



Phoenix-Mesa Gateway Airport Authority Open Ramp and Tie Down Space Rental Agreement

This Tie Down Space Rental Agreement (“Agreement”) is effective as of the date it is mutually executed in Section III (“Effective Date”) by and between Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (“PMGAA”) doing business as Gateway Aviation Services (“GAS”), and the Permittee identified in Exhibit A attached hereto and incorporated herein (“Permittee”). GAS and Permittee are referred to individually as a “Party”, and collectively, as the “Parties.”

I. RECITALS

A. Gateway Aviation Services: GAS is a Fixed Base Operation (FBO) owned and operated by PMGAA that provides aviation line services including aircraft refueling, towing, and aircraft storage at the Phoenix-Mesa Gateway Airport (“Airport”).

B. Permittee: Permittee is the owner or operator of an aircraft described in Exhibit A (“Permitted Aircraft”), and Permittee desires to rent from GAS the tie down space(s) listed in Exhibit B attached hereto and by reference incorporated into this Agreement (“Tie Down Space(s)”) for storage of the Permitted Aircraft.

C. Rights and Obligations: GAS agrees to rent to Permittee the Tie Down Space(s) for the storage of the Permitted Aircraft, and Permittee agrees to pay the Fees (as defined in Section II.B) set forth herein and comply with the *Airport Rules and Regulations* of PMGAA as published and amended, in accordance with the terms of this Agreement. This Agreement and all attachments hereto, exhibits, and written amendments hereof, if any, state the terms and conditions under which the Permittee shall rent such Tie Down Space(s) from GAS.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

II. STANDARD TERMS AND CONDITIONS:

A. Agreement Term: The term (“Term”) of this Agreement shall be on a month-to-month basis, with a two month minimum commencing on the Effective Date. The Term shall automatically renew for another Term at the end of the then-current Term, without action by either GAS or Permittee, unless terminated pursuant to Section II.M of this Agreement.

B. Fees:

1. For each Tie Down Space, Permittee shall pay to GAS the Aircraft Open Ramp Tie Down Fee (“Fees”), plus applicable taxes, as set forth in PMGAA’s approved and published pertinent *Airport Rates and Charges*. As of the Effective Date, the Fees are collectively \$_____ per month. The *Airport Rates and Charges* are subject to change from time to time at PMGAA’s sole discretion. Any change in rate is effective the first of the month following the month of approval by PMGAA. The Fees due hereunder shall not be prorated for any portion of a month.

2. The Fees, plus applicable taxes, shall be due and payable to GAS the first day of each month for the subsequent month and become delinquent ten (10) days thereafter. Payments received after the tenth (10th) day of the month shall be subject to a late charge of \$10.00 per day that will be charged to Permittee on the eleventh (11th) day and every day thereafter until paid in full. Delinquent rent, taxes, and charges also shall be subject to a finance charge equal to one and one-half percent (1.5%) of the amount due.

3. All payments required by this Section II.B shall be paid by credit card or cash by the due date(s) specified hereinabove. If paid by cash, payment must be remitted to the following address:

Phoenix-Mesa Gateway Airport Authority
Gateway Aviation Services
5803 S. Sossaman Road, Suite 116
Mesa, Arizona 85212-6014

or such other address specified in writing by GAS to Permittee.

C. Compliance:

1. Permittee shall comply with PMGAA's approved and published *Airport Rules and Regulations* and all applicable local, state and federal laws, statutes and rules, including environmental laws governing the handling, discharge, release and dumping of hazardous substances on Airport property, and applicable regulations of the Federal Aviation Administration ("FAA"), all as amended from time to time. In addition, Permittee named herein shall ensure similar compliance by its agents, employees, invitees, co-owners or co-operators.

2. The Tie Down Space(s) rented to Permittee shall be used exclusively for the parking and storage of the Permitted Aircraft and only those motor vehicles associated with Permittee and in compliance with Section II.E below. The Tie Down Space(s) shall be kept free of any items or debris that could cause a hazard to other aircraft parked or operating in the vicinity.

3. The PMGAA has implemented an *Airport Security Plan* ("ASP") and vehicle access control program. Both require special training and certification by the PMGAA Department of Operations and strict compliance with both is mandatory. This includes the requirement for all Permittees to apply for and receive an Airport security badge before being allowed unescorted access to the Permitted Aircraft at Tie Down Space(s), and to be able to drive a motor vehicle in authorized areas of the Airport Operations Area ("AOA").

4. Individuals who desire to engage in providing aeronautical services to the public on the Airport must obtain the appropriate agreements from the PMGAA and meet the conditions identified in PMGAA's Airport Minimum Standards.

D. Insurance:

1. *Required Insurance.* If not already procuring and maintaining insurance coverage pursuant to a Property Lease or Operating Agreement with PMGAA, Permittee shall procure and maintain the following insurance throughout the Term of this Agreement:

a. *Premises Liability.* *Airport Premises* third party bodily injury and property damage insurance in an amount not less than \$1,000,000 per occurrence, including coverage for "premises/operations" and "products and completed operations." Coverage pertains to ground activities occurring all or in-part within the AOA.

b. *Comprehensive Automobile Liability.*

(i) If operating motor vehicles within the AOA, *Comprehensive Automobile Liability* insurance for all owned, non-owned and hired vehicles operated airside on the Airport that are assigned to or use in the performance of commercial activities in the amount of \$1,000,000 per occurrence.

2. *Proof of Insurance.*

a. Proof of insurance by Permittee shall be provided to GAS within ten (10) days of the Effective Date. Subject to Section II.D.2.b below, copies of insurance declaration pages issued by insurance companies are deemed suitable documents of proof to identify the motor vehicle covered and limits of coverage assigned thereto.

b. Proof of insurance by Permittee shall: (i) name PMGAA as a certificate holder and additional named insured on a primary and non-contributory basis; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to PMGAA no later than thirty (30) days before such cancellation or modification takes effect; and (iii) contain a waiver of subrogation in favor of PMGAA. Permittee shall not permit any insurance policy to be canceled or modified without PMGAA's written consent, unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed and authorized to do business in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating and approved by PMGAA. Said certificate(s) of insurance for each policy shall be delivered to PMGAA, in a form acceptable to PMGAA, within ten (10) days of the Effective Date and shall continue to provide such certificates throughout the Term of this Agreement. Permittee's insurance obligations under this Agreement may be satisfied by means of the general corporate "blanket" policies carried by it and evidenced by the insurance carrier's standard certificates thereof.

E. Motor Vehicle Parking and Operation within the AOA:

1. Motor vehicle parking within the AOA (for aircraft parked therein) is permitted in designated locations only. Access to those locations is contingent upon compliance with the *Airport Rules and Regulations*, the ASP, and relevant insurance requirements. Vehicles shall not be parked airside in any other areas, or in any manner that may interfere with aircraft operations in proximity or otherwise pose a hazard to life and property.

2. Vehicles authorized inside the AOA shall require a vehicle permit that shall always be displayed while the vehicle is driven or parked within the AOA. Any vehicle operated without the permit, or with an incorrect permit, is subject to removal from the AOA at the owner's expense and may result in a Notice of Violation ("NOV") and cancellation of the parking permit.

3. Vehicles authorized inside the AOA may park for a maximum of thirty (30) days. Vehicles parked longer than thirty (30) days are subject to removal at the owner's expense and may result in an NOV and cancellation of the vehicle permit.

4. Vehicles authorized inside the AOA shall be driven only by a licensed driver who has provided appropriate proof of insurance to GAS and has been certified by the PMGAA Department of Operations to do so. The herein named Permittee also shall exercise suitable controls and restraints to ensure personal compliance, including that of its employees, agents or invitees.

F. Property Damage: GAS assumes no liability for damage or loss to aircraft or other personal property parked or stored pursuant to the provisions of this Agreement. Aircraft and other personal property are stored at the sole risk of the herein named Permittee. In addition, any insurance deemed necessary to protect the Permitted Aircraft and/or personal property against fire, theft or damage, or as may otherwise be required by this Agreement, is the sole responsibility of Permittee.

G. Aircraft Maintenance:

1. Only the Permitted Aircraft may be maintained or repaired in the Tie Down Space(s), and only by Permittee or such other individual as may be approved in writing by PMGAA, provided said individual(s) do so in strict compliance with applicable FAA licensing requirements and are approved prior to performing maintenance on the Permitted aircraft. In such case where, in PMGAA's sole opinion, such maintenance activities may affect other permittees, PMGAA, in its sole discretion, may require that Permittee temporarily

relocate the Permitted Aircraft to an alternative tie down location at the Airport until such time Permittee informs PMGAA of the completion or cessation of the maintenance activity associated with the relocation.

2. Notwithstanding the foregoing, the only maintenance that may be performed on the Permitted Aircraft within the Tie Down Space(s) are those maintenance activities an owner pilot is permitted to perform in accordance with 14 CFR Part 43, Appendix A, Subpart C (Preventive Maintenance). Maintenance activities that involve aircraft fuel systems or require the removal of control surfaces or cowlings for periods that exceed 48-hours are prohibited. If control surfaces or cowlings are removed pursuant to authorized maintenance activities, they shall be stored and secured in such a manner as to preclude them from posing a potential hazard to life, property or aircraft operations in the vicinity.

3. No tools shall be stored or used in the parking or storage space, except those tools required for the performance of authorized, Permittee-performed maintenance and repairs.

H. Indemnification: To the fullest extent permitted by law, Permittee shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees, for, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Permittee's acts, errors, omissions, or mistakes relating to Permittee's use of the Tie Down Space(s) or other actions under this Agreement.

I. No Commercial Activity: No commercial or revenue-producing activities shall be conducted from any aircraft Tie Down Space(s), parking or storage space without advance, written approval of PMGAA.

J. Property Rights Not Created: At no time shall this Agreement, its Exhibits, attachments, modifications, renewals or amendments be construed to confer an interest in real property between the Parties, nor shall this Agreement or its performance by the Parties establish a joint venture, partnership or fiduciary relationship. Permittee's rights herein are non-exclusive, and in common with other permittees of GAS.

K. Assignment: Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, mortgaged, encumbered, or transferred by Permittee.

L. Amendments: This Agreement may be amended only in writing and by mutual consent of both Parties.

M. Termination:

1. *Thirty-Day Notice.*

a. Permittee may terminate this Agreement by providing not less than thirty (30) days prior written notice to GAS of such cancellation.

b. GAS may terminate this Agreement by providing not less than thirty (30) days prior written notice to Permittee of such cancellation.

2. *Permittee Default.* If any default by Permittee, its officers, employees, agents, or contractors of any term or condition of this Agreement continues more than ten (10) days after written notification of such default by GAS, GAS shall have the right to terminate this Agreement upon written notice to Permittee; provided however, if such default is a result of any violation of the Airport Security Plan or the *Airport Rules and Regulations*, or if such default constitutes a danger or hazard to persons or property as determined in the sole discretion of PMGAA, GAS shall have the right to terminate this Agreement immediately by written notice to Permittee. Upon any termination pursuant to this Section II.M.2, GAS shall have no obligation to return any deposits or pre-paid Fees to Permittee.

N. Holding Over; Abandonment:

1. *Removal of Aircraft; Fees for Non-Removal.* Upon termination, Permittee shall promptly remove the Permitted Aircraft from the Airport. For each day the Permitted Aircraft remains parked in the Tie Down Space(s) after termination of this Agreement, Permittee shall pay the Daily Ramp Fee as set forth in PMGAA's approved and published pertinent *Airport Rates and Charges*. For each day the Permitted Aircraft remains parked in the Tie Down Space(s) after termination of this Agreement, commencing on the thirtieth (30th) day after termination, Permittee shall pay two hundred percent of the Daily Ramp Fee. If Permittee has a credit card on file, the card will be charged the Daily Ramp Fees until the Permitted Aircraft is removed from the Airport.

2. *Relocation of Aircraft.* Following termination, if the Permitted Aircraft remains on the Airport and is in violation of the *Airport Rules and Regulations* or constitutes a danger or hazard to persons or property as determined in the sole discretion of PMGAA, GAS may tow or relocate (or cause to be towed or relocated) the Permitted Aircraft to other areas on the Airport or off the Airport at the discretion of the Executive Director/CEO or its designee, at Permittee's sole expense. Permittee waives and releases any claims against GAS and/or PMGAA for losses or damage to the Permitted Aircraft as a result of such towing or relocation of the Permitted Aircraft.

3. *Non-Removal; Abandonment.* If the Permitted Aircraft is not removed from the Airport within sixty (60) days after termination of this Agreement, or other arrangements are not made with the Executive Director/CEO or its designee, PMGAA may sell the aircraft pursuant to A.R.S. §10-1023 or it may be deemed abandoned and handled in accordance with A.R.S. §28-8243.

O. Attorney Fees. If either Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing Party in any such action, proceeding, trial, or appeal shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court.

P. Notice of Lien: GAS shall have a possessory lien in accordance with A.R.S. §33-1022 or any other applicable statute from the date rent is unpaid and due, in the Permitted Aircraft and personal property parked or stored pursuant to the provisions of this Agreement. The Permitted Aircraft and personal property may be sold to satisfy the lien if Permittee is in default of this Agreement and has not cured such default in accordance with any applicable cure period. In order to provide notice of any sale to enforce this possessory lien, Permittee shall disclose any and all lien holders or secured parties having an interest in the Permitted Aircraft, and in any other personal property that is stored within the Tie Down Space(s).

Q. Other Notice: GAS reserves the right to conduct routine and emergency ramp inspections and pavement maintenance, as required, without prior notice to Permittee, to ensure that the Tie Down Space(s) are in compliance with this Agreement, remain free of hazards and satisfy all FAA and other regulatory requirements.

R. GAS Point-of-Contact for this Agreement. GAS point-of-contact for this Agreement and all communication regarding the information, space requirements, notice of cancellation, and terms and conditions herein shall be:

Phoenix-Mesa Gateway Airport Authority
dba Gateway Aviation Services
5803 S. Sossaman Road, Suite 16
Mesa, Arizona 85212-5823
Telephone: 480.988.7700

S. Permitee Point-of-Contact for this Agreement. The Permitee point-of-contact for this Agreement and all communication regarding the information, notice of cancellation, and terms and conditions herein shall be:

(complete)

T. Survival. The provision of Sections II H, N, O and P shall survive any expiration or termination of this Agreement.

III. ACKNOWLEDGMENT:

By Permitee’s signature, Permitee declares that all information provided above is true and correct, and that Permitee has read, understands and agrees to abide by the above Terms and Conditions of this Agreement. Permitee further acknowledges any failure to comply with those provisions shall be considered a breach of this Agreement and Permitee’s right to occupy the Tie Down Space(s) authorized by this Agreement shall be cancelled and appropriate charges applied.

Executed as of the date set forth below:

GAS:

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona, doing business as Gateway Aviation Services

PERMITTEE:

Insert Name, a(n) _____

By: _____
Name: J. Brian O’Neill, A.A.E.
Title: Executive Director/CEO
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A**I. PERMITTEE INFORMATION:**

Name:			
Billing Address:			
Telephone Numbers:	Office:	Home:	Cell:
Email Address:			
Date Submitted:			

II. AIRCRAFT INFORMATION:

Year:			
Manufacturer:			
Model:			
Registration Number:			
Aircraft Owned by Business or Partnership? (check one) <input type="checkbox"/> YES <input type="checkbox"/> NO			
Business Name: _____			
Lien Holders & Secured Parties (if any – provide name and address; if none, please write “None”):	Name:		
	Address:		
	Name:		
	Address:		

III. ADDITIONAL AIRCRAFT INFORMATION:

Year:	
Manufacturer:	
Model:	
Registration Number:	
Assigned Space:	

Year:	
Manufacturer:	
Model:	
Registration Number:	
Assigned Space:	

Year:	
Manufacturer:	
Model:	
Registration Number:	
Assigned Space:	

Year:	
Manufacturer:	
Model:	
Registration Number:	
Assigned Space:	

Year:	
Manufacturer:	
Model:	
Registration Number:	
Assigned Space:	

Exhibit B**FOR OFFICIAL USE ONLY**

Name of Permittee:	Aircraft Registration No.
Aircraft Manufacturer:	Aircraft Model:

Rental Location:	Assigned Space:	
Rental Rate/Mo. (plus tax):	Initial Fee Amount:	Date Paid:
Agreement Start Date:	Agreement Cancellation Date:	

PROCESSING CHECKLIST					
Incoming Items	Date	Initials	Outgoing Items	Date	Initials
Total Aviation Software (add based customer)			Total Aviation Software (status to transient)		
Credit Card Authorization Form (if applicable)			N/A		
Airport Security Badge Customer badging/send email			Airport Security Badge Collect badge/send to badging		
Vehicle Parking Permit Issuance			Vehicle Parking Permit Collect permit/send to badging		
Certificate(s) of Insurance			N/A		
Tie Down//Ramp Diagram			Tie Down//Ramp Diagram		
Tie Down/Ramp Inventory			Tie Down/Ramp Inventory		
ADOT Report			ADOT Report (next quarter)		
Based Aircraft Billing Report			Based Aircraft Billing Report		
Send Original to Clerk of the Board			Notify Clerk of the Board		

4817-3205-9566