



Town of Wickenburg

Wickenburg Municipal Airport Commercial Development

RFP # 25-02



PROJECT MANAGER:
Herschel Workman
928-684-5451 x1555
hworkman@wickenburgaz.gov

BID INFORMATION: Electronic Documents
www.wickenburgaz.gov/bids

BID SUBMITTAL DUE DATE:
Thursday, July 31, 2025 at 11:00 a.m., Arizona Time

Please Note: If documents are downloaded from the Town of Wickenburg website, the contractor is responsible for obtaining any amendments either through updates on the website or contacting the town through the project manager listed above.

NOTICE & REQUEST FOR PROPOSALS TOWN OF WICKENBURG

Proposal Name:	Wickenburg Municipal Airport Commercial Development
Solicitation Number:	RFP 25-02
RFQ Opening Date:	July 31, 2025, 11:00 a.m.
Location of RFP Opening:	Town Clerk's Office 155 North Tegner Street, Suite A Wickenburg, AZ 85390
RFP Documents available at:	Electronic RFP Documents: www.wickenburgaz.org/bids For assistance, please call Amy Brown, 928-684-5451, Ext. 1517

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at the Town of Wickenburg Clerk's Office, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390 until 11:00 a.m. July 31, 2025, for the above services. One (1) original and four (4) copies of the proposal must be submitted in a sealed envelope clearly marked on the outside: "RFP 25-02 Wickenburg Municipal Airport Commercial Development" along with the name and address of the business. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to assure proposals are received at the above location on or before the specified time. Proposals will be opened at 11:00 a.m., July 31, 2025 in the Town Hall Council Chambers, and the names of proposers publicly read aloud immediately after the time for receiving proposals.

Pre-Proposal Conference: A pre-proposal conference will be held on July 9, 2025. at 11:00 a.m. at the Wickenburg Town Hall Council Chambers, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390.

Work Summary: The town seeks proposals from private developers or aviation businesses interested in pursuing specific commercial development projects at Wickenburg Municipal Airport. Potential projects may include hangar construction, Fixed Base Operator (FBO) establishment, maintenance facilities, or other aviation-related commercial uses, and other items as outlined in the current Airport Master Plan. Proposals should address project scope, infrastructure needs, compatibility with airport operations, proposed lease terms, and financial offering. The selected proposer(s) will be expected to enter into a Development Agreement and/or an FBO Agreement with the town within one hundred and twenty (120) days of selection; the town may extend this timeframe at its sole discretion.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposal, which may be obtained at the Town Clerk's office, 155 N. Tegner, Suite A, Wickenburg, AZ 85390. Any proposal which does not conform in all material aspects to the Request for Proposals will be considered non-responsive.

Right to Reject Proposals: The town reserves the right to reject any or all proposals, modify requirements or preferred projects as it sees fit, waive any informality in a proposal or to withhold the Award for any reason the town determines.

Equal Opportunity: The town is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

DATED: June 11, 2025
TOWN OF WICKENBURG, ARIZONA
Amy Brown, Town Clerk

Publication Dates: June 18 and 25, 2025

**IMPORTANT
PROPOSER'S CHECK LIST
(To be submitted by Proposer with Proposal)**

- ☐ 1. The proposal has been signed in the Proposer's Offer Section. (Proposals not signed in this section will not be considered.) Authorized Signature Form is enclosed.
- ☐ 2. The proposal prices offered have been reviewed.
- ☐ 3. Any required descriptive literature or other information have been included.
- ☐ 4. The Contract Time and/or schedules have been included.
- ☐ 5. Any addendums have been included/noted in Offer Section.
- ☐ 6. The mailing envelope/package has been addressed to:
Town Clerk's Office
155 N. Tegner, Suite A
Wickenburg, Arizona 85390
- ☐ 7. Proposal Package/Envelope has been identified with proposal number and title.
- ☐ 8. Proposal Package/Envelope has been identified with the name of the business and business address.
- ☐ 9. The proposal with one (1) original and four (4) copies of the proposals is submitted in time to be received and signed in by Clerk's Office representative no later than specified time on designated date. (Otherwise, the proposal cannot be considered.)

REQUEST FOR PROPOSAL DOCUMENTS FOR
WICKENBURG MUNICIPAL AIRPORT COMMERCIAL DEVELOPMENT
AND PLANNING

The Town of Wickenburg seeks proposals from private developers or aviation businesses interested in pursuing specific commercial development projects at Wickenburg Municipal Airport. Potential projects may include hangar construction, Fixed Base Operator (FBO) establishment, maintenance facilities, or other aviation-related commercial uses. Proposals should address project scope, infrastructure needs, compatibility with airport operations, proposed additional lease terms, and financial offering.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of the Town Clerk, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390, until 11:00 a.m., on July 31, 2025, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. Applicable FAA Grant Assurances, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available at the Town of Wickenburg website at www.wickenburgaz.org/bids or by contacting Airport Director, Herschel Workman, telephone no. (928) 668-0555, and may be obtained upon request.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "RFP 25-02 Wickenburg Municipal Airport Commercial Development."

1.5 Pre-Proposal Conference: A Pre-Proposal Conference will be held at 11:00 a.m. on July 9, 2025, at the Town Hall Council Chambers, located at 155 N Tegner Wickenburg, Az. The Scope of Work will be reviewed, discussed, and opened for questions. **Potential proposers are highly advised to attend.** Potential proposers will be able to ask for interpretations and clarifications of this RFP at that time. The town will not be responsible for conveying any clarifications to potential proposers who are not in attendance.

1.6 Town's Right to Reject Proposals: The Town of Wickenburg reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by the town. It is the sole responsibility of the Proposer to see that its Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment: A Proposal may be amended or supplemented prior to the due date and time and may be withdrawn at any time.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of the town and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the town in Proposals submitted, and the information sought to be protected clearly marked as proprietary. The town will not ensure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. The town will provide 48 hours' notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 120 days after the day of the opening of proposals, but the town may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from the town.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register on the town's website at <https://wickenburgaz.gov/list.aspx>, in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Proposer who is not so registered must contact the Town Contact person, Airport Director, Herschel Workman, at (928) 668-0555 or hworkman@wickenburgaz.gov to make other arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the town website at www.wickenburgaz.org/bids.

1.14 General Evaluation Standards:

1.14.1 Evaluation Criteria: The town seeks to obtain the services described above in the Scope of Work. The town will evaluate proposals on the selection criteria set forth below. The town will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in the town's sole judgment may be rejected and not considered.

- A. The proposed project type
- B. Firm Experience and Capability
- C. Expertise of Firm's Key Staff
- D. Other Prior Projects
- E. Financial capability of Proposer to undertake, complete and operate the proposed project
- F. Insurability

Proposals that the town determines are the best overall may be invited to make a presentation to the town and respond to questions about the proposal. The town reserves the right to forego the interview process if it determines that one of the proposals has the best combination of capability and value.

1.14.2 Right to Reject: The town reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.14.3 Disqualification: A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.14.4 Clarifications: The town reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means communicating with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.14.5 Waiver and Rejection Rights: The town reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, modify requirements or preferred projects as it sees fit, and to be the sole judge of the merits of the respective Proposals received.

1.15 Proposal Preparation:

1.15.1 Format: Proposers shall submit their Proposal with an original and four (4) copies and the Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms provided.

1.15.2 No Facsimile or Electronic Mail Proposals: Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.15.3 Typed or Ink Corrections: The Proposal shall be typed or in ink. Erasures, interlineations, or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.15.4 No Modifications: Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.15.5 Content: The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm:

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last five (5) years
- G. Three (3) references

Subcontractors: Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

Project Team: List those individuals who will do the work on this Contract. Provide the following information for each team member:

- A. Team assignment
- B. General qualifications
- C. Any project experience directly relevant to this Contract while with this firm
- D. Indicate current workload and *certify* that no team members will be substituted without prior approval from the Town of Wickenburg

Relevant Experience: Include brief descriptions of Services completed by the project team that directly relate to this Proposal. Information requested includes project name, client, locations, budget, completion date, and functional use of the facility. Current client contact and telephone numbers for each project are also requested. Indicate whether the project was completed on schedule, within budget, and please indicate and describe the circumstances. Also, indicate problems encountered and solutions to those problems which were developed by the project team.

Approach: Demonstrate the understanding of the Services and the steps you will undertake to accomplish the task. Discuss the firm's unique ability, if any, to professionally provide project management services.

Graphic Material: Provide graphic examples of projects completed by your firm that indicate the quality and character of your firm's work. Projects named in "Relevant Experience" above are of particular interest to the selection committee.

1.15.6 Solicitation Addendum Acknowledgement: Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.15.7 Evidence of Intent to be Bound: The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.15.8 Non-Collusion and Non-Discrimination: By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.16 Inquiries:

1.16.1 Duty to Examine: It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.16.2 Contact Person: Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.16.3 Submission of Inquiries: All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as a Proposal and not be opened until after the Proposal due date and time. The town shall consider the relevancy of the inquiry but is not required to respond in writing.

1.16.4 Timeliness: Any inquiry regarding the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by the town. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.16.5 No Right to Rely on Verbal Responses: A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. APPLICABLE FAA GRANT ASSURANCES

The Authority is subject to the FAA Grant Assurances, including Grant Assurance 5 (Rights and Powers), Grant Assurance 19 (Safe Operations), Grant Assurance 22 (Economic Non-Discrimination), Grant Assurance 23 (Exclusive Rights), Grant Assurance 25 (Airport Revenue), and Grant Assurance 29 ([Airport Layout Plan Compliance](#)) all of which pertain to hangar leases and FBO operations. The FAA has advised that airport sponsors can maintain compliance with these assurances by maintaining and implementing reasonable minimum standards and by negotiating in good faith for the lease of suitable space with those who are willing and qualified to provide commercial aeronautical products and services.

III. SCOPE OF WORK

Wickenburg Municipal Airport is a public airport owned and operated by the Town of Wickenburg. The Airport is located approximately 4.5 miles west of downtown Wickenburg in Maricopa County, Arizona. The airport serves general aviation users, including recreational, business, and instructional aviation activities. The airport features Runway 05-23, which is 6,100 feet in length and fully capable of accommodating a range of aircraft, including business jets.

The town is looking for development at the airport which includes, but is not limited to the following:

- Expanding hangar capacity for both based and transient aircraft
- Establishing or enhancing a full-service Fixed Base Operator (FBO) operation
- Attracting aviation service providers and support businesses
- Identifying locations for aviation-related commercial development and negotiating hangar lease agreements
- Other items as outlined in the Airport Master Plan

The town seeks proposals from private developers or aviation businesses proposing projects such as hangar construction, FBO development, or other aviation-related uses on airport property. Respondents should be prepared to enter into a Development Agreement and/or an FBO agreement with the town.

Respondents should describe:

- The type, scale, and configuration of the proposed project (e.g., number and size of hangars; FBO terminal concept)
- Infrastructure or site access needs
- Compatibility with the existing airport layout and operations
- Proposed lease area(s), term, and proposed financial offering, including the amount the proposer would be willing to pay for ground lease payments and any planned capital investment including any expected capital contributions from the town.
- Proposed timeline for permitting, design, and construction
- Relevant experience and qualifications

The town is particularly interested in development concepts that align with its current Master Plan and demonstrate readiness to proceed toward an FBO agreement. While this RFP does not

solicit design, engineering, or construction services at this time, those phases will follow in subsequent agreements or solicitations with selected proposers.

A sample FBO agreement is attached for reference only.

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening July 31, 2025.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality, and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Wickenburg within ten (10) days after the town's acceptance of this proposal at the listed scheduled price.

4.5 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

State of Arizona)
) ss.
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Signature

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____,
2025, by _____.

Notary Public

My Commission Expires:

AUTHORIZED SIGNATURE FORM

Contractor Name: _____

_____ is/are authorized to execute and sign on behalf
(Name of Parties Authorized)
of said Contractor the following documents:

1. The CONTRACT
2. Payrolls
3. Claims
4. CHANGE ORDERS
5. All other papers necessary for the conduct of the corporation's affairs and the execution of the CONTRACT

Name _____

Title _____

STATE OF _____)
) ss.
County of _____)

I, _____ of the _____
corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by
the Board of Directors of said corporation, at a meeting of said Board held on
_____, 2025, and that the same is in full force and effect at this time.

DATED _____, 2025.

(Officer of Corporation)

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2025 by _____, appearing before the undersigned Notary Public and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Notary Public

My Commission Expires:

**SAMPLE - TOWN OF WICKENBURG
WICKENBURG MUNICIPAL AIRPORT
FIXED-BASE OPERATOR'S AGREEMENT**

THIS AGREEMENT is entered into between the Town of Wickenburg Arizona, as the airport owner of Wickenburg Municipal Airport ("Airport"), in the Town of Wickenburg, a municipality existing by and under the authority of the laws of the state of Arizona, hereinafter referred to as the "Town" or "Lessor", and _____, a Fixed Base Operator, hereinafter referred to as the "Lessee" or "FBO" or "Operator".

WHEREAS, the Town of Wickenburg owns and operates an airport known as the Wickenburg Municipal Airport, and Lessor is desirous of leasing to Lessee certain premises located on the airport, together with the right to use and enjoy individually, and in common with others the facilities; and

WHEREAS, Lessee may engage in the business of selling aviation gasoline, oil and other lubricants, maintaining and operating full aircraft servicing facilities, selling aircraft engines, accessories and parts, providing storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business, providing flight instruction, providing pilots for operating planes for others and carrying passengers and freight for hire all as more particularly set forth on Appendix B attached hereto and made a part hereof by this reference (collectively, the "Permitted Services"), and desires to lease property and rights from the Lessor.

NOW, THEREFORE, in consideration of the rents and covenants of this agreement, the Lessee leases from the Lessor the following premises, rights and easements on and to the Airport upon the following terms and conditions, for the Term, at the Lease Rate (as hereinafter defined), and in accordance with the provisions set forth herein, the "Property," which is commonly known as one or all of the following;

A. Property Description. DESCRIPTION.

B. Property/Premises.

- a.** Hangar __, __' x __' Town owned hangar, located at _____, together with all improvements which now exist or hereafter placed thereon and any and all appurtenances thereto.
- b.** The Wickenburg Municipal Building is approximately _____ square feet. The Town shall lease office space to Lessee for FBO operations while the remainder of the building (restrooms, lobby/pilot lounge, airport manager's office) will remain open and available for all users on a 24-hour basis.

- c. Area located on both sides and behind Hangar __ within __ feet (__ ft) of Hangar __. Maintenance for the apron, the ramp, and the pavement in front of Hanger __ is the responsibility of the Lessor. NOTE: A __' clear area must be maintained around Hangar __ for Town fire truck access. **See Attached Airport Layout Plan View as Appendix A to this Lease incorporated herein by this reference.**
 - d. The Property/Premises described in this Section B is leased to Lessee in its present condition as of the date of this Lease, without representation or warranty by the Town, and subject to any state of facts that an accurate survey or physical inspection might show. Lessee warrants that it has inspected, examined and approved the Property/Premises as suitable for its intended Permitted Uses. Lessee warrants that all existing improvements and fixtures in and on the Property/Premises are in good working order.
1. **New Building Construction.** Lessee shall have the right to erect, maintain, and alter office and administration buildings, shops, hangars, radio antennae and other buildings or structures on the described premises, providing such buildings or structures conform to the Building Code Requirements of the Town of Wickenburg, and any ordinance of any jurisdiction, now or hereafter in effect. All plans for buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction and must be approved by the Town. Building permits must be issued by the Town prior to commencement of any construction requiring such a permit. Title to such buildings erected by the Lessee shall remain with the Lessor. During the construction of the improvements, Lessor, its architects and engineers, and any authorized representative may (but shall not be obligated to) inspect the construction of the improvements and all construction plans, drawings and documents, change orders, addenda, shop drawings, and samples in the possession of Lessee and its contractors for the purpose of confirming that such construction is being performed in accordance with the final plans, the requirements of all public authorities having jurisdiction, and the other requirements of this Lease. Any such inspection shall be performed solely for the benefit of Lessor and shall not be relied upon in any manner by Lessee or any third party.
- a. **Payment; Indemnity.** Lessee shall be responsible for payment of all costs and charges for any work done by or for it on the Property or in connection with Lessee's occupancy thereof. Lessee shall keep the Property free and clear of all mechanic's liens and other liens and encumbrances on account of work done for or authorized by Lessee or persons or entities claiming under it. In no event shall any such lien attach to fee title to the Property. Lessee expressly agrees to and shall indemnify and hold Lessor harmless against liability, damages, costs, attorneys' fees and all other expenses or loss on account of claims of lien or other encumbrances of laborers or materialmen or others for work performed or materials or supplies furnished for or authorized by Lessee or persons or entities claiming under it. Further, any contracts between Lessee and any

mechanics or subcontractors shall expressly hold Lessor harmless against any liability arising from such contracts, as described above.

- b. Notice. Should any claims of lien or other encumbrances be filed against fee title to the Property or any action purporting to affect fee title to the Property be commenced, the party receiving notice of such lien or action shall immediately give the other party written notice thereof.
2. **Damages to Premises**. The Lessee shall repair all damages to the premises, or other airport improvements, caused by or resulting from the Lessee, its officers, employees, patrons, invitees, agents, contractors, subcontractors, customers or guests of its operations thereon or use thereof. Any damage shall be reported to the Airport Manager and repaired to the satisfaction of the Lessor. The Lessor will notify the Lessee of any required maintenance or repair and, if such maintenance or repair is not undertaken by the Lessee within twenty (20) working days after receipt of written notice, Lessor or its representative, shall have the right to enter upon the leased premises and perform the necessary work at the full cost to the Lessee. Lessee shall, throughout the Term, and at the Lessee's sole cost and expense, maintain the Premises and all improvements in clean and safe condition of maintenance and repair, in conformity with the requirements of any applicable law or regulation. Lessor shall be under no obligation to maintain, repair, rebuild or replace any improvements on the Premises. Lessor shall maintain any Town owned facilities that are not to be maintained by the FBO in the scope of work.
3. **Title of Designated Improvements to Revert**. At termination or expiration of lease, all below ground and ground level improvements constructed by Lessee remain vested with the Airport. If deemed unusable or undesirable by the Lessor, Lessee agrees to remove said improvements within ninety (90) days of lease expiration date at Lessee's expense, and at the Lessor's direction.
4. **Term**. The initial term of this lease shall be for a period of five (5) years, and provided Lessee is in full compliance with the terms and conditions of this Lease, with options to renew additional 5-year terms upon mutually agreed terms and conditions of Lessor and Lessee. This first term shall commence on _____, and expire on _____.

5. Rent and User Fees.

- a. The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements, a monthly fee of \$ _____ for the land leased in the commercial aeronautical areas as designated in this lease.
- b. The Lessee agrees to pay all utility charges for Hangar ____.
- c. The Lessee agrees to pay a user charge of \$0. _____ per gallon of any retail fuel sold at the airport, as a fuel flowage fee, on a monthly basis. Lessee shall submit to Lessor a statement showing the amount of retail fuel dispensed in the previous month, with such reasonable detail a breakdown as may be required by Lessor.
- d. Lessee agrees to pay a _____ % fee on a monthly basis for any gross revenues realized from any other retail activity generated at the Wickenburg Municipal Airport including, but not limited to, lease of tiedowns, hanger rental, other aircraft storage fees, retail sales activity, or aircraft maintenance charges per the Aeronautical Commercial Minimum Operating Standards, as amended and approved by Wickenburg Town Council for the first twenty-four (24) months, then increase to _____ % for the remaining thirty-six (36) months. *This does NOT include the sale of fuel for which a flowage fee is paid or overnight transient parking fees which will be split on a 50/50 basis between Lessee and Lessor.*
- e. With the payment of percentage fees on gross revenues, Lessee shall submit to Lessor a statement showing gross receipts from the operations of its business for the preceding month. The statement shall show such reasonable detail and breakdown as may be required by Town, including separate accounting of revenues from fuel sales on forms agreeable to Lessor.
- f. All land rental, fuel flowage, retail, and other airport fees shall be paid monthly, for the previous month's charges. All required financial reports must be submitted to the Town of Wickenburg Director of Finance, through the Airport Manager, on a monthly basis. The Airport Manager and Director of Finance shall have the authority to request additional reasonable reports as needed by the Town.
- g. All payments for the previous month's flowage fees and gross revenues, shall be due and payable on the 1st day of each month, or other payment date as agreed in writing, to by the Finance Department. All payments shall be made to the Town of Wickenburg, and sent to 155 N. Tegner Street, Suite A, Wickenburg, Arizona 85390.
- h. If Lessor has not received payments by the 15th day of the month, for the previous month's charges, a late charge of 10% will be applied.

- i. There will be an additional 1.0% late charge per day, starting on the 4th day of the month, for any unpaid balance.
 - j. It is expressly understood between the Lessor and the Lessee that the rate of ground rental per square foot per annum herein specified, together with the fuel flowage fee and transient parking fees, shall be subject to re-examination and readjustment at the end of each five-year period of this lease, provided that any readjustment of present rates shall be reasonable.
 - k. Lessee shall submit an annual report to the Lessor detailing all revenue and revenue generating activity at the Wickenburg Airport as detailed above. The annual report and payment shall be due by April 15th of the following calendar year. The report shall be submitted to the Lessor in a sealed enveloped labeled confidential. The envelope will be turned over to a third-party accountant who will verify that the correct fees have been paid.
6. **Insurance.** Lessee shall procure and maintain, or cause to be procured and maintained, the following types and amounts of insurance with respect to the Premises: 1) Those insurance requirements set forth in the Wickenburg Minimum Standard Requirements for Airport Aeronautical Services; and 2) Worker's Compensation insurance, as required by law, and Employer's Liability insurance in the amount stated in the Wickenburg Minimum Standard Requirements for Airport Aeronautical Services.

Each insurance policy obtained pursuant to this Section, except for Worker's Compensation and Employer's Liability policies, shall: (i) name Lessor as an additional named insured; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to Lessor not less than thirty (30) days before such cancellation or modification takes effect ten (10) days in case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of Lessor. Lessee shall not permit any insurance policy to be canceled or modified without Lessor's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies 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 Lessor.

Lessee shall deliver a certificate of insurance for each policy or self-insured letter to Lessor, in a form acceptable to Town, prior to the Effective Date and shall continue to provide such certificates or self-insured letters throughout the term of this Lease.

At any time during the term of this Lease, Lessor may, if in its reasonable determination the insurance coverage required by this Section is no longer adequate, require Lessee to increase its coverage to commercially reasonable amounts.

Lessee's insurance obligations under this Lease may be satisfied by means of "blanket" or excess policies.

In the event Lessee shall fail to procure any insurance or provide evidence of self-insurance required hereunder, Lessor may, upon written notice to Lessee, procure and maintain any or all of the insurance required of Lessee under this Section. In such event, all costs of such insurance procured and maintained by Lessor on behalf of Lessee shall be the responsibility of Lessee and shall be fully reimbursed to Lessor within ten (10) business days after Lessor advises Lessee of the cost thereof. Lessee may select deductibles or self-insured retentions to satisfy the insurance required herein.

7. **Lessee Rights.** Lessee is hereby granted the non-exclusive right and privilege to engage in business as a Fixed Base Operator at the Airport and shall be required to provide the Permitted Services in Appendix B – Scope of Work. By providing any of the Permitted Services, Lessee agrees to provide such service(s) to standards consistent with the high quality of facilities and in accordance with the current edition of the Minimum Standards Wickenburg Municipal Airport. Lessee shall also have the right to:
 - a. In common with others so authorized, to use common areas of the airport, including runway, taxiways, aprons, and roadways.
 - b. To the nonexclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas.
 - c. To install, operate, maintain, repair and store subject to approval of Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of Lessee's business as an FBO at the airport.
 - d. Of access to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
 - e. In and on the premises, to sell gasoline, oil and other lubricants, maintain and operate full aircraft servicing facilities, sell aircraft, engines, accessories and parts, and provide storage space for instruments, propellers and accessories in connection with the business.
 - f. Lessee must get proper licenses and permits from the Town, and all other governmental agencies, as well as permission from the Town, to conduct non-FBO related activities, such as providing flight instructions, providing air charter services, aircraft leasing, flying freight, or other aviation related activity.
8. **Maintenance of Buildings.** Lessor is responsible for normal maintenance and repairs to the current infrastructure of the leased Hanger __, including plumbing, electrical, and roofing, shall maintain the infrastructure in good order, and make repairs as necessary. Any additions

as a result of remodeling, shall be the responsibility of the Lessee. Lessee is responsible for maintenance of the landscape and appearance of the surrounding land premises. All waste products must be disposed of in accordance with applicable federal, state, and local regulations. In the event of fire or any other casualty, the owner of any structure so affected shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; this action must be accomplished within one hundred twenty (120) days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears an extension is warranted.

9. **Right to Inspect.** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement during normal business hours.
10. **Lease Transfer.** Lessee may not, at any time during the term of this lease, assign, or transfer this agreement or any interest therein, without the written consent of Lessor.
11. **Laws and Regulations.** Lessee agrees to observe and obey during the term of this lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and any other proper authority having jurisdiction over the conduct at the airport, including, but not limited to, NFPA 407 and FAA Advisory Circular 150/5230-4 with respect to fueling procedures. Lessee shall take all measures to prevent contamination or pollution of the leased premises by petroleum products or other containments and shall pay all costs for the treatment of storm water runoff from leased premises, which can be determined by have been caused by Lessee, now required or which may in the future be required by any local, State, or Federal agency. Lessee shall pay all taxes, licenses, costs of building permits for improvements required or authorized by this Agreement, and any other charges levied or imposed upon the rights, leasehold interests, or other property of Signature.
12. **Hold Harmless.** Lessee agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of the Lessee, his agents, servants and employees, and from all loss and damages by reason of such acts or omissions.
13. **Quiet Enjoyment.** So long as Lessee conducts his business in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges granted.
14. **Signs.** Lessee may post signs on the airport property, at the terminal, and inside the terminal building, with the approval of the Airport Manager; however, monument signs and external facility signs require the approval of the Airport Manager and the Town to ensure compliance with applicable Town codes.

15. Environmental Covenants.

- a. **Fuel Storage.** All fuel tanks, associated pumping equipment and fixtures, and related buildings and structures utilized by Lessee in the storage, pumping, and dispensing of fuel shall be continuously maintained in compliance with the national Electric Code, the National Fire Code of the NFPA, applicable codes and regulations and advisory circulars, and all other applicable local, State, Federal fire and safety codes, standards and regulations.
- b. **Fuel Spill Prevention and Cleanup.** Lessee covenants and agrees at all times during the term of this Agreement to comply with Federal, State, local regulations. Tenant shall not release or allow the release of petroleum products, hazardous or regulated materials on the Property, Premises or at the Airport. In the event Lessee, its employees, or agents shall spill, leak, or otherwise discharge any fuel onto the leased premises, or any other areas of the Airport, Lessee shall take immediate steps at its own expense to clean up, contain, and dispose of all spilled materials and comply fully with applicable regulations while engaging in such clean-up operations. Lessee shall assume the full financial and legal responsibility for properly disposing of all materials that it, its employees, agents, officers and contractors, bring upon the Property or Premises and for any necessary remedial actions. Lessee shall be solely responsible for all expenses and costs of any kind that may arise from the release, disposal and remediation of any materials, including petroleum products and hazardous or regulated substances that it, or its agents, employees or contractors, may bring onto the Property, Premises or the Airport. As used herein, “hazardous” and “regulated” materials are intended to include, but not be limited to, all of those materials that are defined as “hazardous materials,” “hazardous waste,” “hazardous substances,” and “regulated substances,” under all applicable state and federal laws regulating the use of air, water and land and the disposal or release of materials therein.
- c. Failure by Lessee to take immediate action to clean up any spills or leaks shall entitle Lessor to proceed with clean-up procedures and action; the entire expense of which shall be paid in full by Lessee within ten (10) days after notice and invoice from the Airport Manager of the actual costs incurred in such clean-up operations.

16. Fair and Nondiscriminatory Services. Lessee in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal and not unjustly discriminatory basis to all users, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

17. Title VI, Civil Rights Assurances. The Lessee, for himself, his personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or

national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

18. **Nonexclusive Rights.** It is understood by both parties that this lease agreement does not convey any exclusive rights to the FBO and within the Federal Aviation Administration's guidelines for the operation of multiple FBOs on an airfield, any FBO wishing to supply similar level of services, improvements, and who fulfills all the requirements of this agreement, the Aeronautical Commercial Minimum Operating Standards, and the Airport Operating Rules, may also enjoy similar benefits to this agreement.
19. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide Assurances to the Lessor that they similarly undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
20. **Aircraft Service by Owner or Operator.** It is clearly understood by the Lessee that no right or privilege has been granted which would prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, self-fueling, maintenance and repair) that it may choose to perform
21. **Hours of Operations.** Lessee agrees to maintain operations during a schedule of hours, which schedule shall be filed with and approved by the Airport Manager. Hours of operation shall not be reduced below the minimum without written consent of the Airport Manager, except during any period when the airport is closed by any lawful authority restricting the use in such a manner as to interfere with use by the Lessee for its business operation.
22. **Control.** Lessee shall control the conduct, demeanor, and work activities of its employees, and shall be responsible for the safety of persons and property that may in any way be

affected by Lessee's business as a Fixed Base Operator at the Airport. Lessee shall not maintain in its employ any person who is objectionable to Airport management on account of said person's character, reputation, appearance, dress, or conduct. Lessee will adopt and implement a substance abuse policy in accordance with FAA requirements.

23. Airport Closings. During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to interfere with the use of same by Lessee for his business operation, the rent shall not abate, and the period of such closure shall not be added to the term of this Lease so as to extend and postpone the expiration thereof.

24. Taxes. Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which it may erect on lands leased exclusively to Lessee.

25. Airport Development. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

26. Lessor's Rights. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

27. Obstructions. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

28. Subordination to Federal Aviation Administration and State of Arizona Agreements.

Town hereby advises Lessee that Town has entered into agreements with the United States Government (Federal Aviation Administration) and the State of Arizona regarding the improvements at the Airport. Town further represents that it intends from time to time hereafter to enter into additional agreements with Governmental agencies with respect to applications for funds for improvements to be made at said Airport, as required by pertinent statutes, rules, and regulations of duly constituted governmental authorities having jurisdiction thereof. This lease shall be subordinate to the provisions of any existing or future agreement between Town and the United States or the State of Arizona, relative to the

operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Arizona.

29. Financial Disclosure. Lessee shall furnish such evidence as may be reasonably requested by Lessor to show the Lessee is financially capable of providing the services and facilities set forth in the lease.

30. Events of Default. The Lessee shall be deemed in default upon:

- a. If Lessee fails to perform or comply with any material term of this Lease and such failure continues for three (3) days after the receipt of Notice of Default from Lessor; provided, however, that with respect to any such failure which is of such nature that although curable, it cannot, with due diligence and adequate resources, be cured within three (3) days, a default shall not be deemed to exist if Lessee commences curing such failure within a forty-five (45) day period and thereafter proceeds with reasonable diligence and action to complete curing such failure.
- b. To the extent then allowed by law, if Lessee files a voluntary petition in bankruptcy which is not dismissed within ninety (90) days after the filing thereof; is adjudicated bankrupt or insolvent; files any petitions or answers seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation; seeks, consents to, or acquiesces in the appointment of any trustee, receiver, or liquidator of Lessee or of all or any substantial part of its respective property or of the pertinent portion of the Premises; makes any general assignments for the benefit of creditors; or admits in writing its inability to pay its debts generally as they become due.
- c. To the extent then allowed by law, if a petition is filed against the Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future, federal, state or other statute, law or regulation, which remains undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive), or if a trustee, receiver, or liquidator of Lessee, or of all or any substantial part of the Property is appointed without the consent or acquiescence of Lessor and such appointment remains unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive). The commencement of a proceeding for dissolution or for the appointment of a receiver.
- d. Abandonment of the leased property.

- 31. Remedies.** Subject to the notice and cure provisions set forth herein, if default exists, Lessor may exercise, in addition to its rights at law or in equity, any of those remedies set forth below:
- a. Lessor may terminate this Lease and declare all rights of Lessee ended.
 - b. Lessor may enter upon the Property as the agent of Operator/Tenant by force or otherwise, without being liable in any way therefore, and sublease or assign portions of the Premises as the agent of the Operator/Tenant at such price, upon such terms and for the duration of time as Lessor may determine, and receive the lease payments or payments thereunder, in which event Lessor agrees to use its best efforts to sublease or lease the pertinent portions of the Property.
- 32. Waivers.** No waiver or breach of any term of this Lease shall be construed as a waiver of any succeeding breach of the same or any other term.
- 33. Cancellation for Conflict of Interest Under A.R.S. § 38-511 - Cancellation of Political Subdivision and State Contracts.** This Agreement is covered by A.R.S. § 38-511 in its entirety. In brief, the state, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- 34. Indemnification and Environmental Damage.** The FBO shall indemnify, and hold harmless, the Town of Wickenburg, including its officers, officials, employees, agents and contractors.
- a. **Losses.** Lessee shall hold harmless and indemnify the Lessor (Town of Wickenburg, Arizona) from all liability, fees, costs, damages and penalties, including attorneys' fees, court costs and other legal expenses arising out of or relating to Lessee's occupation and use of Premises. Lessee agrees to indemnify Lessor for any such losses except such matters caused by or directly resulting from misconduct, misfeasance, or gross negligence of Lessor or its agents, employees or mechanics.
 - b. **Defense.** In the event that an action or proceeding is brought against Lessor reason of any such occurrence, Lessee shall, upon Lessor's request, and at Lessee's expense, resist and defend such action or proceedings, or cause the same to be resisted and defended either by legal counsel designated by Lessee or, where such occurrence is covered by liability insurance, by legal counsel designated by the insurer if so required by such insurer.

- c. **Indemnity and Hold Harmless.** Lessee further contracts and agrees to indemnify and hold Lessor harmless from and against any and all losses Lessor may suffer as a result of any fines or penalties imposed against Lessee by any Federal, State or local agency, and any loss of grant funds from the United States Federal Aviation Administration or the Arizona Department of Transportation, which may be incurred by Lessor by reason of any acts or omission of Lessee, its employees, agents, contractors, or customers while exercising the rights and privileges granted in this Lease. The provisions of this section shall apply regardless of whether Lessor has received notice, actual or constructive, of any violation that results in the fines, penalties, or loss of grant funds.
- d. **Environmental Damage.** Lessee shall indemnify and hold Lessor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatsoever kind or nature (collectively, "claims" or "damages") imposes on, incurred by, or reserved against the Lessor in any way relating to or arising out of a release of any "Regulated Substance," on, under or from the Property occurring after the effective date of this Lease ("Commencement Date") due to the occupation and use of the Property by the Lessee. For purposes of this Section, "cleanup costs" include any claims or damages in any way related to or arising out of removal, treatment, storage, disposition, mitigation, and cleanup or remedying of the Regulated Substances on, under or upon the Property.

For the purposes of this Lease, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substances," "hazardous wastes," "hazardous materials," "toxic substances," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminant," or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Clean Water Act; the Safe Drinking Water Act; the Arizona Environmental Quality Act; the Arizona Hazardous Waste Management Act and the Arizona Underground Storage Tanks Regulations Act; and any other relevant federal, local or state environmental or pollution laws, and the regulations, rules and ordinances adopted or promulgated pursuant thereto.

This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable local, state, or federal environmental laws, regulations or ordinances, or provisions thereof, regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty or strict liability on any of the

indemnities. This indemnification shall survive the expiration or termination of this Lease and/or any transfer of all or part of the Property by the Lessor.

In the event any such action or claim is brought or asserted against Lessor, Lessor shall give immediate notice thereof to Lessee, provide lessee with such reports, tests, studies, analysis, or other information the Lessor may have with respect thereto and the Lessee shall have the right: (i) to participate in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operations / businesses located on the Property; and (ii) to participate in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

35. Termination and Rights After Termination. In the event of termination for default by the Lessee or cancellation due to conflict of interest under A.R.S. § 38-511, the Lessor shall have the right at once and without further notice to the Lessee, to enter and take possession of the premises occupied by the Lessee, by force or otherwise, and expel, oust and remove any and all parties who may occupy any portion of the premises or Airport covered by this Lease, and any and all goods and chattels belonging to the Lessee or its associates which may be found, without being liable for prosecution or to any claim for damages.

Upon such termination by the Lessor, all rights, powers and privileges of the Lessee shall cease, and the Lessee shall immediately vacate any and all space occupied by it under this Lease and shall make no claim of any kind whatsoever against the Lessor, its agents or representatives, by reason of such termination, or any act incident thereto.

In the event of termination for any cause which is determined by the Lessor to be beyond the control and without the fault or negligence of the Lessee, payment to the Lessor hereunder shall immediately cease, and the Lessee shall be entitled to have monies which have been prepaid or advanced to the Lessor predicated on occupancy of the premises to the end of the period, if any, refunded by the Lessor. The Lessee shall, in addition to other rights provided for by law, be permitted to remove his operating facilities, merchandise, etc., in a manner and at a time agreed upon by the parties.

36. Governing Law, Attorneys' Fees, Waiver of Jury Trial. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Arizona, with venue for any action hereunder the Arizona Superior Court in Maricopa County, Arizona. If either Party resorts to legal action to enforce any Agreement term or to recover damages for the breach thereof, the prevailing party is entitled to recover reasonable attorneys' fees in addition to the amount of judgment, costs and other expenses as determined by the court and not a jury.

37. Lessor Responsibilities – Lessor shall:

- a. As part of the lease, provide access to the Wickenburg Airport Terminal Building, associated hangars, adjacent land areas, transient aircraft tiedowns, and parking areas, as generally depicted in the attached Airport Layout Plan View.
- b. Be responsible for airport utility costs excluding Hangar ___.

38. Lessee Responsibilities – Lessee shall:

- a. Be responsible for maintenance in and around Hangar ___, including the area adjacent to the hanger (sides and back) and general field maintenance (trash pick-up, foreign object debris removal, inspection of bathrooms in the terminal and ___ Hangar, etc.).
- b. Be responsible for maintenance and upkeep on all Town owned fuel tanks.

Obtain any applicable business permits and licenses.

Appendix A: Airport Layout Plan View

Appendix B: Scope of Work

Appendix C: Airport Fee Schedule

Appendix C Airport Fee Schedule

Dept	Fee Description	2025-26 Fee	Unit of Measure
Airport	After hours fuel call out	\$100.00	Per call out
Airport	Turbine and Jet Ramp Landing Fee	\$50.00	Per landing - Fee may be waived with minimum purchase of 100 gallons of fuel
Airport	Glider Tie-Down (Monthly)	25.00	Per tie-down
Airport	Glider Tie-Down (Daily)	\$4.00	Per tie-down
Airport	Helicopter Tie-Down (Monthly)	\$33.00	Per tie-down
Airport	Helicopter Tie-Down (Daily)	\$5.00	Per tie-down
Airport	Jet Engine Tie-Down (Monthly)	\$100.00	Per tie-down
Airport	Jet Engine Tie-Down (Daily)	\$25.00	Per tie-down
Airport	Single Engine Tie-Down (Monthly)	\$30.00	Per tie-down
Airport	Single Engine Tie-Down (Daily)	\$5.00	Per tie-down
Airport	Turbine Engine Tie-Down (Monthly)	\$50.00	Per tie-down
Airport	Turbine Engine Tie-Down (Daily)	\$15.00	Per tie-down
Airport	Twin Rotor Helicopter Tie-Down (Monthly)	\$100.00	Per tie-down
Airport	Twin Rotor Helicopter Tie-Down (Daily)	\$60.00	Per tie-down
Airport	Twin Engine Tie-Down (Monthly)	\$40.00	Per tie-down
Airport	Twin Engine Tie-Down (Daily)	\$8.00	Per tie-down
Airport	Ultra light Tie Down (Monthly)	\$25.00	Per tie-down
Airport	Ultra light Tie-Down (Daily)	\$4.00	Per tie-down