

H.A. CLARK MEMORIAL FIELD AIRPORT  
3509 North Airport Road  
Williams, AZ 86046

AIRCRAFT STORAGE PERMIT

Aircraft Storage Area Number \_\_\_\_\_ Effective Date: \_\_\_\_\_

Aircraft Make/Model/Registration #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

Permittee (s) Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Phone Business: \_\_\_\_\_ Residence: \_\_\_\_\_ email: \_\_\_\_\_

Initial Monthly Fee \$ \_\_\_\_\_ Security Deposit \$ \_\_\_\_\_ GATE CARD # \_\_\_\_\_

THE UNDERSIGNED PERMITTEE HEREBY REQUESTS SPACE AT THE H.A. CLARK MEMORIAL FIELD AIRPORT IN ORDER TO PARK OR HANGAR THE AIRCRAFT DESCRIBED ABOVE. THE CITY OF WILLIAMS AND PERMITTEE AGREE TO THE FOLLOWING:

1. **TERM**

This Permit shall be for a period of twelve months from the Effective Date above. The Permit shall automatically extend for up to five (5) additional twelve-month terms unless either party provides the other with written notice 30 days prior to the end of the current term on intent to terminate the Permit.

2. **REGISTRATION**

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

3. **COMPLIANCE**

- A. Permittee shall abide by the most current Rules and Regulations of the H.A. Clark Memorial Field Airport (Airport Rules and Regulations), City of Williams Code, federal and state statutes and regulation of the Federal Aviation Administration. Permittee 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. Permittee is responsible for the conduct of his/her guests on the Airport property.
- D. Permittee agrees to keep the Aircraft Storage Area personnel door window uncovered at all times.
- E. Permittee understands that the City has implemented a vehicle access policy with which Permittee agrees to comply (See Section 7 of Airport Rules and Section 8 below).

- F. Permittee understands and agrees to pay a ten-dollar (\$10.00) fee for replacement keys and all charges billed by a locksmith if re-keying is necessary, and further agrees to pay a forty-dollar (\$40.00) fee for each replacement gage access card.
- G. Permittee agrees to keep and maintain the property in a clean, slightly and sanitary condition and maintain the same in good order and repair, all at its own expense, and upon the termination of this permit, whether by expiration of term or otherwise, to deliver the same back to the City in the same condition of cleanliness, repair and sightlines as at the date of its taking possession thereof, damage by the elements and reasonable wear accepted.
- H. Permittee agrees to pay all bills for electricity and other utilities provided to said premises promptly as they become due.

4. **CITY'S RIGHTS**

- A. If Permittee fails to maintain the Aircraft Storage Area as required by this agreement and the Rules and Regulations of the H.A. Clark Memorial Field Airport, the City shall notify Permittee of the deficiency in writing. If Permittee fails to remedy the deficiency with ten (10) days, the City may take corrective action and bill the cost to the Permittee. If the deficiency poses a threat to health and safety in the sole determination of the City Manager, or his designee, the City may take corrective action without notice to the Permittee and bill the cost to the Permittee.
- B. 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. Such locks shall be provided free of charge.

5. **FEE AND SECURITY DEPOSIT**

- A. The fee and security deposit listed above are subject to periodic adjustment by the City, upon at least 30 days advance written notice. Permittee shall pay the appropriate fee in advance for each month the Aircraft Storage Area is assigned to the Permittee. Permittee 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 Permittee'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 10<sup>th</sup> calendar day of that month. Any delinquency beyond the 10<sup>th</sup> day may be grounds for cancellation of this permit.
- C. The City 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 Permittee's negligence or willful misconduct, for the cost of cleaning thereof upon termination of this Permit for any reason, for Permittee's failure to provide notice of termination under section 14, and/or for any deficiency of fee payments. The City shall return the remainder of the security deposit, if any, to the Permittee within thirty (30) days of any termination by either the City or the Permittee.

6. **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 City Manager, or his designee.
- B. Any improvements made to the Aircraft Storage Area by or on behalf of the Permittee shall become the sole property of the City upon termination of this permit.
- C. Permittee shall not attach any hoisting, winching, or holding mechanisms to any part of the Aircraft Storage Area.

7. **ELECTRICAL APPLIANCES**

Electrical extension cords for use with portable equipment must be Underwriter 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. No extension cords or appliances, except refrigerators and engine block heaters shall remain connected to any electrical receptacle when the Aircraft Storage Area is unoccupied. Permittee shall not allow any person to use electrical power beyond the Aircraft Storage Area.

The use of Electrical appliances is limited to those specifically authorized by the most current Rules and Regulations of the H.A. Clark Memorial Field Airport.

8. **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 or covered tie downs 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 at a speed not to exceed the posted speed limit of fifteen (15) miles per hour.
- C. Vehicles under the Permittee's direct or indirect control driven in the Aircraft Storage Area and ramp areas shall have an automobile liability insurance policy with a minimum limit of \$100,000 combined single limit.
- D. vehicle operators shall have in their possession proof of automobile insurance and driver's license and shall present these documents to the City Manager, or his designee, upon request.

9. **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.

10. **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 Permit. Aircraft and other personal property are stored at the permittee's sole risk. Any insurance protecting Permittee's personal property against fire, theft or damage must be provided by the Permittee  
This Permit shall not be construed as a bailment.
- B. The Permittee 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 Permittee, its agents, employees, invitees or guests, on or in connection with its use of the Aircraft Storage Area.
- C. During the term of this Permit, the Permittee shall procure and maintain in full force and effect, and at the Permittee's sole cost and expense, liability insurance Limits (at no less than \$1,000,000.00 Combined Single Limit (CSL) excluding passengers and per person sub-limits) to cover any loss or damage caused to a person or property by use of the aircraft described herein within the Aircraft Storage Area by the Permittee. Upon execution of this permit, the Permittee shall deliver a Certificate of Insurance from an insurance company acceptable to the City, evidencing coverages herein required and naming the City of Williams, as an additional insured. The insurance policy shall further provide a minimum of 30 days prior written notice of any cancellation or expiration in the policy to the City of Williams.

- D. The insurance requirements herein are minimum requirements and in no way, limit the indemnity covenants contained in the Permit. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Permittee from liabilities that might arise out of the Permit. The Permittee is free to purchase additional insurance as may be determined necessary by the permittee.

11. **MAINTENANCE**

Aircraft maintenance is permitted in accordance with the following:

- A. Only the aircraft identified in this Permit may be maintained or repaired in the Aircraft Storage Area identified above.
- B. The Permittee 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 Permittee's personal aircraft and in compliance with Federal Aviation Regulations, Arizona Revised Statutes, and Airport Rules and Regulations.

12. **ASSIGNMENT**

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

13. **AMENDMENT**

Except with respect to changes in fees, this Permit may be amended only in writing signed by the City Manager, or his designee, and the Permittee.

14. **TERMINATION**

- A. Violation of any of the terms or conditions of this Permit or the Airport Rules and Regulations by the Permittee not resolved to the satisfaction of the City Manager, or his designee, within ten (10) days following notification of said violation(s), or within any extended time parameters as specified by the City Manager, or his designee, shall constitute grounds for termination of this Permit by the City.
- B. during time of war or national emergency City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

15. **APPEAL**

Permittee shall have a maximum of ten (10) business days from the receipt of a notice of termination of this Permit in which to file a written appeal to the City Manager.

16. **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 Permittee is in default. In order to provide notice of sale to enforce the City's possessory lien, Permittee shall disclose any lienholder or secured parties who have an interest in the property that is or may be stored in the storage space.

17. **NOTICE**

All notices and requests required or authorized under this permit shall be in writing and delivered in person or by 1<sup>st</sup> class mail to the address for all parties al listed in this permit. If the notice is sent via 1<sup>st</sup> 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 changes.

18. **RESERVATION OF RIGHTS**

- A. That nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- B. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
- C. Lessor reserves the right further to develop or improve the landing area and all public-owned air navigation facilities of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.
- D. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions.
- E. It is understood and agreed that the rights granted by this agreement will not be exercised in such way as to interfered with or adversely affect the use, operation, maintenance or development of the airport.
- F. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of the airport in the airspace above the surface of the premises therein conveyed, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.
- G. This lease shall become subordinate to provision of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

**PERMITTEE HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE H.A. CLARK MEMORIAL FIELD AIRPORT RUELS AND REGULATIONS AND BY SIGNATURE AGREES TO ABIDE BY THE TERMS OF THIS PERMIT AND THE H.A. CLARK MEMORIAL FIELD AIRPORT RULES AND REGULATIONS>**

**Permittee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**City Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_