



**CITY OF OAKDALE MUNICIPAL AIRPORT  
DAN DONNELLY FIELD  
LEASE AGREEMENT FOR  
TIE DOWNS, PORTABLE HANGARS, AND CITY OWNED HANGARS**

**SECTION 1.**

Permittee(s)	Effective Date	Tie Down / Hangar #
Mailing Address, City, Zip Code		Phone
Alternate Address, City, Zip Code		Alternate Phone
Email Address	Federal Tax ID #/SSN	
Aircraft Type / Year	Registration #	Gross Weight
		Monthly Fee

Choose one:  Tie Down  Private Hangar  City Owned Hangar

**SECTION 2.**

The City of Oakdale (“City”) and \_\_\_\_\_  
 (“Permittee”) agree as follows:

- a. Subject to the terms hereof, the City shall permit Permittee to store an aircraft at Hangar or Tie Down No. \_\_\_\_\_ (hereinafter called the “Hangar”) at the Oakdale Municipal Airport (“Airport”). Except as provided in Section 5 and elsewhere herein, the term of this agreement and the fees due hereunder shall continue until such time as one party gives the other party written Notice of Termination, as herein provided. Either party may, upon written notice to the other, delivered at least thirty (30) days before the end of a calendar month, terminate this agreement without cause at the end of such calendar month. If Permittee is in default of his obligations hereunder, City or its Airport Manager, or his designee, may, in addition to all other rights, give written notice terminating this agreement at any time, such termination to be effective thirty (30) days from the date of such notice. All notices hereunder to the City shall be addressed and mailed to the City as follows:

City of Oakdale  
Department of Public Works  
455 South Fifth Avenue  
Oakdale, CA 95361

All notices to the Permittee shall be in writing, and shall be mailed to the Permittee at the billing address indicated in Section 1 above. If any such notice to the Permittee shall be returned by the United States Post Office Department, notice shall be given by posting the same on the hangar door.

- b. Permittees constructing hangars on City property shall complete construction of any such hangar within 120 days from the receipt of a Notice to Proceed by the City of Oakdale. Permittees shall obtain all necessary permits and licenses prior to construction and the hangar design shall be reviewed by the Airport Commission and the Department of Public Works for compliance with the Airport Master Plan and design approval. The Airport Manager may grant additional time necessary to complete construction of the hangar.
- c. Permittee shall require that all persons or corporations using this hangar, whether by sublet, sublease, or without contract, comply with this lease and all its requirements.

**SECTION 3.**

- a. All Permittees shall:
  - i. Pay to “City of Oakdale” through its Finance Department as a fee for the permission to use the airport property upon which the tie down or hangar is located, the sum listed in Section 1. The “Permit Fee” is that fee established in this permit and is subject to the schedule of rates and charges for the Airport or any subsequent changes in the schedule of rates and charges for the Airport; if such schedule is amended, Permittee agrees to pay any applicable fee required by the amended schedule. Fee shall be paid in advance, with or without notice or invoice from the City; payment shall be delinquent and Permittee shall be in default if monthly fee is not received by the City at the Above indicated address by the 15<sup>th</sup> day of each such month and a 5% penalty shall be imposed.
  - ii. Keep on file with the Public Works Department of the City a current copy of the aircraft(s) registration certificate, a photograph of the aircraft(s), and copies of all sublet or sublease agreements. A 10% penalty on monthly permit fee shall be imposed for each month that a current certificate is not on file with City.
  - iii. Indemnify the “City of Oakdale, the Airport Manager, its officers and employees” against and hold said parties harmless from any and all claims, demands, or liability which may be made or may arise as a consequence of

Permittee's presence upon the Airport or of the acts or omissions of the Permittee, including but not limited to the provisions of Section 5 of this permit. Permittee shall further keep in current effect, aircraft liability insurance in an amount of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage, limited to \$100,000 per person; and Aircraft Hangar and contents liability coverage in the amount of \$50,000 (if lease is for a hangar). If the aircraft is non-operable, then liability insurance shall be provided prior to first flight, the hangar and contents liability coverage is required at all times. A waiver from the contents liability coverage may be granted by the Airport Manager if the hangar is completely empty and nothing is contained within. A certificate of insurance shall be filed with the City's Public Works Department.

- iv. Be solely responsible for securing the aircraft at all times.
  - v. The permittee, with his own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. Permittee will dispose of used oil only in approved receptacles designated by the city. All hazardous materials, except as required in Section 3.c.ii, will be removed after each work session. All aircraft must be airworthy within six (6) months of commencing repairs unless granted an extension by the Airport Manager for good cause. Construction or fabrication of aircraft will be subject to the same requirements as maintenance on the aircraft.
  - vi. Notify the City of any changes to the information listed in Section 1.
  - vii. Obtain all necessary permits or licenses for any modifications of or construction on airport property or hangars.
- b. Tie Down Permittee shall comply with all items listed in Section 3.a., in addition to the following:
- i. Only store the aircraft, a small ladder, and a storage box (12"h x 15"w x 36"L) at the tie down. The permittee is allowed to store their automobile in the tie down when aircraft is being flown.
- c. Portable Hangar Permittee shall comply with all items listed in Section 3.a., in addition to the following:
- i. Use the hangar only to house the aircraft named in Section 1, necessary aircraft ground handling equipment associated with said aircraft, automobile of Permittee while aircraft is being flown, and any non-flammable maintenance supplies and equipment necessary to this particular aircraft.

- ii. Store no more than 2 gallons of gasoline in an approved container (other than in aircraft), engine drain oil, oil not in sealed containers, explosives, or flammables in Hangar.
  - iii. Not conduct any commercial or revenue producing activity in or from the hangar. An exception will be made for occasional student or recurrent training.
  - iv. Keep the hangar clean and free of debris, and not place any debris on the Airport other than in designated receptacles.
  - v. Lock the hangar or permit the same to be locked only with that lock supplied, as hereinafter provided, by City or its Airport manager or his designee. If the supplied lock cannot secure the hangar, the Permittee shall devise a method to lock the hangar and install a Knox box (or acceptable alternative) with a key.
  - vi. Pay prior to delinquency any taxes (including possessory interest taxes) and assessments levied or assessed on the Hangar, or Permittee's possessory interest therein, and on any personal property of Permittee situated in, on or about the Hangar.
- d. City Owned Hangar Permittee shall comply with all items listed in Section 3.a. and 3.c., in addition to the following:
- i. Report to the Airport Manager any defects in the hangar, which the permittee feels requires maintenance.
  - ii. Make no structural changes in the hangar.
  - iii. Deposit with the City a \$250 cleaning and damage deposit, refundable after the City inspects the hangar.
  - iv. Not transfer or assign any interest of Permittee hereunder (permit is not assignable), or sublet, license, permit, or allow any other person or persons to occupy or use any portion of the hangar.

**SECTION 4.**

City, its Airport Manager, or his designees shall:

- a. Maintain taxiways, tie downs, and the area beneath the hangars and keep the City Owned Hangars in good repair.
- b. Provide access to the hangar and to the public taxiways, ramps, and runways at the Airport.

- c. Periodically inspect the hangar.
- d. Not be liable to Permittee or anyone else for any injury to persons and any loss or theft of any damage whatsoever to property however occasioned, including but not limited to provisions of Section 5 of this permit.
- e. Furnish a padlock and key to Permittee
- f. Have the right to enter the hangar at any time without notifying or obtaining the permission of Permittee for the purposes of assuring compliance by Permittee with the conditions of this permit. The City owned hangar may also be entered at any time for the purpose of inspecting the physical condition of the hangar.
- g. The City will make effort to notify permittee (using contact information from Section 1) prior to entering hangar, if there is no response from the permittee within three weekdays then approval to enter will be assumed.

#### **SECTION 5.**

If the Permittee is found to be in default of any provisions of this permit by the City or its Airport Manager, the City or its Airport Manager may lock the Hangar with its own and different lock or secure the tie down until any sum(s) due and payable by Permittee is paid, and/or terminate the permit according to provisions of Section 2. If the permit is terminated, City may request the Permittee to remove all property, which may be stored in the Hangar or tie down and/or enter the Hangar and remove there from all aircraft and other property, which may be therein.

#### **SECTION 6.**

Permittee agrees that he has exclusive control over said aircraft and all property of Permittee lawfully kept in said Hangar or tie down; that the City is not a depository or bailee of said aircraft or property and that neither Permittee's use of said Hangar space, tie down, or other airport facilities, nor anything done by the City, its agents or employees in connection with said aircraft or property shall constitute City a depository or bailee of said aircraft property; that the City assumes no responsibility for the care, custody, or control of protection of said aircraft or property and shall not be liable for any loss or damage to said aircraft or property or from any personal injuries that may be sustained by the Permittee or any other person that may occur or loss or damage to said aircraft or property.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I have read and do understand the foregoing, and agree to be bound thereby. I will notify the Airport manager or his designee or any changes in my address, equity in the aircraft named above, aircraft ownership, and intended use of the hangar.

PERMITEE

CITY OF OAKDALE  
By Oakdale Municipal Airport

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
BY: Print Name:  
Title: