

# **Tuolumne County Airports Policies and Procedures for Hangars, Tiedowns and Waiting Lists**

**December 15, 2015**

## **I. GENERAL**

### **A. Hangar and Tiedown Permit Eligibility**

Only individuals may become hangar/tiedown permittees. Existing permits held by an entity other than an individual(s) shall continue until terminated or until other changes in policies affecting permits held by entities other than individuals are adopted by the Board of Supervisors. Qualifying individuals must be a minimum of eighteen (18) years of age, have an aircraft registered to them, or plan to have an aircraft registered to them within sixty (60) days of a hangar offer, and must be able to obtain insurance on the aircraft to be stored at the airport as specified in Section 5 of this policy.

### **B. Qualifying for a Hangar or Tiedown**

Qualifying applicants will be notified by mail when their name reaches one of the top five (5) positions on the waiting list and a hangar is available. The applicant, after being notified of an offer of a hanger or tiedown is required to complete the following within sixty (60) days:

- Provide a copy of the Certificate of Insurance for the aircraft to be stored with amounts and coverages required by the County as described in Section V
- Provide a copy of the FAA registration and airworthiness certificate for the aircraft to be stored listing the applicant as the owner or co-owner of the aircraft or otherwise complying with the County's requirement for aircraft ownership documentation as described in Section III
- Complete the permit forms and present a valid driver's license or government photo identification indicating they are at least eighteen (18) years of age

Applicants who do not respond or who are unable to complete the required documentation within the sixty (60) day period will be removed from the list and their waiting list deposit forfeited. Applicants are encouraged to monitor their position on the list so as to be ready to provide the required documentation and accept the available space at the time it is offered. It is the applicant's responsibility to keep the County informed of up-to-date addresses and phone numbers where they may be reached at.

Applicants who are or have been in default on any permit or agreement with Tuolumne County regarding airport hangars or tiedowns, or in violation of any airport rule, regulation, or requirement herein will be disqualified and be ineligible for a hangar or tiedown. Their names will be removed from any existing hangar or tiedown waiting lists and their deposit forfeited. An applicant will be notified when this occurs.

### **C. Declining a Hangar or Tiedown**

An individual at the top of a list, who is offered a hangar or tiedown retains the first right of refusal while maintaining their position on the waiting list. Upon refusal the offer of a hangar or tiedown space will move on to each subsequent person on the list until an individual accepts. An individual at the top of the list, who is offered a hangar or tiedown space a second time may turn it down but will lose their position on the list and forfeit their deposit. The applicant may be placed back on the list at the bottom upon furnishing the airport with an additional deposit.

An applicant may turn down a hangar without forfeiture of their position on the list or their deposit only if the aircraft owned by the applicant cannot fit in to the offered hangar.

### **D. Eligibility for Hangar or Tiedown Waiting Lists**

All applicants must be at least eighteen (18) years of age, possess valid government issued identification, and pay the applicable deposit. Applicants are not required to own an aircraft at the time they apply to have their name placed on a waiting list.

### **E. Maximum Number of Times an Individual may be a Permittee or Appear on a Hangar or Tiedown Waiting List**

An individual may not appear more than once on any one waiting list.

### **F. Adding a Name to an Existing Hangar or Tiedown Permit (Partnership)**

An individual may partner with primary Permittee(s) (existing permittee(s) named on the Reserve Space Permit) and be added to an existing hangar or tiedown space permit provided the primary Permittee(s) provide written authorization to do so. However, the added individuals, while bound by all rules, policies, and ordinances pertaining to leasing a hangar or tiedown space with the county, will not be considered a primary Permittee to the hangar and will be conferred no rights or privileges under this policy for purposes of notice, appeal, agent designation, transfer of interest or succession of the space permit until they have both applied for and reached the top of the waiting list for that respective hangar. A designee is required to be identified as the primary contact for all primary permittee(s) in a partnership. This designation can be updated as the partners see fit.

In the event of a reserve space permit cancellation or termination at any point in time before an added individual becomes a primary Permittee, whether caused by the County or the original Permittee(s), all occupants must vacate the premises.

Applicants on the waiting list with the intent of becoming a primary Permittee in a partnership may be added to the existing permit upon reaching the top of the list without a hangar being offered. Once the applicant becomes a primary Permittee on an existing permit they will be removed from the waiting list and their waiting list deposit will be applied towards the account of the hangar permit they have been added to.

The applicant who has reached the top of the list and who otherwise would qualify for adding their name to an existing permit as a primary Permittee may alternatively choose to not add their name to an existing permit and wait for a space to be offered to them. Those applicants

who chose this option forfeit their right moving forward to add their name to an existing permit as a primary Permittee.

Only those individuals who have gone through the waiting list (if a list exists) and have reached the top of the list may add their name to an existing hangar or tiedown permit. Applicants must have written authorization from the existing hangar or tiedown Permittee(s) in order to add their name to an existing permit.

No more than five (5) individuals may be primary Permittees on a single hangar or tiedown permit. Existing permits with more than five (5) Permittees shall continue until terminated or until other changes in policies affecting the number primary Permittees allowed on a single permit are adopted by the Board of Supervisors. An individual wishing to add his or her name to an existing permit which would result in the total number of Permittees exceeding five (5), must first have existing primary Permittees drop off the permit so that the final number of Permittees does not exceed five (5).

All primary Permittee(s) are required to have their names added to the aircraft insurance as additionally insured with the exception described in Section III.

#### **G. Merging and Eliminating Lists**

If the County merges two or more existing waiting lists together into one list, placement of applicants on the new list shall be based on the applicant's original signup date from the existing list. The placement of applicants with the same original signup date will be determined by lottery. If an individual does not wish to be placed on a new waiting list they must notify the airport in writing.

If the County should eliminate a particular type of hangar or tiedown for which there is an active waiting list, and does not merge that list into another existing list, that list shall be eliminated and applicants on that list will not be able to transfer their position onto another existing list other than as a new applicant. The applicant's original waiting list deposit will be transferred to their new position on the list.

#### **H. Contact Information**

Individuals on the waiting list are responsible for keeping their mailing address and contact information current at all times. All correspondence concerning individual hangars and the hangar waiting list will be sent certified mail, return receipt requested. If a certified mail receipt is not returned within one (1) week, then notification will be sent via a maximum of three (3) telephone calls with voice mail if available, and electronic mail with receipt, if available.

If at any time a waiting list applicant fails to provide a response within forty-five (45) days to a communication from the County, that individual's name will be removed from the list and their waiting list deposit forfeited. Applicants updating their waiting list address and contact information shall do so in writing.

The primary Permittee for the hangar and tiedown account shall be the point of contact for all billing, notification and correspondence associated with their account. Change of address

requests shall be made in writing by the primary Permittee. When more than one primary Permittees are on a single hangar or tiedown permit, those Permittees shall designate an individual Permittee as the sole contact and responsible individual for their account. If a Permittee of a hangar or tiedown fails to respond to a written communication from the County within sixty (60) days of the date such County communication is mailed, that account and permit shall be terminated.

If someone is going to be away from the County for an extended period of time they should notify the County as soon as possible and in writing.

#### **I. Updating the Waiting Lists**

The County will periodically update the waiting lists to ensure the accuracy of the contact information and documentation for each applicant. All applicants on each waiting list will be notified and updated. Applicants who fail to respond or who do not provide the required documentation to the airport office within forty-five (45) days of the notice being sent will be removed from the applicable list; their waiting list deposit forfeited and shall have no right to be reinstated in the same position on the list. Notifications will be sent via certified mail and failure of the applicant to receive or respond to this notification shall not be considered justification for reinstatement.

#### **J. Posting the Lists**

The waiting lists will be posted in the airport terminal lobby and on the County Airport website.

#### **K. Hangar Relocation**

Hangar Permittees may voluntarily choose to exchange like spaces with another Permittee with the same category of hangar (i.e., exchanging one 82' Hangar for another 82' Hangar) provided both permittees agree to the exchange and have the prior written approval of the Airport Manager. Exchanges of hangars or other spaces from different categories (i.e. Old Hangars for New Hangars, etc.) are not permitted.

Hangar tenants wishing to relocate into a different hangar category must apply to the appropriate hangar waiting list for the hangar category they wish to obtain.

#### **L. Subletting**

Subletting of hangar and tiedown spaces, except as provided for below, is prohibited.

With the exception of all hangar types in the County, only the Box Hangars at Columbia Airport may be sublet. The primary permit holder must continue to store their aircraft in the hangar. Only the approved *Tuolumne County Airports Sublease* will be allowed to be used and the sublet must be approved by the Airport Manager prior to execution. In the event of a sublease termination the sub lessee must immediately vacate the premises and the Airport Manager must be notified. The primary permit holder may not assess a rate greater than the equal share of the number of lessee and sub lessees on the premises.

All subleases will terminate on the date that the primary lease is terminated.

### **M. Airport Fixed Based Operators and Concessionaires**

Fixed Base Operators (FBOs) and Concessionaires at Columbia and Pine Mountain Lake Airports shall be required to comply with the terms and conditions of their lease and concession agreements with the County as they relate to any hangar or tiedown assignments.

### **N. Cancellation**

Permittees of hangar and tiedown accounts shall provide the County written thirty (30) day notice of cancellation. Tenants are responsible for ensuring the space they are vacating is clean and free of all materials, equipment and debris.

Hangar and tiedown agreements shall be for a minimum period of ninety (90) days. Permittees wishing to cancel their agreement prior to the end of the initial ninety (90) day period are responsible for the applicable rental deposit through the end of the ninety (90) day period or thirty (30) day notice of cancellation, whichever is later.

### **O. Survivorship**

Other than permits having more than one Permittee, hangar and tiedown permits shall have no right of survivorship or succession. In the event Permittee is deceased or incapacitated, the Permittee's authorized personal representative, upon providing the County with satisfactory documentation of authority and keeping payment of fees current, may continue storage of aircraft under the permit for up to six (6) months so that arrangements may be made for the orderly disposition of stored aircraft.

### **P. Enforcement and Termination**

#### Termination and Revocation

##### *a. Notice of Violation and Opportunity to Correct (NOV/OTC)*

Proceedings may commence to enforce any hangar and tiedown permit as a result of non-compliance with any law, regulation, ordinance or any of the requirements herein. A *Notice of Violation and Opportunity to Correct* containing all conditions constituting non-compliance shall be mailed by certified mail, return receipt requested, or in compliance with Tuolumne County Ordinance Code Chapter 1.10, to Permittee. The NOV/OTC shall notify Permittee that failure to cure all listed violations within thirty (30) days of such notice may result in a *Notice and Order* revoking the permit, denying access to the hangar or tiedown ordering abatement of the non-compliance at the expense of the Permittee, or any other remedy allowed by law or equity.

##### *b. Notice and Order*

The County may send the Permittee a *Notice and Order* in the same manner as the NOV/OTC containing the following:

1. An order terminating the permit;

2. An order directing the Permittee(s) to vacate the hangar or tiedown by removal of all personal property therein and surrender possession to the County within fourteen (14) days of the date of the *Notice and Order*;
3. Notice that failure to vacate and surrender possession as ordered shall result in the denial of Permittee's access to the hangar or tiedown, including any stored personal property;
4. Notice that, in the event the hangar or tiedown is not surrendered and vacated as ordered, the County will abate any non-compliance listed in the NOV/OTC in any manner at the sole discretion of the County and at the Permittee's expense.

c. Preliminary Lien Notice

After abatement, the County may issue and send to Permittee in the same manner as an NOV/OTC a *Preliminary Lien Notice* for any nonpayment of fees and costs of abatement that contains the following:

- a) An itemized list of fees or abatement costs due and payable;
- b) An advisement that failure to pay the listed amounts within fourteen (14) days of the date of the *Preliminary Lien Notice* shall result in a lien as described below;
- c) The name, street address and telephone number of the County staff whom the Permittee may contact to respond to the notice.

For nonpayment of fees or reimbursement of abatement costs, a contractual lien is created similar to that described in California Business and Professions Code Section 21702 upon all aircraft and other personal property of Permittee stored upon or within any County facility. In the event Permittee fails to pay any fees or costs due County under this Permit, Permittee's property will be subject to a Claim of Lien and upon due notice may be sold at Lien Sale to satisfy the lien, if the fees, costs, storage and other charges due remain unpaid for ninety (90) consecutive calendar days, or may be removed to another storage site at Permittee's expense. The parties agree that County is given a lien, that County may sell such property at a duly constituted Lien Sale subject to the above-stated conditions, and that any property on which no bids are received may be disposed of as worthless.

The rights provided by this permit, which is also an agreement under the California Self-Storage Facility Act, shall be in addition to and shall not limit all other rights provided by law to a creditor.

Appeals

The Permittee may appeal any County decision made pursuant to these policies except for this provision "Enforcement and Termination," in which case only the Notice and Order may be appealed. All appeals must be in writing setting forth all grounds for appeal.

- a. Initial Appeal. A Permittee may initiate an appeal by written letter submitted to the County Administrator's Office within ten (10) days of the issuance of the Notice and Order or other appealable County decision. Any review by the County Administrator or his/her designee shall be limited to the grounds specified in the written appeal. The County Administrator shall schedule an informal hearing within thirty (30) days after submittal of the appeal and allow the Permittee an opportunity to address the issues on appeal. Formal rules of evidence shall not apply. The County Administrator shall issue a written decision within thirty (30) days after hearing, and mail it to Permittee by the same means as an NOV/OTC.

- b. Final Appeal. The decision of the County Administrator may be appealed to the Board of Supervisors by submitting to the Clerk of the Board, within ten (10) days after the date of the County Administrator's written decision, a letter setting forth any grounds for appeal before the County Administrator together with the applicable appeal fee. The decision of the Board of Supervisors shall be final.

**Q. Possessory Use Tax**

Any permittee renting a hangar or a tie-down agrees to pay or cause to be paid, prior to delinquency, any taxes, including possessory interest taxes and any assessments levied or assessed on any personal property situated in, or about the facilities subject to this Permit, or in, or about any building or improvements or premises associated therewith.

**R. Rent and Lease Payments**

All payments for leased premises must come from the person listed as the tenant on the Reserved Space Permit. Payments coming from persons other than the tenant will not be accepted.

**II. WAITING LISTS**

**A. Hangar Waiting Lists:**

**Rental rates are set each year by the county Board of Supervisors.**

**For all waiting list applicants;** Applicants will be issued a *Temporary Reserve Space Permit* and have sixty (60) days to acquire an aircraft and submit all required documentation at the time a Hangar or Tiedown is offered to them. Failure to acquire an aircraft and/or submit all of the required documentation at the end of the sixty (60) day period will result in revocation of the Temporary Reserve Space Permit. In this event, applicants will have their name removed from the hangar waiting list and their deposit forfeited. Payment of rent during the sixty day period will be required.

**1. Columbia Airport:**

**a) Hangar Rents**

Hangar rental rates are determined by Tuolumne County Ordinance Code, Title 3 Chapter 3.40 and may be adjusted by the Board of Supervisors as necessary.

**Box Hangar Waiting List**

Box Hangars are currently hangars A-E in Row I and are the largest hangars at Columbia Airport.

Position on the Box Hangar Waiting List is determined by the applicant's position from the July 2015 Box Hangar Waiting List, and from the sign-up date of subsequent qualifying applicants.

**b) New Hangar Waiting List**

The New Hangar waiting list is comprised of two sets of hangars. *New Hangars* and *82 Hangars*. New Hangars are currently hangars 26 – 41. 82 Hangars are currently hangars 42 through 68. New Hangars and 82 Hangars are smaller than hangars from the Box Hangar category. Due to age, New Hangars and 82 Hangars are priced differently.

Position on the updated New Hangar Waiting List is determined by the applicant's position from the November 2015 New Hangar Waiting List, and from the sign-up date of subsequent qualifying applicants.

**c) Old Hangar Waiting List**

Old hangars are currently hangars 1 through 25. Position on the Old Hangar Waiting List is determined by the applicant's position from the November 2015 Old Hangar Waiting List, and from the sign-up date of subsequent qualifying applicants.

**2. Pine Mountain Lake Airport:**

**a) Hangar Rents**

Hangar rental rates are determined by Tuolumne County Ordinance Code, Title 3 Chapter 3.40 and may be adjusted by the Board of Supervisors as necessary.

**Standard Hangar Waiting List**

Standard Hangars are currently hangars 1 through 5. Position on the Standard Hangar Waiting List is determined by the applicant's position from the July 2015 Standard Hangar Waiting List, and from the sign-up date of subsequent qualifying applicants.

**B. Tiedown Waiting Lists**

There are currently no active tiedown waiting lists. The County will create a waiting list for a particular type of tiedown if the demand for that type of County owned tiedown (i.e. regular, taxi-in, large aircraft, etc.) exceeds the supply of said tiedowns. An applicant's position on a tiedown list will be determined by the signup date.

**C. Deposits Required for Waiting Lists**

A deposit will be charged and collected at the time an applicant applies or reapplies to have his/her name placed on a hangar or tiedown waiting list. Deposits associated with hangar and tiedown waiting lists may be established and set in the future by the Tuolumne County Board of Supervisors. A deposit may be refundable if the applicant voluntarily removes their name

from the list. Any request to remove an applicant's name from a list for a refund of the deposit must be addressed the Airport Manager in writing. Voluntary requests to be removed from any list by the applicant will not be received after an applicant has been removed from the list by the airport as described in sections I-B, C, and II-A or if a hangar/tiedown has already been offered. Deposits for hangars and tie-downs shall be in the amount of \$300.00. An applicant may be on more than one list.

### **III. AIRCRAFT OWNERSHIP DOCUMENTATION REQUIREMENTS FOR THE STORAGE OF AIRCRAFT WHERE THE PERMITTEE IS NOT LISTED ON THE FAA REGISTRATION**

#### **A. Aircraft Registered to LLCs, Corporations, Partnerships or other Entities**

Aircraft registered with the FAA to an entity such as a limited liability company (LLC), corporation or partnership may be stored in a hangar or tiedown provided the following additional conditions are met:

1. The Permittee must submit a copy of the entity's articles of organization, articles of incorporation, operating agreement or other legal agreement by which the parties are organized.
2. *Hangar* Permittees shall also submit a completed "Affidavit of Compliance with Tuolumne County's Aircraft Ownership Requirements" form provided by the County affirming:
  - that the aircraft to be hangared is owned by the entity
  - that the Permittee owns an equal pro rata share (minimum 20%) or greater interest in the entity
  - that the entity's submitted agreement is current and accurate and that no other agreements exist other than those submitted to the County
3. *Hangar* Permittees shall submit their agreement and affidavit to the County upon initial hangar rental and yearly thereafter.
4. The permittee shall notify the County of any change in the entity's structure or ownership within thirty (30) days of the change and provide the County with an updated copy of the agreement and affidavit as required.

#### **B. Insurance Requirements for Aircraft where the Permittee is Not Listed on the FAA Registration**

A Permittee, who has an aircraft stored in a hangar or tiedown and registered to an entity other than an individual, may elect to list the partnership or corporate entity as the Named Insured on the aircraft's Certificate of Insurance. All other insurance requirements listed in Section V, shall apply.

### **IV. HANGAR STORAGE OF AIRWORTHY, NON-AIRWORTHY AIRCRAFT AND AIRCRAFT UNDER CONSTRUCTION**

## **A. Hangar Storage of Airworthy Aircraft**

Hangars shall be rented to owners of airworthy aircraft at the rate set by the Board of Supervisors through Tuolumne County Ordinance Code, Title 3, Chapter 3.40, as that rate may be adjusted from time to time. An aircraft is deemed to be airworthy at the time of initial hangar rental and during inspections thereafter, where the Permittee provides documentation of airworthiness. Documentation accepted shall be possession of a current airworthiness certificate, current FAA registration, and current Liability Insurance. An aircraft must meet the criteria of this section and be “ready to fly” to be considered airworthy. Any aircraft found to be in violation of this section must adhere to procedures outlined in Section IV, B.

## **B. Hangar Storage of Non-Airworthy Aircraft**

An aircraft that does not meet the criteria for any reason for airworthiness and/or cannot maintain Liability Insurance coverage’s as described in Section V, A, shall be considered non-airworthy with the exception as noted in Section IV, A. At such time an aircraft is considered non-airworthy, the primary Permittee must provide to the Airport Manager a practical timeline, not to exceed twelve (12) months, to bring the aircraft to an airworthy state as described in Section IV, A. If the primary Permittee(s) for any reason other than reasons outside of the primary Permittee(s) control cannot meet the timeline provided, the monthly hangar rate shall be adjusted to the non-aeronautical use rate which is determined by Tuolumne County Ordinance Code, Title 3, Chapter 3.40. No reduction in rent shall be considered by the Airport Manager until such time as the hangar Permittee provides the required documentation and the Airport Manager determines that the aircraft is airworthy. Acceptable documentation showing is described in Section IV, A. No rebate or reduction in rent will be given for fractions of months or for those months when the documentation was not provided. If a waiting list is active for the hangar storing the aircraft in question and the aircraft cannot meet the deadlines submitted or granted in this section or Section IV, D 1 and 2, the aircraft shall be removed from the airport and the reserve space permit cancelled. No rebates or reductions in rent will be provided as described in this section.

## **C. Aircraft Under Construction**

Generally, aircraft under construction are considered a non-aeronautical use leading to an aeronautical use. The *final assembly* of an aircraft will be considered by the airport as an aeronautical use. Only the final assembly of an aircraft under construction will be allowed in a county owned hangar. The final assembly of aircraft shall not involve the use of open flame. Primary Permittee(s) wishing to use a hangar for the final assembly of an aircraft must submit to the Airport Manager a timeline not to exceed twelve (12) months for completion. If the assembly, for reasons beyond the aircraft owner’s control, extends beyond twelve (12) months, the use of the hangar will be considered a non-aeronautical use and be charged the non-aeronautical use rate as determined by the Tuolumne County Ordinance Code, Title 3, Chapter 3.40. Upon the completion of the final assembly, successful issuance of an airworthiness certificate by the FAA, current FAA registration, and possession of current liability insurance will cause the rental rate to lower to the current hangar rental rate. If a waiting list is active for the hangar storing the aircraft in question and the aircraft cannot meet the deadlines submitted or granted in this section or Section IV, D 1 and 2, the aircraft shall be removed from the airport and the reserve space

permit cancelled. No rebates or reductions in rent will be provided as described in Section IV, B.

#### **D. Extensions of Airworthy Aircraft Hangar Rates for Non-Airworthy Aircraft and Aircraft Under Construction**

##### **1. Request for Six (6) Month Extension of Airworthy Aircraft Rate**

Hangar Permittees who are actively working towards bringing their aircraft into an airworthy condition or constructing an aircraft can request a one-time extension of the regular airworthy aircraft hangar rate for up to six (6) months by submitting a completed "*Request for One Time Extension of Airworthy Aircraft Hangar Rate*" form to the Airport Manager. This request will be granted provided the hangar Permittee shows documentation that they are making significant progress in bringing their non-airworthy aircraft into an airworthy condition. This request may only be granted once in a twelve (12) month period.

##### **2. Request for Special Extension of Airworthy Aircraft Rate**

Hangar Permittees may also request a special extension of the regular airworthy aircraft hangar rate by submitting a completed "*Special Request for Extension of Airworthy Aircraft Hangar Rate for Non-Airworthy Aircraft*" form to the Airport Manager. An extension will be granted only in cases where the hangar Permittee can document that he/she has made every effort to attain airworthiness, and at no fault of their own, is delayed due to circumstances outside of their control such as an FAA Airworthiness Directive, backorder of parts, delay of annual, etc.

#### **V. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

##### **A. Aircraft Insurance Requirements**

Permittees are required to provide a copy of the Certificate of Insurance for their aircraft with the following amounts and coverages required by the County or as may be amended in the future by the County Risk Manager: Insurance must be maintained without any lapse in coverage during the life of the permit. Insurance must include:

- Aircraft liability coverage in the minimum amount of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage with a minimum sub-limit of \$100,000 each person
- List the Permittee as *Named Insured*
- List the "County, its elected or appointed officials, employees, agents and volunteers" as Additional Insureds with a waiver of subrogation against the same
- Include a thirty (30) day advance notice of cancellation or change in insurance coverage

## **B. Insurance Requirements for Sublets**

Aircraft in sublets in accordance with Section I, M, are not required to list the primary Permittee as Named Insured. All other insurance requirements listed above in Section V, A, shall apply.

## **C. Insurance Requirements for Aircraft Where the Permittee is Not Listed on the FAA Registration**

A Permittee with an aircraft stored in a hangar or tiedown and registered to an entity other than an individual in accordance with Section III, may elect to list the partnership or corporate entity as the Named Insured on the aircraft's Certificate of Insurance. All other insurance requirements listed above in Section V, A, shall apply.

## **D. INDEMNIFICATION**

Permittee shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the storage of aircraft provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Permittee, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's deposits, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Permittee. Permittee's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Permittee shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of the Reserve Space Permit.

## **VI. GENERAL RULES AND POLICIES PERTAINING TO HANGAR AND TIEDOWN USE**

Use of storage spaces shall be in accordance with the following additional terms and conditions:

1. Permittee shall obey all rules, regulations, laws, ordinances and directives of any legally constituted authority now in force or hereafter promulgated with respect to the use of the Columbia and Pine Mountain Lake Airports.
2. Permittee, with FAA certified aircraft or experimental aircraft, agrees to limit aircraft repair and maintenance performed by Permittee in the storage area to that which does not violate fire regulations, cause structural damage to airport property, including surfaces, or detract from clean and orderly appearance of airport or storage area; and to limit such

repair and maintenance to that which Permittee is authorized by FAA regulations; and further Permittee agrees that any other aircraft repair, maintenance, installation, or other aeronautical activity service performed on the aircraft at a County Airport shall not be done by a person engaging in such work as a business activity unless such person holds a valid concession agreement with County authorizing performance of same.

3. This Permit is solely intended to allow Permittee the temporary, limited and non-exclusive access to and use of County facilities upon or within which to place or store aircraft, or in the case of a hangar, personal property associated with the aircraft identified on the permit.

a) Permittee further agrees that premises will not be used for operation of any business or for human or animal occupancy, nor shall non-aircraft vehicles be parked on the taxilane/way areas (i.e., those areas between and at the end of each row of hangars) except for limited periods while loading or unloading aircraft-related items. Trash or other materials shall not be allowed outside the premises used. Permittee agrees he/she will not use the premises for any unlawful purpose.

4. Title 18 of the Tuolumne County Ordinance Code in its entirety is incorporated by reference in this policy. Copies of Title 18 TCOC will be offered upon execution of a reserve space permit and upon request.

5. The Airports Manager or his designated representative may perform an annual inspection of hangars upon 24 hours notice to ensure compliance with this permit or any laws, regulation or ordinances. The County Fire Marshal may enter a hangar for any other cause and at any time without notice.

6. Permittee further agrees not to modify structure or wiring, nor paint, remove, deface, bend, drill, cut, or otherwise alter any portion of the premises without prior written permission of the Airports Manager.

7. Permittee shall be permitted to store one (1) vehicle in their hangar or tie-down. The stored vehicle must be operable and permittee must provide proof of current registration and insurance.