

NAVY FLYING CLUB AIRCRAFT LEASE AGREEMENT

Agreement No. _____

THIS AGREEMENT is made and entered into by and between the _____ Navy Flying Club, a Nonappropriated Fund Instrumentality (NAFI) of the United States Navy hereinafter called the LESSEE, and the Aircraft Owner, hereinafter called the LESSOR.

NOW, THEREFORE, the LESSEE and the LESSOR, for the consideration hereinafter set forth, agree as follows:

(NOTE TO CONTRACTING OFFICER: Articles 1, 3, 4 and 5 below require revision based upon negotiations with the LESSOR).

ARTICLE 1: The LESSOR agrees to lease to the LESSEE for its exclusive use during the term of this lease agreement, _____ (insert quantity) airplane(s) which is (are) described in Attachment "A" to this lease agreement for a period of _____ (insert number) months, which airplane(s) are warranted by the LESSOR to be airworthy according to Federal Aviation Administration standards. LESSOR represents that he/she is the (sole owner) (sole owner subject to a mortgage held by _____) **(NOTE TO CONTRACTING OFFICER: SELECT ONE OF THE PREVIOUS OPTIONS, DELETE OTHER OPTION NOT SELECTED PRIOR TO SENDING AGREEMENT TO LESSOR FOR SIGNATURE)** of the airplane(s).

ARTICLE 2: The airplane(s) provided by the LESSOR shall have, at the time of delivery:

a. The equipment listed in Attachment "A" to this lease agreement.

b. A certificate from the appropriate United States agency indicating that the airplane(s) is (are) airworthy.

c. Prior to acceptance, the LESSEE shall inspect, test and flight-check the airplane(s) through its authorized agent(s). If such test or inspection reveals that the airplane(s) is (are) not equipped and/or the condition is not as stipulated, LESSEE may decline acceptance, in which case this agreement shall become null and void.

ARTICLE 3: Insurance Options

(NOTE TO CONTRACTING OFFICER: SELECTED EITHER OPTION 1 OR 2 BELOW. DELETE OPTION NOT SELECTED PRIOR TO SENDING AGREEMENT TO LESSOR FOR SIGNATURE)

a. Option No. 1

(1) The LESSEE agrees to pay for hull repair insurance coverage under the Navy Flying Club Insurance program following applicable Navy directives. The hull repair coverage will be maintained for the declared amount of \$_____. This declared amount will be reestablished quarterly (based on the effective date of this agreement) in an amount commensurate with the value of the airplane and all installed equipment listed in Attachment "A." The liability of the LESSEE for damage to the aircraft shall not exceed the declared value. Hull repair insurance coverage is not extended to the LESSOR in either of the following instances:

(a) When the LESSOR is in care, custody, or control of the airplane (unless at the time of damage to the airplane the LESSOR was acting in the capacity of an authorized member or participant of the Navy Flying Club).

(b) Or, if the hull damage resulted from the negligence of the LESSOR, his or her agents, servants, or employees.

(2) The LESSEE agrees to pay for public liability (both bodily injury and damage to the property of others) insurance coverage under the Navy Flying Club insurance program in accordance with applicable Navy directives. The public liability coverage, discussed in this paragraph, is not extended to the LESSOR when the LESSOR is in care, custody, or control of the airplane, unless at the time of the occurrence giving rise to a public liability claim, the LESSOR is acting in the capacity of an authorized member or participant of the Navy Flying Club.

(3) The LESSOR is not held responsible for any portion of the premium assessment or deductible applicable for either the hull or public liability coverage provided under this article.

b. Option No. 2

(1) The LESSOR agrees to pay for hull repair insurance coverage under the Navy Flying Club Insurance program following applicable Navy directives. The LESSEE is (is not) responsible for the deductible amount of the insurance, (but such responsibility of the LESSEE shall not exceed _____ per incident). The LESSOR shall not hold the lessee, its agents, employees, and authorized participants in its activities liable for any damage to the airplane (except for such deductible amount provided herein).

(2) The LESSOR agrees to pay for public liability (both bodily injury and damage to the property of others) insurance coverage under the Navy Flying Club insurance program in accordance with applicable Navy directives. The public liability coverage, as discussed in this paragraph, is not extended to the LESSOR (unless at the time of the occurrence giving rise to a public liability claim, the LESSOR is acting in the capacity of an authorized member or participant of the Navy Flying Club).

(3) The LESSEE is not held responsible for any portion of the premium assessment or deductible applicable for either the hull or public liability coverage provided under this article.

ARTICLE 4: FLIGHT HOUR OPTIONS

(NOTE TO CONTRACTING OFFICER: SELECTED EITHER OPTION 1 OR 2 BELOW. DELETE OPTION NOT SELECTED PRIOR TO SENDING AGREEMENT TO LESSOR FOR SIGNATURE)

a. Option No. 1: The LESSEE does not guarantee a minimum monthly use of the airplane(s). The number of operating hours shall be computed from the _____ (insert engine recording tachometer or hour meter) installed in the airplane. The time shall be taken on the first day of each month prior to the first flight of the day. Fees due the LESSOR shall be based on the difference between the present month and prior month readings, at the rate of \$_____ per hour, less any time charged to inspections and/or maintenance as provided in Article 5 of this agreement. Payment shall be made to the LESSOR on or before the ____ day of each month for use during the preceding month.

b. Option No. 2: The LESSEE guarantees a minimum monthly utilization of _____ hours per airplane. The number of operating hours shall be computed from the _____ (insert engine recording tachometer or hour meter) installed in the airplane. The time shall be taken on the 1st day of each month prior to the first flight of the day. Fees due the LESSOR shall be based on the difference between the present month and prior month readings, at the rate of \$_____ per hour, less any time charged to inspections and/or maintenance as provided in Article 5 of this agreement. Payment shall be made to the LESSOR on or before the _____ day of each month for use during the preceding month.

ARTICLE 5: AIRCRAFT MAINTENANCE OPTIONS

(NOTE TO CONTRACTING OFFICER: SELECT EITHER OPTION 1 OR 2 BELOW. DELETE OPTION NOT SELECTED FROM AGREEMENT PRIOR TO SENDING AGREEMENT TO LESSOR FOR SIGNATURE)

a. Option No. 1: The LESSEE agrees to pay to perform, or have performed, all routine maintenance, 100-hour, progressive, and annual inspections which may become due during the term of this lease agreement and to provide all oil changes, oil, fuel, and maintenance recommended by the manufacturer or directed by the Federal Aviation Administration during the duration of this lease agreement. The LESSEE shall provide spare parts, major overhaul of engines and airframe, and shall be responsible for compliance with any additional directives of the Federal Aviation Administration or service bulletins which might be published during the period of this lease agreement. No portion of this maintenance shall be provided by the LESSOR. The LESSEE shall record all _____ (insert engine recording tachometer or hour meter) time expended in carrying out all responsibilities under this article to include pre- and post-maintenance engine runs, ferry time to and from maintenance facilities, if other than LESSEE's facilities, and functional check flights as required to test aircraft performance operation. Lessor shall not be compensated for _____ (insert engine recording tachometer or hour meter) time as set forth in Article 4.

b. Option No. 2: The LESSOR agrees to pay to perform, or have performed, all routine aircraft maintenance, 100-hour, progressive, and annual inspections which may become due during the term of this lease agreement and to provide all oil changes, oil, fuel, and maintenance recommended by the manufacturer or directed by the Federal Aviation Administration during the

duration of this lease agreement. The LESSOR shall provide spare parts, major overhaul of engines, and airframe and shall be responsible for compliance with any additional directives of the Federal Aviation Administration or service bulletins which might be promulgated during the period of this lease agreement. The LESSEE agrees to release the airplane(s) to the LESSOR to permit him or her to carry out his or her record of all _____ (insert engine recording tachometer or hour meter) time expended in carrying out all responsibilities under this article to include pre- and post-maintenance engine runs, ferry time to and from maintenance facilities, if other than LESSEE's facilities, and functional check flights required to test aircraft performance and operation. LESSOR shall not be compensated for _____ (insert engine recording tachometer or hour meter) time so recorded as set forth in Article 4.

ARTICLE 6: The LESSEE agrees that the airplane(s) under this agreement will be based primarily at _____ subject to the approval of the commanding officer and that proper tie-down (hangar) facilities will be used at all times for said airplane(s). The LESSEE further agrees that the airplane(s) furnished under this lease agreement will be operated only by FAA-certified mechanics and licensed pilots with ratings of Student Pilot or higher.

ARTICLE 7: The LESSEE agrees that it will assume custody of the airplane(s) indicated in Attachment "A" of this lease agreement after the lease agreement has been executed by both parties. The LESSEE further agrees that it will return said airplane(s) in as good a condition as when received, normal wear and tear excepted. (See Article 2 of this agreement.)

ARTICLE 8: The delivery of the airplane(s) under this lease agreement will take place at _____. Return delivery of the airplane(s) by the LESSEE to the LESSOR, or his or her authorized representative, will take place at _____, promptly upon expiration or termination of this agreement.

ARTICLE 9: It is understood and agreed that the continued existence of the LESSEE and its successors and assigns, if any, is governed by Federal Law, regulations and the United States Navy. This agreement is automatically terminated in the event the flying club is dissolved.

ARTICLE 10: In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

ARTICLE 11: Licenses, taxes, permits, and fees. The LESSOR is responsible for obtaining, at his/her own expense, all licenses and permits and for paying all taxes and fees as may be required by the Federal, state, and local governments. An increase or decrease in any of the costs to the LESSOR shall not be a basis for an equitable adjustment in the rental fee prescribed herein. The Club Manager and the Contracting Officer shall verify that the Lessor has the required licenses, permits, and Federal Aviation Administration documentation (i.e., Aircraft Registration, Airworthiness Certificate, Weight and Balance information, aircraft/engine logbooks, etc.) prior to the execution of this agreement.

ARTICLE 12: Definitions. As used throughout this lease agreement, the following terms shall have the meanings set forth below.

a. The terms "lease," "lease agreement," and "agreement" mean this lease agreement and it includes any amendments, change orders, and/or supplemental agreements with respect hereto.

b. The term "Contracting Officer" means the person executing or administering this lease agreement on behalf of the Nonappropriated Fund Instrumentality which is a party hereto or his/her successor or successors.

c. The terms "Contractor" and "LESSOR" mean the person responsible for providing the airplane(s), equipment, insurance, and/or services covered by this lease agreement to the LESSEE.

d. The abbreviation "NAFI" means the Nonappropriated Fund Instrumentality of the U.S. Government which is the LESSEE herein.

ARTICLE 13: This lease agreement consists of the following:

- a. Lease Agreement (pages ___ through ___).
- b. Attachment "A" Airplane(s) Description (pages __ through __).

ARTICLE 14. OPTION TO EXTEND TERM OF AGREEMENT. This Agreement may be renewed for a like term by mutual agreement in writing by the parties hereto, subject to approval in the same manner as this instrument. However, in no event will such renewal exceed a period of 5 years (from the date of this original agreement).

ARTICLE 15. CONTRACT/AGREEMENT CLAUSES. The attached contract/agreement clauses (Attachment B) are hereby incorporated into this basic agreement. In the event of conflict between the provisions of the basic contract and the provisions of any other attachment hereto, the provisions of the basic contract control.

IN WITNESS WHEREOF, the parties hereunto set their hands on the date set forth below.

For LESSEE:

For LESSOR:

(Typed name and signature
of Contracting Officer)

(Typed name and Signature)

(Address)

(Address)

(Telephone Number)

(Telephone Number)

(Date Signed)

(Date Signed)

ATTACHMENT "A"

to

AIRCRAFT LEASE AGREEMENT

Agreement No. _____

This ATTACHMENT "A" is executed on this the _____ day of _____, _____, pursuant to the provisions of the foregoing LEASE.

- a. Airplane Description:

- b. Airplane Serial Number:

- c. Airplane Registration Number:

- d. Tachometer or Hour Meter Reading on Delivery:

- e. List of Installed Equipment:

For the LESSEE:

For the LESSOR:

(Typed name and signature
of Manager)

(Typed name and signature)

(NOTE: Signatures to this Attachment will not be official until the lease has been approved in writing by the contracting officer and inclusion of the airplane(s) in the flying club insurance program has been approved by CNIC.)

ATTACHMENT B
To
Aircraft Lease Agreement

NONAPPROPRIATED FUND CONTRACT CLAUSES

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NONAPPROPRIATED FUND CONTRACT CLAUSES

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NONAPPROPRIATED FUND CONTRACT CLAUSES

1. DEFINITIONS. As used throughout this contract, the following terms and abbreviations have the meaning set forth below:

a. The term "Contract" means this agreement or order and any modifications hereto.

b. The abbreviation "NAFI" means Nonappropriated Fund Instrumentality of the United States Government.

c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.

d. The term "Contractor" means the party responsible for providing supplies/equipment and/or services at a certain price or rate to the NAFI under this contract.

e. The term "Contracting Officer's Representative" (COR) means a person appointed by the Contracting Officer to monitor performance and act as a liaison between the Contractor and the Contracting Officer.

2. ADVERTISEMENTS. The Contractor agrees that none of its, nor its agent's, advertisement to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer or imply that the Contractor's products or services are approved, promoted or endorsed by the NAFI. Any advertisement, including cents off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for nor sponsored in whole or in part by that particular activity.

3. ASSIGNMENT. A Contractor may not assign their rights or delegate their obligations under this contract without prior written consent of the Contracting Officer.

4. COMMERCIAL WARRANTY. The Contractor agrees that the supplies/equipment or services furnished under this contract shall be covered by the most favorable commercial warranties the

NONAPPROPRIATED FUND CONTRACT CLAUSES (Continued)

Contractor gives to any customer for such supplies/equipment or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies/equipment or services covered.

5. DISCOUNTS FOR PROMPT PAYMENT. In connection with any prompt payment discount offered, time will be computed from the date of the Contractor's invoice. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

6. DISPUTES

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his/her decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the immediate superior in command (ISIC) of the command one level above the Contracting Officer's command. The decision of this authority shall be final and conclusive. If no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, the Contractor shall proceed diligently with the performance of the contract and according to the decision of the Contracting Officer, unless directed to do otherwise by the Contracting Officer.

7. EXAMINATION OF RECORDS

a. The clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by mean of negotiation. The Contractor agrees that the Contracting Officer or his/her duly authorized representative shall have the right

NONAPPROPRIATED FUND CONTRACT CLAUSES (Continued)

to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and up to three years after contract expiration date and final payment.

b. The Contractor agrees to include the clause in "a" above in all subcontracts thereunder which exceed \$10,000.

8. GRATUITIES

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Commanding Officer, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in paragraph "a" hereof, the NAFI shall be entitled (1) to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Commanding Officer), which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

9. HOLD AND SAVE HARMLESS. The Contractor shall indemnify, save harmless and defend the NAFI, its outlets and customers from any liability, claimed or established, for violation or infringement of any patent, copyright or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further agrees to hold NAFI

NONAPPROPRIATED FUND CONTRACT CLAUSES (Continued)

harmless from all claims or judgments for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from negligence of the NAFI customers, employees, agents or representatives. Also, the Contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits and expenses which arise out of acts or omissions of the Contractor, its agents, representatives, or employees.

10. INSPECTION. Unless otherwise provided herein, inspection shall be made after receipt of the supplies/equipment by the ordering activity, or after completion of services by the Contractor. Inspection and acceptance shall not be conclusive, with respect to latent defects or fraud, or with respect to the NAFI's rights under the Proof of Shipment provisions contained herein. In case any supplies/equipment or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the NAFI shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies/equipment shall be removed by and at the expense of the Contractor promptly after notice. If required by the NAFI, the Contractor, after notice of defect or non-conformance, shall, in a timely manner, correct or replace the defective or non-conforming supplies/equipment or services, or any part thereof. When such correction or replacement requires transportation of the supplies/equipment or part thereof, all shipping costs to and from the Contractor's plant or place of business shall be borne by the Contractor.

11. INSURANCE

a. The Contractor shall, at their expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and minimum amount set forth herein.

b. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required herein, and providing thirty (30) days written notice to the Contracting

NONAPPROPRIATED FUND CONTRACT CLAUSES (Continued)

Officer by the insurance company prior to cancellation or material change in policy coverage.

c. The Contractor shall also require all first-tier subcontractors, who will perform work on a Government installation, to procure and maintain the insurance required herein during the entire period of their performance. The Contractor shall furnish (or assure that it has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements of "b" above for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the installation.

In implementation of the insurance clause above, the Contractor shall procure and maintain:

(1) Workman's compensation as prescribed by the laws of the state in which the work will be performed and employer's liability insurance.

(2) General liability insurance wherein the NAFI and the United States are included as named insured stating that such insurance is primary (secondary to or contributory with no other insurance). Policy limits of \$500,000 per person - \$1,000,000 per occurrence for injury or death, and \$100,000 property damage per occurrence are required.

(3) The Contractor is responsible for damage or loss to his owned or leased equipment. Claims will be honored only if it can be shown that the NAFI was negligent and caused damage or loss to the Contractor's equipment.

12. INVOICES. An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties) must include the following:

- a. Invoice date;
- b. Name of Contractor;

NONAPPROPRIATED FUND CONTRACT CLAUSES (Continued)

c. Contract number (include order number, if any) contract description of supplies or services, quantity, contract unit of measure and unit price and extended total;

d. Shipment number and date of shipment;

e. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);

f. Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice; and

g. Any other information or documentation required by other provisions of the contract (such as evidence of shipment)

Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

13. LAW GOVERNING CONTRACTS. In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

14. LEGAL STATUS. The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts, however, they do not obligate appropriated funds of the United States.

NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.

15. MODIFICATIONS. No agreement or understanding to modify this contract will be binding upon the NAFI unless it is made in writing and signed by a Contracting Officer from the office that issued the contract or its successor.

NONAPPROPRIATED FUND CONTRACT CLAUSES (Continued)

16. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation/award, the inconsistency shall be resolved by giving precedence in the following order: (1) Supplies/Equipment or Services and Prices/Costs; (2) Description/Specifications/Work Statement; (3) Special Contract Requirements; (4) Contract Clauses; (5) other provisions of the solicitation/award.

17. PAYMENTS. Payment of prices stated in this contract will be made according to the Prompt Payment Act, as amended. Unless otherwise specified, payment will be made on partial deliveries accepted by the NAFI when the amount due on such deliveries so warrants. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

18. PROOF OF SHIPMENT. (Applicable to shipments outside the United States through the Defense Transportation System {DTS} and Parcel Post shipments to overseas destinations). Except as otherwise provided in this contract, payment will be made for items not yet received upon receipt of an invoice accompanied by proof of delivery to a postal system or common carrier if delivery is FOB point of origin. For deliveries FOB destination named port of debarkation, the invoice must be accompanied by a signed receipt by a government representative at the named port.

19. TAXES. The prices herein reflect full reduction for taxes which are nonapplicable. In addition to the exemption from Federal excise taxes by virtue of exportation, all tangible personal property sold to NAFIs for resale are exempt from sales and use taxes. All sales other than for resale depend on state law or federal constitutional immunity for exemption from state sales and use taxes.

20. TERMINATION FOR CONVENIENCE. The Contracting Officer, by written notice, may terminate this contract, in whole or in part when it is in the best interest of the NAFI. If this contract is for supplies/equipment and is so terminated, the Contractor shall be compensated according to FAR Subparts 49.1 and 49.2 in effect on the date of this contract award. To the extent that this contract is for services and is so terminated, the NAFI

NONAPPROPRIATED FUND CONTRACT CLAUSES (Continued)

shall be liable only for payment according to the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering non-recurring costs for capital investment. If there are any such Contractor claims, they shall be settled according to FAR Subparts 49.1 and 49.2.

21. TERMINATION FOR DEFAULT. The Contracting Officer, by written notice, may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of reprocurring similar supplies/equipment or services; provided that, if (1) it is determined for any reason that the Contractor was not in default; or (2) Contractor's failure to perform is without the Contractor's or subcontractor's control, fault or negligence, the termination must be deemed to be a termination for convenience. As used in this provision, the term "subcontractor" means subcontractor at any tier.

22. VARIATION IN QUANTITY. No variation in quantity of any item listed in this contract will be accepted unless authorized by the Contracting Officer.

23. PROTESTS. Offerors are encouraged to resolve any complaints or issues they may have with the Contracting Officer in an informal manner. However, where an Offeror is not satisfied with a procurement decision of the Contracting Officer, that Offeror may file a written protest with the Contracting Officer and the Contracting Officer will issue a final decision on the protest. Any interested party who is dissatisfied by the Contracting Officer's final decision on the protest may file a written appeal with the Commanding Officer. The procedures for filing protests may be found in Paragraph 223 of CNICINST 7043.1. A copy of Paragraph 223 will be provided to any Offeror by the Contracting Officer upon request.

CLAUSES INCORPORATED BY REFERENCE

The provision of the following clause set forth in the Federal Acquisition Regulation (FAR) are hereby incorporated into this order or contract by reference with the same force and effect as if they were given in full text. As used in the following clause, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth in the FAR at the time of issuance of an order or contract award. Clauses made inapplicable by the reference or by the type or order or contract (e.g. order or contracts for services instead of supplies/equipment) are self-deleting. Upon request, the Contracting Officer will provide the full text.

CLAUSE NO.	REFERENCE	CLAUSE TITLE
24	52.203-5	Covenant Against Contingent fees (Contracts over \$100,000)
25	52.222-20	Walsh-Healey Public Contracts Act (Supply Contracts in excess of \$10,000) (not with foreign Contractors)
26	52.222.26	Equal Opportunity (Supply and Service Contracts over \$10,000)

ADDITIONAL NONAPPROPRIATED FUND CONTRACT
CLAUSES FOR SERVICES

27	52.222.35	Affirmative Action for Special Disabled Veterans and Vietnam Era Veterans (Supplies and Services over \$10,000)
28	52.222-36	Affirmative Action for Handicapped Workers (Supplies and Service Contracts over \$25,000)
29	52.222-37	Employment Reports on Special Disabled Veterans and Vietnam Era Veterans (Supplies and Services Contracts over \$10,000)
30	52.225-11	Restrictions on Certain Foreign Purchases
31	52-232-11	Extras
32	52.243-1	Changes-Fixed Price
33	52.246-1	Contractor Inspector Requirements
34	52.246-16	Responsibility for Supplies

ADDITIONAL NONAPPROPRIATED FUND CONTRACT
CLAUSES FOR SERVICES

35	52.247-52	Clearance and Documentation Requirements-Shipment to DOD Air or Water Terminal Transshipment Points
36	52.222-3	Convict Labor (Contracts over \$2,500)
37	52.222-4	Contract Work Hours and Safety Standards Act- Overtime Compensation-General (Contracts over \$100,000)
38	52.222-41	Service Contract Act of 1965, as amended (Contracts over \$2,500)
39	52.243-1 (ALT1)	Changes - Fixed Price
40	52.246-4	Inspection of Services - Fixed Price