

**H.A. CLARK MEMORIAL FIELD AIRPORT
3501 North Airport Road
Williams, AZ 86046**

AIRPORT TERMS AND CONDITIONS

1. REGISTRATION

Tenant shall provide the City's City a copy of the permanent FAA Certificate of Registration for any aircraft to be stored under this Lease that are owned by Tenant or its principals. 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 Tenant must remove the aircraft from the Premises. Registrations not in the name of the Tenant must be accompanied by a valid lease other documentation found satisfactory to the City. This requirement does not apply to aircraft that are placed in the possession of Tenant for mechanical repairs that are owned by third parties.

2. COMPLIANCE

- A. Tenant shall abide by the most current Rules and Regulations of the H.A. Clark Memorial Field Airport (Airport Rules and Regulations), City of Williams City Code, federal and state statutes, and regulation 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. Tenant shall ensure that nothing stored in or around the Premises interferes with removal of the aircraft from the Premises or other hangars.
- C. Tenant is responsible for the conduct of his/her guests and invitees on the Airport property.
- D. Tenant agrees to keep the Premises personnel door window uncovered at all times.
- E. Tenant understands that the City has implemented a vehicle access policy with which Tenant agrees to comply.
- F. Tenant 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 twenty dollar (\$20.00) fee for each replacement gate access card.
- G. Tenant agrees to pay all bills for electricity, natural gas and other utilities provided to said Premises promptly as they become due.

3. CITY'S RIGHTS

- A. If Tenant fails to maintain the Premises as required by this agreement and the Rules and Regulations of the H.A. Clark Memorial Field Airport, the City shall notify Tenant of the deficiency in writing. If Tenant fails to remedy the deficiency with ten (10) days, the City may take corrective action and bill the cost to the Tenant. If the deficiency poses a threat to health and safety in the sole determination of the City, the City may take corrective action without notice to the Tenant and bill the cost to the Tenant.
- B. Airport Operations reserves the right to enter the Premises at any time for fire, safety or maintenance purposes, and only locks provided by the City may be used on Premises doors. Such locks shall be provided free of charge.

4. RENT AND SECURITY DEPOSIT

- A. Tenant shall pay the appropriate rent in advance for each month the Premises is assigned to the Tenant. Tenant shall remain liable for any damages to the Premises in excess of the security deposit in the Lease but only if said damages were caused by the Tenant's negligence or willful misconduct.
- B. The rent 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 the Lease.
- C. The City may apply the security deposit against any and all costs incurred by the City for damage to the Premises, but only if said damages were caused by the Tenant's negligence or willful misconduct, for the cost of cleaning thereof upon termination of this Lease for any reason, and/or for any deficiency of rent payments. The City 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.

5. STRUCTURAL MODIFICATION

- A. No structural or electrical modifications, painting, or alterations may be made to the Premises without the prior written approval of the City.
- B. Any improvements made to the Premises by or on behalf of the Tenant shall become the sole property of the City upon termination of this Lease.
- C. Tenant shall not attach any hoisting, winching, or holding mechanism to any part of the Premises except as documented below, or pass any such mechanism over the beams or braces thereof. Floor mounted electrical retrieval winches may be installed in the Premises with the prior written approval of the City.

6. 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 (see Section 6 below) shall remain connected to any electrical receptacle when the Premises is unoccupied. Tenant shall not allow any person to use electrical power beyond the Premises.

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.

7. MOTOR VEHICLES

- A. Parking of motor vehicles is permitted in the Premises or covered tie downs while the aircraft is in use. Vehicles may be parked on the pavement adjacent to the Premises or covered tie downs when the Premises is occupied, provided taxiway access is not blocked.
- B. Vehicles shall be driven in the Premises 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 Tenant's direct or indirect control driven in the Premises 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 drivers license and shall present these documents to the City 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 Lease. 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 Lease shall not be construed as a bailment.
- 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 Premises.
- C. During the term of this Permit, 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 \$1,000,000.00 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 Premises by the Tenant. Upon execution of this Permit, the Tenant 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 City.
- D. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Lease. 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 Lease. The Tenant is free to purchase additional insurance as may be determined necessary by the Tenant.

10. MAINTENANCE

- A. Maintenance and repair to aircraft is only permitted as long as such maintenance is accomplished in compliance with Federal Aviation Regulations, Arizona Revised Statutes, and Airport Rules and Regulations.

11. ASSIGNMENT

The Premises may not be sublet, assigned or otherwise transferred by the Tenant unless otherwise approved by the City.

12. TERMINATION

- A. Violation of any of the terms or conditions of this Lease or the Airport Rules and Regulations by the Tenant not resolved to the satisfaction of the City within ten (10) days following notification of said violation (s), or within any extended time parameters as specified by the City, shall constitute ground for termination of this Lease 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.

13. NOTICE OF LIEN

The City shall have a possessory lien, as allowed by state law, on property stored within the Premises, if the rent becomes one hundred eighty (180) days overdue from its initial due date.

Property stored within the Premises 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 the true owner and any lienholder or secured parties who have an interest in the property that is or may be stored in the Premises.

14. NOTICE

All notices and requests required or authorized under this permit shall be in writing and delivered in person or by 1st class mail to the address for all parties listed. If the notice is sent via 1st class mail, then five (5) 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.

15. RESERVATION OF RIGHTS

- A. That nothing herein contained, or elsewhere in the Lease, 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. City reserves the right (but shall not be obligated to Tenant) 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 Tenant in this regard.
- C. City 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 Tenant, and without interference or hindrance.
- D. City 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 Lease will not be exercised in such way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
- F. There is hereby reserved to City, 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 provisions of any existing or future agreement between the City 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.

[SIGNATURES ON FOLLOWING PAGE]

TENANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE H.A. CLARK MEMORIAL FIELD AIRPORT RULES AND REGULATIONS AND BY SIGNATURE AGREES TO ABIDE BY THE TERMS OF THIS LEASE AND THE H. A. CLARK MEMORIAL FIELD AIRPORT RULES AND REGULATIONS.

Tenant: _____ **Date:** _____

City: _____ **Date:** _____