**OUTGRANT LICENSE**

**Between**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF TRANSPORTATION**

**FEDERAL AVIATION ADMINISTRATION**

**And**

**[INSERT LICENSEE(S) NAME]**

**FAA CONTRACT NO: [69XXX-XX-L-XXXXX]**

**[INSERT ATID/FACILITY TYPE]**

**[INSERT CITY/STATE]**

**SECTION 6.1: OPENING  
  
6.1.1-2 Outgrant License Preamble (09/2020**) This clause is required for all Outgrant Licenses (Non-Fed). Note that other versions are available for Lease/Permit/Easment/Agreement.  
  
This Revocable License Agreement (hereinafter "Agreement"), made and entered into this < \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 20\_\_\_>, by and between the Federal Aviation Administration, hereinafter referred to as the "FAA" and <insert Licensee's Legal Name>, hereinafter referred to as the "Licensee". For purposes of this License, the term contractor and licensee and are interchangeable with each other.  
  
**6.1.2 Succeeding Contract (09/2020)** This clause is required when applicable if this is a succeeding real estate contract. Note that this is addressed within the Witnesseth clause for MOA's.  
  
This Real Estate Contract succeeds < No. DTFAXX-XX-L-XXXXX> and all other previous agreements between the parties for the property described in this document.

Or  
  
**6.1.2-1 Superseding Contract (09/2020)** This clause is required when applicable if this is a superseding real estate contract (where the effective date of the term is PRIOR to the expiration of the prior contract term). Note that this is addressed within the Witnesseth clause for MOA's.  
  
This Real Estate Contract supersedes < No. DTFAXX-XX-L-XXXXX> and all other previous agreements between the parties for the property described in this document.  
 **6.1.3-2 License Witnesseth (09/2020)** This clause is required in all Outgrant Licenses (Non - Fed). Note there are other versions for lease/permit/agreement/easements.  
  
Whereas, the United States of America, acting by and through the FAA possesses <insert general description of property subject to the license> facility(ies); and Whereas, the portion of this <insert land or space> utilized by the <insert FAA facility name> is available for use by the Licensee; and Whereas, it has been determined that Licensee’s use of the subject facility will not interfere with, or adversely impact the FAA’s mission, and has also determined that granting the Licensee use of the site, under the conditions and limitations set forth below, is in the best interest of the United States. Whereas, it is in the public's interest to improve property utilization and grant this secondary use. Now, therefore, the FAA does hereby grant unto the Licensee permission to use <insert acreage or square feet of space> of <land or space> in the <insert FAA facility name>, hereinafter referred to as the “demised premises”, subject to the following terms and conditions:   
  
**6.1.4-2 Demised Premises (License) (09/2020)** This clause is required in all Outgrant Licenses (Non - Fed).Note there are other versions of this clause depending on contract type. CO should use the most appropriate version for scenario.  
  
The premises consists of approximately <insert acreage or square feet of space> of <land or space>, accepted in its condition, as shown on drawing <insert drawing name/number and date>, marked as <Exhibit "A">, which is attached hereto and made a part hereof.   
  
**SECTION 6.2: TERMS**  
  
**6.2.1-2 Purpose (License) (09/2020)** This clause is required in all Outgrant Licenses (Non - Fed). Note there are other versions of this clause depending on contract type. CO should use the most appropriate version for scenario.  
  
The premises shall be used by the Licensee to <insert description of purpose/reason FAA property site is required>.   
  
**6.2.5-7 Outgrant License Term (09/2020)** This clause is required in all Outgrant Licenses (Non - Fed).  
  
This License shall be effective <insert start date> through to <insert end date>, and is revocable at the will of the FAA. The Licensee agrees to provide the FAA a minimum of a ninety (90) day written notice of its intent to surrender the demised premises.   
  
**6.2.6-4 Consideration (Outgrant - License) (09/2020)** This clause is required in all Outgrant Licenses (Non - Fed) and Optional in Outgrant Permits (Fed)   
  
The Licensee shall pay the FAA rental for the premises in the amount of <insert $ amount> per <insert period that corresponds with amount> during the license term. Payments shall be made in advance at the beginning of each payment period without the submission of invoices or vouchers. The payments shall be made to the Federal Aviation Administration, reference the Outgrant # and sent to:

FAA/MMAC

AMK-322

P.O. BOX 25770

OKLAHOMA CITY, OK 73125

Payments shall be considered paid when received by the FAA or when an electronic funds transfer is made.  
  
**6.2.18 Licensee's Restrictions (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed) to address the Line of Business' conditions or restrictions imposed upon the Licensee's use of the FAA's real property. <INSTRUCTIONS: CO should obtain detailed restrictions from the Outgrant Approval Document and include here>. Note there is an alternate version for use in Permits (FEDERAL USE)  
  
The Licensee must comply with all conditions or restrictions as follows:

<insert description of condition or restriction >.  
  
**6.2.19 Expense (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
Any cost, expense, or liability connected with, or in any manner incident to, the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by the Licensee.   
  
**SECTION 6.3- GENERAL CLAUSES**  
  
**3.2.5-1 Officials Not To Benefit 09/2020** Must be used in all SIRs and contracts (in accordance with 41 U.S.C. 22).  
  
No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.   
  
**3.10.1-22 Contracting Officer's Representative (09/2020)** This clause is optional in all real estate contracts and may be used at the RECO's discretion when a COR is appointed.  
  
(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.  
  
**6.3.9-1 Licensee's Liability for Electromagnetic Radiation (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed). See alternate version for outgrant permits.  
  
The Licensee is liable to third parties for any possible electromagnetic radiation hazard or damage which may be caused by the Licensee's transmitters on the FAA facility.  
  
**6.3.10-1 Maintenance of the Premises- Outgrant License (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed). See alternate version lease and for outgrant permit.   
  
The Licensee shall maintain the improvements and premises to include, but not limited to, general repairs, orderliness, neatness, sanitation, and provide safe working conditions as determined by the FAA. Upon request, the Licensee shall allow inspection of the premises by the FAA or its representatives, to insure proper use and protection of the premises.   
  
**6.3.11 Compliance (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
Any use of the premises or work performed thereon by the Licensee, shall be performed in a manner satisfactory to the FAA. Such work shall not commence without prior written approval by the FAA's Real Estate Contracting Officer (RECO).   
  
**6.3.12 Laws and Ordinances (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
In the exercise of any privileges granted by this License, Licensee shall comply with all applicable state, municipal and local laws, and the rules, orders, regulations and requirements of federal governmental departments and bureaus.   
  
**6.3.13 Damage (License) (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
Except as may be otherwise provided by the Licensee's restrictions, above, no FAA property shall be destroyed, displaced, or damaged by the Licensee in the exercise of the privileges granted by this License without the prior written consent of the FAA. In such event, the Licensee shall, at the FAA’s request, promptly replace, return, repair and restore any such property to a condition satisfactory to the FAA.   
  
**6.3.14 Indemnification (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
Licensee hereby agrees to indemnify, defend and save harmless, the FAA, its officers, agents and employees from:

(a) Any and all claims and demands which may be made against the FAA, its officers, agents or employees by reason of any injury to, or death of, any person, or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by, any intentional or negligent act or omission of Licensee or any of Licensee's contractors, agents, employees, or persons invited or allowed on the premises by Licensee;

(b) Liability for any and all damage to; or destruction of the property of the FAA, occupied or used by Licensee, caused by any act or omission, negligent or otherwise, of Licensee or any of Licensee's contractors, agents, employees or persons invited or allowed on the premises by Licensee.   
  
**6.3.15 Operation (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
The Licensee shall confine activities on the premises strictly to those necessary for the enjoyment of the privilege hereby granted, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of FAA business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.   
  
**6.3.18-1 Licensee Restoration (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed).  
  
Upon termination of this License, the Licensee shall restore the premises to the condition existing on the effective date of this License, with the exception of reasonable wear and tear. The Licensee shall repair any damage caused by its presence or use and remove all Licensee owned property installed or located on the premises. If the Licensee fails to remove all such property installed or located on the property within a reasonable amount of time, as determined by the FAA, it shall become the property of the FAA. This, however, will not relieve the Licensee of liability for the cost of removal and restoration. The FAA reserves the right to remove Licensee's improvements, restore the premises to a satisfactory condition, and hold the Licensee liable for all restoration costs.   
  
**6.3.20 Future Requirements (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
The Licensee shall promptly comply with such further conditions and requirements as the FAA may hereafter prescribe.   
  
**6.3.21 Attempted Variation (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
There shall be no variation or departure from the terms of this License without prior written consent of the FAA.   
  
**6.3.22 Transferability (License) (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
The Licensee shall not transfer, assign, or sublet any uses or property on the premises to third parties, nor grant any interest, privilege, or license whatsoever in connection with this License. Any attempt to transfer, assign, or sublet shall result in the immediate revocation of the license. If the Licensee, through voluntary or involuntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding cease to be the owner of the physical improvements situated on the premises, this License shall automatically be revoked.   
  
**6.3.23 Insurance (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
A. General Liability Insurance: At the commencement of this License, the Licensee shall obtain, from a reputable insurance company or companies satisfactory to the FAA, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of $1,000,000 per occurrence for any a number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Licensee, its employees, agents or contractors under this License. The Licensee shall require the insurance company or companies to furnish the FAA with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this paragraph shall contain an endorsement reading as follows:

“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”

B. Environmental/Hazardous Substances/Petroleum Products Liability Insurance: At the commencement of this License, the Licensee shall obtain, from a reputable insurance company or companies satisfactory to the FAA, specific liability insurance to cover any environmental damage, hazardous substances or petroleum products pollution to the property caused by the Licensee. The insurance shall provide an amount not less than a minimum combined single limit of $1,000,000 per occurrence for any number of claims arising from any one incident with respect to environmental damage or hazardous substances or petroleum products pollution to the property caused from or related to the presence or operations of the Licensee, its employees, agents or contractors under this License. The Licensee shall require the insurance company or companies to furnish the FAA with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this paragraph shall contain an endorsement reading as follows:

“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”

C. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the FAA may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be sent to the FAA's Real Estate Contracting Officer prior to use of the premises.

D. Licensee shall carry and maintain the required insurance as stated herein, during the entire term of this License.

E. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this Licensee, it will deliver to the FAA's Real Estate Contracting Officer a certificate of insurance or a certified copy of each renewal policy to cover the same risks.   
  
**6.3.24 Nondiscrimination (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)   
  
(a) Licensee agrees that no person shall be discriminated against in connection with the use of the premises by the Licensee, on the grounds specified in Title VI of the Civil Rights Act of 1964 (78 Stat, 238, 252; 42 U.S.C. 2000 (d)).

(b) Licensee shall obtain a written agreement assuming the same obligations with respect to nondiscrimination as those imposed upon the Licensee, from each person or firm who provides services, benefits, or performs work on the premises, on the Licensee's behalf. Licensee shall furnish a copy of such agreement to the FAA.

(c) The breach by the Licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of this License.  
  
**6.3.28-1 Interference (Outgrant License) (09/2020)** This clause is required in all Outgrant Licenses. Note that there are alternate versions of this clause to be used in outgrant permits and On Airport MOAs.  
  
The Licensee shall not interfere, in any manner or at any time, with the operation of the FAA’s facility. The Licensee shall, upon notice by the FAA, immediately cease any operation or alleviate any physical condition that has or may cause interference with the FAA's facility operation during the term of this License.    
  
**6.3.33-1 Covenant Against Contingent Fees (Licensee) (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or, in its discretion, to recover from the Licensee the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

**6.3.34 RE Anti-Kickback (09/2020)** Required in all Real Estate Contracts.

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.   
  
**6.3.45-2 RE Contract Disputes (License) (09/2020)** Required in all RE Licenses (note that other versions are available for use in Leases/Permits/Easements/Agreements).  
  
All contract disputes arising under or related to this License will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Permittor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70

Federal Aviation Administration

800 Independence Avenue, S.W., Room 323

Washington, DC 20591

Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.  
  
**6.3.49 Change of Address for Licensee (09/2020)** This clause is required in all Outgrant Licenses (Non Fed)   
  
In the case of change of address, the Licensee shall immediately notify the FAA, in accordance with notices clause herein.   
  
**6.3.50 Breach of License (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)   
  
This License may be terminated and revoked upon breach of any conditions herein or otherwise at the discretion of the FAA.   
  
**6.3.51 Effective Date of License (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)   
  
This License shall be effective on the date it has been fully executed by the parties hereto.   
  
**6.3.52 Governing Law (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
This License shall be governed by federal law.   
  
**6.3.53 Access to FAA Property (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
The Licensee shall coordinate any proposed installation and/or maintenance on the premises with the FAA’s representative shown below:

<Name of the FAA Representative> Manager, <insert organization name and code>

<insert Street Address>

<Insert City, State, Zip code>

<Insert Area code and telephone number> <Insert email address>   
  
**SECTION 6.4- FINANCIAL CLAUSES- NOT APPLICABLE**  
  
**SECTION 6.5- DESIGN & CONSTRUCTION CLAUSES- NOT APPLICABLE**  
  
**SECTION 6.6- GENERAL BUILDING REQUIREMENTS & SPECIFICATIONS CLAUSES- NOT APPLICABLE**  
  
**SECTION 6.7- SERVICES, UTILITIES, & MAINTENANCE CLAUSES- NOT APPLICABLE**  
  
**SECTION 6.8: ENVIRONMENTAL & OCCUPATIONAL SAFETY & HEALTH CLAUSES**  
  
**6.8.1-1 Hazardous Substance (Outgrant License) (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed) - Changes must be approved by Service Area ATO EOSH, as well as legal.   
  
The Licensee must not store, release, or dispose of any hazardous substance on the FAA’s property that is subject to the License. Hazardous substances are those substances designated by the Environmental Protection Agency that may present substantial danger to human health and the environment. If the FAA or any other authorized Agency finds any hazardous substance contamination during inspection, or at any time during the life of the license agreement, and the contamination is determined by FAA to be a direct result of the Licensee's actions, the Licensee agrees to pay all cost(s) incurred to identify, evaluate and remediate the contamination.   
  
**6.8.2 Environmental Liability (License) (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed) - Changes must be approved by ATO EOSH.   
  
In the exercise of any privileges granted by this License, Licensee must comply with environmental laws and regulations, and exercise due diligence to prevent any negative effects on the environment (i.e., wetlands, soil, air, water, or groundwater). The Licensee must comply with use restrictions and use only the area designated in this License. If contamination or damage to property is found after the FAA's inspection/investigation, or the inspection/investigation by any other duly authorized Federal agency, and is a direct result of the Licensee's actions, as determined by the FAA, the licensee agrees to pay for all cost(s) incurred to evaluate, clean up, and restore the damaged property.   
  
**SECTION 6.9- SECURITY CLAUSES**  
  
**6.9.1-2 Security of the Premises (09/2020)** This clause is required in all Outgrants Licenses (Non-Fed)  
  
The Licensee shall, at all times, provide adequate security as determined by the FAA, and shall exercise due diligence in the protection of the demised premises against damage or destruction.   
  
**SECTION 6.10- CLOSING**  
  
**6.10.1-2 Notices for License (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed)  
  
All notices/correspondences must be in writing, reference the Outgrant License number, and be addressed as follows:

Federal Aviation Administration

<Insert Service Area Name>

<Insert appropriate Real Estate & Utilities Group, Routing Code>

<Insert appropriate FAA Address>

<Insert City, State, Zip Code>

<insert Licensee's full name>  
<Insert Licensee's address>  
<City, State, Zip Code of Licensee's Address>  
<Insert Licensee's point of contact phone number>  
<Insert Licensee POC's email address>   
  
**6.10.3-1 License Signature Block (09/2020)** This clause is required in all Outgrant Licenses (Non-Fed) and should be adjusted as needed to accommodate multiple signees/notary/etc.  
  
This License constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged or extended except by a written instrument duly executed on behalf of the parties.

In witness whereof, the parties hereto have hereunto subscribed their names as of the date first above written.

[LICENSEE'S LEGAL NAME]

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UNITED STATES OF AMERICA

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Real Estate Contracting Officer

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
  
**SECTION 11- ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS**   
  
**[RECO SHOULD UPDATE/ADD/REMOVE AS NEEDED]**

|  |  |  |  |
| --- | --- | --- | --- |
| Number | Title | Date | Number of Pages |
| 1 | EXHBIT “A”- DRAWING/LEGAL DESC./PREMISES |  |  |
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