



APPLICATION FOR REFUND OF CITY OF LOVELAND SALES AND/OR USE TAX FOR AVIATION/AEROSPACE INVESTMENT

Name of Claimant: _____

License/Account#: _____

Business Address: _____

Mailing/Registration Address: _____
(If different from Residence/Business Address)

Contact Name: _____ Phone: _____

Email: _____

Date(s)/Period(s) From: _____ To: _____

Items Purchased From / Sold to : _____

Address of Seller/Buyer: _____

Total Price of Items Purchased: \$ _____

Amount of Sales/Use Tax Paid: \$ _____

Amount of Claim: \$ _____

Aviation/Aerospace NAICS CODE: _____

or Industry Justification: _____

I/we declare, under penalties of perjury, that I/we have examined this application (including any accompanying schedules and statements) and to the best of my/our knowledge and belief all its content is true, correct, and made in good faith. I/we further acknowledge that our receipt of any tax refund or credit issued pursuant to this application is subject to the terms and conditions stated below and I/we accept such terms unconditionally.

Authorized Representative/Title (Print): _____

Signature of Authorized Representative: _____

Date: _____

For City Staff Only

Original Amount of Claim: \$ _____

Amount added/(rejected): \$ _____

Total Claim Allowed/Paid: \$ _____

I Hereby Authorize the Refund of: \$ _____

Amount transferred to Airport Infrastructure Development Fund: \$ _____

Audited By: _____ Date: _____

For Director of Finance: _____ Date: _____



TERMS AND CONDITIONS: Recipient of refund or credit of sales tax for the purchase or sale of aviation materials or aircraft must maintain registration in Loveland for three (3) years following receipt of such refund or credit. Recipient of refund or credit of use tax for the or sale of aviation materials/aerospace equipment or construction material must maintain operations in Loveland for three (3) years following receipt of such refund or credit. **Refund Amount and Timing.** The City will provide a one-time tax refund or credit to the applicant in an amount and at a time determined by the City. **Remedies Upon Default.** In the event the City determines that the applicant provided inaccurate information or made its application in bad faith, the City shall be entitled to payment by the applicant of the entire refund or credited granted to the applicant hereunder. In the event the applicant does not comply with the terms of this agreement (i.e. maintain registration of equipment in Loveland or operations in Loveland for the applicable three (3) year period), the City shall be entitled to reimbursement of the refund or credited granted to the applicant hereunder according to the following schedule: if the applicant moves registration of the equipment or aircraft (sales tax) or ceases operations within Loveland (use tax) within one (1) year of receiving the refund/credit the applicant shall owe the City 100% of the refund/credit; if after one (1) year but before two (2) years, the applicant shall owe 66% of the refund/credit; if after (2) years but before three years (3), the applicant shall owe 33% of the refund/credit. In event of any default contemplated herein, the applicant shall make payment to the City within thirty (30) days of receiving written notice of such default. **Costs and Attorneys Fees.** In the event the applicant contests the City's determination that payment is owed due to default, the City shall be entitled to reimbursement of all costs and fees incurred in exacting such payment, including reasonable attorneys fees. **Legal Constraints.** In addition, the applicant acknowledges that there are legal constraints imposed upon the City by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon the City by its Charter and Code, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provisions of this agreement to the contrary, in no event shall any of the Parties hereto exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. To the extent the City's obligation to provide the refund/credit is considered a multi-year fiscal obligation under Article X, Section 20 of the Colorado Constitution and the City's Charter Section 11-6, the City shall have no obligation for providing the Assistance if the necessary appropriation has not been made by the City Council. **Enforceability, Construction, Interpretation.** The Parties expressly acknowledge that this agreement shall be governed by the laws of the State of Colorado. Venue for any judicial proceeding concerning this agreement shall be in the District Court for Larimer County, Colorado. No rules of construction or interpretation based upon which party drafted any portion of the Agreement shall be applicable or invoked. **Assignment.** The applicant shall not assign or transfer its interests, rights, or obligations under this agreement. Assignment of the agreement shall result in automatic termination of this Agreement. However, this agreement may be permissibly assigned without termination with the written consent of the City Manager. **Entire Agreement.** This agreement contains the entire agreement between the parties relating to the subject matter hereof and may not be modified or amended except by written agreement signed by both parties. **Binding Effect.** This agreement shall be binding upon and, except as otherwise provided in this agreement, shall inure to the benefit of successors and assigns of the respective parties hereto. **Notices.** Any written notice given to the City under this agreement shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested, to the following address: City Manager; City of Loveland; 500 East Third Street; Loveland, CO 80537.