

MONTHLY AIRCRAFT PARKING
RENTAL AGREEMENT

ADVISORY STATEMENT: Read the conditions of this agreement carefully before you sign. Your signature and the subsequent approval of the Deputy Director, Airports Division, will permit you to rent an aircraft parking space at Montgomery Field from the City of San Diego. Your use of an aircraft parking space is subject to the terms of this agreement and the provisions of Municipal Code Sections 68.0100 - 68.1054. The conditions of this agreement and the appropriate section(s) of the Municipal Code will be strictly enforced.

CONDITIONS

1. Term - Aircraft parking spaces are rented on a month-to-month basis. This rental agreement may be terminated by you or by the Deputy Director, Airports Division, or his designate, the Airport Operations Manager upon 30 days written notice. Upon the termination of this agreement you must restore your parking space to its original state and remove any hangar or other authorized improvements. That restoration is subject to the reasonable satisfaction of the Deputy Director, Airports Division, or his designate, the Airport Operations Manager and must be at no cost to the City of San Diego.
2. Assignment - Assignment and continued use of an aircraft parking space is contingent upon ownership of an aircraft.
3. Allocation of Spaces - Aircraft parking spaces will be assigned on a first-come first-served basis from the Airports Division waiting list. Preference as to a specific parking space will be considered but the final decision on a space is reserved by the Deputy Director, Airports Division or his designate, the Airports Operations Manager.
4. Rental Rates - The monthly rate for aircraft parking spaces will be in accordance with the Airport Division Fee Schedule. The Fee Schedule is reviewed annually and is subject to change after 30 days written notice to those affected by the change.
5. Deposit - A refundable deposit equal to two months rent must be maintained with the Airports Division during the term of this agreement.
6. Payment - Your monthly rental charge begins on the date you sign this agreement. Due and payable on that date, it will be prorated to cover your parking rent up to the date of the next monthly billing cycle. Subsequently, on the 1st of each month you will be billed for the next month's rental of your aircraft parking space. Rent payments are due within 30 days from the date of billing. Rents not paid within 30 days will be considered overdue.

Returned checks are subject to an additional \$10.00 fee.

7. Penalty - Rents not paid within 30 days will result in a second notice and a warning that your two months deposit will be forfeited if the bill is not paid promptly. Rents not paid within 60 days will result in forfeiture of your deposit and a warning that further legal action will be taken. Rents not paid within 70 days will result in at least one of the following actions: the filing of a claim in Small Claims Court; and/or the placing of a lien on your aircraft in accordance with Title 4, Chapter 5 of the California Code of Civil Procedure (1208.51 et seq); and/or the termination of this agreement; and/or you will no longer be permitted to park your aircraft at a City-operated aircraft parking facility.

8. Conditions of Use - Violations of these conditions may lead to termination of this rental agreement:

- a. Your aircraft and any hangar which you may be authorized to install must fit within the assigned parking space. Exceptions will be authorized provided infringement into an adjacent area does not diminish the usability of another aircraft parking space, constitute a safety hazard, intrude into entry ways or taxiway or otherwise block the public right of way.
- b. Parking spaces may not be utilized in any manner which, in the opinion of the Deputy Director, or his designate, the Airport Operations Manager creates a nuisance.
- c. You may not make any improvements, changes, or alterations to your parking space without the written authorization of the Deputy Director, Airports Division, or his designate, the Airport Operations Manager.
- d. No business/commercial activity of any type may be conducted on a City aircraft parking space.
- e. No utilities such as gas, electricity, water/sewer, telephone/telegraph may be installed without approval of the Deputy Director or his designated representative, The Airport Operations Manager.
- f. Routine aircraft maintenance performed on the City aircraft parking space will be limited to "Preventive Maintenance" performed by the owner of the aircraft assigned to the parking space as set forth in the Federal Aviation Administration Circular No. 43-12 and FAR Part 43, Appendix A, paragraph (c).
- g. The fueling of aircraft may be accomplished only by a Fixed Base Operator or other person or organization specifically authorized by the City of San Diego, and

only with properly grounded equipment. Fueling of an aircraft while in a hangar is prohibited.

- h. Only those renting aircraft parking spaces and their invited guests may enter aircraft parking spaces controlled by the Airports Division.
- i. Authorized parking of motor vehicles will only be permitted within the confines of allotted aircraft parking space. Violators will be towed at owners expense. Authorized motor vehicles will be permitted in aircraft parking areas for pick up/drop offs and/or during the time an owner is tending to his/her aircraft. Parking in aircraft taxi lanes is prohibited. All operators of motor vehicles shall yield to all moving aircraft.
- j. Only aircraft listed with the Airports Division may utilize an aircraft parking space.
- k. The installation/ replacement of aircraft tiedown chains is the responsibility of the Airports Division. Repair/ replacement of worn or damaged chain will be made at no expense to the renter of the space unless neglect is involved. In case of neglect a charge to cover replacement costs will be charged to the renter of the tiedown space.
- l. All aircraft not in hangars must be tied down when parked. Those permitted hangars must insure that aircraft are properly secured and that hangar doors are locked.
- m. You are responsible for keeping the space clear of any debris or obstructions.

9. Assignment - Parking spaces may not be assigned to a third party. You must advise Airports Division concerning the sale of your aircraft.

10. Liability - You are responsible for the security of your aircraft and the City of San Diego accepts no responsibility for damage to your aircraft or its contents. All risks in connection with your use of the parking space and any hangar which may be permitted are yours. All aircraft owners must maintain adequate liability insurance to cover possible damages to any property while using the airport.

11. Hold Harmless - You agree to indemnify and save the City of San Diego and its agents and employees harmless from any all liability, claims, damages, or injuries to any person, including injury to yourself, or any of your employees, representatives, agents, guests, licensees, invitee, patrons, or any other person whomsoever, and all expenses of investigating and defending against same:

a. Arising from or alleged to have arisen from or connected with the use of or operations on the rented aircraft parking space.

b. Caused or claimed to be caused by the independent acts of yourself, your agents or employees, or the concurrent acts of the City of San Diego, or their agents or employees.

12. Hangars - Will be permitted on rented aircraft parking spaces under certain conditions. Written authorization for a hangar may be included in this agreement if the following conditions are met:

- a. The hangar can be located on your parking space without infringing on an adjacent area, or a waiver of this condition is granted.
- b. The hangar is portable and can be installed without a building permit.
- c. Hangars must be installed in accordance with the manufacturer's specifications and in accordance with a plan approved by the Deputy Director, Airports Division, or his designate, the Airport Operations Manager.
- d. The initial appearance/condition of the hangar must be acceptable to Airports Division. Hangars, once installed, must be maintained in a useable condition and their appearance must remain acceptable to Airports Division.
- e. Hangars will be utilized only for the purpose of storage of aircraft.
- f. Hangars not meeting all of the conditions stated above will be evaluated on their individual merits.
- g. Posting of a bond or a cash deposit sufficient to insure removal of the hangar will be required upon termination of the aircraft parking space agreement.
- h. Hangars requiring the placement of concrete footings or foundation will not be permitted.

13. Right of Entry - The City of San Diego and its Airports Division reserves the right to enter your aircraft parking space and/or hangar for the purpose of viewing and ascertaining the condition of the premises or to protect its interests in the premises or to inspect any uses being made of the premises.

14. Description of Aircraft: Cessna 177RG, N1581H.

15. Description of Hangar: Port-A-Port

16. "I understand and agree to abide to the conditions of this agreement."

By: James H. Aldrich

James H. Aldrich
Signature

17. Parking Space Authorized: 5B/1Q

By: 

Airport Manager
Montgomery Field

December 13, 1995

18. Hangar Authorization:

By: 

Airport Manager
Montgomery Field

17 December 1995
Date