

**Agreement
to Provide «Services» and/or Related 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 «Company» (the “**Vendor**”).

1. Grant. Subject to the terms and conditions of this Agreement, Owner hereby grants to Vendor the approval to provide «Services» and/or related services at The Ohio State University Airport (“**Airport**”). The Vendor 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 be for a period of one (1) year, or any portion thereof, commencing on July 1, 200_ (the “**Commencement Date**”), and terminating, unless sooner terminated pursuant to the terms herein, on June 30, 200_ (the “**Term**”).
3. Applicable Rules. The vendor 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 vendor 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 vendor shall pay the University a commission in the amount of «Fee» percent («Fee2»%); *or for Catering, \$5.00 per order for orders up to but not including \$100.00, and \$10.00 for all orders \$100.00 and over* on the gross receipts on all transactions performed under this agreement at the Airport, including services that may be performed on aircraft owned and/or operated by The Ohio State University.

A hangar charge in the amount equal to the Airport’s daily storage rate for heated hangars will be assessed to the vendor for each aircraft not normally hangared at the Airport. The Airport and Vendor 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 commission 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.

The Airport shall reimburse the vendor for any transactions related to or performed on aircraft owned and/or operated by The Ohio State University each month upon receipt of an invoice from the vendor (original plus 3 copies) listing charges incurred for each transaction during that month.

6. Rates/Charges. A “Schedule of Vendor'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”. Vendor has the right to adjust price quotations where examination of an aircraft reveals more than normal labor may be required to reach a satisfactory conclusion.
7. Special Services. Vendor 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. The Airport staff will refer customers to approved vendors. Vendor shall supply scheduling materials and price lists for customer use and information at the Airport and phone numbers and hours when the vendor may be contacted directly.
9. Work Area. The Airport Director or his/her representative will designate the vendor’s work area. Work area assignment will depend on availability of space without displacing customer aircraft. Airport personnel will perform all aircraft movement to or from work area or positioning at work area.
10. Equipment, Materials, and Operations. Vendor shall provide personnel and equipment capable of performing the services as provided for in this agreement. The vendor shall train vendor's employees in the techniques and safe practices required when providing services on aircraft under this agreement. Vendor shall provide the Airport with a list of all products used in the performance of their services and include material safety data sheets (MSDS) related to those products. It shall be the vendor's responsibility to keep the list and MSDS sheets updated as necessary.
11. Warranty. The vendor shall guarantee all services performed under this agreement to the satisfaction of each individual customer.
12. Advertising. The vendor 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 vendor's operation/services, unless it has received prior written permission from the University.
13. Insurance. The vendor 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 vendor 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.

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

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

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

The vendor's insurance carrier shall give written notice to the Airport Director two weeks 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. Vendor Responsibilities. The Vendor shall be responsible for obtaining all federal, state and local licenses and permits required for providing the services described in this agreement. The Vendor 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 Vendor 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.
15. 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 Vendor:
«Company»
Attn: «Contact»
«Address»
«City», «State» «Zip»

16. 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 vendor up to the date of the notice, shall accompany such notice of cancellation. Following notice by the vendor, 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.
17. 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 vendor from prompt payment of commissions or any other payments required by the terms of this agreement.
18. Assignment. The Vendor shall not sell, assign or transfer any part of this agreement without the prior written consent of the Airport Director.
19. 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.
20. 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 _____, 200_.

The Ohio State University

Vendor: «Company»

By: _____

Douglas E. Hammon
Airport Director

By: _____

Name: «Contact»
Title: «Title»