

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
VECTOR AIRPORT SYSTEMS, LLC &
GARFIELD COUNTY FOR GARFIELD COUNTY REGIONAL AIRPORT (RIL)

Agreement Name: *PLANEPASS*® Automated Aircraft Fee Billing & Collections Solution

This agreement ("AGREEMENT"), dated as of November 18, 2024 ("Execution Date"), is by and between the Garfield County for Garfield County Regional Airport (RIL), (hereinafter "CLIENT"), and Vector Airport Systems, LLC (hereinafter "CONTRACTOR"). The CLIENT shall be defined as the client airport(s) and their governing municipality.

RECITALS

- I. WHEREAS, CONTRACTOR represents that it is a duly qualified provider of various products and services including *PLANEPASS*® aircraft operating fee billing & collection services, and
- II. WHEREAS, in the judgment of the CLIENT, it is necessary and desirable to employ the services of CONTRACTOR for the performance of aircraft operating fee billing & collection services.
- III. NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement:

- 1.1. The term of this Agreement shall commence as of the COMMENCEMENT DATE set forth below and shall continue thereafter for a period of (3) three years (the "Initial Term"). CLIENT shall have the option to renew the AGREEMENT annually on the anniversary of the COMMENCEMENT DATE for two (2) one-year Option Year(s). The Term shall continue and automatically renew for successive one (1) year terms, each ("Successive Term") without further act or instrument, unless either party provides notice per Section 2.3. All terms, conditions, and fees of this AGREEMENT continue unchanged during the Option Year(s) and Successive Term(s).
- 1.2. The COMMENCEMENT DATE is December 1, 2024.

2. Termination

- 2.1. **Termination for Convenience:** Neither party may terminate this AGREEMENT for convenience without the consent of the other party for a period of one (1) year following the COMMENCEMENT DATE. After one (1) year from COMMENCEMENT DATE has elapsed, either party may terminate this AGREEMENT for convenience by providing written notice to the contacts listed in Section 7 no less than sixty (60) calendar days prior to the requested termination date.
- 2.2. **Termination for Cause:** Notwithstanding any other provision of this AGREEMENT --

Should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, CLIENT must:

- First, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 calendar days to cure this violation.
- Second, if CONTRACTOR fails to cure the violation within 30 calendar days of receiving notification from CLIENT, CLIENT may immediately terminate this AGREEMENT by giving CONTRACTOR written notice of such termination, stating the reason for termination.

Should CLIENT fail to perform its obligations under this AGREEMENT, including failing to pay CONTRACTOR in accordance with this AGREEMENT, or otherwise violates any of the terms of this AGREEMENT, CONTRACTOR must:

- First, notify CLIENT of violation of obligations and give CLIENT 30 calendar days to cure this violation.
- Second, if CLIENT fails to cure the violation within 30 calendar days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this AGREEMENT by giving CLIENT written notice of such termination, stating the reason for termination.

2.3. **Termination for AGREEMENT Expiration:** If, upon the expiration of this AGREEMENT, the CLIENT or CONTRACTOR elect not to continue this AGREEMENT (either by extension of agreement period or entering into a new agreement for similar products, services, or solutions), either CONTRACTOR or CLIENT may notify the other party in writing of intent to not continue this AGREEMENT. Notice must be given 60 days prior to the anniversary of the COMMENCEMENT DATE. In the case of such notification, the following provisions will also apply in this case as well as for Termination for Cause.

2.4. **Delivery of Work Product and Final Payment Upon Termination:** In the event of termination, CONTRACTOR, within 30 days following the date of termination, shall deliver to CLIENT:

- **For PLANEPASS®:** All standard reports pertaining to unpaid balances and to any amounts paid into CONTRACTOR and unpaid yet to CLIENT.

2.5. **Payment Upon Termination:** Upon termination of this AGREEMENT by CLIENT, CONTRACTOR shall be entitled to payment for all contracted services unpaid and due before the effective date of termination. Payment shall be made by CLIENT within 30 days of a written invoice from CONTRACTOR.

2.6. **Service Wind-Down Period:** Should the AGREEMENT be terminated for any reason, including expiration of the AGREEMENT Term prior the Parties agreeing to continue the same or similar services, the following Service Wind-Down Period and provisions shall apply:

- CONTRACTOR will remit to CLIENT all aircraft operating fees collected up to the point of termination, less the CONTRACTOR Billing & Collection Fees specified in this AGREEMENT.
- CONTRACTOR will produce aircraft operating fee invoices for any time period through the termination date as-yet not invoiced, ideally a full calendar month per the normal process. This final invoice period will be the last period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.
- CONTRACTOR will continue customer service, payment processing, active collections, reporting, and remittance for four calendar month periods after the AGREEMENT termination

effective date. Four months are recommended to maximize collections for previously invoiced periods. CONTRACTOR's ongoing fee for *PLANEPASS*® Billing & Collection service stated in Section 4.2 will apply to amounts collected during the four-month period after termination date.

- After the above indicated service continuation period has ended, CONTRACTOR will discontinue all customer service and collection efforts and will refer all customer service calls to the CLIENT. Because some aircraft operators may not comply with CONTRACTOR's instructions to pay CLIENT directly after continuation period has ended, CONTRACTOR will continue to passively allow payments to be made to its lockbox and will continue to report and remit these payments to the CLIENT on a monthly basis.

3. Scope of Work

3.1. CONTRACTOR's Specified Work: CONTRACTOR shall perform the services described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in EXHIBIT A.

3.2. Cooperation with CLIENT: CONTRACTOR shall cooperate with CLIENT and CLIENT staff in the performance of the Scope of Work hereunder.

3.3. Cooperation by CLIENT: CLIENT shall cooperate with CONTRACTOR and CONTRACTOR's staff in performance of the Scope of Work hereunder.

3.4. Audits & Inspections: CONTRACTOR shall use commercially reasonable efforts such that at any time during normal business hours and as often as CLIENT may deem necessary, the CONTRACTOR shall make its records with respect to matters covered by this AGREEMENT available for examination. The CONTRACTOR shall permit CLIENT to audit, examine and make excerpts from such records and audit all contracts, invoices, materials, and other data relating to this AGREEMENT. All records may be provided for examination electronically, at CONTRACTOR's discretion. CLIENT may call for a certified, independent audit to be performed, at CONTRACTOR'S expense, by a mutually agreed upon auditor.

3.5. Performance Standard: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. CLIENT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this AGREEMENT. CONTRACTOR hereby agrees to provide all services under this AGREEMENT in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws.

4. Compensable Products and Services: CONTRACTOR shall be compensated for all goods sold and services performed pursuant to this AGREEMENT according to the following:

4.1. Equipment: As of Execution Date, the contracted solution does not require CLIENT to purchase equipment. CONTRACTOR may have a transponder receiver installed at the CLIENT's location at CONTRACTOR's discretion. If future changes in scope require equipment purchase, the purchase and payment terms will be governed by an amendment to this AGREEMENT, or a separate agreement or

purchase order.

4.2. **PLANEPASS® Billing & Collection:** CONTRACTOR’S ongoing service fee activity is 16% of amounts collected under the terms of this AGREEMENT. CONTRACTOR’S fee is paid out of collections on behalf of CLIENT at the time of transfer of the “balance of collections” to CLIENT.

4.2.1. The “balance of collections” is defined as total net collections on behalf of CLIENT in a monthly collection cycle less the PLANEPASS® Billing & Collection fee, stated above.

4.2.2. The transfer of the “balance of collections” and CONTRACTOR’S fee will occur monthly by the 10th business day.

5. **Payment Terms:** For all services and incidental costs required hereunder, CONTRACTOR shall be paid in accordance with the following terms:

5.1. **PLANEPASS® Billing & Collection:** CONTRACTOR’S fee is retained by CONTRACTOR from collection proceeds, transferred from collections account at the time of monthly disbursement to CLIENT following each monthly collection period.

6. **Insurance:** With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain insurance with the minimum policy limits as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Type of Coverage	Policy Limits
Worker’s Compensation	\$1,000,000
Commercial General Liability	\$1M per occurrence, \$2M aggregate
Business Auto Liability	\$1,000,000

CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. **Notice:** All notices, demands, requests or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

7.1. All notices, demands, requests or approvals from CONTRACTOR to CLIENT shall be addressed to:

Airport Director
Rifle Garfield County Airport
0375 County Rd. 352
Building 2060
Rifle, CO 81650

7.2. All notices, demands, requests or approvals from CLIENT to CONTRACTOR shall be addressed to:

Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive
Herndon, VA 20170

8. **Independent Parties:** The parties to this AGREEMENT will act in their independent capacities and not as agents, employees, or partners of one another. CLIENT, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.
9. **Integrated Contract:** This AGREEMENT represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this AGREEMENT will be effective only by written execution signed by both CLIENT and CONTRACTOR and approved as to form by CLIENT's Attorney.
10. **Authority of Executor:** The person executing AGREEMENT on behalf of CLIENT certifies and represents that he/she has authority and power to bind CLIENT to the obligations set forth herein and to sign on its behalf.
11. **Waiver:** A waiver by either party to this AGREEMENT of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
12. **No Assignment and No Third-Party Beneficiaries:** Provider shall not assign any rights, delegate any duties or subcontract any part of the performance required by the Agreement without the express written consent of the Client. Such consent, CLIENT shall not unreasonably withhold. Enforcement of the terms and conditions of this Addendum and all rights of action relating thereto are strictly reserved to the CLIENT and the Provider and nothing contained in this Addendum shall give or allow any such right of action to any third party.
13. **Indemnification:** CONTRACTOR to CLIENT: The CONTRACTOR shall indemnify and hold harmless the CLIENT, its officers, employees, agents and contractors from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT.

CLIENT to CONTRACTOR: To the extent allowed by the Laws of the state of Colorado, the CLIENT hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits arising out of, because of or due to intentional or negligent acts or omissions of the CLIENT, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CONTRACTOR for its own negligence. These terms shall not be construed to waive

any statutory rights provided to the CLIENT.

14. **No Personal Liability:** No member, director, or officer or employee of either party shall be personally liable for the performance of either party's obligations under this AGREEMENT or on account of any breach thereof or because of its execution or attempted execution.
15. **Limitation of Liability:** CONTRACTOR's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the CONTRACTOR's work or this AGREEMENT from any cause or causes, including but not limited to CONTRACTOR's errors, omissions, negligence, strict liability, and breach of contract, shall not exceed two million dollars (\$2,000,000.00).
16. **Work for Hire:** CONTRACTOR retains ownership and all intellectual property, trademark and patent rights associated with any and all processes or materials, tangible or intangible, used in the provision of services under this AGREEMENT. Such materials include but are not limited to: concepts, ideas, techniques, data, databases, software, customer lists, materials, and specifications.
17. **Severability:** If any provision of this AGREEMENT, or the application thereof, to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law unless one or both parties would be substantially and materially prejudiced.
18. **Governing Law and Venue:** This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of Garfield County, Colorado shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the CLIENT in connection with the AGREEMENT. Prior to filing any claim or action related to this AGREEMENT, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.
19. **Force Majeure:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this AGREEMENT, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). This Section shall not be applicable to the CONTRACTOR's obligations to procure insurance or to pay any Payments or any other sums, moneys, costs, charges or expenses required to be paid by the CONTRACTOR hereunder. If any provision of this AGREEMENT negates or limits the period of any force majeure extension, such provision shall override this Section. The CONTRACTOR shall not be entitled to an extension for any Unavoidable Delay unless the CONTRACTOR has given the CLIENT notice of the delay within a reasonable time following the occurrence of the delaying event.

20. **Nondiscrimination:** Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the CLIENT's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.
21. **No Waiver of Governmental Immunity.** The parties acknowledge that the CLIENT, its commissioners, officials, officers, directors, agents, and employees are relying upon and do not waive the immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq. No term of the Agreement shall be construed to limit the Governmental Immunity Act.
22. **Accessibility.** CONTRACTOR agrees that if the product or service provided to the CLIENT includes a digital experience including, but not limited to websites, applications, or digital assets or interfaces, any such digital experience shall meet all the applicable Level A and AA success criteria of the latest non-draft Web Content Accessibility Guidelines (WCAG). CONTRACTOR agrees to indemnify and hold harmless CLIENT against any failure by Contractor to comply with Colorado Accessibility Standards for Individuals with a Disability in relation to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date.

[signature page to follow]

VECTOR: Vector Airport Systems, LLC

By:  Title: Director of Finance & Administration

Name: Patrick Hanney Date: 11/12/2024

CLIENT: Garfield County, Colorado

By: _____ Title: _____

Name: _____ Date: _____

EXHIBIT A – Scope of Work (“WORK”)

CONTRACTOR shall:

Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the CLIENT:

- Federal Aviation Regulations (“FAR”) Part 91 Landing Fees
- Federal Aviation Regulations (“FAR”) Part 135 Landing Fees
- To modify the fees billed under this AGREEMENT, CLIENT must complete and submit a Change Order, provided in EXHIBIT D, to CONTRACTOR. This request must be made by an authorized representative of the CLIENT.
 - CONTRACTOR must agree that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service. Any proposed adjustments detailed in a Change Order are not considered accepted or effective until an authorized representative of the CONTRACTOR has signed and executed the Change Order.
 - Fee adjustments that require material changes to Scope of Work may require renegotiation and an amendment to the CONTRACTOR’S fee stated in Section 4.2 of this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **PLANEPASS® Billing & Collection Service:** Utilize *PLANEPASS*® service and billing engine to identify billable aircraft operations, as defined by the CLIENT, and track exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
 - 1.1. Provide exemptions for CLIENT-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
 - 1.2. Coordinate with CLIENT staff to ensure that invoices generated on behalf of the CLIENT are consistent with the CLIENT’S existing billing rate and policies. Provide electronic access to CONTRACTOR’S Customer Portal in order to allow CLIENT customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by CONTRACTOR.
 - 1.3. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
 - 1.4. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
 - 1.5. Enable web-based access by CLIENT staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
 - 1.6. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
 - 1.7. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the CLIENT in accordance with the CONTRACTOR service fee agreement outlined in the pricing section herein.
 - 1.8. Provide ongoing client and user support.

CLIENT shall:

1. CLIENT Obligations:

1.1. **CLIENT Obligations – General:** CLIENT shall be obligated to use its best efforts to perform or provide the following:

- 1.1.1. **Provide Information:** CLIENT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within CLIENT's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
- 1.1.2. **Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT.
- 1.1.3. **Timely Response:** CLIENT shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to CLIENT for review by CONTRACTOR and respond as necessary within a reasonable time.

1.2. CLIENT Obligations – *PLANEPASS*[®]

- 1.2.1. **Financial Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS*[®] financial reports and interfacing with CONTRACTOR's *PLANEPASS*[®] team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 1.2.2. **Exemption List:** CLIENT will provide CONTRACTOR with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by CONTRACTOR. CLIENT will provide updates to the exemption list on a monthly basis via email to datainput@vector-us.com CLIENT shall not bill "exempt" aircraft included on the exemption list for fee types managed by CONTRACTOR. "Exempt" is understood to mean not billed by any party.
- 1.2.1.1. **Payments Received by CLIENT:** CLIENT shall not accept payments for fees invoiced by CONTRACTOR. To ensure proper accounting, if CLIENT receives a payment on-site or electronically for an invoice generated by CONTRACTOR, CLIENT will inform CONTRACTOR via email to billing@vector-us.com. CLIENT will either refund payment directly to the payor, remit the funds to CONTRACTOR, or retain the funds with the implied understanding that the payment will be listed on the relevant monthly Collection Report and is subject to CONTRACTOR's service fee.
- 1.2.3. **Fee Types Managed by CONTRACTOR:** The specific aircraft operating fee types placed under CONTRACTOR's management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining CONTRACTOR's fee for professional services. If during the Term or any Option Year CLIENT wishes to remove a fee type from CONTRACTOR's management, CLIENT shall request CONTRACTOR provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of CONTRACTOR, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR's service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.
- 1.2.4. **Airport Policy:** CLIENT shall be responsible for setting CLIENT policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR's Work in the performance of this AGREEMENT. CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee

billing policies instituted by the CLIENT. The CLIENT is responsible for communicating these policies to the appropriate CLIENT stakeholders including the flying community.

1.2.4.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be submitted via a Change Order, provided in EXHIBIT D, to officemanager@vector-us.com at least forty-five (45) calendar days prior to implementation. The Change Order will undergo review for approval and must be executed by an authorized representative of CONTRACTOR before any fee changes are considered accepted and can be implemented.

1.2.5. **Authorization to Bill & Authorization to Collect Documentation:** CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an “Authorization to Bill & Collect” letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an “Authorization to Collect” letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

1.2.5.1. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide the “Authorization to Bill & Collect” letter on the webpage where fee information is displayed for public view. CLIENT may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

1.2.5.2. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide a link to CONTRACTOR’s secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.PLANEPASS.com>. The portal* allows aircraft operators to:

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

EXHIBIT B – Authorization to Bill Letter

DATE

Dear Garfield County Regional Airport Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of Garfield County Regional Airport (RIL). {If applicable: For all operations occurring until midnight on DATE, Garfield County Regional Airport will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for RIL are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: _____ . [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>.

- **Vector’s self-service web portal* allows aircraft operators to:**
 - 1) Update contact information, including email or postal mail addresses
 - 2) Process credit card payments
 - 3) Enroll in electronic invoicing
 - 4) View account history
 - 5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

The Airport’s Administration Office staff may also be reached [insert email].

Sincerely,


JOHN MARK
CEO

[insert signature - preferably a cursive version of your wet signature]

EXHIBIT C – Authorization to Collect Letter

DATE

Dear AIRPORT NAME Aircraft Operator,

Since DATE, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of Garfield County Regional Airport (RIL). Vector is authorized to collect balances due on the Airport’s behalf.

Garfield County Regional Airport (RIL) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. **How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector PLANEPASS® - US Airports
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector’s PLANEPASS® Payment Portal:
<https://payment.planepass.com>

II. **Billing Concerns & Account Management with Activity Details:**

Vector’s PLANEPASS® Payment Portal (<https://payment.planepass.com>)* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

*The portal login is based on your Vector invoice number and Vector operator ID.

- III. **Landing fees:** Landing fees for Airport RIL are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at:
[insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport’s Administration Office staff at [insert email] and [phone number]. You may contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

Sincerely,



JOHN MARK
CEO

[insert personalized signature – this should be your unique personalized signature like this one:]

EXHIBIT D – CHANGE ORDER

REQUESTED BY (CLIENT):

CONTRACTOR:

Client Name: _____
Address: _____

Requestor Name: _____
Requestor Phone: _____
Requestor Email: _____
Change Order No. _____
Date of Request: _____

Contractor Name: Vector Airport Systems, LLC.
Address: 280 Sunset Park Dr
Herndon, VA 20170
Contractor Phone: (703) 817-7777
Contractor Email: officemanager@vector-us.com

Description of Change	Reason For Change	Requested Effective Date

APPROVED BY:	
<i>THIS CHANGE ORDER IS NOT CONSIDERED ACCEPTED OR EFFECTIVE UNTIL EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH THE REQUESTOR AND CONTRACTOR BELOW.</i>	
Change Orders must be submitted to officemanager@vector-us.com at least forty-five (45) calendar days prior to requested effective date.	
_____ AUTHORIZED REQUESTOR NAME	_____ AUTHORIZED CONTRACTOR NAME
_____ AUTHORIZED REQUESTOR SIGNATURE	_____ AUTHORIZED CONTRACTOR SIGNATURE
_____ DATE OF ACCEPTANCE	_____ DATE OF ACCEPTANCE