

PRESCOTT MUNICIPAL AIRPORT

6546 Crystal Lane, Prescott AZ 86301

HANGAR RENTAL AGREEMENT

Aircraft Hangar Number \_\_\_\_\_ Date \_\_\_\_\_

Aircraft Make/Model/Registration \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Hangar Fee \_\_\_\_\_ Storage Fee \_\_\_\_\_

THE UNDERSIGNED TENANT HEREBY REQUESTS SPACE AT THE PRESCOTT MUNICIPAL AIRPORT IN ORDER TO PARK OR HANGAR THE AIRCRAFT DESCRIBED ABOVE. THE CITY OF PRESCOTT (CITY) AND TENANT AGREE TO THE FOLLOWING:

**1. REGISTRATION**

Tenant shall provide the City's Airport Administration Office with a copy of the permanent FAA Certificate of Registration for the aircraft to be stored under this Agreement before occupying the aircraft parking and storage area (Aircraft Storage Area). If Tenant has a temporary registration, if any change of aircraft ownership occurs, or the aircraft is lost, stolen, or destroyed, Tenant shall have ninety (90) days in which to acquire a permanent registration or another aircraft before this Agreement becomes null and void and/or is cancelled. Registrations not in the name of the Tenant must be accompanied by a valid lease or other documentation found satisfactory to the Airport Administration Office.

**2. COMPLIANCE**

- A. Tenant shall abide by the most current Rules and Regulations of the Prescott Municipal Airport, City of Prescott, federal and state statutes, and regulations of the Federal Aviation Administration. Tenant shall abide by federal, state and local environmental laws including those pertaining to the handling, discharge, release and dumping of hazardous substances.
- B. The Aircraft Storage Area is for storage of the aircraft specified above and other aviation related items provided nothing stored interferes with removal of the aircraft.

- C. If Tenant fails to maintain the Aircraft Storage Area as required herein, the City may take corrective action at the expense of the Tenant upon notification thereof.
- D. Airport Operations reserves the right to enter the Aircraft Storage Area at any time for fire, safety or maintenance purposes. Only locks provided by the City may be used on Aircraft Storage Area doors. The City will provide a lock, free of charge, at the beginning of the term. The City reserves the right to remove any unauthorized locks without prior notice. The cost to re-key or a lock removal fee may apply.
- E. At least one readily available fire extinguisher, as required by the Uniform Fire Code, shall be provided by Tenant and shall be maintained by Tenant in working order.
- F. Storage of hazardous materials is prohibited. Hazardous material includes large quantities of fuel, chemicals which are combustible, explosive, flammable, oxidizers; and chemicals which in course of normal handling, use, or storage may product or release dust, fumes, vapors or smoke that have any of the previously mentioned characteristics.

**3. FEE AND SECURITY DEPOSIT**

- A. A security deposit (\$100) is required prior to receiving hangar keys and is subject to periodic adjustment by the City, upon at least 30 days advance written notice. Tenant shall remain liable for any damages to the Aircraft Storage Area in excess of the deposit but only if said damages were caused by the Tenant's negligence or willful misconduct.
- B. The fee shall be due on the first day of each month and shall be considered delinquent if not paid by the 10th calendar day of that month. Any delinquency beyond the 10th day may be grounds for cancellation of this Agreement.
- C. The Airport Manager or Designee may apply the security deposit against any and all costs incurred by the City for damage to the Aircraft Storage Area, but only if said damages were caused by the Tenant's negligence or willful misconduct, for the costs of cleaning thereof upon termination of this Agreement for any reason, for Tenant's failure to provide notice of termination under Section 14, and/or for any deficiency of fee payments. The Airport Office shall return the remainder of the security deposit, if any, to the Tenant within thirty (30) days of any termination by either the City or the Tenant.

**4. STRUCTURAL MODIFICATION**

- A. No structural or electrical modifications, painting, or alterations may be made to the Aircraft Storage Area without the prior written approval of the Airport Manager or Designee.
- B. Any improvements made to the Aircraft Storage Area by or on behalf of the Tenant shall become the sole property of the City upon termination of this Agreement.

- C. Tenant shall not attach any hoisting, winching, or holding mechanism to any part of the Aircraft Storage Area except as documented below, or pass any such mechanism over the beams or braces. Floor mounted electrical retrieval winches may be installed in the Aircraft Storage Area with the prior written approval of the Airport Manager.

**5. ELECTRICAL APPLIANCES**

Limited electrical appliances are allowed in the Aircraft Storage Area. These include computers, portable fans, evaporative coolers, televisions, refrigerators, coffee makers, permitted electric space heaters, radios, powered tow bars, battery trickle chargers, vacuum cleaners, small air compressors and small hand tools associated with maintenance of the aircraft. Prohibited appliances include, but are not limited to, air conditioners, hot plates and stoves. No extension cords or appliances, except refrigerators and engine block heaters (see Section 6 below) shall remain connected to any electrical receptacle when the Aircraft Storage Area is unoccupied.

Tenant shall not allow any person to use electrical power beyond the Aircraft Storage Area. Any damage or City staff time incurred for negligence will be charged back to the Tenant.

Electrical extension cords for use with portable equipment must be Underwriters Laboratory (UL) or Factory Manual (FM) approved heavy duty, three wire (two current carrying conductors and a grounding conductor), and they must be disconnected when not in use.

**6. AIRCRAFT ENGINE HEATERS**

The use of FAA approved permanently installed heaters is highly recommended since they generally use the least power and are the safest way to heat the engine.

- A. Electric dipstick heaters are acceptable if their number or size does not overload the electrical circuit. Combustion or resistance electric space heaters with visible heating elements or flame are acceptable but may not be left unattended while in operation.
- B. Heat lights or light bulbs may not be left unattended.
- C. Extension cords used in shades or outside tie downs must be routed in such a way so as not to interfere with other tenants, snow removal, other airport maintenance operations or other Aircraft Storage Areas.

**7. MOTOR VEHICLES**

- A. Parking of motor vehicles is permitted in the Aircraft Storage Area or covered tie downs while the aircraft is in use. Vehicles may be parked on the pavement adjacent to the Aircraft Storage Area when the Aircraft Storage Area is occupied, provided taxiway access is not blocked.
- B. Vehicles shall be driven in the Aircraft Storage Area and ramp areas only by an insured, licensed driver.
- C. Vehicle operators shall have in their possession proof of automobile insurance and driver's license. The Tenant shall present these documents to the Airport Manager or the designee upon request.

## **8. ENGINE OPERATION**

No aircraft shall be operated at the airport where the exhaust or propeller blast may cause injury to persons or damage property. If it is impossible to taxi or hover such aircraft without compliance with the above, the engine must be shut off and such aircraft towed to the destination or safe operating area. No aircraft shall be started in a Hangar or Shade.

## **9. PROPERTY DAMAGE, INDEMNIFICATION AND INSURANCE**

- A. The City assumes no liability, except to the extent of the City's negligence, for damage to property or loss to aircraft or other personal property stored under this Agreement. Aircraft and other personal property are stored at the Tenant's sole risk. Any insurance protecting Tenant's personal property against fire, theft or damage must be provided by the Tenant. This Agreement shall not be construed as a bailment. Notwithstanding the aforementioned provisions, the City is liable for damage or loss to Tenant's property as a result of the negligence or willful misconduct of the City, its agents or employees.
- B. The Tenant covenants and agrees to indemnify, defend and hold the City, its officials, employees and agents harmless from and against any and all fines, suits, claims, demands, actions and causes of actions of any kind and nature for personal injury or death or property damage arising out of or in connection with any negligent or alleged negligent act or omission of the Tenant, its agents, employees, invitees or guests, on or in connection with its use of the Aircraft Storage Area.
- C. During the term of this Agreement, the Tenant shall procure and maintain in full force and effect, and at the Tenant's sole cost and expense, liability insurance limits (at no less than \$1,000,000 Combined Single Limit (CSL) excluding passengers and per person sub-limits) to cover any loss or damage caused to person or property by use of the aircraft described herein within the Aircraft Storage Area by the Tenant. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Tenant from liabilities that might arise out of the Agreement. The Tenant is free to purchase additional insurance as may be determined necessary by the Tenant.

## **10. MAINTENANCE**

Aircraft maintenance is permitted in accordance with the following:

- A. Only the aircraft identified in this Agreement may be maintained or repaired in the Aircraft Storage Area identified above.
- B. The Tenant agrees not to use the Aircraft Storage Area for any commercial maintenance work. Maintenance to aircraft is only permitted as long as such maintenance is accomplished on the Tenant's personal aircraft and in compliance with Federal Aviation Regulations, Arizona Revised Statutes, and Airport Rules and Regulations.

**11. ASSIGNMENT**

The Aircraft Storage Area designated above is permitted on a month-to-month basis for Tenant's aircraft storage only. Such space may not be sublet, assigned or otherwise transferred by the Tenant unless otherwise approved by the Airport Manager or Designee.

**12. AMENDMENT**

Except with respect to changes in fees, this Agreement may be amended only in writing signed by the Airport Manager or Designee and the Tenant.

**13. TERMINATION**

- A. This Agreement may be cancelled by the Tenant upon thirty (30) days written notice. Tenant's failure to provide said 30-day notice may result in the forfeiture of all or partial security deposit.
- B. Violations of any of the terms or conditions of this Agreement or the Airport Rules and Regulations by the Tenant not resolved to the satisfaction of the Airport Manager or Designee within ten (10) days following notification of said violation (s), or within any extended time parameters as specified by the Airport Manager or Designee shall constitute grounds for termination of this Agreement by the City.

**14. APPEAL**

Tenant shall have a maximum ten (10) business days from the receipt of a notice of termination of this Agreement in which to file a written appeal to the Airport Manager or Designee.

**15. NOTICE OF LIEN**

The City shall have a possessory lien, as only allowed by state law, on property stored within the Aircraft Storage Area, if the monthly storage fee becomes one hundred eighty (180) days overdue from its initial due date.

Property stored within the Aircraft Storage Area may be sold by the City in a manner at the City's sole discretion to satisfy the lien if the Tenant is in default. In order to provide notice of sale to enforce the City's possessory lien, Tenant shall disclose any lien holder or secured parties who have an interest in the property that is or may be stored in the storage space.

**16. NOTICE**

All notices and requests required or authorized under this Agreement shall be in writing and delivered in person or by 1st class mail to the address for all parties as listed in this Agreement. If the notice is sent via 1st class mail, then ten (10) days after postmark shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within ten (10) days after the change

**17. HANGAR CHECKLIST**

A Hangar Checklist verifying all appropriate documentation is on file with the Airport Administration Office is required to be filled out before keys will be supplied to Tenant.

TENANT HEREBY AGREES TO ABIDE BY THE TERMS OF THIS AGREEMENT AND THE PRESCOTT MUNICIPAL AIRPORT RULES AND REGULATIONS.

Tenant: \_\_\_\_\_ DATE \_\_\_\_\_

Airport Manager or Designee: \_\_\_\_\_

DATE \_\_\_\_\_