

## **Facility Use Agreement for Seasonal Application Operators**

**Prairie County Airport Authority (Terry Airport)**  
101 Ten Mile Road, Terry, Montana 59349

The Prairie County Airport Authority and \_\_\_\_\_, hereinafter referred to as "Applicant", do hereby agree that the Applicant may operate out of the municipal airport owned by the Prairie County Airport Authority located at 101 Ten Mile Rd., Terry, Montana 59349.

The Applicant's use of this property will commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and remain in effect for a period of one (1) year. The cost for this permit is \$1000.00 nonrefundable fee per airplane, for the duration of the agreement.

Additionally, a cash bond must be deposited with the County Treasurer in the sum of \$10,000 prior to the start of operations each year this agreement is in effect. The bond will be returned thirty (30) days after the Airport Manager has been notified in writing that all operations have been completed for the year. In the event any costs or expenses are incurred by the Prairie County Airport Authority for testing soil samples, clean up or otherwise as may be deemed necessary under the circumstances, then the cash bond will be used to satisfy such costs or expenses. Also, if the costs or expenses exceed the sum of \$10,000, then the Applicant will be responsible in full for same. Furthermore, the Applicant shall name the Prairie County Airport Authority as an additional insured on its insurance coverage and provide proof thereof to the Prairie County Airport Authority before using the airport.

Applicant agrees to comply with any requirements which may be demanded by the United States Government via the authority provided by the Federal Aviation Rules and Regulations. Also, this agreement shall not be construed in any manner to grant the Applicant the exclusive right to use the premises other than for the purposes expressed hereinbefore. Furthermore, Applicant must comply with all municipal ordinances, county, state and federal regulations, rules and statues at all times while using the municipal airport. Applicant agrees to follow all airport rules, which are updated from time to time, as may be directed by the Airport Manager or their designee. Finally, Applicant solely assumes any and all risks for all damages and injuries to property and persons in the use of the premises described hereinbefore.

Applicant agrees to indemnify and hold the Prairie County Airport Authority and the Prairie County, Montana government entity, and their officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind and character, arising from, by reason of, or in connection with the use of facilities described herein. It is the intention of the parties that Prairie County and the Prairie County Airport Authority, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss, or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence, or injuries either in person or property.

Applicant expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this Agreement and agrees to pay the Prairie County Airport Authority for all damages caused to the facilities resulting from user's activities hereunder. Applicant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 per claim and \$2,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or be no less than two times the occurrence limit.

This aggregate cannot be assigned by the Applicant unto any party. Furthermore, if there is any breach of this Facility Use Agreement, then the Prairie County Airport Authority, with approval of a majority of board members, may at its option verbally terminate this agreement immediately.

This agreement embraces and includes the entire transaction between the parties hereto, and there have been no conditions, covenants, representations, or warranties made by the Prairie County Airport Authority to the Applicant. No alteration, amendment, or modification of this agreement shall be effective unless same is in writing and signed by all parties hereto. This agreement is being delivered and signed and is intended to be performed in the State of Montana, and therefore, shall be enforced and construed according to the laws of the State.

The undersigned have caused this instrument to be executed and each party does hereby acknowledge that they have read and understand the contents of this Facility Use Agreement.

Applicant:	Prairie County Airport Authority
Name:_____	Name:_____
Signature:_____	Title:_____
Date Signed:_____	Signature:_____
	Date Signed:_____

Address for Applicant’s Receipt of Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email:\_\_\_\_\_

Phone Number:\_\_\_\_\_

# Prairie County Airport Authority Board

## Use Agreement-Conditions to Be Met for Returning Spraying Bond/CD

1. All bulk chemicals and equipment containing chemicals as well as support equipment shall not be stored at the airport more than 20 days prior to the start of spraying season and shall be removed from the airport within 30 days after the completion of the spraying season.
2. All empty chemical containers, regardless of size, shall be triple rinsed, and properly stored.
3. Any contaminated areas shall be properly cleaned by the bonded party.
4. All support vehicles must be parked in the designated area east of the ag pit.
5. Only aircraft is to be on the tarmac.
6. All supply trucks and chemical storage and hazmat material must be parked on pit liner material.
7. All equipment shall be equipped with dry (dripless) connection technology.
8. Applicant must provide a portable chemical storage unit that is to be placed on pit liner material.
9. No chemical storage or equipment will be allowed within any hanger or other structure.
10. No electricity will be provided by the airport; applicant must use their own generator or other power source.
11. Loading and fueling must take place within the ag pit area.