

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

**DEER VALLEY AIRPORT
SPACE NO:**

**Date:
Contract No.**

BUSINESS/PERMITEE 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 has a temporary registration Permittee shall have ninety (90) calendar days in which to provide a permanent registration. If the registration is not in the name of the Permittee, then 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 Aviation Director 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 on 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. GENERAL OBLIGATIONS

- A. Permittee shall comply with federal, state and local laws, including 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 Aviation Director has implemented an airport security plan (Sky Harbor) or airfield access program (Deer Valley and Goodyear) with which Permittee agrees to comply.

3. 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) calendar days notice.
- C. 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.

4. STRUCTURAL MODIFICATION

- A. No structural or electrical modifications, painting or alterations will be made to the aircraft storage space without the prior written approval of the Aviation Director or a designated representative. 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 Aviation Director or a designated representative.

- 5. 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.

- 6. 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.

- 7. COMMERCIAL ACTIVITY** No commercial activities shall be conducted or permitted from any aircraft storage space without written approval of the Aviation Director pursuant to Phoenix City Code and Airport Rules and Regulations. 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 buying or selling an 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.

8. 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 a part of the space identified above. This Permit may not be assigned except in case of 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 Aviation Director or a designated representative.

9. 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 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.

10. 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 Aviation Director or his 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 in the sole discretion of the Aviation Director or his designee.
- C. This Permit may be cancelled by the Aviation Director or his designee, without cause, upon thirty (30) calendar days written notice.

11. APPEAL Permittee shall have ten (10) calendar days from the receipt of a notice of termination of this Permit with which to file an appeal to the Aviation Director. The Aviation Director 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 Aviation Director shall be final.

12. 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.

13. 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, rule or regulation, the most restrictive provision shall control.

Indicate documents provided to applicant

- General Aviation Handbook
- Rule and Regulation – Airside Access, Notice of Violations and Vehicle Operations Procedures
- General Aviation Welcome Packet

Agreed and Acknowledged:

Approved:

Permittee Date

City of Phoenix Aviation Department Date

Its

Airport Administration Use Only

Rent	Advance Pay	Key#	Contract No.	Space No.
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