

**SAN LUIS OBISPO COUNTY AIRPORTS
AIRCRAFT STORAGE PERMIT**

This Aircraft Storage Permit (the "Permit") entered into on _____ by an between the County of San Luis Obispo, hereinafter called "County" and _____ as further identified in **Exhibit A**, hereinafter called "Permittee".

NOW THEREFORE, County and Permittee hereby mutually covenant and agree as follows:

1. **Term:** Upon execution of this permit, the County hereby permits Permittee to store the hereinafter described aircraft for the follow term (check one).
 - a. Month-to-Month. _____
 - b. One (1) Year. _____
 - c. Two (2) Year. _____
 - d. Month-Month permits will automatically renew unless otherwise terminated pursuant to this Permit.
 - e. Tenants wishing to renew one (1) and two (2) year permits must contact Airport Management thirty- (30) days in advance of expiration to enter renew said permits.
 - f. FAILING TO NOTIFY AIRPORT MANAGEMENT OF THE INTENT TO RENEW WILL RESULT IN EXPIRED ONE OR TWO YEAR PERMITS ENTERING A HOLD-OVER CONDITION ON A MONTH-TO-MONTH BASIS, **AT A MONTH-TO-MONTH RENTAL RATE** UNTIL THE TENANT (I) NEGOTIATES A NEW ONE OR TWO YEAR PERMIT, OR (II) THE TENANT VACATES THE PREMISES DESCRIBED HEREIN.

2. **Premises:** County grants and Permittee accepts the following premises pursuant to the terms of this Permit.
 - a. Airport: SBP _____ L52 _____
 - b. Hangar Type: Small A _____ Small B _____
 Medium A _____ Medium B _____
 Large _____ L52 _____
 - c. Hangar # _____
 - d. Tie Down Location _____

3. **Use of Premises:** The Premises shall be used for the private storage of an aircraft only. This Permit does not grant Permittee any ability to conduct commercial aeronautical services/activities from the Premises described herein. The Premises shall not be used for storage of hazardous materials, non-aviation materials or aircraft repairs other than those permitted herein.

4. **Aircraft Stored:** County hereby permits storage of the following aircraft, to-wit:

Aircraft Make: _____

Aircraft Model: _____

Aircraft Registration Number (N#) _____

5. **Rental Fee:** As rental for such Permit, Permittee shall pay in advance of each billing period the rental fee set forth in the rates and charges approved and adopted by the County Board of Supervisors which may be revised for time to time. The current rental rates in effect at the time of the execution of this Permit are attached hereto as **Exhibit B**. Payment is due on the 1st of the month, will become delinquent after the 15th of the month, and a 10% finance charge shall be assessed 30 days after the due date on the unpaid balance. If still unpaid for thirty (30) days after the delinquency date the legal rate of interest shall apply. The County shall have a lien upon any aircraft for storage and utility charges pursuant to the laws of the State of California. The County may lock and exclude the Permittee from the use or possession of said hangar or tie down space, and impound the aircraft if storage and utility charges due are not paid by the 10th day following the date of the invoice. All payments made by Permittee hereunder shall be paid to:

**San Luis Obispo County Airports
Airport Management**

903 Airport Drive Suite 5

San Luis Obispo, CA 93401,

Or other such place as County may designate.

6. **SECURITY AND LOCK DEPOSIT:**

a. Security Deposit: Permittee shall deposit with County as security for any performance of the terms and conditions of this Permit by Permittee an amount equal to one month's rent fee. If Permittee defaults in respect to any term or condition contained herein, including payment fees, County may retain the whole or any part of said security for the payment of fees in default or any other sum County may be required to spend or incur by reason of Permittee's default. Except for the lock deposit as identified herein, should Permittee faithfully and fully comply with terms and conditions of this Permit the security or any balance shall be returned to Permittee after the termination of this Permit. County shall not be required to pay interest on any cash deposit. SECURITY DEPOSIT MAY NOT BE USE IN LIEU OF LAST MONTH'S RENTAL FEE ON THE PREMISES DESCRIBED HEREIN.

b. Lock Deposit: Permittee shall pay a \$25.00 non-refundable deposit as payment for a Hangar lock and two keys to be used solely and exclusively on the assigned storage space pursuant to the Permit. If Permittee loses said lock and/or keys during the term of this permit, Permittee shall be required to notify County and purchase from County a new lock and keys. At the termination of this permit, Permittee shall not be required to return said lock and keys and shall be required to remove them from the premises.

7. **MAINTENANCE OF PREMISES:** Permittee shall maintain Premises in good and functioning condition. Permittee shall keep Premises neat, clean and orderly at all times, and shall not

commit or suffer to +be committed hereon any waste, nuisance, or illegal act, and furthermore, shall not obstruct others, in any way, from the joint use of common areas. Permittee shall not be allowed to perform any maintenance on, adjustment to or otherwise change or modify any County owned building or structure, doors, electrical fixtures, plumbing fixtures, or pavement driveway, walkway or taxilane.

8. **INDEMNIFICATION:** Permittee shall defend, indemnify and save harmless the County and its officers, agents and employees from and against any and all claims, demands, expenses, damages, costs, liability, causes of action and judgments arising out of this Permit or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any independent contractors directly responsible to Permittee. This indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers or employees. Permittee hereby waives all claims against County for any and all damage or injury to any property, including but not limited to, the aircraft stored pursuant to this Permit.
9. **INSURANCE:** *Where aircraft storage is a Hangar*, Permittee, at its sole cost and expense, for the term of this Permit or any renewal thereof, shall obtain and maintain the minimum insurance coverage set forth in the general Non-Commercial Aviation Insurance Requirements at County Airports attached hereto as **Exhibit C** and incorporated herein by this reference. Said coverage must be in place **PRIOR TO** the commencement of the Term of this Permit and **PRIOR TO** Permittee commencing any occupancy or activities under this Permit. **PERMITTEE SHALL PROVIDE PROOF OF INSURANCE WITHIN TEN (10) DAYS OF THE INITIAL TERM OF THE PERMIT. UPON RENEWAL OF THE INSURANCE, PERMITTEE SHALL SUBMIT A NEW CERTIFICATION OF INSURANCE TO COUNTY EVIDENCING CONTINUOUS COVERAGE. FAILURE TO PROVIDE SAID EVIDENCE OF INSURANCE WILL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE PERMIT.** Permittee shall provide to the General Services Agency Director or their designee a copy of the Certificate of Insurance for the primary aircraft and any other aircraft occupying the assigned hangar. Airport may also require Permittee to submit a copy of the entire insurance policy. Permittee shall be identified on the primary aircraft's Certificate of Insurance. Requirements established herein are minimums only, and the County reserves the right to require higher limits of liability insurance if, in its sole and absolute discretion it determines that such higher limits are necessary in accordance with industry standards for such airport activities.
10. **SUBLETTING and ASSIGNMENT:** Permittee shall not assign or transfer this Permit or any interest therein. Permittee shall not allow aircraft other than described herein to occupy assigned hangar or tie down space. Unauthorized aircraft are subject to assessment of overnight transient aircraft fees and/or impoundment. If the Permittee transferred title to the aircraft described herein, the County shall require the person to whom title of the aircraft has been transferred to request a hangar or tie down space. If no space is available, the person's name shall be placed on a waiting list.
11. **SUCCESSORS:** This Permit shall be binding on the heirs, executors, and trustees, of the parties hereto.

12. **WAIVER:** Any waiver by County of any failure by Permittee to comply with any term or condition of the Permit shall not be construed to be a waiver of a similar or other failure by Permittee to comply with any other term or condition of this Permit.
13. **LAWS:** Permittee shall comply at all times with all applicable State and Federal statutes and regulation, and with all San Luis Obispo County ordinances, resolutions, and Airport rules and regulations passed from time to time, whether promulgated before or after execution of this Permit, regulating the Airport. Such regulations shall include, but not be limited to the approved Airport Certification Manual and Airport Security Program. Any civil action brought by either party under this Permit shall be commenced and maintained in the State of California, County of San Luis Obispo. **Permittee acknowledges receipt of San Luis Obispo County Airport's Title 24 – Airport Rules and Regulation (as amended).**
14. **AIRCRAFT REPAIRS:** Except for pre-flight and those repairs allowed pursuant to Part 43 of the Federal Aviation Regulation, which may be made in subject hangar or tie down space, Permittee shall perform no other repairs **without the assistance of an aircraft mechanic unless such work is approved in writing in advance by the Director.**
15. **COMMERCIAL OPERATIONS PROHIBITED:** The premises described herein and in regard to the use of the aircraft stored pursuant to this Permit, shall not be used for commercial (for compensation) operations without prior written permission of the Director together with the appropriate commercial operations **permit meeting the Airport Minimum Standards and additional County required Permittee insurance coverage.**
16. **TAXES:** Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee promises to timely pay any such taxes.
17. **PERMITTEE/AIRCRAFT INFORMATION:** Permittee must notify the County, in writing, of any and all changes to Permittee's herein listed contact information and/or aircraft ownership, airworthiness, or registration within ten (10) days of such change to avoid cancellation of this Permit.
18. **AIRCRAFT AIRWORTHINESS:** Aircraft stored pursuant to this Permit shall be "airworthy", as defined by the Federal Aviation Administration. If aircraft listed herein are not airworthy for more than thirty (30) days, Permittee shall notify the Director and remove aircraft from the assigned hangar/tie down or receive, in writing, a temporary waiver of this requirement from the Director.
19. **ALTERATION:** Permittee shall not make any material changes, alterations, or improvements to the Premises without the written consent and approval of the Director. **Only County issued locks will be allowed for use with County owned hangars. All other locks are subject to destruction without prior notice.**

20. **NON-EXCLUSIVE RIGHTS:** Permittee shall not have and may not grant any exclusive rights of any kind that are forbidden by any applicable and pertinent law, statute, ordinance, rule or regulation of any government entity or agency.
21. **PENDING DEVELOPMENT:** County may terminate this Permit if it determines that Premises are required for development or other use. County shall be under no obligation to Permittee to provide for relocation or any form of compensation
22. **PROTECTION OF PREMISES:** Permittee shall take all reasonable precautions to protect Premises from damage, theft, vandalism, and other such hazards. Permittee shall at all times exercise control over and assume responsibility and liability for any person or vehicle admitted by Permittee into the aircraft operations area. **Permittee shall protect all airport access media issued by the Airport and not permit unauthorized persons access to the Airport or restricted area within the boundaries of Airport property. Failure to comply may result in Permittee's access being revoked and/or criminal penalties being imposed, as well as County finding Permittee in immediate breach of this agreement.** In the event of breach pursuant to this paragraph, County may terminate this permit immediately. The Permittee insofar as County liability is concerned, assumes all risk of loss from vandalism or any action by third parties. However, this does not prevent the Permittee from taking legal actions against third parties.
23. **INSPECTION:** *Where aircraft storage is a hangar,* County, its agents and employees, shall have access to and the right to enter upon the Premises at any time to examine the condition thereof, and to direct Permittee to make such repairs as may be necessary and, in the event of an emergency, to take such action therein as may be required for the protection of persons or property, at the expense of Permittee. To this end, County may make such reasonable rules and regulations pertaining to the premises operation and use thereof which shall serve to protect the health, safety, and welfare of the public and to protect the airport as a physical asset. The Checklist attached hereto and incorporated herein as **Exhibit D** shall be used as a guide for routine inspections. Permittee shall correct any items noted which area deemed unacceptable or in need of correction. Permittee and/or Permittee's agent shall cooperate with Airport management personnel during inspections.
24. **TERMINATION:** Termination of this Permit will occur:
- a. If this is a month-to-month either Party may give the other Party thirty- (30) days prior written notice at any time during the term of this permit for any reason, of such termination
 - b. If this is an annual Permit, either Party may give the other Party written notice of intent not to renew thirty (30) days prior to the expiration of this Permit. Should the Permittee wish to terminate this Permit in advance of the expiration of said Permit, Permittee surrenders all security deposits held on account for the Permittee. Early termination may also result in Permittee being charged the difference between the permit fee allowed under the annual and bi-annual payment plans and the month-to-month rate from execution of this Permit until terminated.

- c. Should neither Party elect to terminate this Permit it will automatically renew for the same terms and conditions set forth herein.
 - d. Failure by Permittee to notify Airport Administration, in writing, of a desire to terminate this permit at the end of its term will result in continued assessment of applicable rental fees for which Permittee will be responsible.
 - e. County shall be under no obligation to Permittee to provide for relocation or any form of compensation.
 - f. If there is a delinquency or non-payment of any fees or charges do to be paid to County by Permittee, or any violation of any other of the Terms and Conditions contained herein, the County shall provide ten (10) days prior written notice to the Permittee of termination.
25. **SURRENDER OF PREMISES**: On termination of tenancy, Permittee shall surrender Hangar or Tie Down space to County in good condition. At the sole option of the County, *where aircraft storage is an Hangar*, title to any personal property remaining in the Hangar at the time Permittee vacates the Hangar shall become property of the County and, under such circumstances, Permittee shall have no rights to said property and waives all ownership rights to said property and any rights to notice under Section 1980 et seq. of the California Civil Code or any other provision of law relating to abandoned property.
26. **NOTICES**: All notices herein provided to be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, postage prepaid and addressed as identified herein.
27. **SEPARABILITY**: The invalidity of any provision of this Permit shall not affect the validity or enforceability of any other provision of this permit.
28. **FORCE MAJEURE**: Neither County nor Permittee shall be deemed in violation of the Permit if it is prevented for performing any of the obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, act of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstances for which it is not responsible or which are not within its control. At any time should the aforementioned occurrences necessitate the closing of the Premies, Permittee shall have no recourse by law to County for losses incurred.
29. **EXHIBITS**: Any Exhibits attached to this Permit are incorporated herein by this reference as though fully set forth herein.
30. **INTEGRATION**: This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are not promises, conditions, or obligations other than those contained herein. This agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

- 31. **CORPORATE AUTHORITY:** Any individual executing the Permit on behalf of Permittee represents and warrants they are duly authorized to execute and deliver this Permit on behalf of said Permittee and that this permit is binding upon said Permittee in accordance with its terms. If Permittee is a corporation, Permittee agrees to sign Corporate Certificate.
- 32. **PARTNERSHIP AUTHORITY:** If Permittee is a partnership, either all partners agree to sign this Permit, or the Partner that does sign must show he has the authority to sign on behalf of the partnership.

/////////////////////////////////Nothing follows but Signatures and Exhibits////////////////////////////////

IN WITNESS WHEREOF, the County has executed the Aircraft Storage Permit on the _____ day of _____, 20____ .

COUNTY OF SAN LUIS OBISPO
JANETTE PELL,
 General Service Agency Director

By: _____
 RICHARD HOWELL, A.A.E.
 Deputy Director, County Airports

I, (please print name) _____
 the hereinbefore named Permittee, hereby certify that I have read the foregoing Aircraft Storage Permit and hereby accept and agree to be bound by all terms and conditions thereof and certify under penalty of perjury that I am the majority owner/primary Permittee of the above stated aircraft listed on page 1, paragraph 4 and have not entered into this Permit for the purpose of circumventing the Aircraft Storage waiting list. I further certify that the aforementioned aircraft storage area will be solely used for aircraft storage, and will not be utilized in any manner that could be construed to be a commercial enterprise.

DATE: _____

PERMITTEE (Signature)

I, (please print name) _____
 the hereinbefore named Permittee, hereby certify that I have read the foregoing Aircraft Storage Permit and hereby accept and agree to be bound by all terms and conditions thereof and certify under penalty of perjury that I am the majority owner/primary Permittee of the above stated aircraft listed on page 1, paragraph 4 and have not entered into this Permit for the purpose of circumventing the Aircraft Storage waiting list. I further certify that the aforementioned aircraft storage area will be solely used for aircraft storage, and will not be utilized in any manner that could be construed to be a commercial enterprise.

DATE: _____

PERMITTEE (Signature)
(To be used with Partnership Authority)

Exhibit A

Registered Owners List

PERMITTEE(s) FULL NAME _____

Sole Proprietorship

Partnership

General, or Limited

Statement of Partnership Recorded _____ in _____
(date) (State)

Corporation

Incorporated _____ in _____
(Date) (State)

Attach List of Officers and Directors with names and addresses

PERMITTEE CONTACT NAME: _____

HOME ADDRESS *(Primary Address if more than one):* _____

City, State, Zip: _____

Home Phone: _____ Business Phone: _____ Cell Phone: _____

BUSINESS ADDRESS *(Primary Address if more than one)*

Street: _____

City, State, Zip: _____

PERSONAL INFORMATION *(For All Applicants – Attach Additional Sheets if Necessary)*

Driver's LICENSE Number: _____ Social Security Number: _____
optional

AIRCRAFT REGISTRATION NO. _____ **TYPE OF AIRCRAFT** _____

Other information:

For Airport Operations Use Only

Date Moved In: _____ Position on Waiting List (*if applicable*): _____ Move out
Date _____

Notes: _____

Exhibit B

Monthly Permit Fee

- a. Monthly Permit Fee as established on execution of this permit:

- b. Hangar Permit (one year term): Reduce monthly fee 10%: _____
- c. Hangar Permit (Two Year): Reduce monthly fee 20%: _____
- d. Tie Down fees are not adjusted for term.

Sample Permit

Exhibit C

Non Commercial General Aviation Insurance Requirements at County Airports

A PERMITTEE shall procure and maintain for the duration of the PERMIT, insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with PERMITTEE's operation or use of the ASSIGNED SPACE/HANGAR or AIRPORT. The cost of such insurance shall be borne by PERMITTEE.

A. MINIMUM INSURANCE COVERAGE AND LIMITS

Aircraft Liability Insurance providing coverage for bodily injury and property damage including premises liability and liability for damage to non-owned hangars with a combined single limit of not less than \$1,000,000 per occurrence, including not less than \$100,000 per passenger limit.

B. DEDUCTIBLE AND SELF-INSURED RETENTION

Any deductible or self-insured retention must be declared by PERMITTEE to and approved by Director and the COUNTY Risk Manager.

C. OTHER INSURANCE PROVISIONS

The aircraft liability policy is to contain, or be endorsed to contain, the following provisions:

The COUNTY Airports and the COUNTY, their officers, officials, employees, agents, and volunteers are added as additional insured parties with respect to operation of the named insured at, or from, the COUNTY Airport or the Assigned Space/Hangar occupied and used by the named insured pursuant to the PERMIT issued by the COUNTY.

The PERMITTEE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents, and volunteers for liability arising out of the PERMITTEE's operations. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents, and volunteers shall be excess of the PERMITTEE's insurance and shall not contribute with it.

Coverage shall state that the PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by mail has been given to County. Cancellation of coverage for a non-payment of premium will require thirty (30) days written notice to the COUNTY Airport. The thirty (30) day written notice is not required if the PERMIT is terminated and the aircraft is immediately removed from the Airport, or if the aircraft is sold and immediately removed from the Airport.

D. ACCEPTABILITY OF INSURERS

All insurance required by this PERMIT shall be placed with a carrier with an AM Best rating of no less than A:VII or better and must be authorized to do business in California.

E. VERIFICATION OF COVERAGE

PERMITTEE shall furnish AIRPORT with certificates of insurance and original endorsements evidencing coverage as required by this PERMIT necessary to satisfy DIRECTOR that the insurance requirements of this PERMIT have been met. Proof of or changes in insurance shall be mailed or faxed to:

County Airports Administration
 903 Airport Drive Suite 5
 San Luis Obispo, CA 93401
 Phone 805-781-5205
 Fax 805-781-5985

F. CANCELLATION

Failure to maintain required insurance coverage shall result in termination of this PERMIT.

Exhibit D:
San Luis Obispo County Airports Aircraft Storage Permit

Hangar Inspection Checklist

Date: _____ Hangar #: _____

Walk-Through Inspection (move-in, mid-year, move-out): _____

Permittee: _____ AIRPLANE N#: _____

Inspector(s): _____

Description of Condition (Circle)

1. Walls:	New	Good	Fair	Poor
2. Ceiling:	New	Good	Fair	Poor
3. Slab Floor:	New	Good	Fair	Poor
4. Doors				
4a. Operational	Yes	No		
4b. Condition	New	Good	Fair	Poor
5. Neat and Sanitary:	Yes	No		
6. Fixtures				
6a. Operational	Yes	No		
6b. Condition	New	Good	Fair	Poor
7. Electrical				
7a. Outlets/Fixtures: operational	Yes	No		
7b. Outlets/Fixtures: condition	New	Good	Fair	Poor
8. Extinguishers: Is needle in the green*	Yes	No		
9. Signs of oil/fuel spills Yes / No				
10 Non-aviation or non-approved activities				
10a. Observed:	Yes	No		
10b. Description:				
11. Non-aviation items				
11a. Non-aviation items observed	Yes	No		
11b. Description:				
12. Storage of hazardous/toxic materials	Yes	No		

