**INSTRUCTIONS FOR USING THE OUTGRANT PERMIT TEMPLATE**

This template is designed to guide you through drafting a Real Estate Contract to allow use of FAA controlled real property to another federal entity. If you are granting use to a non-federal entity, use the Outgrant License Template.

All instructions for creating these documents are typed in blue hidden text. You should create the documents with the hidden text showing, and then turn it off when printing the finished document.

The following formatting elements are found within this template:

BLUE HIDDEN TEXT- AMS PRESCRIBED USE FOR THE CLAUSE AND INSTRUCTIONS TO RECO

Red Text- DROP DOWN SELECTION OR FILL IN FOR YOUR ACTION

**How to turn hidden text on:**

Click on the File Tab

Click on Options

Click on Display

Under “Always show these formatting marks on the screen”- make sure the box for “Hidden Text” is checked.

Click OK

Click OK

An outgrant permit is considered a contract for the use of FAA controlled real property. For purposes of this document, the term Permittee is interchangeable with Grantee and License is interchangeable with Contract.

All clauses are listed in their AMS approved form as of the date of publication in the footer. If you require specific changes to a clause, legal coordination is required as described in AMS Policy 3.13.2.1. Similarly, if you cannot find a template that meets your specific scenario, please consult with Real Estate Contracting Division subject matter experts and/or legal counsel as needed.

**PLEASE CHANGE ALL FONT TO BLACK AND DELETE THESE INSTRUCTIONS PRIOR TO SENDING THE CONTRACT FOR EXECUTION.**

**OUTGRANT PERMIT**

**Between**

**THE UNITED STATES OF AMERICA**

**DEPARTMENT OF TRANSPORTATION**

**FEDERAL AVIATION ADMINISTRATION**

**And**

**[INSERT PERMITTEE NAME]**

**FAA CONTRACT NO: [XXXXX-XX-X-XXXXX]**

**ATID/FACILITY TYPE: [INSERT ATID AND FACILITY NAME/ABBREVIATION]**

**LOCATION: [CITY/STATE]**

1. **Preamble (09/2021) 6.1.1** *Insert in all real estate contracts. Edit fill-ins based on contract type.* This Choose an item. for real property is hereby entered into by and between <Insert Other Party's Legal Name>, hereinafter referred to as the Choose an item. and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.
2. **Outgrant Definitions (09/2021) 6.1.1-2** *Insert in all outgrants.* For purposes of this document, the following definitions apply:  
     
   Contract- refers to this legal instrument used to allow another party’s limited use of real property that is owned and/or controlled by the Federal Aviation Administration (FAA). As used herein, contract denotes the document (for example- permit, license, or other legally binding agreement) used to implement an agreement between Permittee/Licensee and the Federal Aviation Administration (FAA). For purposes of this document, the term contract is also interchangeable with “outgrant.”  
     
   Grantee- refers to the party(ies) granted use of real property that is owned and/or controlled by the FAA under this contract. For the purposes of this document, the Grantee may also be called the licensee or permittee depending on the type of contract or the provision within the contract.  
     
   Grantor- refers to the Federal Aviation Administration (FAA) acting by and through the United States of America. For the purposes of this document, Grantor is interchangeable with both FAA and Government.  
     
   Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

**[INSTRUCTIONS TO RECO: CHOOSE THE APPROPRIATE CLAUSE(S) FOR YOUR SCENARIO AND DELETE THE OTHER OR BOTH IF NOT APPLICABLE]**

1. **Succeeding Contract (09/2021) 6.1.2** *Insert in all contracts when the contract immediately follows an expiring contract or follows an expired contract in holdover status.* This contract succeeds <Insert Contract No. XXXXX-XX-X-XXXXX> and all other previous agreements between the parties for the property described in this document.
2. **Superseding Contract (09/2021) 6.1.2-1** *Insert in all contracts when the contract supersedes an existing contract, prior to the scheduled expiration of the existing contract term.* This contract supersedes <Insert Contract No. XXXXX-XX-X-XXXXX> and all other previous agreements between the parties for the property described in this document.
3. **Witnesseth (Permit) (09/2021) 6.1.3-3** *Insert in all outgrant permits.* Whereas, the Federal Aviation Administration possesses <identify property> utilized for the <insert name of FAA facility>; and  
     
   Whereas, the Permittee, another Agency of the United States of America, desires the right, privilege, and authority to operate a <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:
4. **Outgrant Premises (09/2021) 6.1.4-2** *Insert in all outgrants.* The premises consists of approximately <insert acreage or square feet of space> of <land or space>, accepted in its as is condition, as shown on drawing <insert drawing name/number and date>, marked as <Exhibit "A">, which is attached hereto and made a part hereof.
5. **Outgrant Purpose (09/2021) 6.1.5-1** *Insert in all outgrants.* The Grantee’s use of the premises is limited as stated herein. The Premises shall be used to <describe purpose or reason FAA property is needed here>. The Grantee shall not commit or permit any unlawful acts, activities, or nuisances upon said property.
6. **Legal Authority (09/2021) 6.2.1** *Insert in all real estate contracts.* This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
7. **Outgrant Term (09/2021) 6.2.3-3** *Insert in all outgrants.* This contract shall be effective <insert date> through <insert date>, and is revocable at the will of the FAA and no cause of action shall accrue as a result of the revocation.   
   In the event the Grantee chooses to terminate this contract, the Grantee agrees to provide the FAA thirty (30) days' written notice of its intent to surrender of the demised premises.
8. **Consideration (Outgrant) (09/2021) 6.2.4-3** *Insert in all outgrants where the FAA is receiving payment.* The Grantee shall pay the FAA for the use of the Premises in the amount of <insert $ amount> per <insert period that corresponds with amount> during the 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 be sent to:   
    FAA/MMAC  
    AMK-322  
    P.O. BOX 25770  
    OKLAHOMA CITY, OK 73125  
     
   Payments shall be considered to have been made when received by the FAA.
9. **Outgrant Restrictions (09/2021) 6.2.14** *Insert in all outgrants. NOTE: CO should obtain detailed restrictions from the Outgrant Approval Document.* The Grantee must comply with all conditions or restrictions as follows:   
   <insert description of condition or restriction >
10. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** *Insert in all real estate contracts when clauses are included by reference.* This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF\_Real\_Property\_Clauses.cfm.
11. **Officials Not To Benefit (09/2021) 6.3.0-2** *Insert in all real estate contracts.*
12. **Contracting Officer's Representative (09/2021) 6.3.0-4** *Insert in all real estate contracts.*
13. **Contingent Fees (09/2021) 6.3.0-5** *Insert in all real estate contracts.*
14. **Anti-Kickback Procedures (09/2021) 6.3.0-6** *Insert in all real estate contracts expected to exceed $150,000.*
15. **Changes, Modifications (01/2022) 6.3.8-1** *Insert in all outgrants, easements, and MOAs.* The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.
16. **Permittee's Liability (09/2021) 6.3.9** *Insert in all outgrant permits.* With regard to any liability which may arise from Grantee'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.
17. **Outgrant Maintenance of the Premises (09/2021) 6.3.10** *Insert in all outgrants.* The Grantee must maintain the improvements and premises subject to the outgrant. Such maintenance shall include, but not be limited to, making general repairs and keeping the site sanitary, orderly and neat. The Grantee shall provide safe working conditions as determined by the FAA. Upon request, the Grantee must allow inspection of premises by the FAA or its representatives to insure proper use and protection of the premises.   
      
    In the event that inspection reveals non-compliance with the duties put forth in this clause, the Government may require the Grantee to perform in accordance with this clause at no expense to the Government.  
      
    If the Grantee fails to comply after request by the Government, the Government may perform the duties under this clause and recover the reasonable costs incurred to perform the duty from the Grantee or terminate this contract.  
      
    No failure by the Government to insist upon strict performance of this clause, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
18. **Compliance (09/2021) 6.3.11** *Insert in all outgrants.* Any use of the premises or work performed thereon by the Grantee, 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).
19. **Damage (Permit) (09/2021) 6.3.13-1** *Insert in all outgrant permits.* The Grantee agrees to be responsible for any damage arising from the use of the demised premises authorized pursuant to this Permit. The Grantee shall repair such damage, or, at the express written consent of the FAA, reimburse the FAA for the cost of repairs, subject to availability of appropriated funds.
20. **Operation (09/2021) 6.3.15** *Insert in all outgrants.* The Grantee 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. The Grantee shall not construct any permanent or temporary structure on the premises or advertising sign(s) thereon.
21. **No Waiver (09/2021) 6.3.17** *Insert in all real estate contracts.* No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
22. **Restoration (Outgrants) (09/2021) 6.3.18-2** *Insert in all outgrants.* Upon termination of this contract, the Grantee shall restore the premises to the condition existing on the effective date of this contract, with the exception of reasonable wear and tear. The Grantee shall repair any damage caused by its presence or use and remove all Grantee owned property installed or located on the premises. If the Grantee 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 Grantee of liability for the cost of removal and restoration. The FAA reserves the right to remove Grantee’s improvements, restore the premises to a satisfactory condition, and hold the Grantee liable for all restoration costs.
23. **Condition of the Premises (09/2021) 6.3.19** *Insert in all outgrants.* The Grantee 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.
24. **Future Requirements (09/2021) 6.3.20** *Insert in all outgrants.* The Grantee shall promptly comply with such further conditions and requirements as the FAA may hereafter prescribe.
25. **Attempted Variation (09/2021) 6.3.21** *Insert in all outgrants.* There shall be no variation or departure from the terms of this contract without prior written consent of the FAA.
26. **Transferability (Permit) (09/2021) 6.3.22-1** *Insert in all outgrant permits.* The Grantee 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 termination of this Permit.
27. **Interference (Outgrant) (09/2021) 6.3.28-1** *Insert in all outgrants.* The Grantee shall not interfere, with the operation of the FAA’s facility. The Grantee 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 contract.
28. **Compliance with Applicable Laws (01/2022) 6.3.31-1** *Insert in all land leases, MOAs, easements, and outgrant.* This Contract shall be governed by federal law.  The Contractor shall comply with all applicable federal, state, and local laws.  The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
29. **Integrated Agreement (09/2021) 6.3.36** *Insert in all real estate contracts.* This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
30. **Unauthorized Negotiating (09/2021) 6.3.37-1** *Insert in all outgrants.* In no event shall the Grantee enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
31. **Disputes (01/2022) 6.3.39-1** *Insert in all outgrants and on-airport MOAs.* Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.
32. **Change of Address (09/2021) 6.3.43** *Insert in all outgrants.* In the case of change of address, the Grantee shall immediately notify the FAA, in accordance with the Notices clause herein.
33. **Breach (09/2021) 6.3.44** *Insert in all outgrants.* This Outgrant contract may be terminated upon breach of any condition herein or otherwise at the discretion of the FAA.
34. **Governing Law (09/2021) 6.3.45** *Insert in all outgrants.* This Outgrant contract shall be governed by federal law.

**[INSTRUCTIONS TO RECO: ADDITIONAL CONTACTS MAY BE ADDED HERE AS NEEDED BASED ON YOUR SCENARIO. THE FILL INS HERE ARE ONLY A MINIMUM REQUIREMENT]**

1. **Access to FAA property (09/2021) 6.3.46** *Insert in all outgrants.* The Grantee shall coordinate any proposed installation and/or maintenance on the premises with the FAA’s representative shown below:  
   <Title of the FAA Representative>, <insert organization name and code>     
    <insert Street Address>  
    <Insert City, State, Zip code>  
    <Insert Area code and telephone number> <Insert email address>
2. **Hazardous Substance (Outgrant) (09/2021) 6.8.1-1** *Insert in all outgrants. Changes must be approved by the appropriate FAA environmental representative.* The Grantee must not store, release, or dispose of any hazardous substance on the FAA’s property that is subject to the outgrant contract. 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 outgrant contract agreement, and the contamination is determined by FAA to be a direct result of the Grantee's actions, the Grantee agrees to pay all cost(s) incurred to identify, evaluate and remediate the contamination.
3. **Environmental Liability (09/2021) 6.8.2** *Insert in all outgrants. Changes must be approved by the appropriate FAA environmental representative.* In the exercise of any privileges granted by this outgrant contract, Grantee must comply with environmental laws and regulations, and exercise due diligence to prevent any negative effects on the environment (e.g., wetlands, soil, air, water, or groundwater). The Grantee must comply with use restrictions and use only the area designated in this outgrant contract. 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 Grantee's actions, as determined by the FAA, the Grantee agrees to pay for all cost(s) incurred to evaluate, clean up, and restore the damaged property.
4. **Notices for Outgrants (09/2021) 6.10.1-2** *Insert in all outgrants.* All notices/correspondences must be in writing, reference the Outgrant Contract number, and be addressed as follows:   
     
   (a) Federal Aviation Administration  
    <Insert Service Area Name>  
   <Real Estate Contracting Division>, <Routing Code> <Insert appropriate FAA Address>  
    <Insert City, State, Zip code>   
   (b) <Insert Grantee's Name> <Insert Grantee's Address>  
   <Insert City, State, Zip code>
5. **Outgrant Signature Block (09/2021) 6.10.3-1** *Insert in all outgrants. RECO may adjust as needed to accommodate multiple signees/notary/etc. NOTE: All outgrants should have a Notary Acknowledgement for each signee. Outgrant Licenses with an entity other than a private individual should also have a Certificate of Authorization for the Grantee.* This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.  
   <INSERT GRANTEE'S FULL 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENTS/EXHIBITS:**

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