

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2025, by and between the **City of Crossville, Tennessee** ("City") and _____ ("Vendor"). **Corporate Status and Good Standing.** _____ represents and warrants that it is a duly organized and validly existing corporation under the laws of the State of Tennessee, authorized to conduct business within the state. Vendor shall provide the City of Crossville with a certificate of good standing issued by the Tennessee Secretary of State prior to the fly-in event. Furthermore, Vendor agrees to maintain its corporate charter in good standing through the date of the event, ensuring compliance with all applicable state registration and regulatory requirements.

1. Purpose

The purpose of this Agreement is to outline the terms and conditions regarding the providing of flights at the Crossville Memorial Airport Fly In and Open House.

2. Term

VENDOR will provide aircraft rides at the Airport Open House and Fly-in on October 4, 2025 between 9 AM and 3 PM at a cost of \$50 per passenger.

3. Provisions

- Flights will be conducted in a _____ aircraft and include at least ____ minutes of flight time between take-off and landing.
- Vendor will provide all aircraft, fuel, pilots, equipment, and personnel needed to safely operate these flights, including the sale of tickets, completing city-provided liability forms for each passenger, accommodating waiting passengers, and enplaning and deplaning passengers. All pilots will hold at least a Commercial pilot certificate and have a minimum of 500 hours of flight time. A photocopy of each pilot in command pilot certificate, medical certificate and logbook entries that show the pilot is current in accordance with all Federal regulations and that any private pilot has at least 500 hours of flight time.
- Vendor will determine if the weather conditions are suitable, or not suitable, for flight.
- **Passenger Eligibility and Refusal Rights**
The Vendor retains the right to refuse service to any passenger whom it reasonably determines to pose a safety risk to flight operations. However, Vendor may not deny service solely on the basis of a passenger being wheelchair-bound or having mobility limitations that affect boarding or exiting the aircraft. Vendor shall make reasonable accommodations, to the extent feasible, to assist passengers with disabilities while maintaining compliance with all applicable aviation safety regulations.

- Vendor will retain all profits and absorb any losses. Vendor agrees to assume full financial responsibility for all costs associated with its participation in the fly-in event at Crossville Memorial Airport. This includes, but is not limited to, expenses related to aircraft operation, fuel, insurance, staffing, permits, regulatory compliance, and any other costs incurred in connection with its services. The City of Crossville shall bear no financial obligation or liability for Vendor's operations or any associated expenses. There is no cost to the City for VENDORS airplane ride venture. As compliance with FAR 91.146(b)7 and FAR 91.146(b)8 are not intended, flights shall not be operated under [Federal Aviation Regulation FAR § 91.146](#). (Charitable Event)

- **Profits, Losses, Insurance, and Indemnification**
 - Proof of insurance specifically naming the City of Crossville as an additional insured will be provided to the City prior to the event. Vendor shall, at its sole expense, procure and maintain during the term of this agreement aviation liability insurance with a minimum coverage of \$1,000,000 per occurrence. Such insurance shall name the City of Crossville, its officers, employees, and agents as additional insureds.
 - Vendor agrees to defend, indemnify, and hold harmless the City of Crossville, its officers, employees, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, or expenses, including but not limited to attorney's fees, arising out of or in connection with the services provided under this agreement. This indemnification shall extend to any claims arising from accidents, injuries, or damages occurring during the fly-in event.
 - Proof of insurance coverage shall be provided to the City of Crossville prior to the event and upon request at any time during the term of this agreement.
- **Compliance with Airport Rules and Regulations**

Vendor agrees that all activities conducted under this agreement, including private flying operations during the fly-in event, shall be in full compliance with the Rules and Procedures Manual for Crossville Memorial Airport. Vendor shall adhere to all applicable airport policies, safety protocols, operational procedures, and directives issued by airport management.
- Failure to comply with these rules and procedures may result in immediate termination of this agreement at the sole discretion of the City of Crossville.
- **Regulatory Compliance**

Vendor shall ensure that all flight operations comply with all applicable federal, state, and local laws, including but not limited to Federal Aviation Administration (FAA) regulations, Tennessee state aviation laws, and any local ordinances governing airport operations.

- **Safety and Operational Standards**

Vendor shall conduct all flight activities in accordance with industry best practices and recognized safety standards. All pilots, aircraft, and equipment used during the fly-in event must meet all FAA certification and maintenance requirements.

- **Permits and Approvals**

Vendor is responsible for obtaining any necessary permits, approvals, or authorizations required to conduct private flying operations at the Crossville Memorial Airport during the event.

- **Environmental Compliance**

All operations must be conducted in accordance with environmental regulations and airport policies designed to minimize noise, pollution, and other environmental impacts. Vendor shall take all reasonable measures to prevent fuel spills, waste mismanagement, or other environmental hazards.

- **Emergency Procedures**

Vendor shall comply with all emergency response procedures established by the Crossville Memorial Airport. In the event of an accident or emergency, Vendor shall immediately notify airport authorities and cooperate fully in any investigation or response efforts.

- **Waivers and Releases of Liability**

Vendor agrees to obtain signed liability waivers from all individuals participating in private flight operations during the fly-in event at Crossville Memorial Airport. Waivers for anyone under the age of 18 shall be signed by the parents of said minor children. These waivers shall expressly release and discharge the City of Crossville, its officers, employees, agents, and representatives from any and all claims, demands, actions, or causes of action arising out of or in connection with the flight operations provided by Vendor. Release of liability forms will be provided by the City and must be completed by each passenger and verified as completed and signed by Vendor personnel prior to flight. A copy of the manifest of each flight and the completed Release of Liability form for each passenger will be provided to the City not later than close of business on Monday, October 6th.

- Vendor shall ensure that all participants fully understand the risks associated with flight activities and voluntarily assume such risks. The signed waivers shall be retained by Vendor and made available to the City of Crossville upon request.

- **Facilities and Equipment**

The City of Crossville shall provide a designated area for Vendor to sell tickets during the fly-in event, as well as ramp space for aircraft maneuvering, enplaning, and deplaning. Vendor acknowledges that the Quonset Hut is not available for occupancy by

its personnel or storage of equipment. The City shall not provide signage, supplies, or equipment for Vendor's operations. Vendor is solely responsible for furnishing all necessary materials for ticket sales, aircraft operations, and related activities.

- A ground marshaller, designated by the Airport Open House and Fly-in Committee, shall oversee and coordinate aircraft movement between the ramp and the runway during the fly-in event. Vendor acknowledges and agrees that the ground marshaller retains full authority to temporarily or permanently suspend Vendor aircraft rides if, in his or her sole discretion, flight or ground safety is compromised. Vendor shall comply with all directives issued by the ground marshaller and take immediate action to mitigate any safety concerns identified. The ground marshaller retains full authority to call for a temporary or permanent cessation of Vendor aircraft rides if in his/her opinion flight- or ground-safety is compromised.
- If the flights do not occur for any reason, including but not limited to meteorological conditions, aircraft or crew unavailability, there is no penalty against Vendor or the City of Crossville.

4. Miscellaneous Provisions

- This Agreement represents the full understanding between the parties and supersedes any prior discussions.
- Any amendments must be agreed upon in writing by both parties. Any oral statements or agreements shall not be binding on either party.
- This Agreement shall be governed by the laws of the State of Tennessee. Any litigation shall be filed exclusively in the Chancery Court for Cumberland County, Tennessee.
- It is agreed that this contract will not be effective until this contract is approved by the Crossville City Council.

5. Signatures

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates written below:

City of Crossville, TN

Company Name: _____

By: _____
R. J. Crawford, Mayor

By: _____

ATTEST: _____

Title: _____

Date: _____

ATTEST: _____

Date: _____