



Real Estate Assets Department
SDC003

BARLOW, WILLIAM

N508PA-498-A00

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



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 - 68.1053. 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, upon 30 days written notice. Upon the termination of this agreement you must restore your parking place 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, and must be at no cost to the City of San Diego.
2. 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 space assignment is reserved by the Deputy Director, Airports Division.
3. Rental Rates - The monthly rate for aircraft parking spaces will be in accordance with the Airport Division Fee Schedule (copy of current schedule attached). The Fee Schedule is reviewed annually and is subject to change. Changes to the Fee Schedule must be approved by the City Manager or City Council after 30 days written notice to those affected by the change.
4. Deposit - A refundable deposit equal to two months rent must be paid to the Airports Division at the time you sign this agreement.
5. Payment - Your monthly rental charge begins on the date you sign this agreement. Due and payable on that date will be a pro-rated amount to cover your parking rent between then and the next monthly billing cycle. Subsequently, on the 15th 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 fee.
6. Penalty - Rents not paid within 30 days will result in a second notice and a warning that your two months deposit will be forfeit 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 at Montgomery or Brown Fields.

7. Conditions of Use - Violations of these conditions may lead to a 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 only where any infringement into an adjacent area does not diminish the usability of another aircraft parking space, constitute a safety hazard, intrude into entry ways or taxiways 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, Airports Division, creates a nuisance and you are responsible for keeping the space clear of any refuse or obstructions.
- c. You may not make any improvements, changes or alterations to your parking space without the written authorization of the Deputy Director, Airports Division. Promptly report any damage to your space.
- d. No business/commercial activity of any type may be conducted in a City aircraft parking area.
- e. No utilities such as gas, electricity, water/sewer, telephone/telegraph may be installed.
- f. Routine aircraft maintenance and care are allowed, but no major maintenance such as engine overhaul/replacement will be permitted.
- 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 not permitted.
- h. Only those renting aircraft parking spaces and their invited guests may enter aircraft parking areas operated by the Airports Division.
- i. Motor vehicles will be permitted in aircraft parking areas only for pick up/drop offs and/or during the time an owner is tending to an aircraft. Do not park in aircraft taxiing lanes and all operators of motor vehicles shall yield to all moving aircraft. The operator of any motor vehicle passing any moving aircraft shall do so in a safe manner.

- j. Only aircraft listed with the Airports Division may utilize an aircraft space. However, those permitted the use of a hangar may park their motor vehicle within the hangar when the aircraft is absent.
 - k. The installation/replacement of aircraft tie down chains is the sole responsibility of the Airports Division. Repair/replacement of worn or damaged chain will be made at no cost to the parking space renter if no neglect is involved. If neglect is involved, a charge will be made for the parts and labor involved in the repair/replacement process.
 - 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.
8. Assignment - Parking spaces may not be assigned to a third party; that is, you may not rent your space to anyone else or knowingly allow anyone else to use your parking space without written authorization from the Deputy Director, Airports Division. If you sell your aircraft, the Airports Division will normally allow the new owner to take over your space if the new owner agrees to sign a rental agreement. If you do not advise the Airports Division, in writing, of aircraft ownership changes, you will continue to be liable for the monthly rental fee and your deposit may be forfeit.
9. Liability - You are responsible for the security of your aircraft and the City accepts no responsibility for damage to it or its contents. All risks in connection with your use of the parking space and any hangar which may be permitted are yours.
10. Hold Harmless - You agree to indemnify and save the City of San Diego and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to yourself, or any of your employees, representatives, agents, guests, licensees, invitees, 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 premises;
 - b. Caused or claimed to be caused by the independent acts of yourself, your agents or employees, or the concurrent acts of the City, or their agents or employees.
11. Hangars - Will be permitted on rented aircraft parking spaces under certain conditions. There is no extra rental fee, at this time, if a hangar is utilized. 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. That is, if the hangar is on a trailer, licensed by the State of California Department of Motor Vehicles, or the hangar can be installed without a building permit. If a

license is required, it must be kept current and the license plates must be posted on a conspicuous portion of the trailer.

- 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.
- d. The initial appearance/condition of the hangar must be acceptable to the Deputy Director, Airports Division. Hangars, once installed, must be maintained in a usable condition and their appearance must remain acceptable to the Deputy Director.
- e. Hangars will be utilized only for the purpose of storage of aircraft (see Paragraph 7.j. above).
- f. Hangars not meeting all of the conditions stated above will be evaluated on their individual merits. City Building Inspection Department and City Attorney approval will be required, as will the posting of a bond or cash deposit sufficient to insure removal of the hangar upon termination of the space rental agreement.

12. Right of Entry - The City of San Diego and its Airports Division reserves the right to enter your 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.

13. Description of Aircraft -

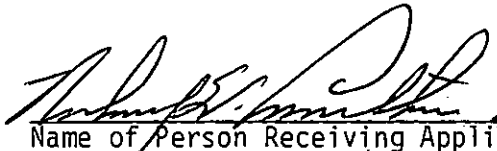
BEECH "SPORT" N-7938L

14. Description of Hangar -

William R Barlow
Name of Aircraft Owner
(Please Print)

WILLIAM R. BARLOW

William R Barlow April 1, 1981
Signature of Aircraft Owner Date



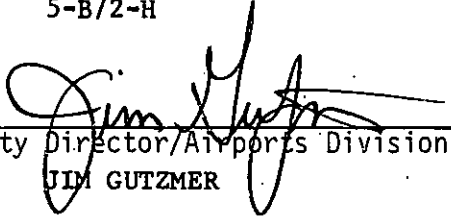
Name of Person Receiving Application

April 1, 1981
Date

RICHARD W. CARRITHERS, Airport Supervisor

Parking Space Authorized:

5-B/2-H



Deputy Director/Airports Division

JIM GUTZMER

April 1, 1981
Date

Hangar Authorized:

Deputy Director/Airports Division

Date

SCHEDULE OF FEES AND CHARGES

FOR CITY-OWNED AIRPORTS

The following is a schedule of fees and charges for City-owned airports:

A. Per Municipal Code Section 68.0119

1. Aircraft Landing Fees for all Commercial Flight Activities

<u>Approved Maximum Landing Weight</u>	<u>Rate Per Landing</u>
10,000 pounds or less	\$5.00
Over 10,000 pounds	\$0.50 per thousand pounds
Aerial Advertising	\$5.00 per operation

The term "approved maximum landing weight" for any aircraft as used herein, shall be the maximum landing weight approved by the Federal Aviation Administration for landing.

The term "per operation" as used herein, shall be interpreted as either a banner pick-up or banner drop.

2. Overnight Aircraft Parking Fees on City-Operated Transient Parking Areas

	<u>Overnight Fee</u>
Single Engine Aircraft	\$3.00
Multi-Engine Aircraft	\$4.00
Over 12,500 lbs.	\$6.00

3. Aircraft Parking Fee on City Operated Designated Monthly Tie Down Area

Single Engine Aircraft	\$35.00
Multi-Engine Aircraft	\$45.00

B. Per Municipal Code Section 22.0901

Airport Conference Rooms

1. Monday through Friday

Hourly rate	\$ 5.00
Day Rate - 7:00 a.m.-5:00 p.m.	
3 to 5 hours	\$15.00
5 to 10 hours	\$25.00

Evening Rate - 5:00 p.m. to 10:00 p.m. \$15.00 regardless of length
of use

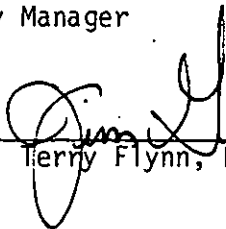
2. Saturdays, Sundays, Holidays A.M. or P.M.

Minimum rate - 1 - 5 hours	\$15.00
Full day - 5 to 10 hours	\$25.00

Any changes to the above schedule of fees and charges shall become effective
on the date signed.

RAY T. BLAIR, JR.
City Manager

By:

 ~~Deputy Director~~
Terry Flynn, Director/General Services

Date:

Oct 1, 1980