

TRANSIENT or BASED AERIAL APPLICATION OPERATION AGREEMENT

NAME: BLUE EARTH MUNICIPAL AIRPORT (Hereinafter referred to as PUBLIC AIRPORT)

Date: _____

Name: _____

Company: _____

Address: _____

Phone Number: _____

Aircraft N-Number: _____

Hired by: _____

Effective Dates of Operation: _____

Chemicals to be Used: _____

Requesting pilots must submit all documentation necessary to legally conduct aerial applications from the public airport. The following items must be submitted with this agreement:

- Minnesota Department of Agriculture Commercial Pesticide License
- Minnesota Department of Transportation Commercial License
- Proof of liability insurance on all aircraft (The minimum insurance coverage for each aircraft shall be the following types and amounts: \$100,000 per person and \$300,000 per occurrence for bodily injury and \$1,000,000 for property damage. The City of Blue Earth and Blue Earth Airport shall be named as additional insured.)
- Proof of liability insurance on all trucks and equipment (The minimum insurance coverage shall be the following types and amounts: \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$1,000,000 for property damage. Airport shall be named as additional insured.)
- Site-specific Chemical Storage Plan and Material Data Safety Sheet for all chemicals brought on the airport property.
- Site-specific Incident Response Plan in accordance with Department of Agriculture guidelines.
- Proof of current training for all staff responsible for chemical mixing and loading.
- Permit Fee of \$500.00 in the form of a cashier's check.

Requesting pilots must provide copies of the following documents to the City Administrator and the Airport Manager:

- FAA Part 137 Operating Certificate
- Commercial Pilot's License
- Current Pilot Medical Certificate
- Bi-Annual Log Entries
- Current Minnesota Aircraft Registration and Air Worthiness Certificate with Annual Inspection

The operating agreement must be completed and submitted to the public airport manager at least 72 hours prior to operations. Transient permits shall not exceed 60 (sixty) days without authorization from the public airport manager.

PUBLIC AIRPORT RULES AND REGULATIONS

“Operator” is defined as anyone possessing a Minnesota Commercial Pesticide Applicator License and engaged in the activities of chemical storage, mixing, transporting and/or aerial application.

“Public Airport” is defined to mean the Owner of the airport, the City of Blue Earth and its staff

1. Operators shall conduct all chemical storage, mixing and loading within a designated chemical loading and containment area identified by the applicant and approved by the Public Airport. This shall be shown on a sketch attached to this Operation Agreement. Use of the containment area, as well as any other storage, water sources, or operation area needs shall be coordinated with the Public Airport Manager.
2. No persons or vehicles are allowed on the runway(s) or taxiway(s).
3. Operators must obey all security regulations including using proper access points, closing gates and doors, and securing aircraft, equipment, and storage containers.
4. The arrival/departure building may not be used as the transient operator’s place of business to conduct meetings with clients. Operator and employees may use the arrival/departure building (e.g., bathrooms, vending machines, phone) but must keep said building clean and orderly.
5. The truck or other vehicle transporting chemicals to the airport site shall be parked within the containment area at all times.
6. Overnight storage of chemicals and transporting vehicles is not permitted on airport property.
7. No equipment shall be left unattended for any period of time.
8. Operator is responsible for spills, chemical theft, damages, and any injury caused by chemicals and normal operation of aerial application while conducting business at Public Airport.
9. Operator shall notify Public Airport Manager immediately of any spills, injuries, vandalism, incidents, or accidents.
10. Operator shall not dump, rinse, or pour chemicals on the airport grounds.
11. Operator must abide by Public Airport’s fueling rules and regulations.
12. Operator shall abide by all rules and regulations set by the Federal Aviation Administration (FAA), Environmental Protection Agency (EPA), Food and Drug Administration (FDA), Occupational Safety and Health Administration (OSHA), Minnesota Department of Agriculture (MDA), Minnesota Department of Transportation (MN/DOT), and all other pertinent regulations.
13. To the fullest extent permitted by Laws and Regulations, Operator shall indemnify and hold harmless the Public Airport, including the airport manager (as defined in this section) from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs) arising out of or relating to any claim or action (legal or equitable), or any regulatory action or penalty, brought by any entity against the Public Airport to the extent such claim, actions or penalties are caused by or based upon Operator’s actions or the results thereof.
14. Prior to departing the airport premises, Operator shall notify Public Airport Manager that operations are terminated.

PUBLIC AIRPORT

By:

Its:

STATE OF MINNESOTA)

COUNTY OF)

On this ____ day of _____, 20__, before me, a notary public within and for the said county and state, personally appeared _____, known to me to be _____ of the Public Airport, party of the first part, identified herein, and who executed the above and foregoing instrument, and who acknowledged to me that he/she had the authority to execute the same on behalf of the Public Airport in the capacity set forth herein.

Notary Public
County, Minnesota
My Commission Expires: _____

OPERATOR

By:

Its:

STATE OF MINNESOTA)

COUNTY OF)

On this ____ day of _____, 20__, before me, a notary public within and for the said county and state, personally appeared _____, known to me to be _____, party of the second part, identified herein in Operator, and who executed the above and foregoing instrument, and who acknowledged to me that he/she had the authority to execute the same on behalf of _____ in the capacity set forth herein.

Notary Public
County, Minnesota
My Commission Expires: _____