



QuieterHome[®] Program

PARTICIPANT AUTHORIZATION AGREEMENT

Homeowner Information:

Street Address:

City:

State:

ZIP code:

Mailing Address:

City:

State:

ZIP code:

The parties to this Agreement are the Homeowner(s) described above ("Homeowner") and the Niagara Frontier Transportation Authority ("Authority"). Homeowner has legal title to real property and improvements listed above ("Premises"). The Authority administers the Noise Compatibility Program ("Program").

WHEREAS, the Authority desires to attempt to decrease aircraft-generated noise levels in residences in the immediate vicinity of the Buffalo Niagara International Airport ("Airport"); and

WHEREAS, the Homeowner similarly desires to reduce aircraft-generated noise levels within the Premises;

NOW, THEREFORE, in consideration of the mutual promises made and other consideration recited herein, the parties agree as follows:

1. Authority Access. Homeowner shall permit the Authority, its officers, employees, agents, consultants, representatives, and contractors access to all rooms on the Premises for purposes of inspecting, measuring, and otherwise undertaking any actions necessary for the Program. The Authority, its officers, employees, agents, consultants, representatives, and/or contractors shall provide reasonable notice to Homeowner prior to entering the Premises to conduct any preliminary work and construction. The Homeowner shall make reasonable efforts to make all portions of the Premises accessible to the Airport, its employees, agents, and contractors.

2. Review and Meeting Attendance. Homeowner shall review all written materials regarding the Program prepared by the Authority for the Homeowner and attend all meetings requested by the Airport relating to the Program.

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3. Homeowner Program Participation Payment. The Authority, in consideration for the Homeowner's conveyance to it of a permanent easement for aviation purposes, agrees to pay one hundred percent (100%) of the Authority-approved costs of sound-insulating the Premises and to allow Homeowner to participate in the Program, subject to any limitations or conditions described in this Agreement.

4. Aviation Easement Agreement. In consideration for participating in and receiving the benefits of the Program, the Homeowner agrees to convey to the Airport a full and unrestricted perpetual easement for aviation purposes, including a waiver of any noise-related costs or damages, which aviation easement will be recorded upon the Airport's execution of this Authorization and receipt of the fully-executed aviation easement. The Homeowner shall, at the Airport's request, obtain the signed agreement of any lien holders who have a lien on the Premises to subordinate their interests to the aviation easement.

5. Federal Grant Requirements. The following terms are required under the Federal Aviation Administration ("FAA") grant which provides funding for the Program:

- a. Homeowner shall subject the construction work on the project to such inspection and approval during and after the construction and installation of the sound attenuation materials and equipment as the Airport or the FAA may reasonably request.
- b. The Homeowner releases the Authority from any claims relating to the effectiveness of the noise compatibility measures, including any warranties or guarantees, if the Homeowner deliberately or willfully acts to reduce or destroy the effectiveness of the noise attenuation materials or equipment during their useful life. Nothing in this agreement implies that the Homeowner is or may be entitled to any relief from the Authority, nor does this agreement imply a waiver of any defense that might be raised by the Authority in response to such claim.

6. Hold Harmless and Release. In consideration of the Authority's payment of Program costs on the Homeowner's behalf, the Homeowner agrees that the Authority, its members, officers, employees, agents, consultants, and representatives (collectively, for purposes of this paragraph, the "Releasees") shall not be liable, and further waives and releases the Releasees from all claims for expenses and damages, for any injury (including death) to any person or for damage to any property sustained, or alleged to have been sustained, as a result of, arising from, or in connection with the Program. The Homeowner shall hold the Releasees harmless from all liability and expense in connection with all claims, suits, and actions brought against the Releasees by any person or entity as a result of, or on account of, actual or alleged injuries (including death), or damages to any persons, entities, and/or property received or sustained arising from, or relative to, the Program, except where such injuries, deaths, or damages are caused by the sole

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negligence of the Authority. The Homeowner's obligations under this paragraph shall survive any termination of this Agreement and the completion of any part of the Program.

7. No Warranties. The Authority will make all reasonable efforts to reduce the noise levels in the home within the parameters of the Federal Aviation Administration guidelines. However, the Authority does not represent or warrant that the Homeowner will experience any improvement in the noise levels within the Premises as a result of any work undertaken as part of the Program. The Authority further makes no warranties and disclaims any responsibility or liability for the manner or quality of the work undertaken or materials supplied.

8. Moving Out of or Vacation of Premises. The Airport is administering a costly program, the success of which depends upon the commitment and cooperation of the participants. The Homeowner acknowledges that moving out of the Premises during the term of this Agreement could cause a disruption of the noise remedy measures designed for the Premises. The Homeowner therefore agrees to use best efforts to avoid moving out until the Work is completed. If the Homeowner must move out of the Premises before completion of the Work, the Homeowner shall immediately notify the Authority in order to arrange for completion of the Program.

9. Special Power of Attorney. If more than one person holds a share of the title to the Premises, a Special Power of Attorney must be signed by one or more title holders which shall designate one person to act on behalf of those titleholders signing the Special Power of Attorney during all phases of the Program.

10. Term. This Agreement shall begin as of the date indicated below and shall terminate upon the earlier of the date the work is accepted by the Authority or withdrawal of the Homeowner from the Program. If the Homeowner withdraws from the Program after the Airport's contractor has taken the necessary field measurements to order doors and windows for the Program, the Homeowner must reimburse the Authority for the cost of the windows and doors.

11. Acknowledgement of Responsibility.

a. The Homeowner understands that part of the sound attenuation design for the Premises, includes changes or additions to existing heating, air-conditioning and/or ventilation system. The Homeowner understands that the implementation of these changes or additions may alter (increase or decrease) the operating expenses associated with such system(s). The Homeowner also understands that there may be maintenance costs associated with the proper functioning of the system(s).

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b. The Homeowner hereby assumes full responsibility for the expenses of the operation and maintenance of all cooling or ventilation system components installed, purchased, or constructed as part of this Agreement. Neither the Federal Aviation Administration, the Authority, nor C&S are or shall be responsible for payment of expenses associated with the operation and maintenance of this system(s).

c. Further, the Homeowner hereby acknowledges that the construction, modification and installation of work performed for the purpose of interior noise reduction and ventilation may increase the assessed value of the house for ad valorem tax purposes. The Homeowner agrees that neither the Federal Aviation Administration, the Authority, nor C&S is or shall be responsible for payment of any increased taxes or assessments.

12. Entire Agreement. This Agreement is the entire agreement between the Airport and the Homeowner with respect to its subject matter and shall not be changed or modified without a written agreement signed by the parties hereto.

13. Applicable Law. The Agreement shall be construed under the laws of the State of New York without regard to conflict of law principles. The parties submit to the jurisdiction of the appropriate court so called in the County of Erie, State of New York for any action relating or arising out of this Agreement.

DATED this _____ day of _____, _____

Niagara Frontier Transportation Authority

By _____
Homeowner

By _____

By _____
Homeowner

Attest: _____

