



# PERMIT

2850 Airport Road  
La Crosse, WI 54603  
(608) 789-7464

## AIRPORT FUEL SYSTEM

**A) THIS SECTION TO BE COMPLETED BY APPLICANT IN INK**

|   |  |                  |       |                   |     |
|---|--|------------------|-------|-------------------|-----|
| Legal Last Name   |  | Legal First Name |       | Legal Middle Name |     |
| Company   |  |                  |       |                   |     |
| Mailing Address   |  |                  |       |                   |     |
| City  |  |                  | State |                   | Zip |
| Daytime Phone   |  | Fax              |       | E-Mail Address    |     |
| Requested Fuel (select all that apply)                            |  |                  |       |                   |     |
| <input type="checkbox"/> Gasoline <input type="checkbox"/> Diesel |  |                  |       |                   |     |
| Requested Users (list name and access card number):               |  |                  |       |                   |     |

**B) PERMIT TERMS**

1. **TERM:** This Permit shall commence on the date stated below for an initial term of one (1) year, and will continue on a year-to-year basis thereafter, unless otherwise terminated. This Permit may be terminated by either party at any time.

2. **FUEL SYSTEM USE:** AIRPORT is owner of the fuel tanks, delivery and dispensing system, and fuel located at the City of La Crosse Regional Airport. AIRPORT hereby grants USER access to its fuel system for the sole purpose of fueling its vehicles in accordance with this Permit. AIRPORT agrees to sell fuel and USER agrees to purchase fuel in accordance with this Permit.

3. **TERMS AND CONDITIONS:**

(A) USER shall permit only authorized individuals who have been trained in the use of the fuel system and are familiar with the airport movement areas to conduct fueling activities. Such individuals shall be approved in writing by the Airport Manager or his designee. USER shall notify airport management immediately of employee's termination of employment or privileges. USER shall notify airport management immediately if a FOB is lost.

(B) USER hereby agrees to utilize fuel pumps for off-road, un-licensed support equipment vehicles only. Use of the fuel system for licensed or personal vehicles is strictly prohibited.

(C) USER hereby agrees to pay for all gasoline and diesel fuel obtained by USER from the AIRPORT's fuel system, including all applicable state and federal taxes, additives, and markup at a rate set by the Aviation Board of the City of La Crosse and as may be amended from time to time by the Aviation Board. USER will be invoiced monthly for such fuel and will remit payment pursuant to the current Airline Operating Agreement. Failure to timely remit payment may result in immediate termination of this License at the AIRPORT's sole discretion.

(D) USER agrees that the use of the AIRPORT fuel system is subject to the terms of this Permit and the AIRPORT has the sole right to restrict access to the fuel system and reject the sale of fuel to USER for any reason.

(E) USER shall be held liable for any and all damages to the fuel system in whole or in part arising from the use of such fuel system by USER. USER shall immediately notify the AIRPORT of any such damages.

(F) To the fullest extent allowable by law, the USER hereby indemnifies and shall defend and hold harmless the City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising before, during or after use of the AIRPORT fuel system hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of the USER, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this License, regardless if liability without fault is sought to be imposed on the AIRPORT and/or City of La Crosse. USER'S aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence or willful misconduct of the AIRPORT and/or City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of any Permit with the USER.

|                           |                        |      |
|---------------------------|------------------------|------|
| Name of Applicant (Print) | Signature of Applicant | Date |
|---------------------------|------------------------|------|

