Arc) | | | |
| Registration Number: | | | |
| Aircraft Owned by Business or Partnership? (check one) <input type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| Business Name: _____ | | | |
| Lien Holders & Secured Parties (if any – provide name and address; if none, please write “None”): | Name: | | |
| | Address: | | |
| | | | |
| | Name: | | |
| | Address: | | |
| | | | |

Exhibit B**FOR OFFICIAL USE ONLY**

| | |
|------------------------|---------------------------|
| Name of Permittee: | Aircraft Registration No. |
| Aircraft Manufacturer: | Aircraft Model: |

| | | |
|--|------------------------------|------------|
| Rental Location: | Assigned Space: | |
| Rental Rate/Mo. (plus tax): | Initial Fee Amount: | Date Paid: |
| Agreement Start Date: (From Section IIA) | Agreement Cancellation Date: | |

| PROCESSING CHECKLIST | | | | | |
|--|-------------|-----------------|---|-------------|-----------------|
| Incoming Items | Date | Initials | Outgoing Items | Date | Initials |
| Total Aviation Software (add based customer) | | | Total Aviation Software (status to transient) | | |
| Credit Card Authorization Form (if applicable) | | | N/A | | |
| Airport Security Badge Customer badging/send email | | | Airport Security Badge Collect badge/send to badging | | |
| Vehicle Parking Permit Issuance | | | Vehicle Parking Permit Collect permit/send to badging | | |
| Certificate(s) of Insurance | | | N/A | | |
| Tie Down//Ramp Diagram | | | Tie Down//Ramp Diagram | | |
| Tie Down/Ramp Inventory | | | Tie Down/Ramp Inventory | | |
| ADOT Report | | | ADOT Report (next quarter) | | |
| Based Aircraft Billing Report | | | Based Aircraft Billing Report | | |
| Send Original to Clerk of the Board | | | Notify Clerk of the Board | | |

4827-3743-8106

Exhibit C
Standard Terms and Conditions

1. **Dispute Resolution.**
 - a. **Negotiations.** If a dispute arises out of or relates to this Agreement or its breach, the parties to this Agreement shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
 - b. **Mediation.** Should the parties to this Agreement be unable to resolve their dispute through direct negotiations, the parties to this Agreement, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Agreement, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Agreement, but subject to reallocation following binding dispute resolution.
 - c. **Binding Dispute Resolution.** Should the parties to this Agreement be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Agreement, commence formal dispute resolution proceedings. Both parties to this Agreement consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Agreement, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Agreement are excused from this arbitration requirement and the parties to this Agreement shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.
2. **Applicable Law.** This Agreement shall be governed by, and PMGAA and Permittee shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Agreement or in laws pertaining specifically to PMGAA. This Agreement shall be governed by the laws of the state of Arizona, and suits pertaining to this Agreement shall be brought only in federal or state courts in the state of Arizona.
3. **Agreement.** The Agreement contains the entire agreement between PMGAA and Permittee. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
4. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
5. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement, which may remain in effect without the valid provision, or application.
6. **Protection of Government Property.** Permittee shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Permittee damages PMGAA's property in any way, Permittee shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Permittee fails

or refuses to repair or replace the damage, then PMGAA may terminate the Agreement, and PMGAA shall deduct the repair or replacement cost from money due Permittee under the Agreement.

7. **No Waiver.** No provision in this Agreement shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Agreement term or condition; to exercise or delay exercising any right or remedy provided in the Agreement or by law; or to accept materials, services, or Permittee's services under this Agreement or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Agreement.

8. **Advertising.** Permittee shall not advertise or publish information concerning this Agreement without prior written consent of PMGAA.

9. **Title VI, Federal Provisions.**

1. Civil Rights Act of 1964, Title VI – General

Permittee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Permittee transfers its obligation to another, transferee is obligated in the same manner as Permittee.

2. Civil Rights Act of 1964, Title VI – Assurances

During the performance of this Agreement, the Permittee, for itself, its assignees and successors in interest agrees as follows:

- a. Compliance with Regulations – Compliance with Regulations: The Permittee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination – The Permittee, with regard to the work performed by it, if any, during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Permittee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment – In all solicitations, either by competitive bidding, or negotiation made by the Permittee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Permittee of the Permittee's obligations under this Agreement and the Non-discrimination Acts And Authorities on the grounds of race, color, or national origin.
- d. Information and Reports – The Permittee will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Agreement, PMGAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - ii) Cancellation, termination, or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions – The Permittee will include the provisions of paragraphs a through f of this Section 2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Permittee will take action with respect to any subcontract or procurement as PMGAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Permittee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request PMGAA to enter into any litigation to protect the interests of PMGAA. In addition, the Permittee may request the United States to enter into the litigation to protect the interests of the United States.

3. Civil Rights – Title VI and ADA; List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Permittee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27; and 28 CFR part 25;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4815-1009-0458