

TOWN OF CHATHAM AIRPORT COMMISSION

CONTRACT FOR

CHATHAM AIRPORT MANAGEMENT SERVICE AGREEMENT

DATE: June 13, 2016

This Contract (hereinafter "Contract" or "Agreement") is entered into on, or as of, January 1, 2017 by and between the Town of Chatham Airport Commission (hereinafter the "Commission"), 549 Main Street, Chatham, MA 02633 (on behalf of the inhabitants of the Town of Chatham) and Cape Cod Flying Circus, Inc., (hereinafter the "Manager").

1. This is a Management Service Contract for the following:

The management of the Chatham Airport (hereinafter the "Airport"), located at 240 George Ryder Road Chatham, MA 02633. There is no lease of real estate involved in this agreement. This is a ten year service contract only, and the term shall be from January 1, 2017 to January 1, 2027, with an option to extend for an additional term of at least five years, provided that the Manager provides written notice of its desire to extend at least six months prior to termination of the initial Contract term and a satisfactory agreement as to terms for extension is reached between Commission and Manager.

2. The Contract compensation paid to the Commission & Manager is as follows:

2.1 The Manager will make twelve (12) equal monthly payments beginning in January 2017 to the Commission an annual total amount of thirty five thousand dollars and zero cents (\$35,000) for the first year of the contract (2017). The total annual compensation paid to the Commission shall escalate by the amount of the Boston Area Consumer Price Index for all Urban Consumers (not seasonally adjusted) percent increase from the prior year as of December 31, with the first escalation beginning on December 31, 2017. In the event that the monthly installment payment is not received by the Commission by the fifteenth (15th) of any month, upon written notice to the Manager, the Commission reserves the right to impose a late penalty of five percent (5%) of the unpaid monthly installment. In the event the monthly installment payment has not been received by the thirtieth (30th) of any month in which due, it shall constitute a default under the Agreement and the Commission may terminate this agreement.

2.2 All income derived from the operation of the airport, including Commission

approved concession agreements will accrue to the Manager with the exception of the following items which will accrue to the Commission:

- a) Lease or purchase monies from 12 Commission built, tan T-Hangars built in the year 2000.
- b) Lease/rental monies from Fisherman storage plots existing on N.E. airport property.
- c) Lease/rental monies from sewage pumping station land plot located on S.W. airport property
- d) Lease/rental monies from VFW utilized athletic ballfield land.
- e) Lease/rental monies on airport property of non-aviation related business or land use, excepting café/restaurant.

2.3 There shall be no further costs, fees or reimbursable charges due the Manager under this Contract unless said fees and/or costs were advanced by the Manager (with Commission request /approval) for expediency of repair or vendor payment for items or services listed as "Commission" responsibilities in this contract.

2.4 The Manager recognizes and agrees that neither this Agreement nor any aviation related concession agreements permit or grant exclusive use rights.

2.5 The Manager shall be allowed to issue aviation service-related Concession Agreements. Each such Concession Agreement shall terminate upon or before the termination of this Management Service Agreement. All such Concession Agreements shall be approved in writing by the Commission and the Town Manager before they become effective. The Commission reserves the right to relocate and/or to approve or disapprove the location of any concession operation. Concession agreements shall not contain exclusive use provisions. Concession Agreements shall contain provisions for insurance acceptable to the Commission, naming the Commission and Manager as co-insured.

3. **[DELETED]**

4. **Manager Responsibilities:**

The Manager agrees:

4.1 To designate a qualified, as determined under Massachusetts Department of Transportation - Aeronautics Division ("MassDOT") rules, Airport Manager during the

entire term of this Agreement. Said Manager or his representative will attend all regular Commission meetings and present a written report of the activities at the Airport for the previous month. Such report shall include, but not be limited to, matters that have caused or might cause a legal and/or operation problem with respect to the Airport or the Commission. (See Exhibit A for Airport Manager Job Description, which is incorporated by reference as if fully set forth herein.) In case of emergency or other issue that cannot wait for next Commission meeting, the Manager will notify the Commission Chair as soon as possible.

4.2 To operate said Airport in accordance with all applicable Federal, State and local statutes, laws, bylaws the rules/regulations and orders established by the Federal Aviation Administration ("FAA"), the Massachusetts Department of Transportation-Aeronautics Division ("MassDOT") and the Commission, including any minimum airport standards adopted thereby.

4.3 To obtain and maintain insurance for the term of this Contract with the Manager and the Town of Chatham Airport Commission named as co-insureds on all policies, the following insurance coverages in the following amounts:

- a) Public Premise Liability Insurance: In an amount not less than one million dollars (\$1,000,000) per occurrence, with three million (\$3,000,000) aggregate for personal bodily injury.
- b) Property Damage Insurance: In an amount not less than five hundred thousand dollars (\$500,000) for damage as a result of any one accident and in an amount not less than one million dollars (\$1,000,000) for damages as a result of all accidents.
- c) Workers Compensation Insurance: The Manager shall be required to provide Workers Compensation Insurance for his/her employees in accordance with Massachusetts State Law to any persons employed by it under this Agreement.
- d) Product Liability: The Manager will carry product liability coverage on aircraft fuel, naming the Commission as co-insured at the Manager's expense.

Copies of the policies of insurance shall be delivered by the Manager to the Commission at the signing of this Agreement and annually a Certificate of insurance evidencing such coverage shall be submitted. All above policies shall name the Town of Chatham as co-insured.

4.4 Pay the said monthly installment payments at the times and in the manner aforesaid.

4.5 That aircraft fuel and oil will be available for sale from 8:30 a.m. until the end of normal business hours, considered to be 5:00 p.m., seven (7) days a week, year round on Visual Flight Rules (VFR) days. Available fuel shall consist of, at least, 100LL AvGas (or its replacement). Providing Jet A fuel is optional. With approval of the Commission and as permitted by fire code, EPA regulations etc. other fuels may be sold at the Manager's discretion.

4.6 The Manager may obtain, maintain and use a fuel truck to refuel aircraft on the apron or tie down areas if he/she so desires.

4.7 To provide all routine interior housekeeping and maintenance for the structures on Airport premises keeping them in a clean, safe and usable condition. Specifically, this requirement shall apply to the Admin/Main Hangar building, Back Hangar, Green T-Hangars and SRE building.

4.8 To maintain and provide replacement of electric bulbs for the Admin and two main hangar buildings.

4.9 To perform all exterior grounds keeping services. The manager shall also be responsible for monitoring the growth of the underbrush on the airport premises and notifying the Commission when it requires attention.

4.10 The Manager will be responsible for supplying the labor/manpower to perform grass cutting and snow plowing with Commission owned and/or Commission supplied equipment. The Manager shall be responsible for snow clearing all taxiways and paved parking areas, excluding the main runway. The Town of Chatham Highway Department will be responsible for supplying snow removal equipment and labor for the main runway within 24 hours of each snowfall event. Should the Airport acquire its own snow removal equipment, the Manager will then be responsible for clearing the main runway.

4.11 The Manager is responsible for keeping the active aircraft operating areas (runway, taxiways, taxi lanes, and aprons) free of debris and sand.

4.12 To maintain, repair and service, at Commission expense, all Commission-owned airport equipment such as the truck, plow, tractor, landscaping equipment and all attachments thereto, as instructed in the manufacturer's specifications. The Manager will provide the Commission a semi-annual report of the condition of this equipment.

4.13 To pay the following utility costs and hold the Commission harmless from any liability on account thereof:

- a) Water & Sewer - Main Administration and Maintenance Hangar building.

- b) Electric - Main Administration and Maintenance Hangar bldg., Back Storage Hangar building., Green T-Hangars (excluding runway & taxiway lights, rotating beacon, wind sock, PAPI, and other outdoor lighting).
- c) Natural gas – For Main Administration and Maintenance Hangar bldg.
- d) Interior Fire Extinguishers - inspection/certifications.
- e) e) Telephone – 2 lines (508-945-2363 & 508-945-5747)

4.14 To pay all taxes, insurance premiums, and all other charges against the stock and fixtures, all inventory and other personal property on the airport premises belonging to the Manager during the term of this Agreement or any renewal or extension thereof.

4.15 Grant access to agents of the Commission for the purpose of reviewing the premises to ensure compliance with this Agreement or to show the Airport to persons who may wish to enter into a Management Service Agreement with the Commission upon termination of this Agreement or any extension thereof.

4.16 The Manager agrees to provide for and maintain an airport emergency contingency plan, perform safety inspections of the airfield with the necessary notices of unsafe operating conditions observed by the Manager to the Commission and to the FAA for notices to airmen. The Commission agrees to cooperate with the Manager in planning and implementing such plans.

4.17 The Airport will be staffed from 8:30am until the end of normal business hours, considered to be 5:00pm, seven (7) days a week, year round on Visual Flight Rules (VFR) days. Emergency contact numbers will be posted and a list provided to the Airport Commission Chairman and Chatham Police Department.

4.18 The Manager shall be responsible for securing the Airport premises during nonbusiness hours, including all gates affording entry to the premises.

4.19 Any alterations to the property owned by the Commission and the construction of any new structures will be allowed only by written consent of the Commission and shall become the property of the Commission at no cost to the Commission. Any structures added by the Manager will conform to the latest laws, rules, regulations, building codes, and policies imposed by governmental bodies having jurisdiction there over, and the title to any such structures at the termination of the agreement will be transferred to the Commission at no cost.

4.20 To provide aircraft and facilities on a year-round basis for flight training and

sightseeing flights. This does not necessarily have to be provided by the Manager's equipment or personnel.

4.21 To provide facilities and qualified personnel to perform maintenance on what is known as general aviation light aircraft. This does not necessarily have to be provided by the Manager's equipment or personnel.

4.22 Regardless of weather conditions, the airfield shall be visited and inspected at least once a day by the Manager or his/her designated representative. A daily inspection log will be maintained in the Manager's office and made available to the Commission on demand. (The existing SWPPP log could be modified and used for this purpose.)

4.23 The Manager will be responsible for monitoring and regulating vehicular and pedestrian traffic on the Airport property. At the end of each business day, all vehicular gates shall be closed and locked. The Manager will put in place and maintain a system that allows tenants access to their aircraft after business hours. The Manager will not overload any parts of the premises as to weights or other capacities so as to cause damage to any parts of the premises.

4.24 The Manager agrees to have a hazardous waste material removal plan that ensures compliance with applicable Federal, State and Town requirements.

4.25 The Manager is responsible for implementing the provisions of the Storm water Pollution Prevention Plan (SWPPP), which includes, but is not limited to, monitoring storm water quality/runoff and making the results of that monitoring available to environmental oversight personnel. The Manager shall also be responsible for performing any other SWPPP-related inspection duties as required.

4.26 If it is determined to be feasible and desirable by the Commission, the Manager may have available air charter facilities as provided in FAR 135. These facilities do not necessarily have to be provided by the Manager's equipment or personnel.

5. Commission Responsibilities:

5.1 The Commission will maintain all aviation-related items such as runway lights, runway signs, rotating beacon, and wind cone, sock, PAPI, VHF, CTAF/UNICOM radio system, GARD system, backup generators or any other navigational aids installed and owned by the Commission.

5.2 The Commission agrees to perform non-FAA and/or non-State funded maintenance and repair of paved and unpaved surfaces for the airport premises. This includes vehicle parking lot(s), gravel driveways (SRE bldg.), gravel roadway leading to T-Hangars as well as T-Hangar aprons, etc.

5.3 The Commission agrees to provide and maintain storage and dispensing facilities for aviation fuel. Any fuel truck would be the Manager's responsibility to obtain and

maintain (see 4.6). The Manager agrees to pay for any dispenser maintenance, including that required for pump hoses, nozzles and filters required for such facilities.

5.4 The Commission is responsible for all exterior building maintenance including cosmetic, fire alarm, structural, electrical, piping and septic repairs required with respect to the Admin/Main Hangar building, Back Hangar, Green T-Hangars, Fuel Farm, ten tan T-Hangars(built in 2000) and SRE building.

5.5 The Commission will maintain and provide replacement electric lights for the Fuel Farm and SRE building.

5.6 The Commission will be responsible for any interior structural, electrical or piping/plumbing, (excluding toilet and sink), septic/sewer repairs.

5.7 The costs of repairs and service for Commission-owned airport support equipment including, but not limited to, the truck, plow, tractor, landscaping equipment and all attachments are to be paid by the Commission.

5.8 The Commission is responsible for expeditiously removing large obstructions, such as trees, on the premises that would hamper the safe operation of the facility.

5.9 Perimeter fencing maintenance including electronic access gate and any tree/underbrush clearing along the fence line will be provided by the Commission.

5.10 The Commission agrees to pay the following utility costs:

5.10.1 Alarm Systems for SRE and Main Administration Buildings and Tan T-hanger Pump Room (10 tan T-hangars built 2000).

5.10.2 Exterior facility Fire Extinguishers - inspection/certifications

5.10.3 Electric – SRE Building, 10 tan T-hangars (built 2000) buildings including pump room, Navigation Equipment including ASOS, runway lights, windsock, exterior lights.

5.10.4 Natural gas – Commission T-Hangar Pump Room (10 tan T-hangars built 2000) building and standby generators.

5.10.5 LP Gas – SRE building

5.10.6 Telephone – 3 lines (508-945-9000 Lobby/alarm), (508-945-2061 – Lobby backup alarm), (508-945-2385 T-Hanger Pump Room alarm)

6. At the termination of this contract, the Commission will give the Manager twenty (20) days within which to remove all merchandise and equipment belonging to the Manager, which the Manager shall so remove.

7. **Permits and Approvals:**

Permits, Licenses, Approvals and all other legal or administrative prerequisites to the Manager's performance of the Contract shall be secured and paid for by the Manager.

8. **Rights of the Commission:**

8.1 The Commission reserves the right to further develop or improve the Airport and its landing area as it, in its sole discretion, deems appropriate, , regardless of the desires or views of the Manager and without interference or hindrance from the Manager, provided such development or improvement comports with applicable FAA, MassDOT, Federal, and State law and regulations.

8.2 This Agreement shall be subordinate to the provisions and regulations of any existing or future agreement between the Commission and the United States or Commonwealth of Massachusetts, relative to the development, operation, or maintenance of the Airport.

8.3 The Manager agrees to comply with the notification and review requirements covered in Part 77 of the Code of Federal Regulations in the event any future structure or building is planned for the premises or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

8.4 It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of section 308 of the Federal Aviation Act.

8.5 There is hereby reserved to the Commission, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for the navigation or flight through the said airspace or landing at, taking off from, or operation on the Chatham Municipal Airport.

8.6 The Manager, by accepting this Agreement, expressly agrees that it will not erect or permit the erection of any structure or object on the- premises that might interfere with Airport operational safety. In the event the aforesaid covenant is breached, the Commission may enter the premises and remove the offending structure or object, all of which shall be at the expense of the Manager.

8.7 The Manager, by accepting this agreement, agrees that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Chatham Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Commission may forthwith take action to eliminate any such interference at the expense of the Manager.

8.8 This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, relative to the control, operation, and regulation of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

9 Mutual Covenants and Agreements by the Commission and the Manager:

9.1 This Contract shall be performed by the Manager in accordance with the provisions of this contract document commencing on or before January 1, 2017 for a length of ten (10) years with an option to extend for an additional term of at least five years, provided that the Manager provides written notice of its desire to extend at least six months prior to termination of the initial Contract term and a satisfactory agreement as to terms for extension is reached between Commission and Manager.

9.2 Destruction Clause

The Manager and the Commission hereby covenant and agree that if any buildings and other property of the Commission on the premises covered under this Agreement shall be damaged or destroyed such that the operation of the Airport is substantially reduced, the Commission may, at its discretion, repair and/or rebuild the same pursuant to such plans as it shall deem appropriate.

9.3 Notice

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been given at the time of actual receipt or five (5) business days after the date of a certified or registered mailing properly to the respective addresses below.

Town of Chatham Airport Commission
549 Main Street
Chatham, MA 02633
Fax: 508-945-3550

Cape Cod Flying Circus, Inc.
240 George Ryder Road
Chatham, MA 02633
Fax: 508-945-9599

The Manager may change said address by mailing to the Commission notice of the change at least ten (10) days prior to said change.

9.4 Damage of Personal Property on Premises

Any damage to any merchandise, fixtures, effects, and property of every kind, nature, and

description of the Manager in and/or on the Airport premises shall be at the sole risk and hazard of the Manager. No part of such loss or damage is to be charged to or be borne by the Commission unless the damage/loss is caused by a structural defect reasonably known to or discoverable by the Commission the failure of the Commission to make structural repairs after notice from the Manager.

9.5 Liens

The Manager shall not do or suffer anything to be done whereby the land and any building of the Commission may be encumbered by any liens except as herein authorized, and shall, whenever and as often as any lien is filed against such property, discharge the same of record within ten (10) days after the date of filing. Notice is hereby given that the Commission shall not be liable for any labor or materials furnished or to be furnished to the Manager upon credit.

9.6 Conditions of Premises

While this Agreement remains in force, the Manager will keep and maintain said premises at all times in a safe and functional condition and repair, ordinary obsolescence from reasonable use excepted, and shall keep premises neat and clean at all times.

9.7 Construction

No construction shall take place on the premises without written consent of the Commission, which shall not be reasonably withheld. The Manager shall provide the Commission, with reasonable advance notice, of intent to construct, together with such plans and specifications as the Commission may reasonably require. All such construction will be subject to prevailing state building codes.

9.8 Regulations

a) The Manager agrees to comply with all state, federal, and local environmental, land use, and other regulations applicable to the Manager, the Commission, and the premises.

b) This Contract will be construed and governed by the provisions of applicable federal, state and local laws, statutes and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control.

9.9 Waste Disposal

No waste material or refuse shall be dumped on or be permitted to remain on the Airport premises, outside of any building thereon. The Manager shall be responsible for trash disposal.

9.10 Signs

Any billboards, signs, or other exterior advertising must conform to the Town of Chatham Sign Code and require a current sign permit.

9.11 Fences and Walls

No fences, walls, or hedges may be placed on the Airport premises without consent in writing of the Commission, which consent will not be unreasonably withheld.

9.12 During such times the Airport is closed to air traffic due to runway reconstruction, ramp reconstruction, fuel farm replacement, or other such revenue impacting construction, at the request of the Manager, the Manager's monthly installment payment will be reduced by an appropriate sum, being pro-rated for each day the conduct of the Manager's business is materially restricted.

9.13 Termination and Default:

a) For Cause. If the Manager is determined by the Commission to be in default of any term or condition of this Contract, which default is not cured within twenty-one (21) days of written notice thereof from the Commission to the Manager, the Commission may terminate this Contract upon seven (7) days' notice by providing notice to the Manager, which shall be in writing and shall be deemed delivered and received when presented in person to the Manager, or when received by express mail, certified mail return receipt requested or delivered by any other appropriate method evidencing actual receipt by the Manager.

b) Default. The following shall constitute events of a default under the Contract:

Any material misrepresentation made by the Manager to the Commission; 2) any failure to perform any of the Manager's obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Manager's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment due to a reason or circumstance within the Manager's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Commission, (iv) failure to promptly remedy, within a reasonable time, the services that were rejected by the Commission as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Manager's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal or state law and/or regulations, and Town Bylaw and/or regulations.

9.14 The Manager's Breach and the Commission's Remedies:

Failure of the Manager to comply with any of the terms or conditions of this Contract

shall be deemed a material breach of this Contract, and the Commission shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract.

The Commission may retain from any sums due to the Manager for services provided hereunder, the whole or any part of the amount of expenses, losses and damages incurred by the Commission as a consequence of procuring services as a result of any failure, omission or mistake of the Manager in providing services as provided in this Contract.

9.15 Certification of Tax Compliance:

This Contract must include a certification of tax compliance by the Manager, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

9.16 Non-Discrimination/Affirmative Action:

The Manager, for itself, its employees, agents, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:

1. No person, on the grounds of race, color, national origin, or sex shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
2. In the construction of any improvements on, over, or under such land of the Airport and the furnishing or service thereon, no person on the grounds of race, color, national origin, or sex shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination;
3. The Manager shall use the Airport in compliance with all other requirements imposed by or pursuant to Title A9, Code of Federal Regulations; Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.
4. In the event of a breach of any of the above nondiscrimination covenants, the Commission shall have the right to terminate the Contract.
5. The Manager shall furnish its own accommodations and/or

services on a fair, equal, or not unjustly discriminatory prices for each unit or service; provided that the Manager be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

6. Noncompliance with Provision 3, above, shall constitute a material breach of the Contract, and in the event of such noncompliance, the Commission shall have the right to terminate the Contract, or at the election of the Commission or the United States, either or both said Governments shall have the right to enforce provisions 1,2 and 3.

7. The Manager assures that it will undertake an affirmation action program as required by 14 CFR, part 152, Subpart E, to ensure that no person shall, on the basis 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 Manager 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 the Subpart. The Manager assures that it will require that its sub-organizations provide assurance to the Manager that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR, part 152, Subpart E, to the same effect.

8. The Manager agrees that it shall insert the above five (5) provisions in any agreement, contract, or other instrument by which said Manager grants a right or privilege to any person, firm, or corporation to render accommodations and/or premises at the airport.

9.17 Assignment

The Manager shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Commission, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Commission.

9.18 Condition of Enforceability Against the Commission:

This Contract is only binding upon, and enforceable against, the Commission if: (1) the Contract is signed by the Commission, (2) signed by the Town Manager, and (3) endorsed with approval by the Town Counsel as to form.

9.19 No Employment

The Manager acknowledges and agrees that it is acting as an independent Contractor for

all services rendered pursuant to this Contract, and neither the Manager, nor its employees, agents, servants nor any person for whose conduct the Manager is responsible shall be considered an employee of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

9.20 Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

9.21 Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

9.22 Form and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

9.23 Binding on Successors

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Manager). Neither the Commission nor the Manager shall assign or transfer any interest in the Contract without the written consent of the other.

9.24 Entire Agreement

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

9.25 Financial Review.


The Manager will provide annually a copy of the profit & loss statement and IRS Form 1120, US Corporate Income Tax for Cape Cod Flying Circus, Inc. (The Manager) for distribution to and review by the Airport Commission Chairman and Town Manager for purposes of policy development. The financial documents and information provided by The Manager shall be considered confidential proprietary material to the fullest extent permitted by G.L. c.4, §7 (26) (g).

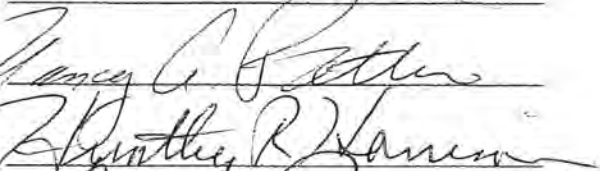
9.26 The Manager understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, may be applicable to the Manager with respect to the services required to be provided under this Contract. The Manager and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

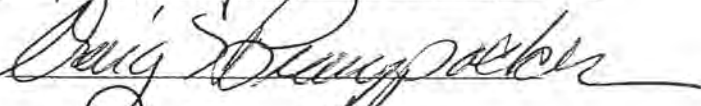
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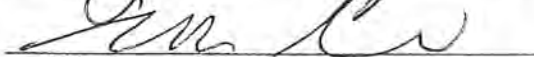
In WITNESS THEREOF, said Commission and Manager have caused this agreement to be duly executed the date first written on Page 1 of this document.

~~FOR THE TOWN OF CHATHAM~~
CHATHAM AIRPORT COMMISSION

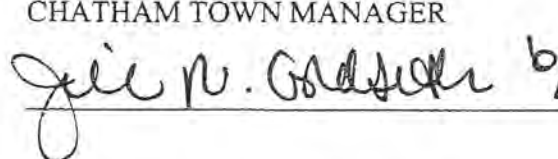








CHATHAM TOWN MANAGER

 6/14/16

CAPE COD FLYING CIRCUS, INC.



APPROVED AS TO FORM:



Chatham Town Counsel

EXHIBIT A

DESIGNATED AIRPORT MANAGER JOB DESCRIPTION

PROPERTY MANAGEMENT, COMMUNICATION AND PUBLIC RELATIONS

Subject to the direction and authority of the Chatham Airport Commission, the individual designated as Airport Manager pursuant to paragraph 4.1 above is responsible for management of the Airport including the specific duties and undertakings set forth below.

1) AVAILABILITY:

The Airport Manager's normal working hours shall be 9am to 5pm Monday through Friday and available on call, during all airport operating hours and during special events as required by the Commission. The Manager shall attend all scheduled Commission meetings. The Manager shall be available to coordinate activities and projects with the Commission, FAA, MassDOT, government officials, and contractors hired by the Commission.

2) SUPERVISION OF DAY-TO-DAY OPERATIONS:

Subject to the policies, orders, and/or instructions of the Commission, The Airport Manager shall be responsible for day-to-day supervision of the Airport.

3) RULES AND REGULATIONS:

a) The Airport Manager shall operate said Airport in accordance with all applicable rules/regulations established by the FAA, MassDOT Aeronautics (702 CMR) and the Commission.

b) Except when operations are specifically authorized by state or federal authority, The Airport Manager shall have authority to suspend flying operations on or from the airport, when in his/her opinion the condition of the landing areas might make such operations unsafe.

c) The Airport Manager shall be responsible for the observance in his/her operations at the airport of the laws governing aeronautics and the rules and regulations adopted or approved thereunder. The Commission and Airport Manager acknowledge that other airmen and operators at the airport are obligated to observe aeronautical laws, rules, and regulations applicable to their respective operations and use of the airport and shall be subject to the enforcement authority of Massachusetts Department of Transportation and the Federal Aviation Administration.

d) The Airport Manager shall designate a person whom he/she deems competent and whom he has instructed on action to be followed in emergency situations to act in his stead at such times as he/she shall be absent from the airport.

e) The Airport Manager shall report to the Commission, FAA & MassDOT in a timely manner all observed infractions of aeronautical regulations and/or accidents on the airport and implement actions and/or orders of the Commission in response thereto.

f) Ensure all airport users and tenants follow the applicable rules, regulations and operating procedures that are established by the Commission.

4) PLANS & PROCEDURES:

The Manager is responsible to recommend changes and for updating, and keeping current the following procedures. All changes must be approved by the Commission.

- a) Emergency and Disaster Plan and Check List
- b) Noise Abatement Procedure
- c) Snow Removal Plan
- d) Storm water Pollution Prevention Plan
- e) Airport Policies & Procedures
- f) Security Plan
- g) Airport Comment Log
- h) Other procedures that may be added in the future

5) INSPECTIONS, MAINTENANCE and OPERATION of AVIATION SUPPORT FUNCTIONS:

The Manager shall determine when repairs or alterations to the Airport are necessary to maintain compliance with applicable town, state and federal regulations and to make recommendations to the Commission to correct said deficiencies. The Manager shall perform all aviation support functions consistent with normal airport operating practices, MassDOT and FAA regulations under direction of the Commission, including the following:

- a) MAINTENANCE: the Manager shall be responsible for operation and insuring maintenance of all airport aprons, runways, taxiways, ramps, walkways, and access roads; runway and taxiway light damage or misalignment.
- b) PAVED AREAS: The Manager shall ensure that all Airport pavements, pavement markings, tie-downs are kept in good condition.
- c) SNOW and ICE: The Manager shall ensure that snow and ice are expeditiously removed from all existing aprons, runways, taxiways, ramps, walkways, and

access roads so that the airport remains open or can be re-opened as soon as possible following a weather event.

- d) FOREIGN OBJECTS: The Manager shall ensure prompt cleaning and removal of all foreign objects from all existing aprons, runways, taxiways, ramps, roads, walkways and aircraft parking areas.
- e) NAVIGATION AIDS: The Manager shall ensure that all airport navigation aids are maintained and kept in good working order.
- f) UNICOM: The Manager shall be responsible for maintaining and operating the UNICOM base station and portable units, as conditions dictate.
- g) UNUSUAL CONDITIONS: The Manager shall immediately report any unusual incidents or occurrences such as hazardous waste spill, theft or vandalism to the Commission Chairman and appropriate local, state, and federal authorities.

6) SCHEDULE of CHARGES:

The Manager will ensure that all Airport tenants price and post their schedule of charges, for services in a conspicuous location. Negotiate with tenants, concessionaires and prospective users of Airport facilities, formulate fees, rental rates, and terms and conditions for lease and/or use of Airport facilities.

7) ISSUE RESOLUTION:

- a) Participate as an adviser to the Airport Commission.
 - b) Act as principal liaison officer for the Chatham Airport Commission in an advisory role on matters with Federal, State, and local governments, other segments of the aviation industry, and various military and civic groups.
 - c) Work, under direction of the Commission, to resolve any issues that may arise with respect to Airport policies or procedures.
 - d) Maintain positive communication and relationships with Airport users & neighboring community.
 - e) Develop & maintain comment log process to capture and respond to questions and comments.
- 8) Promote, maintain, develop and encourage air commerce, general aviation and aviation-related industries in the Cape Cod area.
- 9) Assign responsibility and delegate authority as necessary to ensure an efficient and effective Airport operation on a 24-hour, 365 day-a-year basis.

10) EMERGENCY RESPONSE:

The Manager shall be required to respond to an emergency and have Key Personnel, on site within thirty (30) minutes from notification by Airport or Emergency Response Personnel, of an emergency at the airport. The Manager shall keep current and provide to the Commission Chairman an 'on-call' roster of Key Personnel contact information.

11) Review applications from prospective lessees and process appropriate leases for buildings, ground space and concessions.

12) Assist the Commission in the preparation of reports covering operations on the Airport.

13) LIASON:

The Manager presents the Airport operations activities at Airport Commission meetings and conferences on matters pertaining to aviation and acts as liaison officer between the Chatham Airport Commission and other governmental agencies on Airport matters.