



# Aircraft Storage Agreement

where successful business takes off

Name (print)	
Mailing Address	
City/State/ Zip Code	
Phone Number(s)	
Email Address	
Aircraft Registration No.	
Aircraft Make/Model	
Name of Registered Owner	
Relationship to Permittee	

This Agreement is entered into by and between the Ak-Chin Indian Community, a federally recognized Indian tribe (“Community”), and the above named individual (“Permittee”). The Community hereby grants Permittee a limited license to use a tie-down space at the Airport in order to park the aircraft described above (“Aircraft”). In consideration for this Agreement and the licenses contained herein, Permittee agrees to the following:

1. The initial term of this Agreement shall be for a period not to exceed three (3) calendar months (“Initial Term”), which shall commence upon execution of this Agreement and shall expire on the last day of the calendar quarter after execution. Calendar quarters shall be as follows: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. After the Initial Term, this Agreement shall automatically renew on a quarterly calendar basis, commencing on the 1<sup>st</sup> day of each subsequent calendar quarter, until terminated pursuant to this Agreement.
2. Permittee agrees to pay rent quarterly in the amount of \$75.38, which may be prorated for the Initial Term as agreed by the parties prior to execution of this Agreement. After the Initial Term, rent is due on the first (1<sup>st</sup>) day of each new quarter. The rent will become delinquent on the tenth (10<sup>th</sup>) day of the first month of each quarter, upon which a 15% late fee will be applied. The rent provided for under this Agreement is subject to automatic annual adjustment, which shall occur on January 1 of each year that this Agreement is in effect. The Community shall notify the Permittee in advance in writing of any annual rent increase and, if Permittee objects to such increase, Permittee shall notify the Community of such objections in writing with ten (10) business days of Permittee’s receipt of such notice. Permittee will be deemed to have agreed to an annual rent increase if Permittee does not timely object to such increase as provided in this Section.
3. Permittee grants, and the Community shall have, a possessory lien on the Aircraft or any other Permittee property left on the Airport premises from the date the rent is unpaid and due for the payment of all past due rent and late charges and any other costs and expenses with enforcing the lien. The Community, in its sole discretion, may take action to enforce the possessory lien at any time after the Permittee becomes six (6) months in arrears on the rent and the Aircraft or other Permittee property may be sold or otherwise disposed of according to law in order to satisfy the lien. In order to provide notice of sale to enforce Community’s possessory lien, upon request, Permittee agrees to and shall disclose any lienholders or secured parties who have an interest in any property that is or will be stored in or upon the Airport premises.
4. Permittee agrees to use the space exclusively for parking the Aircraft described above or a vehicle in the absence of the Aircraft. Permittee will notify the Airport Manager of a change of aircraft.
5. Permittee is not allowed to sublease the space or transfer the permit to another person.
6. Permittee shall not make any permanent alterations to the Airport premises.



7. Permittee may perform maintenance activities for the Aircraft on the Airport premises provided that such activities comply with applicable laws, regulations and airport policies.
8. This Agreement is subject to, and Permittee agrees to comply with, all applicable laws, regulations, and policies; including, but not limited to, FAA regulations and Airport policies. Such laws, regulations, and policies may be changed without prior notice to Permittee.
9. Permittee accepts the Airport premises on an "AS IS" basis. The Community disclaims, and Permittee accepts such disclaimer of, any warranty, either express or implied, of the condition, use, or fitness respecting the Airport premises, including, but not limited to, tie-down rings, ropes or chains used to secure airplanes. Permittee assumes full responsibility to furnish any equipment necessary to properly secure and store any aircraft.
10. Permittee is solely responsible for providing insurance protecting the Aircraft or other personal property stored in or upon the Premises against fire, theft or damage. The Community shall have no obligation to provide insurance for Permittee's property or Aircraft.
11. A notice will be issued by first class, U.S. Mail for any breach alleged under this Agreement. If by the end of thirty (30) days a remedy is not provided by the Permittee, the Airport Manager may terminate this permit.
12. Permittee agrees to notify the Airport Manager in not less than 10 days in advance of vacating the tie-down space.
13. Either party may terminate this Agreement by giving the other party ten (10) business days' advance written notice.
14. Permittee releases the Community, its employees, officers, officials, and agents (collectively, "Releasees") from 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 injury or damage arising out of the gross negligence of the Releasees. All aircraft and other personal property stored by Permittee at the Airport are at the Permittee's sole risk. The Community assumes no liability for loss or injury to persons or property arising from use of any Airport facilities.
15. Permittee shall indemnify and save harmless the Community, its employees, officers, officials, and agents (collectively, the "Indemnitees"), from and against any and all losses, claims, demands, payments, actions, recoveries and judgments of every nature and description brought against any Indemnitee, including attorney's fees, by reason of any act, omission, negligence or claimed negligence of said Permittee, his agents or employees, arising from this permit.
16. All disputes arising under this Agreement shall be filed and heard in Ak-Chin Tribal Court, provided that nothing herein shall be deemed a waiver of the Community's sovereign immunity.

Permittee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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APPROVED AND ACCEPTED ON BEHALF OF THE COMMUNITY BY:

Assigned Tie Down #: \_\_\_\_\_

Airport Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Notes:

