



Phoenix – Mesa Gateway Airport Authority
**AIRCRAFT HANGAR / PARKING SPACE RENTAL
 AGREEMENT**
 - Aircraft Owners -

I. AIRCRAFT OWNER/OPERATOR INFORMATION:

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

II. AIRCRAFT INFORMATION:

Year:			
Manufacturer:			
Model:			
Certificated MGLW*:			
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:		

NOTE: “MGLW” refers to the maximum certificated gross landing weight of the aircraft as certified by the FAA.

III. STANDARD TERMS AND CONDITIONS:

A. Agreement Term: The term of this Agreement shall commence on the submission date above and continue for a minimum of TWO (2) calendar months and continue on a month-to-month basis thereafter, unless otherwise cancelled or revoked as provided herein.

B. Fees.

1. The fee for your aircraft is \$_____ per month plus tax at 2.5%. Aircraft hangar and parking space rental fees shall be based upon the pertinent *Airport Rates and Charges* or *Gateway Aviation Services Price Schedules* in effect at the time the fees and charges accrue. The *Airport Rates and Charges* and *Gateway Aviation Service Price Schedules* are subject to change from time to time at the Phoenix-Mesa Gateway Airport Authority's (PMGAA) and Gateway Aviation Services' (GAS) sole discretion.

2. Rent shall not be prorated, either upon initial registration or by subsequent cancellation of this Agreement.

3. Aircraft hangar and parking space rental fees shall be due and payable to PMGAA or GAS on the first day of each month and become delinquent TEN (10) days thereafter. Payments received after the TENTH (10th) day of the month shall be subject to a late penalty of \$10.00 that will be charged to the aircraft owner or operator named above on the ELEVENTH (11th) day. Delinquent rent and penalty fees also shall be subject to a finance charge equal to ONE AND ONE-HALF PERCENT (1.5%) of the amount due.

C. Registration: A copy of the permanent Federal Aviation Administration (FAA) Certificate of Aircraft Registration (or other equivalent state registration form) shall be submitted to GAS for each aircraft that will occupy an assigned hangar or public ramp rental or storage space on the Airport before that space is assigned.

D. Insurance:

1. *Private Aircraft Owners and Operators.* If not already procuring and maintaining insurance coverage pursuant to a Property Lease or Operation Agreement with PMGAA, private aircraft owners or operators who desire to operate a motor vehicle within any Air Operations Area (AOA) shall procure and maintain *Automobile Liability* insurance in the amounts of \$100,000/\$300,000/\$500,000 on said motor vehicle throughout the Term of this Agreement.

2. *Business Aircraft Owners and Operators.* If not already procuring and maintaining insurance coverage pursuant to a Property Lease or Operation Agreement with PMGAA, business aircraft owners or operators shall procure and maintain the following insurance throughout the Term of this Agreement:

a. *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," "products and completed operations," "professional," "host liquor" and "blanket contractual" liabilities.

b. 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 used in the performance of commercial activities in the amount of \$1,000,000 per occurrence.

3. *Proof of Insurance.*

a. Proof of insurance by private aircraft owners and operators shall be provided to GAS within THIRTY- (30) days of the submission date specified in this Agreement. 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 business aircraft owners and operators shall: (i)-name PMGAA as a certificate holder or additional named insured; (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. The business entity named in Section II herein 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 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 THIRTY- (30) days of the submission date specified herein and shall continue to provide such certificates throughout the Term of this Agreement. A company's or organization'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.

4. *Additional Insurance.* At any time during the Term of this Agreement, PMGAA may require an Agreement holder to increase its coverage to commercially reasonable amounts or otherwise as may be specified by the PMGAA Minimum Standards, if in its reasonable determination, the insurance coverage required by this Section is no longer deemed adequate.

E. Compliance:

1. Strict adherence to the Airport Rules and Regulations (AR&R); 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 FAA, all as amended from time to time, is a condition of this Agreement. In addition, the individual, company or organization named herein shall ensure similar compliance by its agents, employees, invitees, co-owners or co-operators.

2. The aircraft hangar or parking space(s) rented to the individual or company named herein shall be used exclusively for the parking and storage of the aircraft identified in Section II of this Agreement. Said hangar or parking space shall be kept free of any items or debris that could cause a hazard to other aircraft parked or operating in the vicinity.

3. Hazardous activities, such as but not limited to welding, painting, doping, open fuel lines or the application of hazardous substances, are prohibited at all times. In addition, the herein named individual, company or organization shall ensure any pre-flight fuel samples are not disposed of on a hangar floor, apron or ground, and shall use the flight line fuel disposal containers solely for that purpose. Failure to dispose of pre-flight fuel samples properly may subject the aircraft owner or operator to fines and other lawful action imposed by the Arizona Department of Environmental Quality (ADEQ).

4. 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 aircraft owners and operators to apply for and receive an Airport security or access control badge before being allowed unrestricted personal access to the owner's, operator's or company's aircraft at its assigned hangar, parking or storage space location, and to be able to drive a motor vehicle in authorized areas of any AOA.

5. Individuals who desire to engage in providing aeronautical services to the public on the airport must obtain the appropriate agreements from the Phoenix-Mesa Gateway Airport Authority and meet the conditions identified in the PMGAA Airport Minimum Standards.

F. 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 PMGAA vehicle access control program. 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 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. At no time shall the speed of any motor vehicle be allowed to exceed FIFTEEN miles per hour (15

mph). The herein named individual, company or organization also shall exercise suitable controls and restraints to ensure personal compliance, including that of his or her employees, agents or invitees.

G. Aircraft Engine Operation: No aircraft engine shall be operated in a negligent manner, so that the propeller or engine exhaust blast may cause injury to persons or damage to property.

H. Property Damage: PMGAA and GAS assume no liability for damage or loss to aircraft or other personal property parked or stored under the provisions of this Agreement. Aircraft and other personal property are stored at the sole risk of the herein named aircraft owner, operator or company/organization. In addition, any insurance deemed necessary to protect the owner's, company's or organization's aircraft and/or personal property against fire, theft or damage, or as may otherwise be required by this Agreement, is the sole responsibility of that owner, company or organization.

I. Aircraft Maintenance:

1. Only the aircraft identified above in this Agreement may be maintained or repaired in the assigned parking location/space, and only by the owner or an employee of the herein named individual, company or organization, or such other individual as may be approved in writing by PMGAA or GAS, provided said individual(s) do so in strict compliance with applicable FAA licensing requirements prior to performing maintenance on said aircraft.

2. Only "minor maintenance" may be performed within an assigned hangar, parking or storage space. 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, company- or organization-performed maintenance and repairs.

J. Indemnification: The herein named individual, company or organization hereby agrees to defend, indemnify and hold harmless PMGAA, GAS and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees from any and all claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any accident, injury or damages occurring at or on the Airport, or (ii) any negligent act or omission of the herein named company or organization or its agents, employees, contractors, subcontractors, invitees, licensees or customers in connection with said company's or organization's related operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (iii) the failure of the herein named company or organization to comply with any provisions of this Agreement. This indemnification shall exclude responsibility for any consequential damages and for claims arising from the negligent or wrongful act of PMGAA or GAS or its employees, contractors or agents.

K. No Commercial Activity: No commercial or revenue-producing activities shall be conducted from any aircraft hangar, parking or storage space without advance, written approval of the PMGAA.

L. Assignment:

a. Aircraft ramp parking and storage spaces are rented, after the initial TWO- (2) month registration period, on a month-to-month basis specifically to the herein named company or organization exclusive use. Such space shall not be sublet, assigned or otherwise transferred without prior written approval of the GAS.

b. Aircraft hangar spaces are rented, after the initial TWO- (2) month registration period, on a month-to-month basis for a maximum continuous period of SIX- (6) months. Agreement extension beyond

this SIX- (6) month period shall be allowed on a monthly, space-available basis only. Such space shall not be sublet, assigned or otherwise transferred without prior written approval of GAS.

M. Amendments: This Agreement may be amended only in writing by PMGAA or GAS.

N. Cancellation:

1. The individual, company or organization named herein may cancel this Agreement by communicating said intent in writing to GAS not less than FIFTEEN- (15) days prior to the actual date of cancellation.

2. PMGAA and/or GAS may cancel this Agreement in accordance with the following:

a. Curable Defaults – Violation of any term or condition of this Agreement, excluding Sections E1, E3 and E4 herein, shall be cured within TEN- (10) days notice, or within such other time as may be specified by the PMGAA. Notice of THREE (3) or more curable defaults within a cumulative TWELVE- (12) month period, whether such defaults are cured or not, shall be grounds for cancellation of this Agreement. Notice of a repetitive violation of the same Section of this Agreement within a TWELVE- (12) month period, whether such defaults are cured or not, also shall be grounds for Agreement cancellation.

b. Non-Curable Defaults – Violation of the terms and conditions of Sections D, I, J and K herein shall be grounds for immediate cancellation of this Agreement.

c. Without Cause – PMGAA and/or GAS may cancel this Agreement, without cause, upon THIRTY- (30) days written notice where such action is necessary for the public health, safety, welfare or efficiency in the operation of the Airport, as determined in the sole discretion of PMGAA.

O. Appeal: Notices of Agreement cancellation by PMGAA or GAS may be appealed within TEN- (10) days of receipt of said notice. Appeals must be directed to the PMGAA Executive Director who will conduct a hearing within a reasonable time and, based upon the evidence presented at the hearing, may either uphold or reverse the cancellation. The decision of the PMGAA Executive Director shall be final.

P. Notice of Lien: PMGAA shall have a possessory lien, from the date rent is unpaid and due, in all aircraft and personal property parked or stored under the provisions of this Agreement. Said aircraft and personal property may be sold to satisfy the lien if the individual, company or organization herein named is in default of this Agreement. In order to provide notice of any sale to enforce this possessory lien, the individual, company or organization herein named shall disclose any and all lien holders or secured parties having an interest in the aircraft identified in this Agreement, and in any other personal property that is stored within the parking or storage space.

Q. Other Notice: PMGAA and GAS reserve the right to conduct routine and emergency hangar and ramp inspections and pavement maintenance, as required, without prior notice to any company, organization or aircraft owner or operator to ensure that hangar, parking and storage spaces are in compliance with this Agreement, remain free of hazards and satisfy all FAA and other regulatory requirements.

R. PMGAA Point-of-Contact for this Agreement. The PMGAA and GAS point-of-contact for this Agreement and all communication regarding the information, space requirements 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

IV. INDIVIDUAL/COMPANY/ORGANIZATION AGREEMENT/ACKNOWLEDGMENT:

By my signature, I declare that all information provided above is true and correct, and that I have read, understand and agree to abide by the above Terms and Conditions of this Agreement. I further acknowledge any failure to comply with those provisions shall be considered a breach of this Agreement and my right to occupy the parking or storage space authorized by this Agreement shall be cancelled and appropriate penalties applied.

Authorized Signature

Date

By: _____

Printed Name

Title (if aircraft is business-owned)

PMGAA Authorized Signature

Date

By: Matt Nebgen _____

Printed Name

Gateway Aviation Services Director

Title

FOR OFFICIAL USE ONLY

Name:	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
ADOT Report			ADOT Report (next quarter)		
Based Aircraft Billing Report			Based Aircraft Billing Report		
Hangar//Ramp Diagram			Hangar//Ramp Diagram		
Total FBO (add based customer)			Total FBO (status to transient)		
Airport Access Control Badge Customer badging/send email			Airport Access Control Badge Collect badge/send to badging		
Hangar/Ramp Inventory			Hangar/Ramp Inventory		
Send Original to Clerk of the Board			Notify Clerk of the Board		