**OUTGRANT PERMIT**

**Between**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF TRANSPORTATION**

**FEDERAL AVIATION ADMINISTRATION**

**And**

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

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

**[INSERT ATID/FACILITY TYPE]**

**[INSERT CITY/STATE]**

**SECTION 6.1: OPENING  
  
6.1.1-3** **Outgrant Permit Preamble (09/2020)** This clause is required in all Outgrant Permits (Fed Only). Note that other versions are available for Lease/License/Easement/Agreement.  
  
This Permit, made and entered into this <insert day>day of <insert month>, 20<insert year>, by and between the Federal Aviation Administration, hereinafter called the "FAA", and the <Insert complete name of other Federal Agency>, whose address is <insert other agency address, hereinafter called the <insert other agency's acronym> or the “Permittee.  
  
**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.  
  
**6.1.3-3 Permit Witnesseth (09/2020)** This clause is required in all Outgrant Permits (Fed Only). Note that other versions are available for Lease/License/Easement/Agreement  
  
Whereas, the United States of America Acting by and through the Federal Aviation Administration possesses <identify property> utilized for the <insert name of FAA facility>; and

Whereas, the Permittee desires the right, privilege, and authority to operate and <briefly describe other agency’s facility; ex a noise monitor atop a 25-foot pole at this location together with the right to use available telco and power at this facility>; and

Whereas, the FAA has determined that such use will not interfere with FAA’s facilities on the site and has also determined that granting the permittee use of the site under the conditions and limitations set forth below, is in the best interest of the United States.

Now, therefore, the parties hereto agree, in consideration of the mutual promises hereinafter contained, as follows:   
  
**6.1.4-5 Demised Premises (Permit) (09/2020)** This clause is required in all Outgrant Permits (Fed Only). Note there are other versions of this clause depending on contract type. CO should use the most appropriate version for scenario.  
  
The FAA grants the Permittee the use of <describe what is to be granted, acreage or SF and land or space> and a portion of the property hereinafter referred to as the “demised premises” for <describe> purposes. The demised premises are depicted on survey drawing identified as <Exhibit "A,"> attached hereto and made a part hereof.   
  
**SECTION 6.2: TERMS**  
  
**6.2.1-3 Purpose (Permit) (09/2020)** This clause is required in all Outgrant Permits (Fed).Note there are other versions of this clause depending on contract type. CO should use the most appropriate version for scenario.  
  
The Permittee’s use of the demised premises is limited to the use as stated herein. The premises shall be used by the Permittee to <describe purpose or reason FAA property is needed here>. The Permittee shall not commit or Permit any unlawful acts, activities, or nuisances upon said property.   
  
**6.2.5-6 Outgrant Permit Term (09/2020)** This clause is required in all Outgrant Permits (Fed Only).  
  
This Permit shall be effective <insert date> through <insert date>, and is revocable at the will of the FAA. The Permittee agrees to provide FAA thirty (30) day’s written notice of its intent to surrender of the demised premises.  
  
**6.2.6-6 Consideration (Outgrant- Permit) (09/2020)** This clause is required in all Outgrant Permits (Federal Only).   
  
The Permittee 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.  
  
**6.2.18-1 Permittee's Restrictions (09/2020)** This clause is required in all Outgrant Permits (Fed Only) to address the Line of Business' conditions or restrictions imposed upon the Permittee'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 Outgrant Licenses (NON FED)  
  
The Permittee must comply with all conditions or restrictions as follows:

<insert description of condition or restriction >.  
  
**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 Permittee Liability (09/2020)** This clause is required in all Outgrant Permits (Fed). See alternate version for outgrant licenses.  
  
With regard to any liability which may arise from Permittee's use under this Permit, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own officers, agents or employees and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own officers, agents, or employees. Neither party is hereby waiving any rights or protection it presently enjoys by reason of any applicable law.   
  
**6.3.10-2 Maintenance of the Premises- Outgrant Permit (09/2020)** This clause is required in all Outgrant Permits (Fed Only). See alternate version for Lease and Outgrant license.  
  
The Permittee 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 Permittee shall allow inspection of the premises by the FAA or its representatives, to insure proper use and protection of the premises.   
  
**6.3.13-1 Damage (Permit) (09/2020**) This clause is required in all Outgrant Permits (Fed)  
  
The Permittee agrees to be responsible for any damage arising from the use of the demised premises authorized pursuant to this Permit. The Permittee shall repair such damage, or at the option of the FAA, reimburse the FAA for the cost of repairs, subject to availability of appropriated funds.   
  
**6.3.15-1 Operation (09/2020)** This clause is required in all Outgrant Permits (Fed Only)   
  
The Permittee 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.   
  
**6.3.19 Condition of the Premises (09/2020)** This clause is required in all Outgrant Permits (Fed)  
  
The Permittee has inspected and knows the condition of the demised premises and it is understood that rights granted to use the demised premises are without any representation or warranty by the FAA. The Permittee shall not construct any permanent or temporary structure on the premises or advertising sign(s) thereon.   
  
**6.3.22-1 Transferability (Permit) (09/2020)** This clause is required in all Outgrant Permits (Fed)  
  
The Permittee 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 Permit. Any attempt at such assignment shall result in the immediate cancellation of this Permit.   
  
**6.3.28-3 Interference (Outgrant Permit) (09/2020)** This clause is required in all Outgrant Permits. Note that there are alternate versions of this clause to be used in outgrant licenses and On Airport MOAs and land leases.  
  
The Permittee shall not interfere, in any manner or at any time, with the operation of the FAA’s facility. The Permittee 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 Permit.     
  
**6.3.34 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.   
  
**6.3.45-1 RE Contract Disputes (Permit) (09/2020)** Required in all RE Permits (note that other versions are available for use in Leases/Licenses/Easements/Agreements).  
  
All contract disputes arising under or related to this Permit 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.  
  
**6.3.49-1 Change of Address for Permittee (09/2020)** This clause is required in all Outgrant Permits (Fed Only)  
  
In the case of change of address, the Permittee shall immediately notify the FAA, in accordance with notices clause herein.   
  
**6.3.50-1 Breach of Permit (09/2020)** This clause is required in all Outgrant Permits (Fed Only)  
  
This Permit may be terminated and revoked upon breach of any conditions herein or otherwise at the discretion of the FAA.   
  
**6.3.51-1 Effective Date of Permit (09/2020)** This clause is required in all Outgrant Permits (Fed Only)  
  
This Permit 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 Permits (Fed Only)   
  
This Permit shall be governed by federal law.   
  
**6.3.53-1 Access to FAA property (09/2020)** This clause is required in all Outgrant Permits (Fed Only)  
  
The Permittee 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  
  
6.8.1-2 Hazardous Substance (Outgrant Permit) (09/2020)** This clause is required in all Outgrant Permits (Fed) - Changes must be approved by Service Area ATO EOSH.  
  
The Permittee must not store, release, or dispose of any hazardous substance on the FAA’s property that is subject to the Permit. 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 other authorized Agency finds any hazardous substance contamination during inspection, or at any time during the life of the Permit agreement, and the contamination is determined to be a direct result of the Permittee's actions, the Permittee agrees to pay for all cost(s) incurred to identify, evaluate, and remediate the contamination.   
  
**6.8.2-1 Environmental Liability (Permit) (09/2020)** This clause is required in all Outgrant Permits (Fed) - Changes must be approved by Service Area ATO EOSH. The Permittee must comply with all applicable environmental laws and regulations and exercise due diligence to prevent negative effects on the environment (i.e., wetlands, soil, air, water, or groundwater). The Permittee must comply with use restrictions and use only the area designated in this Permit. If contamination or damage to property is found after the FAA's inspection/investigation and is a direct result of the Permittee's use of the property, as determined by the FAA, the Permittee agrees to pay for all cost(s) incurred in the evaluation, clean-up, and restoration of the damaged property. Any costs associated with this clause are subject to the availability of funds.   
  
**SECTION 6.9- SECURITY CLAUSES**  
  
**6.9.1-3 Security of the Premises (09/2020)** This clause is required in all Outgrant Permits (Fed Only)  
  
The Permittee 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**  
  
**6.10.1-3 Notices for Permit (09/2020)** This clause is required in all Outgrant Permits (Fed)   
  
All notices/correspondences must be in writing, reference the Outgrant Permit number, and be addressed as follows:

To <insert other agency's acronym>:

<insert complete name of other agency>

<Insert Department, if any>

<Insert Street Address>

<Insert City State, Zip code>

To FAA:

Federal Aviation Administration

<Insert Service Area Name>

<Insert appropriate Real Estate Branch or Section, Routing Code> <Insert appropriate FAA Address>

<Insert City, State, Zip code>   
  
**6.10.3-2 Permit Signature Block 09/2020** This clause is required in all Outgrant Permits (Fed). RECO may adjust as needed to included additional signatures/notary/etc  
  
This Permit 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 subscribed their names as of the date first above written.

[Insert complete name of Other Federal Agency]

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 6.11- ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS**   
  
**[RECO SHOULD UPDATE/ADD/REMOVE AS NEEDED]**

|  |  |  |  |
| --- | --- | --- | --- |
| Number | Title | Date | Number of Pages |
| 1 | Exhibit “A”- Drawing/Legal Desc./Premises |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |