

**Agreement  
to Provide [Inert description of services]\_\_\_\_\_**  
**at The Ohio State University Airport**

This commercial service agreement (the “**Agreement**”) is entered into this the \_\_ day of \_\_\_\_\_, 200\_, by and between The Ohio State University (the “**Owner**”) and \_\_\_\_\_ (the

1. Grant. Subject to the terms and conditions of this Agreement, Owner hereby grants to Operator the approval to provide \_\_\_\_\_ at The Ohio State University Airport (“**Airport**”). The Operator is performing the services required under this agreement as an independent contractor and not as an employee, agent, partner or joint venture with the Airport.
2. Term. This Agreement shall commence on \_\_\_\_\_, 2020 (the "**Commencement Date**"), and terminate, unless sooner terminated pursuant to the terms herein, on June 30, 2021 (the "**Term**").
3. Applicable Rules. The Operator shall be permitted to perform these services on the Airport premises for the contract period, in accordance with the terms and conditions of this agreement. The Operator shall operate in accordance with and comply with all present and future laws, statutes, ordinances, requirements, orders, directives, codes rules and regulations of all state, federal, municipal and other agencies or bodies having jurisdiction relative to the use of the Airport, including, without limitations, all applicable rules and regulations of the Federal Aviation Administration, State of Ohio, The Ohio State University Airport (Ohio Administrative Code Section 3335-105-01 through and including 3335-105-11), the Airport Operating Policies and Procedures, and the “Minimum Operating Standards and Requirements for Commercial Operations”.
4. Commission. As reimbursement for use of the facilities the Operator shall pay the University a commission in accordance with the Airport’s current Schedule of Rates, Fees and Charges. This Agreement is not an agreement by the Owner or the Airport to purchase goods or services from the Operator, and any such sale or provision of goods or services by the operator to the Owner or the Airport is not subject to or governed by the terms of this Agreement. Any provision of goods or services by the Operator to the Owner or the Airport must be done pursuant to a separate purchase agreement, entered into under the Owner’s established procedures for the procurement of such goods or services.

A hangar charge in the amount equal to the Airport’s daily storage rate for heated hangars will be assessed to the Operator for each aircraft not normally hangered at the Airport. The Airport and Operator will mutually agree regarding the process to assess the hangar charge, but if any disputes should arise the Airport will have final authority on who pays the charge.

5. Payment. Payment of commissions shall be made on or before the twenty-fifth (25th) day of each month, for the previous calendar month's business, in the form of a check made payable to The Ohio State University Airport. Payment shall be accompanied by a list (form to be provided by the Airport) of all transactions during that month. Any and all amounts remaining due at the end of the calendar month in which they are due and payable shall be subject to a monthly finance charge equal to two percent (2%) of the total amount outstanding. The monthly finance shall be applied to all amounts remaining unpaid at the end of each calendar month, including monthly charges previously applied (compounded).

Should Operator earn or become eligible for any credits or rebates of airport rents, fees, or charges, including but not limited to aviation fuel rebates, the credit or rebate shall be applied only against rents, fees, or charges of the same type from which the credit or rebate originated.

6. Rates/Charges. A "Schedule of Operator's Typical Rates/Charges" for the various services offered as related to various types of non-university aircraft, which may be serviced is attached hereto as Exhibit "A". Operator has the right to reasonably adjust price quotations where examination of an aircraft reveals more than normal labor may be required to reach a satisfactory conclusion.
7. Special Services. Operator shall inform the Airport of the credit cards which may be honored, discounts allowed or other special services or conveniences to be offered.
8. Scheduling. Operator shall supply scheduling materials and price lists for customer use and information at the Airport and phone numbers and hours when the Operator may be contacted directly.
9. Work Area. The Airport Director or his/her representative will designate the Operator's work area. Work area assignment will depend on availability of space without displacing aircraft of Airport customers. Airport personnel will perform all aircraft movement to or from work area or positioning at work area.
10. Equipment, Materials, and Operations. Operator shall provide personnel and equipment capable of performing the services as provided for in this agreement. The Operator shall train Operator's employees in the techniques and safe practices required when providing services on aircraft under this agreement. Operator shall provide the Airport with a list of all products used in the performance of its services and include safety data sheets (SDS) related to those products. It shall be the Operator's responsibility to keep the list and SDS sheets updated with the most current version(s).
11. Warranty. The Operator shall guarantee all services performed under this agreement to the satisfaction of each individual customer.
12. Advertising. The Operator agrees that it shall not advertise any connection with The

Ohio State University, its Board of Trustees, The Ohio State University Airport, or any agency thereof, nor make use of the University's name or other identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Operator's operation/services, unless it has received prior written permission from the University.

13. Insurance. The Operator shall insure its workmen and shall hold The Ohio State University, the Airport, and any and all employees and/or trustees of the University blameless of all damage to life and limb incurred during or as result of the execution of the work under this agreement.

The Operator shall maintain in force throughout the duration of this agreement liability and property damage insurance of sufficient amount to meet the standards and requirements set forth by the University, and identified in the "Minimum Operating Standards and Requirements for Commercial Operations" while performing service on The Ohio State University Airport. In addition to the insurance requirements stated in the "Minimum Operating Standards and Requirements for Commercial Operations," the Operator shall maintain the following insurance coverage throughout the duration of this agreement:

- (i) Workers' Compensation coverage as required by the State of Ohio and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee.
- (ii) Environmental Liability insurance – Limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate

Such insurance shall name the Ohio State University, its Board of Trustees, and the University Airport as additional insured.

Operator's liability and property damage insurance must cover loss or damage to any aircraft while in the Operator's care for services related to this agreement. The Operator's insurance shall also be extended to include the operation of vehicles and equipment on the airport premises.

The Operator shall furnish the airport manager a Certificate of Insurance from Operator's insurance carrier showing that the Operator's insurance has been extended to cover the Hold Harmless Agreement for the Operator's activities under this agreement, to include the Operator's vehicle(s) and equipment operated on the airport premises.

The Operator shall give written notice or shall cause its insurance carrier to give written notice to the Airport Director 30 days in advance of any change, alteration or cancellation of any insurance required by this agreement.

Failure by the Airport to obtain a certificate of insurance will not constitute a waiver of such insurance.

14. Indemnification. Operator shall indemnify, defend, and save and hold harmless

OSU, its Board of Trustees, officers, representatives, and employees from and against any and all claims, demands, actions, or causes of actions and costs of any nature or character, including attorney fees, arising from Operator's acts or omissions in connection with its performance of Services under this Agreement, or the failure to comply with its terms. The requirements of this Paragraph 14 shall survive the termination of this Agreement.

15. Operator Responsibilities. The Operator shall be responsible for obtaining all federal, state and local licenses and permits required for providing the services described in this agreement. The Operator agrees to be responsible for all taxes imposed in connection with the services provided in this agreement and any penalties, interest, and collection or withholding costs associated with any of the services. All such amounts are in addition to other amounts payable hereunder and this obligation shall survive termination or expiration of this agreement. The Operator shall pay all sales and excise taxes attributable to the services provided, as well as all personal property taxes on leased equipment and all taxes based upon net income. The Operator is solely responsible for all work performed for Airport clientele and any dispute thereof. Further, Operator shall comply will all applicable federal, state and local laws as well as all OSU policies and procedures which apply to any and all Operator and contractor employees, including Drug-Free Workplace policy; Background Check policy; Tobacco Free policy; and Transportation and Parking Rules that apply to Operators.

16. Notices. Any notices or payments required to be given under this Agreement shall be given in writing and shall be deemed given three (3) days after being deposited as certified mail, postage prepaid, return receipt requested, in the United States mail or the same day as personally delivered, addressed to Lessor or Lessee at its address set forth below, or at such different address as Lessor or Lessee shall advise the other party in writing:

If to Owner:  
The Ohio State University Airport  
Director  
2160 W. Case Rd.  
Columbus, OH 43235

If to Operator:  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_ \_\_\_\_\_

17. Early Termination. Either party to this Agreement shall have the right, at any time during the Term hereof, to terminate this Agreement by giving thirty (30) days prior written notice to the other party, mailed or delivered, in writing, to the other party. Upon such cancellation, payment of commissions or fees due the University and/or an invoice for charges due and payable by the University to the Operator up to the date of the notice, shall accompany such notice of cancellation. Following notice by the Operator, any commissions or fees due the University for work performed through the thirty (30) day period until termination, shall be paid the University at the time of each job/service performed.

18. Acts Beyond the Control of the Parties. In the event that either party shall be delayed

or hindered or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, inadequate power, restrictive governmental laws or regulations, severe weather conditions, disaster, riots, insurrection, war, or other reason of a like nature not the fault of the party in performing work or doing acts required under the terms of this agreement, the performance of such acts shall be excused for the period of the delay. This provision shall not operate to excuse the Operator from prompt payment of commissions or any other payments required by the terms of this agreement.

19. Assignment. The Operator shall not sell, assign or transfer any part of this agreement without the prior written consent of the Airport Director.

20. Federal Civil Rights Requirements. General Requirements. The Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator. This provision obligates the Operator for the period during which the property is owned, used or possessed by the Operator and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Requirements. The Operator for itself/himself/herself, its/his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts And Authorities.

Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

21. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

22. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

The Ohio State University

Operator:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: