



Prior Permission Request Permit **for overweight aircraft operations to and from** **Prescott Municipal Airport, Ernest A. Love Field**

Notification and Indemnity

_____ Company (Permittee) is engaged in operating large aircraft and has requested permission to operate a(n) _____ aircraft, to and from Prescott Municipal Airport, Ernest A. Love Field (Premises), arriving on _____ at an operating weight of _____ (Max Gross Landing Weight) and departing on _____ at an operating weight of _____ (Max Gross Taxi Weight). The City of Prescott (City), which operates the Premises, hereby notifies and informs Permittee that the primary runway (03R/21L) and associated taxiways has a maximum pavement weight restriction for large aircraft of 63,000 pounds single wheel, 80,000 pounds dual wheel, and 100,000 pounds dual tandem wheel as published in the current FAA Airport Facilities Directory. The City hereby grants permission for Permittee to operate in excess of the afore mentioned weight limitation for "one operation," unless otherwise authorized herein, subject to the following:

1. **Permittee Indemnity**

Permittee shall indemnify and hold harmless the City from and against any and all claims arising from Permittee's use of the Premises or from the conduct of Permittee's business or from any activity, work, or things done, permitted, or suffered by Permittee in or about the Premises, or any of the Permittee's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim.

2. **Insurance Requirements**

Permittee shall acquire and maintain, at a minimum, the following insurance coverages:

- a) Commercial General Liability Insurance against claims for bodily injury, death, and property damage occurring on, in or about the Premises, related to or arising out of Lessee's activities, in an amount not less than \$5,000,000.00 per occurrence. The policy must be written on an "occurrence basis" and name the City as an additional insured. Permittee shall provide a Certificate of Insurance to the City no less than 10 hours prior to the proposed operation.
- b) Aircraft Liability Insurance in an amount not less than \$10,000,000/\$25,000,000 per operation (one landing and takeoff) unless otherwise authorized in writing herein or in other written authorization by City of Prescott Airport Manager.

_____ (authorizing official's initials for **applicable insurance coverage**; City to determine and indicate coverage requirement at the time of issuance of permit)

3. **Aircraft Removal and Repair of Airport facilities and equipment**

Should Permittee's operation result in damages to the City's aircraft or any of City's airport facilities and equipment; Permittee shall:

- a) At City's request, made within the sole discretion of the City, Permittee shall commence and diligently pursue to complete the repair, replacement, or reconstruction of the Premises in accordance with applicable FAA standards as shown on plans submitted to and approved by the

City. Such repairs shall be commenced within thirty (30) days of the City's approval of such plans.

- b) If the City, in its sole discretion, elects to undertake its own repair resulting from any damages to any airport facilities and equipment, Permittee shall fully reimburse the City the reasonable costs of such costs within 30 days of City's request for such reimbursement, whether or not such repairs have been commenced;
- c) Be responsible for all costs associated with and incidental to repair the Premises to a condition acceptable to the City,
- d) Be responsible for the immediate removal of the aircraft in accordance with applicable Federal, State, and Local rules, regulations, laws, or codes.
- e) Be responsible for all costs associated with the removal and repair Permittee's aircraft.

4. Waiver of Jury Trial/Attorney's Fees

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

5. Governing Law

The terms and conditions of this permit shall be construed and governed in accordance with the laws of the State of Arizona.

6. Other Terms: _____

Signed _____

Signed _____

Permittee Representative _____ Date _____

City of Prescott Airport Manager _____ Date _____

Permittee Address:

6546 Crystal Ln
Prescott, AZ 86301
Phone: 928-777-1114 Fax 928-771-5861

Contact Phone Number _____

Aircraft Call Sign or Company Call Sign: _____

For Airport Use Only Airport Personnel: _____

Tower Notification Date: _____ Time: _____

Tower Personnel: _____

Legend Aviation Notification Date: _____ Time: _____

Legend Aviation Personnel: _____ Airport Personnel: _____