

**CHANDLER MUNICIPAL AIRPORT
AIRCRAFT HANGAR STORAGE AGREEMENT**

1. BASIC INFORMATION:

Effective Date:		Storage Location (Premises)	
Initial Rental Rate:			
Aircraft "N" Number:		Aircraft Manufacturer/Model:	
Registered Aircraft Owner(s):			<i>Copy of FAA Certificate of Registration</i> <input type="checkbox"/>
Tenant Name ("Tenant"):			
Tenant Address:			
Phone (H):	Phone (W):	Phone (Other):	
Tenant Email:			

2. AGREEMENT. It is agreed by and between the City of Chandler, an Arizona municipal corporation ("CITY"), and the above-named tenant ("TENANT") that CITY rents to TENANT, and TENANT rents from CITY, as of the above-stated "Effective Date," the above-designated City-owned aircraft storage hangar (the "Premises") located at the Chandler Municipal Airport ("Airport"), on a month-to-month basis, subject to TENANT's full and strict compliance with all of the terms and conditions stated in this Aircraft Hangar Storage Agreement (this "Agreement"). The Premises shall be used solely for the storage of TENANT's Aircraft (the "Aircraft"), which is identified in the Basic Information set out in Section 1 above (the "Basic Information") by its "N" number and in which TENANT has ownership. The incidental storage of TENANT's personal property related to the use, care, maintenance and storage of the Aircraft is also permitted.

3. AIRCRAFT REGISTRATION. Prior to taking occupancy of the Premises, TENANT shall provide documentation reasonably acceptable to the Airport Administrator of TENANT's ownership or other legal interest in the Aircraft, including, but not necessarily limited to, a copy of the Aircraft's current Federal Aviation Administration (FAA) Certificate of Aircraft Registration, Tenant's Articles of Organization/Incorporation, or an Operating/Shareholder Agreement (if applicable). If the Aircraft is under construction, TENANT, from time to time as requested by the Airport Administrator, shall provide evidence and records of such construction.

If TENANT only has a temporary registration for the Aircraft, or if any change of the Aircraft ownership occurs, or if the Aircraft is lost, stolen or destroyed, TENANT shall have ninety (90) days, or such additional time as approved in writing by the Airport Administrator, in which to acquire a permanent registration for the Aircraft or to identify in the Basic Information and store on the Premises a different aircraft in which TENANT holds a verifiable interest.

4. AUTHORIZED USER. TENANT may allow an authorized user ("AUTHORIZED USER") to use the Premises after providing written notification to the Airport Administrator as to the identity, address and telephone number of the person named as an AUTHORIZED USER and the relationship of the AUTHORIZED USER to TENANT. An AUTHORIZED USER must be one of the following: (a) TENANT's spouse; (b) a member of TENANT's immediate family over the age of 18 years; or (c) if TENANT is an organization or business, TENANT's designated representative authorized to act on behalf of TENANT in the use or storage of the Aircraft or (d) one granted permission through Additional Aircraft Form.

An AUTHORIZED USER is subject to the terms and conditions of this Agreement to the same extent as TENANT, but has no right of use or occupancy of the Premises greater than or independent from that of TENANT and may not continue to use or occupy the Premises in the event TENANT's right to use or occupancy of the Premises under this Agreement is terminated for any reason.

The authority of a person identified as an AUTHORIZED USER to access and use the Premises (a) may be withdrawn at any time by TENANT upon written notice to CITY or (b) may be terminated by CITY in accordance with Section 24 of this Agreement.

No other person shall have authority to independently access and use the Premises; however, nothing herein shall preclude TENANT from having an invited guest accompany TENANT in the use of the Premises.

5. **TERM.** The term of the rental under this Agreement shall be on a month-to-month basis. This Agreement shall renew automatically each month without action by either CITY or TENANT, unless terminated pursuant to Section 24 below.
6. **RENT.** Rent shall be due and payable, without demand, in advance on the **first (1st) day of each month**, at the initial rental rate set forth in the Basic Information. TENANT shall pay a prorated amount of the starting month and all of the next month's rent in advance upon execution of this Agreement, and rent shall also be prorated upon cancellation or termination of this Agreement. Airport rates, fees and charges are established by the Chandler City Council and are subject to change. CITY shall give TENANT at least thirty (30) days written notice before a change in the rent, fees and charges applicable to this Agreement becomes effective.

TENANT has deposited \$_____, which is equal to one (1) month's rent, less any pre-paid wait list fees, the receipt of which is hereby acknowledged by CITY, as a deposit, which CITY may apply to costs incurred by CITY for damages to the Premises, or for cleaning, security lock and fire extinguisher related to the Premises, or for delinquency in rent due and payable at termination of this Agreement, or for TENANT's failure to provide a notice of termination under Section 24 herein. TENANT shall remain liable for any damages to CITY in excess of the deposit. CITY shall return to TENANT the deposit, or any portion thereof not applied to costs incurred by CITY, within sixty (60) days following any termination by either CITY or TENANT, and CITY shall provide an itemized statement outline the reason(s) for retaining all or any portion of the deposit.

If the Premises is sized for storage of more than one aircraft, TENANT may obtain written approval of the Airport Administrator to store such additional aircraft. TENANT must complete an Additional Aircraft Form (Attachment "A") and provide information as to the "N" number and the ownership of each such additional aircraft and such documentation as the Airport Administrator may reasonably require. The Airport Administrator has sole and final discretion on whether or not such approval shall be given. Storage of any aircraft in addition to the Aircraft, regardless of aircraft ownership and whether or not written approval for such storage has been obtained, shall increase automatically the monthly rent charged by CITY to TENANT by an additional amount equal to one-half the current tie down rate charged by CITY. Execution of this Agreement does not itself constitute written approval to store any additional aircraft on the Premises. Nothing herein or in any written approval for storage of additional aircraft shall constitute approval of an assignment or subletting of any rights held by TENANT under this Agreement.

7. **LATE CHARGE.** For each month that TENANT fails to pay such rent on or before the tenth (10th) day of the month, TENANT shall be assessed a late charge in an amount equal to the greater of \$10.00 per month or 20% of the amount of the monthly rent.
8. **PERSONAL PROPERTY INSURANCE.** Any insurance protecting the Aircraft or other personal property stored in or upon the Premises against fire, theft or damage must be provided by TENANT. CITY shall have no obligation to provide such insurance.
9. **NOTICE OF LIEN.** CITY shall have a possessory lien from the date the rent is unpaid and due on all personal property stored within or upon the Premises, including, but not limited to, TENANT's Aircraft. Property stored in or upon the Premises may be sold or otherwise disposed of according to law in order to satisfy the lien if TENANT is in default. In order to provide notice of sale to enforce CITY's possessory lien, upon request, TENANT agrees to and shall disclose any lienholders or secured parties who have an interest in any property that is or will be stored in or upon the Premises.
10. **USE OF PREMISES.** The Premises shall be used only for the purposes stated in Section 2 of this Agreement. TENANT shall not use the Premises in any manner or for any purpose not consistent with the purposes stated in Section 2, unless such activity is authorized pursuant to a separate written agreement with CITY. TENANT shall not operate or conduct any non-aviation activity on the Premises; shall not use the Premises for residential purposes; and shall not use the Premises for any business or commercial activity, including without limitation, any commercial aeronautical activity. Commercial aeronautical activity means an activity using an aircraft or providing service to an aircraft (including building, maintaining, repairing, washing, cleaning, painting, managing, storing an aircraft) or a commercial business of

buying or selling aircraft with the intent that such use, service, purchase or sale will generate and/or secure earnings, income, compensation (including exchange or barter of goods and services) and/or profit, whether or not such objectives are accomplished.

11. **QUIET ENJOYMENT; SAFETY.** TENANT shall conduct, and shall cause TENANT's guests and/or invitees to conduct, all activities on the Premises in a manner that will not interfere with the safety and quiet enjoyment of the Airport by other tenants and members of the public.
12. **AIRCRAFT MAINTENANCE, PAINTING, REFUELING.** TENANT may perform maintenance activities for the Aircraft on the Premises provided that such activities comply with all applicable City of Chandler codes, ordinances or other applicable regulations. Painting of any aircraft or other property is strictly prohibited inside of any T-hangar. Fueling of an aircraft must take place outside of the Premises. An aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than twenty-five (25) feet from any building, hangar or T-shade.
13. **STRUCTURAL MODIFICATION.** No structural or electrical modification may be made to the Premises without prior written approval of the Airport Administrator and valid construction permits from CITY when required. Any improvements made by or on behalf of TENANT shall become the sole property of CITY upon termination of this Agreement. Covering or blocking of doors or windows is prohibited. Floor mounted electrical winches which meet the CITY's Fire Code requirements may be installed with prior written approval of the Airport Administrator.
14. **COMPLIANCE WITH LAWS.** TENANT shall comply with all Airport rules, regulations and policies as the same may be adopted or amended from time to time. In addition, TENANT shall not use the Premises in a manner that constitutes a violation of applicable law. TENANT hereby acknowledges receiving and reading a copy of the Airport rules and regulations, entitled the *Rules and Regulations of the Chandler Municipal Airport*, that are in effect as of the execution of this Agreement. Subsequent amendments will be provided by CITY to TENANT through regular mail at least thirty (30) days prior to implementation.

TENANT further agrees to comply with the Chandler City Code and all applicable federal and Arizona government laws, statutes, rules and regulations and any amendments thereto. Failure to comply with any of the above may result in immediate termination of this Agreement, in addition to such other remedies as are provided to CITY herein and/or under applicable law.

15. **ACCEPTANCE OF PREMISES.** TENANT accepts the Premises on an "AS IS" basis, without additional modifications. Prior to occupying the Premises, TENANT shall inspect the Premises to determine its condition as of the Effective Date, and shall submit to the Airport Administrator a written record of such condition that shall be retained as part of TENANT's file. During the inspection, TENANT shall identify any repairs to the Premises that TENANT believes are necessary. CITY shall undertake any such repairs that it reasonably determines are necessary to for the Premises to be leased in a safe condition. CITY disclaims, and TENANT accepts such disclaimer of, any warranty, either expressed or implied, of the condition, use, or fitness respecting the Premises, including, but not limited to, tie-down rings, ropes or chains used to secure airplanes, and TENANT assumes full responsibility to furnish any equipment necessary to properly secure and store any aircraft.
16. **MAINTENANCE OF PREMISES.** TENANT, at all times, shall maintain the Premises in a neat and orderly appearance and in a safe condition. TENANT shall be liable, at its sole cost and expense, for repair of any and all damage to the Premises caused by TENANT, any Authorized User, and/or TENANT's guests and/or invitees, ordinary wear and tear excepted. Upon termination of this Agreement, TENANT shall return the Premise to CITY in substantially the same condition as it existed at the commencement of this Agreement, ordinary wear and tear excepted.
17. **RELEASE; ASSUMPTION OF RISK.** TENANT releases CITY, its Mayor, Council, boards and commissions, officials, employees and agents, from any and all loss, injury, damage to persons or property, or other liability of any nature occasioned by, but not limited to, fire, theft, vandalism, rain, flood, windstorm, hail, earthquake, collision or from any other cause, whether such cause be a direct, indirect or merely a contributing factor in producing said loss, injury, damage or liability, except for any injury or damage arising out of the gross negligence of the CITY, its officers, agents or employees. All aircraft and other personal property stored by TENANT at the Airport are at the TENANT's sole risk. CITY assumes no liability for loss or injury to persons or property arising from use of any Airport facilities.
18. **INDEMNIFICATION.** TENANT shall indemnify, defend and hold harmless CITY, its Mayor, Council, boards and commissions, officials, employees and agents, from and against any and all loss, cost, damage, expense and liability, of every kind and description, including, but not limited to, attorneys' fees and litigation costs, which, in whole or in part,

arise out of the use or occupancy of the Premises or the Airport by TENANT, or TENANT's agents, officers, employees, invitees, or guests, or any AUTHORIZED USER, except for any such injury or damage arising out of the gross negligence of CITY, its officers, agents or employees.

19. **LOCKS.** Locks provided by the CITY must be used on the doors to the Premises. TENANT may use an additional lock, but it may only be interlocked with lock provided by CITY.
20. **INSPECTION.** CITY reserves the right to inspect the Premises at any time, without prior notice to TENANT, and with or without TENANT being present, to insure TENANT's compliance with this Agreement that the Premises are kept free from fire hazards. If TENANT is in the process of constructing the Aircraft or such additional aircraft authorized to be stored in or upon the Premises pursuant to Section 6 above, TENANT must demonstrate that progress has been made on said construction or repair since the previous inspection.
21. **SUBLETTING & ASSIGNMENT.** TENANT shall not sublet, assign, or otherwise transfer to any other person any portion of the Premises, or any other right or privilege in or on any Airport property.

If TENANT plans to remove the Aircraft from the Premises for a period of time of not less than three (3) nor more than six (6) consecutive months, TENANT may request the Airport Administrator assign a person from the CITY's aircraft storage waiting list as a temporary tenant ("TEMPORARY TENANT") to use the Premises for storage of TEMPORARY TENANT's aircraft during TENANT's absence. If the Airport Administrator makes such an assignment, TENANT will not be responsible for payment of rent during this time. TENANT will be solely responsible for removing any property or equipment from the Premises that TENANT does not wish to be stored on the Premises during TENANT's absence. Neither CITY nor TEMPORARY TENANT shall be liable for the loss, removal or damage to any property left by TENANT during TENANT's absence. TENANT's granting permission to any person other than TEMPORARY TENANT to use the Premises during TENANT's absence shall constitute a breach of this Agreement and may result in the termination of this Agreement.

22. **CHANGE OF INFORMATION.** TENANT has a continuing obligation to provide reasonable notice to CITY of any changes to any of the Basic Information or other information required to be provided to CITY or Airport Administrator under this Agreement. In addition, CITY shall annually request TENANT to provide updated information or to confirm the accuracy of the current information. As part of the annual information update, TENANT may be requested to execute an amended or replacement Agreement.
23. **NOTICES.** Any notices required to be given under this Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to CITY or TENANT, or in lieu of such personal service, sent by first class United States mail addressed, if to TENANT, to the address set out in the Basic Information, and, if to CITY and/or the Airport Administrator, to the following address: **City of Chandler, c/o Airport Administrator, Chandler Municipal Airport, Mail Stop 802, P.O. Box 4008, Chandler, Arizona 85244-4008.** In the event of personal service, notice shall be deemed given when personally served. In the event of service by first class United States mail, notice shall be deemed to have been given seventy-two (72) hours after the letter is postmarked by the United States Post Office or upon receipt of the letter, whichever is sooner. TENANT is solely responsible for keeping TENANT's mailing address and telephone number current during the term of this Agreement and shall notify the Airport Administrator in writing within thirty (30) days of any change of address or telephone number. CITY is not responsible for any issues arising from TENANT's failure to maintain current contact information.
24. **TERMINATION.** TENANT may terminate this Agreement upon giving fifteen (15) days prior written notice to CITY. Failure to so notify CITY will result in TENANT being charged the next month's rent.

CITY may terminate this Agreement, with or without cause, by giving TENANT advance written notice, with such termination being effective at the end of the next month following the month in which such written notice is given, except that CITY may terminate this Agreement immediately if TENANT conducts any criminal activity or if TENANT violates any Airport, local, state or federal law, code, rule regulation, and/or policies, which violation constitutes a danger or hazard to persons or property, as determined at the sole discretion of CITY.

This Agreement automatically expires or is deemed cancelled upon the death of TENANT; however, the surviving spouse, heirs, or estate of the Tenant shall be allowed a reasonable period of time, not to exceed six (6) months, solely to arrange for the removal of the Aircraft and other personal property items and to otherwise vacate the Premises, provided that all rent is kept current during this period, but shall not otherwise be allowed use of the Premises.

- 25. **GATE ACCESS CARD.** Upon execution of this Agreement, CITY shall issue one (1) gate access card to TENANT for TENANT's vehicular access to the Premises. One (1) additional card may be issued free of charge upon completion of an Authorized User's Agreement. TENANT is responsible for the safekeeping of all gate access cards and their return at the termination of the lease. Unauthorized use by individuals other than TENANT shall result in revocation of this privilege. Additional gate access cards are available for a \$35.00 deposit per card, subject to approval of the Airport Administrator. TENANT shall immediately report any lost, stolen or damaged cards to the Airport Administrator's office. Lost, stolen or damaged cards may be replaced for a \$35.00 charge.

- 26. **UNRESOLVED DISPUTES.** It is CITY's current practice to allow any grievance or complaint that TENANT may have arising from under this Agreement to be presented to the Airport Administrator to see if the matter can be summarily resolved on an informal basis through discussion with the Airport Administrator and/or the Chandler Economic Development Director. However, nothing herein shall constitute a grant of any right to an administrative hearing or to provide any right to a hearing prior to termination of this Agreement for nonpayment of rent or otherwise.

- 27. **ATTORNEY'S FEES; COSTS.** In any dispute between CITY and TENANT, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include, without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums due, performance of covenants breached or consideration substantially equal to the relief sought in the action.

- 28. **NO WAIVER.** No waiver by a party of any provision of this Agreement or of the regulations governing the use of the Premises shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement shall not prevent the exercise by that party of any other remedy provided in this Agreement.

- 29. **ENTIRE AGREEMENT.** This Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the Premises or any other matters connected therewith. All correspondence, memoranda, oral or written agreements pertaining to the Premises or the parties hereto, which originated before the date of this Agreement are null, void and replaced in total with this Agreement. This Agreement shall not be altered, amended, or modified except in writing signed by both CITY and TENANT.

- 30. **LAWS/FORUM.** This Agreement shall be governed by and interpreted according to the laws of the State of Arizona. This Agreement is subject to cancellation under the terms of Arizona Revised Statutes Section 38-511. No action shall be brought by any party hereto except in a court having jurisdiction in the State of Arizona and venue in Maricopa County, Arizona.

- 31. **TENANT ACKNOWLEDGEMENT.** By the TENANT's signature below, TENANT declares that TENANT has read each provision of this Agreement and that all the information provided by TENANT pursuant hereto and any attached documentation is true and correct. Further, TENANT hereby declares that TENANT owns or holds the interest in the Aircraft listed in Section 1 of this Agreement represented by such information and documentation.

BY:

Signature of TENANT

Date: _____

Printed Name

ACCEPTED:
CITY OF CHANDLER

By: _____
Airport Administrator

Printed Name