

**CITY OF PHOENIX
AVIATION DEPARTMENT
AIRCRAFT STORAGE PERMIT**

**DEER VALLEY AIRPORT
SPACE NO: DV**

**Date:
Contract No.**

BUSINESS/PERMITTEE NAME:		AUTHORIZED REPRESENTATIVE NAME:
MAILING ADDRESS: (NO P.O. BOX OR PMB)		CITY STATE AND ZIP CODE:
TELEPHONE NUMBER:		EMERGENCY NUMBER:
AIRCRAFT MAKE/MODEL:	AIRCRAFT TAIL NUMBER:	CONTACT EMAIL ADDRESS:

1. REGISTRATION

Before occupying the aircraft storage space, Permittee shall provide the Aviation Department with a copy of the permanent FAA Certificate of Aircraft Registration for the aircraft identified above to be stored under this Permit. If Permittee does not own an aircraft at the time the Aircraft Storage Permit is issued, Permittee shall have ninety (90) days in which to acquire one. If the registration is not in the name of the Permittee, the Permittee must provide a copy of a valid lease that provides Permittee exclusive use of the aircraft identified above for at least one-year. The Director of Aviation Services has sole and final determination whether the lease meets this requirement.

Permittee must keep all information in Permit up to date. Without limiting the foregoing requirement, if Permittee replaces the aircraft identified above, then the Permittee must provide the Registration of the new aircraft within ninety (90) calendar days. If Permittee sells the aircraft identified above, Permittee has ninety (90) calendar days to replace that aircraft with one owned or exclusively leased by Permittee.

2. AMATEUR OR KIT-BUILT AIRCRAFT

If Permittee will be constructing an amateur or kit-built aircraft, Permittee must have in the hangar the aircraft components and/or materials already constructed or acquired. The City will conduct an initial inspection and verify the components or materials are in the hangar within ninety (90) calendar days of commencement of this Permit.

3. SCHEDULE FOR CONSTRUCTION, RESTORATION AND MAJOR REPAIR OF AIRCRAFT

For construction, restoration or major repair of an aircraft, Permittee must adhere to the schedule of construction and assembly milestones attached hereto. This schedule shall be developed by Permittee and agreed-upon by the City prior to commencement of this Permit. Failure of the Permittee to reach a construction/restoration/repair milestone may result in termination of this Permit. The construction of the amateur or kit-built aircraft, or the restoration of an aircraft, must be completed no later than seven (7) years from the date of this Permit, or no later than seven (7) years from the date that the aircraft was added to this Permit. The major repair of an aircraft must be complete no later than two (2) years from the date of this Permit, or no later than two (2) years from the date that the aircraft was added to this Permit.

4. GENERAL OBLIGATIONS

- A. Permittee shall comply with federal, state, and local laws, including the FAA Policy on the Non-Aeronautical Use of Airport Hangars and all airport rules and regulations, the General Aviation Handbook and Airside Access and Vehicle Operations Procedures, incorporated herein by reference. Without limiting the foregoing, Permittee must comply with all environmental laws, including all requirements for the handling, discharge, release and dumping of hazardous substances.
- B. If Permittee fails to maintain the aircraft storage space as required in the Rules and Regulations, the City may take corrective action at the expense of Permittee upon ten (10) calendar days' notification.
- C. As a condition of this Permit, Permittee agrees that the City may enter an aircraft storage space at any time. Only locks provided by the City may be used on aircraft storage space doors.
- D. As a condition of this Permit, Permittee agrees that the City may move an aircraft or any contents in the aircraft storage space for emergency purposes or if this Permit is terminated.
- E. Permittee understands that the Director of Aviation Services has implemented an airport security plan (Sky Harbor) or airfield access program (Deer Valley and Goodyear) with which Permittee agrees to comply.

5. RENT

- A. Permittee shall pay the rent as set forth in the Phoenix City Code.
- B. The rent is subject to periodic adjustment by the City, upon thirty (30) days notice.
- C. The rent is subject to being automatically adjusted to fair market value if Permittee uses the hangar for a non-aeronautical purpose in violation of the federal policy.
- D. The rent shall be due on the first day of each month and any delinquency shall be addressed in accordance with the Phoenix City Code.

6. STRUCTURAL MODIFICATIONS

A. No structural or electrical modifications, painting or alterations will be made to the aircraft storage space without the prior written approval of the Director of Aviation Services or a designee. All modifications or improvements must be approved by the City in accordance with the Rule and Regulation: General Aviation Handbook and the City of Phoenix Annual Facilities Program (AFP).

B. Permittee shall not attach any hoisting, winching or holding mechanism to any part of the aircraft storage space, or pass any such mechanism over the beams or braces thereof. Floor-mounted electrical retrieval winches, which meet City of Phoenix Fire Code requirements, may be installed in an enclosed aircraft storage space with the prior written approval of the Director of Aviation Services or a designee.

7. ENGINE OPERATIONS

No aircraft engine may be operated in a manner that may cause the propeller or exhaust blast to disrupt, annoy, or injure a person or damage property at the Airport.

8. PROPERTY DAMAGE

Permittee shall take the aircraft storage space "as-is". The City of Phoenix assumes no liability for damage or loss to aircraft, or other property stored under this Permit. Aircraft and other property are stored at Permittee's sole risk. Permittee specifically agrees that there is no bailment agreement with the City of Phoenix. The City of Phoenix assumes no responsibility for acts of terrorism.

9. COMMERCIAL ACTIVITY

Aircraft storage space may not be used for commercial activity at any time. Commercial activity means any activity conducted with the intent that such activity 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. The only commercial activity allowed in an aircraft storage space is aircraft maintenance on the permitted aircraft assigned to that aircraft storage space that is performed in accordance with the General Aviation Handbook.

10. ASSIGNMENT AND SUBLETTING PROHIBITED

The aircraft storage space designated above is rented on a month-to-month basis for Permittee's aircraft storage only. Permittee may under no circumstances sublet all, or part of the space identified above. This Permit may not be assigned except in case of the Permittee's death or incapacity. Any violation of this section shall subject the lease, license or permit to immediate cancellation at the discretion of the Director of Aviation Services or a designee.

11. PERMITTED USE OF STORAGE SPACE

Aircraft storage space may only be used for aircraft storage in accordance with the FAA's Policy on the Non-Aeronautical Use of Airport Hangars, the GA Handbook, and the Airport Rules and Regulations.

12. NOTICES

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid. Notice shall be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent via facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five (5) business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received. Notices sent by e-mail and facsimile transmission will also be sent by regular mail to recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

13. TERMINATION

A. This Permit may be canceled by the Permittee upon five (5) calendar days' written notice.

B. This Permit is subject to immediate termination by the Director of Aviation Services or a designee for any and all violations of federal, state or local laws, rules or regulations, or failure to comply with the provisions of this Permit or if such action is necessary for the public health, safety or welfare in the operation of the Airport as determined at the sole discretion of the Director of Aviation Services or a designee.

C. This Permit may be cancelled by the Director of Aviation Services or a designee, without cause, upon thirty (30) days written notice.

14. APPEAL

Permittee shall have ten (10) calendar days from the receipt of a notice of termination of this Permit to file an appeal to the Director of Aviation Services. The Director of Aviation Services shall conduct a hearing within a reasonable time and, based upon the evidence presented at the hearing, may either uphold or reverse the termination. The decision of the Director of Aviation Services shall be final.

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15. LIENS

Permittee shall disclose any lienholder or secured parties who have an interest in property that is or will be stored in the aircraft storage space. The City shall have a possessory lien in all personal property stored within the space identified above. If Permittee fails to comply with the terms of the Permit, including failure to pay rent, property stored in the aircraft storage space may be sold, or disposed of, to satisfy the lien in accordance with the applicable law.

16. INTERPRETATION

No amendments to this Permit are allowed. It is specifically understood that oral representations and agreements are not binding. Also, if there is any conflict between this Permit and any other agreement, policy, rule or regulation, the most restrictive provision shall control.

Indicate documents provided to applicant

- General Aviation Handbook

- Rule and Regulation – Airside Access, Notices of Violation, and Vehicle Operations Procedures

Agreed and Acknowledged:

Approved:

Permittee Date

City of Phoenix Aviation Department Date

Its

Rent	Advance Pay	Key#	Contract No.	Space No.
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