



AIRPORT PERMIT CENTER

P.O. Box 8770, Tamuning, Guam 96931

TELEPHONE: (671) 642-4697/4441 FAX: (671) 642-4693

BUSINESS PERMIT APPLICATION

PERMIT NO:

1. PURPOSE:

This Amendment is issued in compliance with Section M of the GIAA Business Permit Application, Section 1.03 (Commercial Activity), Section 1.05 (Storage of Cargo), and Section 1.06 (Parking and Storage of Aircraft) of A.B. Won Pat International Airport Authority, Guam (GIAA) Rules and Regulations. These Sections stipulate that, unless otherwise provided by a lease or other contractual agreement, permission of the Executive Manager is required for use of GIAA facilities for the above purposes.

2. PERMIT: (Please Type in All Information)

GIAA hereby grants to the Permittee named below permission to enter upon GIAA and use facilities for purposes as indicated below, all in accordance with the terms and conditions herein set forth:

PERMITTEE:

MAILING ADDRESS:

BUSINESS LOCATION (WITHIN AIRPORT PROPERTY) & CONTACT NUMBERS:

TEL:
FAX:
CEL:
EMAIL:

PERSONNEL AUTHORIZED FOR GIAA BADGE(S):

NAME:	

PURPOSE OF BUSINESS:

AIRCRAFT DESCRIPTION (IF APPLICABLE):

SPACE DESCRIPTION (IF APPLICABLE): PLEASE PROVIDE LOCATION MAP/DRAWING OF AREA.

FEES:

PERMIT TERM:

EFFECTIVE DATE:
EXPIRATION DATE:

3. TERMS AND CONDITIONS

a. **Department of Public Health and Social Services (DPHSS) – Guidance Memorandum.**

The safety and security of our customers, employees, users and traveling public at the A.B. Won Pat International Airport is our top priority and as we continue to ensure a safe environment, GIAA requires all to adhere to and abide by the most recent DPHSS guidance memorandum for restrictions and allowances for business and government operations. You may visit the DPHSS website at www.dphss.guam.gov.

b. This Permit shall be for a period of one (1) year. If Permittee continues to conduct business at the airport after the expiration of this Permit, without any written renewal thereof, such continued business shall not be deemed as a renewal or extension of this Permit, but shall only do so from month to month that may be terminated on thirty (30) days advance written notice by GIAA. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Permit.

c. This Permit may be revoked by GIAA with thirty (30) day notice for failure to comply with GIAA Rules and Regulations, incorporated by reference. Particular attention is invited to Section 1.02 (Compliance with Rules and Regulations), Section 1.08 (Payment of Charges) and Section 13.06 (Application of Rules and Regulations).

d. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Executive Manager.

e. The Permittee is required to obtain a Guam Business License from Department of Revenue & Taxation for the operation of its business.

f. If applicable, the Permittee agrees to comply with the collection of Passenger Facility Charges (PFC) in accordance with FAA regulations. Legislation and regulations have been enacted that permit GIAA to levy PFCs on Airline's passengers using the Airport (Federal Aviation Regulations 14 CFR Part 158). This permit is subject and subordinate to such legislation and regulation, and GIAA reserves the right to enact such fee. GIAA currently levies a PFC (as approved by the FAA), and Airline agrees to cooperate with the collection of such PFC amounts in accordance with FAA regulations. GIAA reserves the right to implement such similar fees or charges as may be authorized by cognizant government authorities having jurisdiction over GIAA in its capacity as operator of the Airport.

g. The operations of the Permittee, its employees, invitees, agents and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others on GIAA premises. Permittee shall be immediately responsive to any complaints made to GIAA regarding the conduct, demeanor or appearance of Permittee's employees, invites, agents, and those doing business with it anywhere on GIAA premises.

h. The Permittee shall hold harmless and indemnify the GIAA from every liability resulting directly or indirectly from the operations of Permittee. Permittee will defend, pay or settle every claim or suit against GIAA by agents or employees of Permittee or persons claiming thru them, or by third parties for personal/bodily injuries (including death) and property damages resulting from Permittee's operations. Permittee's obligations to release or indemnify GIAA from any liability claim when such results solely from the willful misconduct of GIAA.

- i. Permittee shall carry and keep current liability insurance with GIAA named as "an additional insured", as GIAA deems appropriate for its operations. Insurance provided by Permittee shall in all respect meet the requirements of SECNAV Instruction 3770.1B and be in an amount of not less than coverage required. GIAA shall be provided a copy of the policy prior to the issuance of the permit and such policy should contain a provision, which does not allow it to be canceled without 30-day advance written notice to GIAA.
- j. If occupancy of space is indicated, the Permittee shall accept the space in its present condition and shall repair any damages thereto caused by its operations at its own expense. The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs in the space except with written approval of the Executive Manager through an Application for Work Authorization.
- i. Any personal property placed or installed in any approved space shall remain the property of the Permittee and must be removed on or before the expiration of the permission hereby granted. In the event of the revocation, the Permittee shall have thirty (30) calendar days, after notice of revocation in which to remove its property. If the Permittee shall fail to remove its property upon the expiration or revocation hereof, GIAA, may remove such property.
- j. Unless otherwise expressly provided, the Permittee shall not use any space (or permit to be used) for any purpose other than that stated in this Permit.
- k. GIAA shall have the right at any time and as often as it considers necessary, to inspect any space used by Permittee and (without any obligations to do so) to enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.
- l. This Permit may not be changed, modified, or extended except by written numbered amendment duly executed on behalf of the parties and attached hereto.
- m. In the event GIAA finds it prudent or necessary to enforce any provision of this permit or GIAA Rules and regulations against Permittee, or to seek to declare the breach or default of this use permit, or to collect any money owed to GIAA by Permittee, the Permittee shall pay GIAA's reasonable attorney's fees as additional consideration to GIAA.
- n. Security Compliance. Permittee shall comply with and conform its use of the Premises to Landlord's Airport Security Program, Security Directives and Emergency Amendments and FAA regulations (collectively, "Security Requirements"). Permittee shall require all persons, including without limitation its agents, employees, or invitees, entering the Airport, including without limitation, surrounding facilities, parking lots, and runways, (collectively the "Airport Premises") to comply with the Security Requirements and the Airport Rules and Regulations. Permittee agrees to pay, indemnify and save Landlord harmless from and against any and all fines and penalties imposed or assessed on Landlord and/or Permittee for any breach of the Security Requirements by Permittee, its agents, employees, or invitees, whether intentional, non-intentional, or through negligence occurring on the Airport Premises during the term, or any extended term, of this Permit.
- o. Use of GIAA facilities by Permittee is subject to terms of these certain Sponsors Assurances made to guarantee the public use of GIAA as incidental to Grant Agreements between GIAA and the Federal Aviation Administration. (These assurances are available for review by Permittee in the GIAA Administration Office). In brief, these Assurances apply to equal opportunity, aeronautical activities, and civil rights. Permittee will not discriminate against any person or class of persons by reason of race, color, creed or national origin. If Permittee is shown as an aeronautical activity, furnishing services to the public at GIAA, he will furnish such services on a fair, equal, and not unjustly discrimination basis to all users; and will charge fair, reasonable, and not unjustly discriminatory prices for each bit of service. As applicable, Permittee will comply with the requirements of Title VI of the Civil Right Act of 1964 concerning non-discrimination and other matters.
- p. The Permittee, for itself, its representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the use of the airport that: (1) No person on the grounds of race, color, creed or national origin shall be excluded from participation in, denied the benefits or, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on leased premises and the furnishing of services therein, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits

of, or otherwise be subjected to discrimination; and (3) that the Permittee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of a breach of any of the above discrimination covenants, GIAA shall, subject to other provisions of this Agreement, have the right to terminate this Agreement and to re-enter and repossess the leased premises and the facilities thereof, and hold the same as if said Agreement has never been made or issued; provided, however, the obligations of the Permittee to pay rent, fees or charges hereunder shall continue until other satisfactory arrangements have been made which are acceptable to GIAA.

- q. Permittee warrants that (1) no person providing services on behalf of Permittee has been convicted of a sex offense under the provision of Chapter 25 of Title 9, Guam Code Annotated (GCA) or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of Permittee is convicted of a sex offense under that provision of Chapter 25 of Title 9GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will immediately be removed from working on GIAA's property and that Permittee inform the Executive Manager of such within Twenty-four (24) hours of such conviction.

**A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM:**

PERMITTEE:

By: _____
JOHN M. QUINATA
Executive Manager

By: _____
AUTHORIZED REPRESENTATIVE

Date: _____

Name: _____
Title: _____
Company: _____
Date: _____