



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

**ATURIDAT PUETTON BATKON AIREN GUAHAN ENTENASIONAT
Landing Permit Application (LPA) Requirements
(Foreign & Domestic)**

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Copy of additional documents required:

- 1 Airworthiness Certificate**
- 2 Radio Facility License**
- 3 Registration/Ownership and/or Lease Documents**
- 4 Ownership and/or Lease Documents**
- 5 Certificate of Insurance**

These documents are to be used for first time applicants and renewals. Please complete and return to the following:

**Mr. Raymond T.Q. Quintanilla, A.C.E.
Airport Operations Superintendent
raymondq@guamairport.net**

**P.O. Box 8770
Tamuning, GU 96931**

**PH: 671-642-4459 / 52 / 53 / 55~56 / 60~63
FAX: 671-647-2678 / 646-8567**



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ATURIDAT PUETTON BATKON AIREN GUAHAN ENTENASIONAT

P.O. BOX 8770; Tamuning, GU 96931
Tel: (671) 642-4452 / 53 / 55~58 / 60~63
Fax: (671) 647-2678 / 646-8567

CIVIL AIRCRAFT LANDING AND FACILITY USE PERMIT

REVISED & EFFECTIVE: APRIL 2, 2013

A.B. Won Pat International Airport Authority, Guam (GIAA), is responsible for the operations and maintenance of A.B. Won Pat International Airport (Airport). This Permit is issued in compliance with Section 1.03 (Commercial Activity), Section 1.04 (Sightseeing Flights), Section 1.05 (Storage of Cargo), Section 1.06 (Parking & Storage of Aircraft), Section 1.07 (Use of Operational Areas), Section 1.09 (Commercial Photography), and Section 9.01 (Operation of Aircraft), of the Rules and Regulations of Guam Airport Authority (R&R) and subsequent amendments thereto. These Sections require that unless otherwise provided by a contractual agreement, permission by the Executive Manager must be granted for the use of GIAA's facilities for the above purposes.

SECTION 1 - INFORMATION REQUIRED FROM USER

Permission is requested to use Airport. It is understood and agreed that:

- A. The Permittee named below is granted the non-exclusive right to land at the Airport for the purpose indicated in item 3 below and in accordance with general conditions herein set forth in Section 2.
- B. On-board personnel are not authorized to engage in activities except for purposes directly connected with this Permit.
- C. Use is limited to the listed aircraft, period indicated, purpose stated and conditions shown, and is not transferable. Should Purpose of Use (Item 3 below) constitute revenue-generating commercial activities, local governmental approvals (to include a Guam Business License) are required PRIOR to conducting such commercial activities.
- D. An approved copy of this Permit must be aboard each aircraft using the Airport.
- E. The Permittee engages in air transportation as a certificated air carrier and must possess all necessary and current Federal and local governmental approvals to include FAA Operating Certificate, the GIAA Aircraft Landing & Facility Use Permit, Radio Facility License, Insurance policies as required, FAA Airworthiness Certificate and Aircraft Ownership and/or lease documents.

(PLEASE TYPE / PRINT ALL INFORMATION)

1. PERMITTEE:

A. NAME:	B. ADDRESS: (Street, City, State, Zip Code)	C. RELATIONSHIP TO PARENT ORG.: (If Any)

D. IDENTIFICATION OF GROUND HANDLER: (If Any)	2. Are Pilots Instruments Rated and Current? Please Indicate ("X" one) <input type="checkbox"/> YES <input type="checkbox"/> NO
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3. PURPOSE OF USE: (e.g., Tech Stop, Crew Rest, Fueling, etc.)	3.A. PURPOSE OF USE: Please Indicate ("X" one) <input type="checkbox"/> REVENUE <input type="checkbox"/> NON-REVENUE
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4. AIRCRAFT DATA:

A) REG #:	
B) TYPE OF AIRCRAFT:	
C) MGTOW (LBS):	
D) SEATING CAPACITY OF AIRCRAFT:	
E) ACTUAL NUMBER OF PAX :	
F) ETA / ETD:	ETA:
	ETD:
G) Destination Leaving PGUM:	

SECTION 2 - GENERAL CONDITIONS

1. Permittee shall be responsible to report in writing any changes, updates or deletions of the information contained in the application for this permit to the Executive Manager, A.B. Won Pat International Airport Authority, Guam, and all changes shall be subject to prior approval by the Executive Manager through a written and numbered amendment, duly executed on behalf of the parties and attached hereto.
2. This permit may be revoked by GIAA for failure to comply with existing R&R, incorporated herein by reference. Particular attention is directed to Section 1.02 (Compliance with Rules and Regulations), Section 1.08 (Payment of Charges), Section 13.06 (Application of Rules and Regulations), Article VII (Taxiing Rules), Article VIII (Rules for Ground Operation of Aircraft), Article IX (Conditions on Use of Air Terminal - General), and Article XIV (Rates, Fees and Charges).
3. Permittee agrees to adhere to all airport security regulations under FAA Part 107 and the GIAA Airport Security Program, as they may be amended, which are incorporated herein by reference. Permittee will be held responsible and liable for any and all violations of security in its activities to include the payment of fines or penalties resulting from any violations.
4. Permittee shall pay all fees and charges in connection with its use of the Airport to GIAA, and in accordance with the Airport Tariff Schedule, which may be subsequently, at P.O. Box 8770, Tamuning, GU 96931, no later than five (5) days after receipt of any invoice or statement. Failure to do so shall constitute a violation of this permit and the R&R. Overdue charges shall bear interest at the rate of 18% per annum until paid in full.

SECTION 2 - GENERAL CONDITIONS, CONT'D:

5. Subject to the terms and provisions hereof, the R&R; the Signatory Airlines Agreement, the Retail Concession Agreement; the Fuel Service Provider Agreement and the GIAA Bond Indenture, Permittee shall be entitled to the use, in common with others authorized to do so, of the airport appurtenances, together with all facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the Airport for common use, for the sole purpose of activities in connection with air use, without limiting the generality hereof, shall include: the right to land, take-off, fly, taxi, tow, load and unload aircraft and other equipment used by the Permittee in its conduct of air transportation; the repairing, maintaining, conditioning, servicing, testing, parking or storage of aircraft or other equipment operated by Permittee, provided such right shall not be construed as authorizing the conduct of a separate business by Permittee, but shall allow Permittee to perform such functions only as an incident to its conduct of air transportation; and the servicing by Permittee of its aircraft and other equipment operated by Permittee on the apron by truck or otherwise with aviation fuel, propellants, or lubricants, or any other materials or supplies required by Permittee, provided however, GIAA's fuel storage and delivery system must be utilized for such fuel servicing unless it is inoperative.

6. The Permittee may perform customary into-plane fueling and servicing of aircraft at its aircraft parking positions as designated by GIAA and may perform any maintenance of aircraft, vehicle or equipment at the locations on the Airport and in a manner which does not violate applicable fire or building codes, or the R&R. Such maintenance activities shall not be unreasonably unsightly, offensive, or annoying to the public as determined by GIAA. The Airline shall be responsible to keep such maintenance locations free of debris, trash, oil spills, and similar unsightly equipment or materials that may become a health hazard to passengers.

7. Either the Permittee or GIAA may terminate this Permit at any time upon thirty (30) days written notice to the other party, unless Permittee is in default in which case Permit may be immediately revoked. In the event of any termination, Permittee must and shall pay immediately all arrears and current charges in full up to the date of the effective date of termination.

8. The Permittee shall submit daily and monthly reports to GIAA covering Permittee's activities as listed below which shall be submitted in writing and signed by a responsible official of the Permittee and subject to audit upon notice from the Executive Manager. Submission of the monthly report shall be no later than the 10th calendar day following the last day of each month. The format of such reports and the contexts thereof may be changed, modified or altered from time to time by GIAA. Attached Forms may also be changed, modified or altered as required by GIAA.

Permittee agrees to cooperate with the collection of Passenger Facility Charges (PFC) in accordance with FAA regulations, as well as the Guam Custom & Quarantine User Fees .

Monthly Report Format: a. Passenger counts consisting of arriving, in-transit, enplaning, non-revenue, etc.; b. Aircraft landings, to include training flights or touch and go's; Parking/Storage (in excess of six (6) hours); c. Statistical report showing all mail and cargo pounds/kilos landed and boarded, aircraft fuel boarded (stated in U.S. gallons); and d. Additional statistical reports as may be reasonably requested by GIAA.

9. GIAA reserves the right to revise or impose charges or requirement in which Permittee shall be required to immediately comply with and shall be incorporated herein by reference.

SECTION 3 - CERTIFICATION BY INDIVIDUAL OR AUTHORIZED COMPANY REPRESENTATIVE

Applicant and agents have read, understand, and will comply with all pertinent parts of applicable regulations listed herein and local supplements, directives and orders. Such compliance is an express condition of this Permit. I certify that the information contained in this Permit is true to the best of my knowledge and belief. As a corporate representative, I certify that I have the authority to certify this information on behalf of the corporation and hereby designate the aircraft's commander as our agent on all matters arising from the use of this Permit.

A. NAME: (PRINT)	B. TITLE:	C. TELEPHONE NO.:
D. SIGNATURE:		E. DATE SIGNED: (MM/DD/YY)

SECTION 4 - FOR USE BY GIAA APPROVING AUTHORITY

1. PERIOD OF USE: (Determined by COI Expiration)	A. FROM: (MM/DD/YY)	B. TO: (MM/DD/YY)
2. FREQUENCY OF USE:		
3. The Permittee meets and possesses all required and current Federal and local government approvals to include FAA Operating Certificate, the GIAA Aircraft Landing Permit & Facility Use Permit, Radio Facility License, Insurance Policies as required, FAA Air Worthiness Certificate and Aircraft Ownership and/or lease documents as required. A Guam		
4. THIS PERMIT SUPERCEDES PERMIT NO.: (If Applicable)	5. CURRENT PERMIT NO.:	
6. CREDIT AUTHORIZED FOR:	FUEL ISSUES: ("X" ONE)	7. LANDING FEES: ("X" ONE)
	[] YES	[] YES
	[] NO	[] NO
Comments:		

8. GIAA APPROVING OFFICIAL:	
	DATE SIGNED (MM/DD/YYYY)
JOHN M. QUINATA Executive Manager A.B. Won Pat International Airport Authority, Guam (AUTHORIZED DESIGNEE)	Status / Comments:



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TENANT AND USER INSURANCE REQUIREMENTS

COMPANY:

COVERAGE

MINIMUM

Aviation & Airport Liability

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Premises & Operations <input type="checkbox"/> Products <input type="checkbox"/> Hangarkeeper's Legal <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Independent Contractors <input type="checkbox"/> GIAA named as Additional Insured | <ul style="list-style-type: none"> \$1,000,000 x number of passenger seats of the largest aircraft operated Minimum - \$50,000,000 Maximum - \$450,000,000 Combined Single Limit including passengers |
|---|---|

General Aviation Liability

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> GIAA named as an Additional Insured | <ul style="list-style-type: none"> \$1,000,000 x number of passenger seats of the largest aircraft operated Minimum - \$10,000,000 Combined Single Limit including passengers |
|--|--|

Commercial General Liability Insurance

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Premises & operations <input type="checkbox"/> Products <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Premises Medical Payments <input type="checkbox"/> GIAA named as an Additional Insured | <ul style="list-style-type: none"> \$2,000,000 Combined Single Limit (Landside) \$1,000 each person, \$5,000 each accident |
|---|--|

Property Insurance

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Commercial All Risk form <input type="checkbox"/> Waiver of Subrogation in favor of GIAA <input type="checkbox"/> Tenants, Improvements and Betterments | <ul style="list-style-type: none"> 100 % Insurable Replacement Value |
|--|---|

Builders All Risk Insurance

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Including Earthquake, Flood, and Typhoon <input type="checkbox"/> Waiver of Subrogation in favor of GIAA | <ul style="list-style-type: none"> 100 % Completed Value |
|--|---|

Automobile Liability Insurance

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Owned, Non-owned, and Hired | <ul style="list-style-type: none"> \$4,000,000.00 Combined Single Limit (Airside) Statutory (Landside) |
|--|--|

Worker's Compensation Insurance

Statutory Guam Title 33

Include coverage if exposure will exist during the term of the lease or permit

Evidence of required insurance must be provided on Standard Acord Forms and GIAA Endorsement Forms without exception or amendment.



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ADDITIONAL INSURED ENDORSEMENT

NAMED INSURED AND ADDRESS:

DESCRIPTION OF AGREEMENTS AND / OR ACTIVITIES INSURED:

All written agreements, contracts and leases with the A.B. Won Pat International Airport Authority, Guam (GIAA,) and/or any and all activities or works performed on any premises owned or controlled by the GIAA.

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is understood and agreed:

1. The Government of Guam, the Guam International Airport Authority, its elected officials, directors, officers, employees and agents are additional insureds thereunder in relation to those activities described generally above with regards to all operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Government of Guam or the GIAA.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which the endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the Executive Manager of the GIAA by certified mail, (Return Receipt Requested,) not less than thirty (30) days prior to the effective date thereof.

ADDRESS NOTICE TO:

EXECUTIVE MANAGER
A.B. Won Pat International Airport Authority, Guam
P.O. Box 8770
Tamuning, GU 96931

ISSUE ENDORSEMENT TO:

PROPERTY MANAGEMENT OFFICE
A.B. Won Pat International Airport Authority, Guam
P.O. Box 8770
Tamuning, GU 96931

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT NO.:	EFFECTIVE DATE:	POLICY NO.:

INSURANCE COMPANY

I, _____ (Type / Print Name)
hereby declare under penalty of perjury, under the laws of the Territory of Guam, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind the company.

AUTHORIZED SIGNATURE (ORIGINAL ONLY)

Executed at:

this day of:

Telephone:



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WAIVER OF SUBROGATION ENDORSEMENT

NAMED INSURED AND ADDRESS:

DESCRIPTION OF AGREEMENTS AND / OR ACTIVITIES INSURED:

All written agreements, contracts and leases with the A.B. Won Pat International Airport Authority, Guam (GIAA,) and/or any and all activities or works performed on any premises owned or controlled by the GIAA.

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is understood and agreed:

1. The company agrees to waive its rights of subrogation against the A.B. Won Pat International Airport Authority, Guam, its elected officials, directors, officers, employees and agents thereunder in relation to those activities described generally above with regard to all operations performed by or on behalf of the named insured.
2. The policy to which the endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the Executive Manager of the A.B. Won Pat International Airport Authority, Guam, by certified mail (Return Receipt Requested,) not less than thirty (30) days prior to the effective date thereof.

ADDRESS NOTICE TO:

EXECUTIVE MANAGER
A.B. Won Pat International Airport Authority, Guam
P.O. Box 8770
Tamuning, GU 96931

ISSUE ENDORSEMENT TO:

PROPERTY MANAGEMENT OFFICE
A.B. Won Pat International Airport Authority, Guam
P.O. Box 8770
Tamuning, GU 96931

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT NO.:	EFFECTIVE DATE:	POLICY NO.:

INSURANCE COMPANY

I,

(Type / Print Name)

hereby declare under penalty of perjury, under the laws of the Territory of Guam, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind the company.

AUTHORIZED SIGNATURE (ORIGINAL ONLY)

Executed at:

this day of:

Telephone: