

50 Airport Road, Suite
180 Morristown
Municipal Airport



FTCFBO@FTCFBO.COM

973-401-0106

FTCFBO, LLC. USER AGREEMENT

User Information:

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Contact Person _____

Phone _____ Email _____

Start Date _____ Fee per movement (see Terms of Use #5):

SHJ \$721.00

HJ/MJ\$309.00

LJ/HT\$258.00

MTP \$206.00

Accepted by User:

Accepted by FTCFBO, LLC.

Authorized Signature: _____

Authorized Signature: _____

Print Name _____

Print Name _____

Terms of Use:

1. **MMUFTC**, LLC., dba **FTCFBO**, LLC. (Facility Operator) is the Owner/Lessee and Operator of 50 Airport Road, Morristown, New Jersey, pursuant to a lease with D.M. Airport Developers, Inc. (DM). The Facility Operator hereby authorizes to the User to use the Facility, which includes Suite 170 (Customer and Crew Lounge) and the adjacent aircraft ramp.

2. **Use.** User will use the Premises for transitioning its customers to and from its aircraft arriving and departing at MMU. User shall coordinate in advance the arrival of its aircraft and assure that the operators of its aircraft are familiar with the rules, regulations, and procedures of the Facility and the Airport, especially that all jet aircraft are to approach the ramp area only from Taxiway Lima to Taxiway Kilo and depart the ramp area only from Taxiway Kilo to Taxiway Lima.

3. **Term.** The term of this User Agreement shall commence on the date above and continue until terminated by either the User or the Facility Operator.

4. **Fuel.** The price of fuel shall be \$1.55 per gallon above Facility Operator's Cost. Facility Operator's cost includes 1) the cost of fuel per Exxon Invoice to DM, 2) a Fuel Markup Fee charged by DM, 3) a Crash Fire and Rescue Surcharge, 4) Federal Excise Tax, and 5) NJ Gross Receipts Tax, 6) User's vendor credit card fee. Prist is an additional \$0.04 per gallon. Facility Operator will provide fuel for User's aircraft as required during the normal business hours of 7 am to 6 pm, seven days a week. After hours fueling services will be provided upon one hour's advance notice. User may purchase fuel from Facility Operator provided that a valid user agreement exists between the parties and the aircraft is not based elsewhere at the MMU. User may not fuel its aircraft on the Premises with fuel from any provider other than the Facility Operator.

5. **Fees.** User agrees to pay to the Facility Operator a per movement fee specified above, plus User credit card fee, payable by credit card on arrival of each aircraft. Any landing fees imposed by the Airport shall be paid directly to DM per instructions on their invoice. Overnight parking on the Ramp or in a Hangar (if available) are not included in the per movement Fee and will be charged at the rates in effect at the time.

6. **Indemnification.** User hereby indemnifies and holds Facility Operator, DM, and the Town of Morristown ("Morristown") harmless from *any* claim, loss, damage or expense in any way related to User's use of the Premises and the security of the Premises. The Facility Operator shall not be responsible or liable for any damage or injury to any property or to any person or persons at any time on or about the Premises, arising from any cause whatsoever, unless occasioned by Facility Operator's willful act or grossly negligent act or omission. Facility Operator shall not be responsible for *any* loss or damage to User's possessions, including, without limitation, furniture, equipment, improvements, or aircraft. The User shall not hold the Facility Operator, Morristown, or DM in any way responsible or liable therefor and will indemnify and hold the Facility Operator, Morristown, and DM harmless from and against any and all loss, costs, claims, liabilities (including statutory liabilities and liabilities under workmen's compensation laws), penalties, damages, expenses and judgments, including, without limitation, attorneys fees, arising from injury to persons or property of any nature and also for any matter or thing growing out of any act or neglect on or about the Premises by User, User's partners, agents, employees, customers, invitees, contractors and subcontractors and/or growing out of the User's use of the Facility, or of any of the Common Areas of the Entire Premises. These provisions shall survive termination of this Agreement. User represents that its operations contemplated under this Agreement conform to the requirements of any and all governmental authorities having jurisdiction.

7. **Insurance.** User represents that it will maintain at its sole cost and expense, during the term of this Agreement and for the mutual benefit of the Facility Operator and the User, insurance appropriate to User's operations and use of the Facility. Proof of such insurance shall be provided at Facility Operator's request.

8. **Rules and Regulations.** User shall be subject to any procedures, rules and regulations of Facility Operator, now in effect and as may be amended from time to time. In addition, User shall be subject to any rules and regulations promulgated by the Morristown Municipal Airport, now in effect or in the future and as may be amended from time to time. User understands and acknowledges that its failure to abide by such Rules and Regulations may subject it to enforcement action by the Airport, including requiring Facility Operator to terminate the User's activities at the Facility until User, in conjunction with Facility Operator and DM, has adopted and implemented measures to ensure compliance with such conditions and restrictions.

The FAA and DM, as a condition of approval of the use of the facility as contemplated herein, have mandated the following operational restrictions:

- (i) Any airplane of Design Group III or higher shall be towed in and out of Taxilane "K" and the FTC apron area and shall not be self-powered.
- (ii) Taxilane "K" Object Free Area (115' wide) must remain clear of objects at all times.
- (iii) All jet aircraft shall approach the ramp area from Taxiway Lima to Taxiway Kilo and shall leave the ramp area from Taxiway Kilo to Taxiway Lima.

Without limiting the generality of any of the User's obligations under this Agreement, the User, in its operation at the Airport, the use of any of the Facility, and the exercise of any privileges under this Agreement, shall not violate any provision or any part of the rules and regulations of the Department of Transportation of the United States Government, or any other present or future laws, rules, regulations, orders or directives of the United States of America, as they now exist, or as they may be amended from time to time, which are applicable to the User's operation at the Airport under and pursuant to the terms of this Agreement, and whether said laws, rules, regulations, orders or directives are applicable by reason of law, by reason of agreement by and between the United States government and the Town of Morristown or the Facility Operator, or otherwise. User further agrees to defend, indemnify and hold harmless Morristown, DM and the Facility Operator, from and against any claims, demands, penalties, and fines or, or imposed by, any third persons, including the United States of America, resulting from User 's non-compliance with any of the provisions of this paragraph, and User shall reimburse Facility Operator for any loss or expenses (including attorney's fees) incurred by reasons of such non-compliance.