

SPACE: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

## NON-COMMERCIAL TIE DOWN/SHADE USE PERMIT

This NON-COMMERCIAL TIE DOWN/SHADE USE PERMIT ("PERMIT") is issued by the City of Prescott, a Municipal Corporation of the State of Arizona, ("CITY"), to the "PERMITEE," \_\_\_\_\_, at a rate of \_\_\_\_\_ per month plus applicable taxes.

### 1. PERMITEE CONTACT INFORMATION (Where Notices Will Be Sent).

PERMITEE Phone #	PERMITEE Email	Aircraft N-#	Make & Model	
PERMITEE Address		City	State	Zip
Emergency Contact Name	E. Contact Phone #	E. Contact Email		

**By my signature, I declare that I have read each provision of this PERMIT, will provide the required documentation in Section 2 within 30 calendar days, and that all the information provided herein and any attached documentation is true and correct. Further, I declare that I own or have interest in the Aircraft(s) listed in Section 1 of this PERMIT.**

PERMITEE Name	PERMITEE Signature	Date
AIRPORT DESIGNEE Name	AIRPORT DESIGNEE Signature	Date

**2. PERMIT.** The CITY hereby authorizes PERMITEE to utilize a CITY-owned Non-Commercial Tie Down/Shade Space ("SPACE") located at Prescott Regional Airport ("AIRPORT") subject to the terms and conditions of this PERMIT. The SPACE shall be used primarily for the storage of aircraft ("AIRCRAFT") (either operational or under active construction according to the Non-Commercial Hangar & Storage Room Policy) in which PERMITEE can provide: Proof of ownership, a long-term lease agreement for listed aircraft, or verification they are an Associated Principle in a LLC, Partnership, or Corporation that owns AIRCRAFT. PERMITEE shall provide the following documentation acceptable upon commencement of PERMIT and annually to the Airport Director or their designee ("AIRPORT DESIGNEE") of such ownership or other legal interest, including, but not necessarily limited to:

- Current International Civil Aviation Organization (ICAO) or Federal Aviation Administration (FAA)-registered AIRCRAFT; or a completed FAA registration application Form 8050-1 (valid proof) for up to 120 calendar days; or written documentation of purchase of AIRCRAFT within thirty (30) calendar days of PERMIT issuance
- State Aircraft Registration
- Entity Articles of Organization/Incorporation, if applicable
- Maintenance Log Book Entry verifying Airworthy Condition, if applicable

**3. TERM.** The term of this PERMIT shall be on a month-to-month basis. This PERMIT shall automatically renew without action by either CITY or PERMITEE, unless terminated pursuant to Section 19 below.

**4. FEES.** Airport Rates & Fees are approved by the Prescott City Council and are subject to change. PERMITEE shall pay monthly fees and applicable taxes for the next month by the 20<sup>th</sup> of each month according to City of Prescott's billing cycles. In the event that PERMITEE fails to pay such monthly fee by the 20<sup>th</sup> of each month, then PERMITEE covenants and agrees that all sums to be paid under this PERMIT shall be assessed a late fee if not paid within ten (10) calendar days of the 20<sup>th</sup> of each month in accordance with the scheduled Airport Rates & Fees. Failure on PERMITEE'S part to pay fees which are past due shall constitute

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a breach of this PERMIT and may result in revocation of the PERMIT and possible termination pursuant to Section 19 of this PERMIT. Fees will be prorated upon PERMIT initiation or revocation.

**5. COMPLIANCE WITH REGULATORY REQUIREMENTS.** PERMITTEE shall comply with all current Airport Rules, Regulations, and Policies. In addition, PERMITTEE shall not use the SPACE in a manner that constitutes a violation of applicable law and policies. A copy of the most recent Airport Rules and Regulations are available at [flyprescott.com](http://flyprescott.com). PERMITTEE shall comply with all present and future laws, ordinances, requirements, rules, and regulations of all governmental authorities having jurisdiction over the SPACE or any part thereof. PERMITTEE shall comply with all applicable provisions of the Prescott City Code, Prescott Fire Code, Prescott Building Code, Federal and State Grant Programs, Airport Movement / Non-Movement Area Restrictions, Federal, state, and local environmental regulations, Surplus Property Instruments, FAA policies, rules, and regulations, and Transportation Security Administration (TSA) policies, rules, and regulations.

**6. SAFETY AND SECURITY (FAR Part 139.329).** Movement/Non-Movement areas are depicted in Exhibit A. Airfield "Movement Area" Incursion Avoidance requirements and restrictions for ground vehicles, pedestrians, and equipment include:

- Remain clear of all movement areas unless Air Traffic Control Tower (ATCT) clearance has been received when accessing the self-serve fuel tank or operating on/near the North Ramp and Bottleneck Hangar areas.
- Access to any movement areas by pedestrians or vehicles is prohibited without prior permission from Airport Management and the ATCT.
- Possession of an aviation radio does not give pedestrians or vehicle operators the right to access movement areas.
- Any violations are subject to applicable fines up to the approved amounts listed in the Airport Rates and Fees.
- Violations may result in termination of airfield access privileges.

PERMITTEE Initials \_\_\_\_\_

**7. AUTHORIZED USER(S).** "AUTHORIZED USER(S)" as defined herein, will be allowed access to the permitted SPACE by providing a signed copy to the AIRPORT of the Letter of Understanding Form regarding Movement/Non-Movement Areas as listed on [flyprescott.com](http://flyprescott.com), or via escort by PERMITTEE for security purposes as detailed in Section 6. Permission for AUTHORIZED USER(S) are subject to approval of the AIRPORT. AUTHORIZED USER(S) are not considered PERMITTEES. AUTHORIZED USERS are subject to the same security and regulatory requirements as a PERMITTEE. AUTHORIZED USER(S) shall mean:

- PERMITTEE'S Spouse
- PERMITTEE's verifiable Associated Partner in the same LLC, Business, or Corporation
- PERMITTEE'S verifiable shared owner of reported AIRCRAFT

**8. RELEASE.** To the fullest extent permitted by law, PERMITTEE, shall hold the CITY, its officials, departments, employees, and agents harmless, for, from and defend the CITY against any and all claims or liabilities, including but not limited to fire, theft, damage or loss to person, AIRCRAFT or property occurring in, on or about any part of the AIRPORT when that injury or damage is caused in part or in whole by the act, neglect, fault, or the omission of any duty by the PERMITTEE and/or PERMITTEE'S guests, except those injuries or damages resulting from negligent acts or omissions in part or in whole of the CITY, its officials, departments, employees, or agents.

**9. INDEMNIFICATION.** To the fullest extent permitted by law, PERMITTEE agrees to release CITY, its officials, departments, employees, and agents, for, from, and against any and all loss, injury, damage to persons or property, or other liability of any nature occasioned by, but not limited to, fire, theft, vandalism, rain, flood, windstorm, hail, earthquake, collision or from any other cause, whether such cause be a direct, indirect, or merely a contributing factor in producing said loss, injury, damage or liability, except for any injuries or damages resulting from negligent acts or omissions of the CITY, its officials, departments, employees, or agents. All AIRCRAFT and other personal property stored at the AIRPORT shall be stored at the PERMITTEE's sole risk. CITY assumes no liability for loss or injury to persons or property while PERMITTEE is using the AIRPORT facilities.

**10. SPACE ACCEPTANCE, REPAIR, MAINTENANCE, AND DAMAGES.** PERMITTEE accepts the SPACE on an "as is" basis. PERMITTEE shall inspect the SPACE prior to PERMITTEE occupying the SPACE to determine its condition at the beginning of the PERMIT Term. PERMITTEE shall immediately inform the AIRPORT of any and all repairs to the SPACE that PERMITTEE believes necessary. CITY

PERMITTEE Initials \_\_\_\_\_

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shall maintain the SPACE, including SPACE doors, rollers, and guides. PERMITTEE shall maintain the SPACE in neat appearance and in a safe condition at all times. PERMITTEE shall be liable, at its sole cost and expense, for repair of any and all damage to the SPACE caused by PERMITTEE, AUTHORIZED USER(S), or guests, ordinary wear and tear excepted. Upon termination of this PERMIT, PERMITTEE shall return the SPACE to the CITY in substantially the same condition as it existed at the commencement of this PERMIT, ordinary wear and tear excepted. Failure to return SPACE in substantially the same condition as existed at the commencement of this PERMIT will result in the CITY remediating and cleaning the SPACE. PERMITTEE agrees to pay for any labor (pursuant to existing rates and fees as established by the City) and actual material costs incurred.

PERMITTEE agrees to be responsible for proper tie-down and securing of aircraft after each usage. The CITY assumes no responsibility or liability for damage or loss to aircraft or its contents, automobiles, or other contents of the SPACE. All aircraft and contents or appurtenant items and accessories are stored solely at PERMITTEE's risk. This PERMIT shall not be construed as a bailment, and PERMITTEE shall store aircraft at their own risk.

- 11. ALTERATIONS TO SPACE.** PERMITTEE shall not make or cause to be made any alterations or improvements to the SPACE without the prior written consent of the City. Upon termination of this Permit, PERMITTEE shall remove all alterations or improvements and return the SPACE to the CITY in the same condition as the SPACE existed at the commencement of this PERMIT, ordinary wear and tear excepted. To the extent PERMITTEE does not remove the improvements, and City incurs the expense of removing the improvements, PERMITTEE agrees to pay for any labor (pursuant to existing rates and fees as established by the City) and actual material costs incurred to remedy the SPACE.
- 12. INCONSISTENT USES.** PERMITTEE shall not use the SPACE in a manner inconsistent with the purpose of this Permit as set forth in Section 2 above. In addition, PERMITTEE shall not use the SPACE for business or commercial activity, as defined in General Definitions of the Prescott City Code. PERMITTEE shall not use the SPACE for residential purposes or for household storage as described in the Non-Commercial Hangar & Storage Room Policy. PERMITTEE shall not use the SPACE in any way that violates the most current Airport, City, state, and Federal laws, codes, rules, regulations, and/or policies.
- 13. MAINTENANCE OF AIRCRAFT.** PERMITTEE may perform maintenance activities in the SPACE provided that such activities comply with all applicable City of Prescott codes and ordinances, Airport Rules and Regulations, Non-Commercial Hangar & Storage Room Policy, and any other applicable policies.
- 14. QUIET ENJOYMENT, SAFETY.** PERMITTEE, agrees to conduct, and to cause their guests, users, and/or invitees to conduct, all activities on the SPACE in a manner that will not interfere with the safety and quiet enjoyment of the AIRPORT by other PERMITTEES and members of the public.
- 15. SNOW REMOVAL.** The CITY agrees to provide snow removal on the public aircraft areas in accordance with priorities included in the approved Airport Snow Removal Program. The CITY shall not be responsible for snow removal within (3) feet of SPACE.
- 16. SPECIAL EVENTS.** PERMITTEE agrees that CITY expressly reserves the right to impose reasonable limitations on PERMITTEE's use of SPACE and to restrict access to public areas during periods prior to, during, and after special events or emergencies which may occur at the AIRPORT. Prior notification of restrictions from CITY to PERMITTEE is not guaranteed.
- 17. NOTICES.** Any notices required to be given or served under this PERMIT shall be in writing and shall be deemed properly delivered, given, or served when personally delivered to the CITY or PERMITTEE, or in lieu of such personal service, sent via email to the email address referenced in PERMITTEE Contact Information in this PERMIT or the email address on file with Airport Administration Office, whichever is most current.

Only if an email address is absent in Airport Administration Office files will notice then be sent via United States mail addressed to PERMITTEE at the address referenced in PERMITTEE Contact Information in this PERMIT or the address on file with the Airport Administration Office, whichever is most current. Notices shall be sent to the CITY via email ([airport.admin@prescott-az.gov](mailto:airport.admin@prescott-az.gov)) or via USPS at the following mailing address: **PRESCOTT REGIONAL AIRPORT, Attention: Airport Director, 6630 Airport Ave, Prescott, Arizona 86301.**

Notification will be deemed successful once the CITY sends the email. In the event that an email address is not referenced in PERMITTEE Contact Information in this PERMIT, notification will be deemed successful once the CITY sends the letter to the address last provided to the AIRPORT. PERMITTEE is solely responsible for keeping their email, mailing address, and telephone number on file with the AIRPORT current during the term of this PERMIT and shall notify the AIRPORT in writing within thirty (30)

PERMITTEE Initials \_\_\_\_\_

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calendar days of any change of email, mailing address, or telephone number. The CITY is not responsible for the PERMITTEE's non-receipt of Notice of Termination or other official notices that arise from the PERMITTEE's failure to maintain current contact information.

**18. ASSIGNMENT, SUBLEASE, OR TRANSFER.** Except as provided herein, this PERMIT is exclusive to the PERMITTEE and shall not be assigned, sublet, or otherwise transferred in whole or in part to any other person or entity. In the event of the death or serious impairment of the PERMITTEE, access to the SPACE shall be addressed on a case-by-case basis upon receipt of notification of such death or impairment.

**19. TERMINATION, BREACH, OR DEFAULT.** PERMITTEE may cancel this PERMIT with thirty (30) calendar days prior WRITTEN notice to the AIRPORT. Failure to so notify the AIRPORT will result in the PERMITTEE being charged the next month's fees.

The CITY may cancel or revoke this PERMIT for convenience by giving the PERMITTEE advance written notice, with such termination and revocation effective at the end of the next month following the current month in which such notice is given.

PERMITTEE shall provide CITY written documentation of sale of permitted AIRCRAFT within thirty (30) calendar days and purchase of replacement AIRCRAFT within ninety (90) calendar days or face termination.

Notwithstanding the foregoing, the CITY may revoke this PERMIT immediately if PERMITTEE conducts any criminal activity or violates any AIRPORT, City, state, and federal laws, codes, rules, regulations, and/or policies, or PERMIT. If said violation constitutes a danger or hazard to persons or property, immediate action may be taken without notification to PERMITTEE to terminate PERMIT, as determined at the sole discretion of the CITY.

**20. ATTORNEY'S FEES; COSTS.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law.

**21. NOTICE OF LIEN.** From the date rent is past due, the CITY shall have a possessory lien on all personal property stored within the SPACE, including but not limited to PERMITTEE's AIRCRAFT. Property stored in the SPACE may be sold to satisfy the lien if PERMITTEE is in default. In order to provide notice of sale to enforce the CITY's possessory lien, upon request, PERMITTEE agrees to and shall disclose any lienholders or secured parties who have an interest in property that is or will be stored in the SPACE.

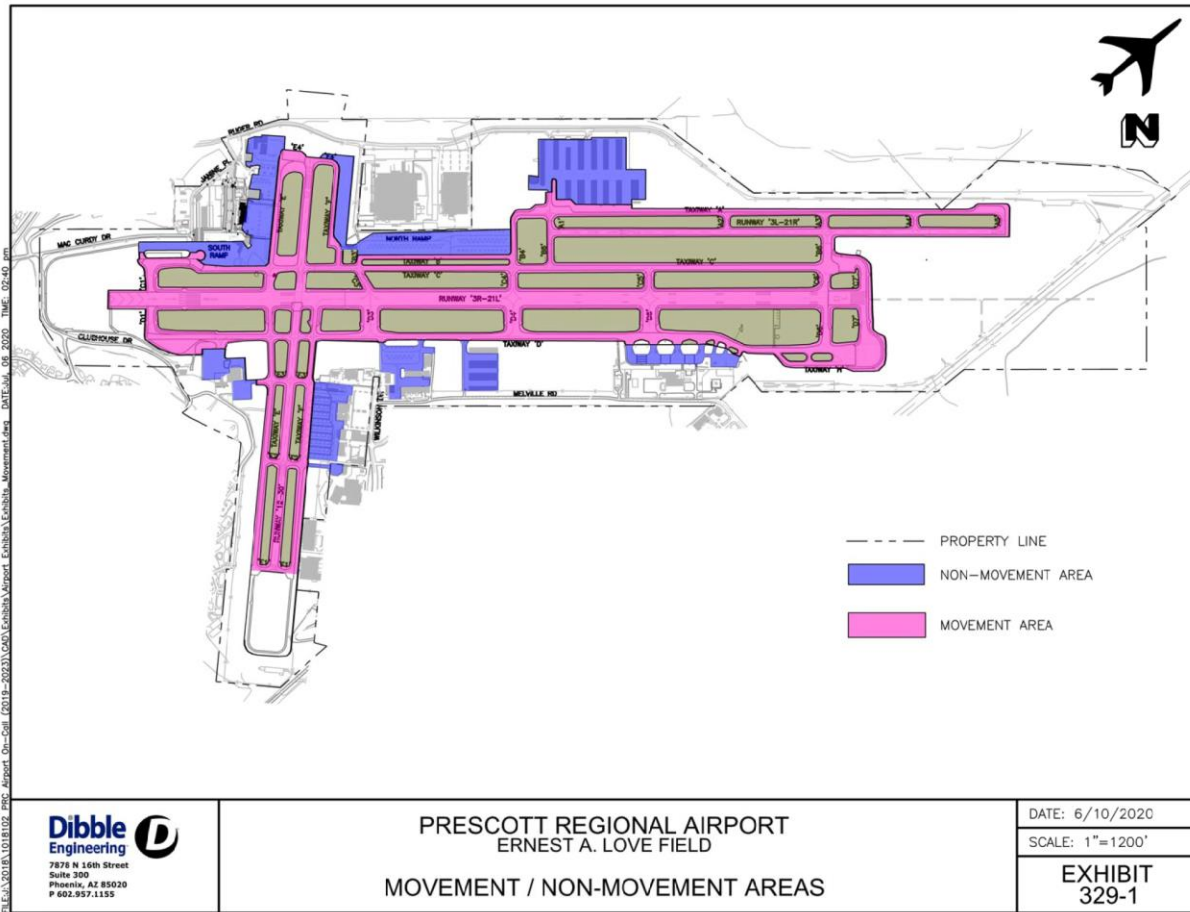
**22. NO WAIVER.** No waiver by a party of any provision of this PERMIT or of the regulations governing the use of the SPACE shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this PERMIT shall not prevent the exercise by that party of any other remedy provided in this PERMIT.

**23. ENTIRE PERMIT.** This PERMIT contains all the representations and the entire understanding and PERMIT between the parties pertaining to the use of the SPACE or any other matters connected therewith. All correspondence, memoranda, oral, or written PERMITS pertaining to this SPACE and the parties hereto, which originated before the date of this PERMIT, are null, void, and are replaced in total with this PERMIT. This PERMIT shall not be altered, amended, or modified except in writing signed by the CITY and PERMITTEE.

**24. LAWS/FORUM.** This PERMIT shall be governed by and interpreted according to the laws of the State of Arizona. This PERMIT is subject to cancellation under the terms of Arizona Revised Statutes Section 38- 511. No action shall be brought by any party hereto except in a court having jurisdiction in the State of Arizona and a venue in Yavapai County, Arizona.

PERMITTEE Initials \_\_\_\_\_

**EXHIBIT A**  
**Prescott Regional Airport Movement / Non-Movement Areas**



**Dibble Engineering**  
7878 N 16th Street  
Suite 300  
Phoenix, AZ 85020  
P 602.957.1155

**PRESCOTT REGIONAL AIRPORT**  
**ERNEST A. LOVE FIELD**  
**MOVEMENT / NON-MOVEMENT AREAS**

DATE: 6/10/2020

SCALE: 1"=1200'

**EXHIBIT**  
**329-1**

This map is subject to change. The most current map will be posted on flyprescott.com.

**AUTHORIZED USE ONLY**

**REQUIRED USER DOCUMENTATION CHECKLIST**

**Initials**

- \_\_\_\_\_ ICAO or FAA-registered AIRCRAFT or a completed FAA registration application Form 8050-1 for up to 120 calendar days
- \_\_\_\_\_ State Registration
- \_\_\_\_\_ Entity Articles of Organization/Incorporation, if applicable
- \_\_\_\_\_ Log Book Entry verifying Airworthy Condition, if applicable
- \_\_\_\_\_ Non-Movement Area Form for Any Authorized Users, if applicable

**BILLING**  
**(AT TIME OF ISSUANCE)**

- Account #: \_\_\_\_\_
- Monthly Permit Fee: \_\_\_\_\_
- Monthly Taxes: \_\_\_\_\_
- Monthly Total: \_\_\_\_\_

**REVENUE CODE**

Shade: 740-799-7403      Tie-down: 740-999-7401