

MITCHELL MUNICIPAL AIRPORT AERIAL APPLICATORS AGREEMENT

Pursuant to the requirements of the approved Airport Operations Manual of the Mitchell Municipal Airport of Mitchell, SD, Davison County, the undersigned parties agree as follows.

1. Operator, whose name along with the names of the owner or owners of said operation appear below, operates a Commercial Aerial Application Service and desires to utilize the Mitchell Municipal Airport in conjunction with their service. The uses governed under this Agreement shall be authorized from April 1st to October 15th of the effective year. A new Agreement shall be required for each calendar year.
2. Operator must provide copies of any applicable licenses or permits required by any governmental entity necessary for the above stated activity by Operator and such licenses and permits shall be current and in good standing. In addition, Operator must provide proof of insurance in the minimum amount of \$2,000,000.00 general liability insurance also listing the City of Mitchell as additionally insured.
3. Each Operator shall provide a \$10,000 Cleanup Deposit to the City of Mitchell before commencing any operation. The Cleanup Deposit, less any applicable deductions, will be refunded after a final inspection by the Airport Manager. If any cleanup is required, the Operator will be contacted and required to complete cleanup within 48 hours. If the Operator fails to complete cleanup fully within that time period, the City may complete cleanup of the site and charge \$100.00 per hour for cleanup services (minimum \$500.00). ALL OPERATOR EQUIPMENT MUST BE REMOVED FROM EACH OPERATION AREA BY OCTOBER 15TH OF EACH YEAR. These charges shall be deducted from the Cleanup Deposit prior to any refund being issued. A temporary containment pad is mandatory for all operations. All aircraft refueling at the Mitchell Airport must be completed through the Airport's FBO. No other aircraft fuel may be brought onto Mitchell Airport property.
4. Each Operator shall pay a fee of \$843.75 per calendar year for one operation area with one aircraft. Each operation area shall be restricted to a 75' x 75' square configuration, unless the Airport Manager approves an alternate shape. Each additional aircraft operating in the same operation area, under the same operator, will be charged an additional \$350.00 per year.
5. All State, Federal, and local rules and regulations relating to the above described Commercial Aviation Activity will be adhered to, including all the rules contained in Mitchell's Commercial Minimum Standards & Airport Operations Manuals. A copy of such applicable rules of the Mitchell's Airport Operations Manual shall be made available to Operator upon request. City of Mitchell may terminate this Agreement upon violation of any terms by Operator.
6. Lessee agrees to indemnify and hold harmless the City Of Mitchell, its officers, employees, and agents from each and every claim and demand of whatever nature, made on behalf of or by any person or person's for any wrongful, careless, or negligent act or omission arising out of Operator, its agents, and employees activities conducted in conjunction with this Agreement and from all loss and damages by reason of such acts or omissions.
7. This agreement shall be approved by the Public Works Director and be effective as of the date below.

Operator Signature

Name of Operator Representative

Name of Operator

City of Mitchell Signature

Public Works Director (print name)

Date