



AIRCRAFT PARKING AGREEMENT

Updated March 10, 2019

Lessor: Kamloops Flying Club (1972) Ltd
2845 Aviation Way
Kamloops, BC
V2B 7W1

e-mail: kamloopsflyingclub@gmail.com
website: www.kamloopsflyingclub.com

Lessee: (Name, address, telephone number, e-mail)

_____ Phone # _____
_____ e-mail: _____

The Lessee is hereby authorized to:

Park the indicated aircraft either; off Apron V on the Kamloops Flying Club parking ramp (paved area in front of the Kamloops Flying Club), or, at the West Lot (west end of apron V).

Aircraft Type / Registration: _____ KFC Stall # _____
West Lot # _____

Note: This license is limited to parking spot assignment and fee collection for KFC parking ramp and West Lot parking locations. Portions of this licence as indicated do not apply to the West Lot ie the insurance clauses.

Fee (Select one) (Subject to revision, see KFC website for latest rates)

KFC Parking Ramp

\$840.00 (asphalt) Annually _____
\$80.00 (asphalt) Monthly _____
\$70.00 (asphalt/aircraft sale) Monthly _____

West Lot

\$600.00 (Grass/Dirt) Annually _____
\$360.00 (Grass/Dirt) 6 Months _____
\$60.00 (Grass/Dirt) Monthly _____

Note: KFC parking stalls available to KFC members only.

: KFC's responsibilities are limited to parking spot assignment and fee collection for the West Lot only.
West Lot remains under the care and control of KAL.

For a Term of: _____

Effective Date: _____ Ending: _____

Terms & Conditions attached

TERMS AND CONDITIONS

1. Definitions

In this Licence:

- a. KFC means Kamloops Flying Club(1972) Ltd.
- b. Lessor means Kamloops Flying Club (1972) Ltd.
- c. Lessee means the aircraft owner or agent who is signing this agreement.
- d. KAL means Kamloops Airport Ltd.
- e. West Lot refers to the parking area at the west end of Apron V
- f. KFC Lot refers to the paved parking area in front of the Kamloops Flying Club

2. Form

This document and any attachments mentioned as forming part of this Licence constitute the entire Licence between both parties when duly executed by authorized officers of both parties. No variation thereof shall be effective without the written consent of both parties. No local, general or trade customs shall be deemed to vary the terms and conditions thereof.

3. Payment of Fees

The Lessee shall pay all fees herein reserved at the time and in the manner in this Licence set forth, without any abatement or deduction whatever.

4. Fees Review

The KFC reserves the right to modify the fees herein reserved, provided 30 days written notice of each modification is given to the Lessee.

5. Payment of Interest

If the fees herein are not paid by the dates set forth for payment, the Lessee shall pay interest on the unpaid amount at an annual interest rate of 10% per annum, from the date the fees are due and payable until they are fully paid. A service charge of \$25.00 and any additional bank charges will be levied for any dishonoured cheques.

6. Assignment

The Lessee shall not assign, transfer or sublet this Licence without the prior written consent of the KFC.

7. Compliance with Regulations and Directives

The Lessee shall in all respects abide and comply with all applicable lawful rules, regulations, and by-laws of the Federal, Provincial or Municipal governments, KAL or any other governing body whatsoever. The Lessee shall abide and comply with all directives issued from time to time by the KFC and/or the KAL concerning the operation of the airport. A copy of KFC's lease document with the Kamloops Airport Ltd is available for viewing if so desired.

8. Access

The KFC members and the employees and agents of Kamloops Airport Ltd, in performance of their duties, shall at all times and for all purposes have full and free access to the areas used by the Lessee under this Licence.

9. Risks

All property of the Lessee, at any time brought on to the Airport or KFC, leased property shall be entirely at the risk of the Lessee, with the exception only of such loss, damage, or injury caused by the negligence of any employee or agent of Kamloops Airport Ltd or member of the KFC while acting within the scope of his/her duties.

10. Indemnification

The Lessee shall at all times indemnify and save harmless the Kamloops Flying Club from and against and be responsible for all claims and demands, loss, costs, damages, actions, suits, or other proceeding by whomever made, brought, or prosecuted, based upon or attributable to this Licence or any actions taken or things done by the Lessee unless such damage or injury is due to the negligence of any member of the KFC while acting within the scope of his/her duties.

11. **Damage (Applies to KFC Lot only)**

Any damage or injury which may, during the existence of this Licence be occasioned to the Airport or any part thereof, or works connected therewith, by the Lessee or the activities of the Lessee shall immediately upon notice thereof from the Kamloops Flying Club given either verbally or in writing be repaired, rebuilt, replaced and restored by the Lessee to the entire satisfaction of the Kamloops Flying Club. The Kamloops Flying Club may, at its option, repair such damage or injury, in which case the Lessee shall upon demand forthwith repay and reimburse the Kamloops Flying Club for all costs and expenses connected therewith or incidental thereto. The Lessee shall not cause any object or material to penetrate the asphalt surface or to cause any damage to the asphalt surface.

The KFC must be notified immediately of any damage to the asphalt surface or infrastructure.

The Lessee shall not conduct or have conducted maintenance on the Lessee's aircraft while parked under this License without the approval of the KFC. **The Lessee shall take reasonable care to avoid fuel or oil spills.**

12. **Insurance**

When parked on the KFC Lot or the West Lot, the Lessee shall maintain at all times during the currency of this Licence general liability insurance, for an amount of coverage and in a form acceptable to the Kamloops Flying Club. The Lessee shall provide the Kamloops Flying Club with written proof that he maintains such insurance coverage and shall have the Kamloops Flying Club (1972) Ltd named as an additional insured when parked on the KFC Lot, and shall have the Kamloops Flying Club (1972) Ltd AND Kamloops Airport Limited named as additional insured when parked on the West Lot

13. **Default or Breach**

Upon default or breach in respect of any provision or condition herein, the Kamloops Flying Club may, with or without notice, retake possession of any areas used by the Lessee under this Licence and thereupon, the Lessee shall forthwith remove his property from the said premises and upon its failure to do so, the said property shall become the property of and shall vest in the Kamloops Flying Club, without any right or compensation on the part of the Lessee therefor.

14. **Cancellation**

On default of payment, or failure to follow written notices, this Licence may be cancelled on 30 days written notice delivered to the Lessee's last known address. Unused fees will be returned on a monthly pro-rated basis. The Lessee may apply in writing with 30 days notice to the KFC a request to cancel this licence. Should this request be granted any balance may be refunded on a pro-rated basis.

15. **Parking**

The Kamloops Flying Club does not make any attempt to provide any parking area, or access to the parking area, based on convenience or suitability for use. **It is the Lessee's responsibility to ensure that the space is suitable for the Lessee's aircraft.**

If the Lessee or the KFC determines that the available space is not suitable for the Lessee's use, this License may be terminated and the fee shall be refunded on a pro-rated basis.

The Lessor will not be responsible in any way for any damage to aircraft during the use of, or transit to or from, the parking area used by the Lessee.

Suitability of any existing tie-downs for their intended use is the responsibility of the aircraft owner or Lessee.

IN WITNESS WHEREOF. the parties have signed:

Lessee Signature

Witness

Date

For Kamloops Flying Club

Witness

Date

