

Indian Wells Valley Airport District

HANGAR RULES AND REGULATIONS

I. APPLICABILITY

The Hangar Rules and Regulations apply to Hangars owned and managed by Indian Wells Valley Airport District (“District”). The term “Hangar” as used herein refers to the Hangar defined in Section 1 of the Hangar License.

II. HANGAR LICENSE

The District’s Airport Manager issues hangar licenses. A Hangar License will be issued only to a Qualified Aircraft Owner as specified in Section II.A. The Hangar License is a month-to-month agreement that allows storage of a Permitted Aircraft that is identified in Section 1 of the Hangar License. A Hangar License is not a lease, and state law provisions applicable to leases or landlord/tenant relationships do not apply to the Hangar License. These Hangar Rules and Regulations are incorporated into and made a part of the Hangar License.

A. Qualified Aircraft Owner

A Hangar License may be issued only to a Qualified Aircraft Owner. A Qualified Aircraft Owner is a person or entity with an ownership or lease interest in the aircraft that is intended to be the Permitted Aircraft. As determined in the discretion of the Airport Manager.

Failure to submit satisfactory documentation to demonstrate Qualified Aircraft Owners status as defined herein may, in the sole discretion of the Airport Manager, result in either non-issuance of the License or termination of an existing Hangar License upon written notice.

B. Identification of Licensee

If a prospective licensee is other than a natural person, prior to execution of a License, the prospective licensee must provide the Airport Manager with evidence the entity is in good standing with the State of California.

In the event a change to Licensee’s structure occurs during the term of a Hangar License, no later than thirty (30) days after such change, Licensee shall notify in writing the Airport Manager of said change.

C. Permitted Aircraft

The aircraft designated as the permitted aircraft (“Permitted Aircraft”) is/are the only aircraft that may be stored in the Hangar; provided, transient aircraft may be occasionally stored in the Hangar upon notification of the Airport Manager not to exceed two weeks.

III. HANGAR REASSIGNMENT

A Hangar Licensee may be reassigned to a different hangar by the Airport Manager in his or her sole discretion upon 30-days’ written notice.

IV. HANGAR USE AND MAINTENANCE

A. Hangar Use

The Hangar may be used only for the storage of Permitted Aircraft, allowable support equipment and preventive maintenance. The following are examples of allowable support equipment: tool box, small power tools, tow bar, battery trickle charger, vacuum cleaner and small air compressor and common support tools used for aircraft maintenance for use by the Licensee or Licensee’s invitee. Other equipment not included in this list must be approved by the Airport Manager in writing prior to storage in the Hangar by the Licensee.

Licensee’s Hangar may contain one refrigerator, not to exceed 6 cubic feet in size.

B. Pilot Lounge Use

Licensee may use the Pilot Lounge during the term of the Hangar License.

C. Fire Safety Requirements

Licensee shall, at all times, comply with applicable provisions of the California Uniform Fire Code (CUFA) and applicable standards of the National Fire Protection Association (NFPA), including, but not limited to, the following:

1. Equip and maintain Hangars with metal drip pans under the engines of all aircraft stored or parked in the Hangar.

2. Combustible materials stored in the Hangar must be stored in approved containers only.

3. Equip and maintain Hangars with metal, metal-lined or other approved waste containers equipped with tight-fitting covers for oily rags and similar materials.

4. District shall equip and maintain Hangars with a portable fire extinguisher having a minimum rating of 2A10BC. Fire extinguishers must be mounted in a visible and accessible location in the Hangar. Licensee is required to notify the Manager if fire extinguisher was used or needs maintenance.

5. Store a maximum combined total of ten (10) gallons of flammable and / or combustible liquid, not including fuel and oil stored in the Permitted Aircraft's fuel tank and engine in the Hangar.

6. All extension cords used in the Hangar must be UL listed or equivalent.

D. Spill Prevention

1. Licensees shall immediately clean-up spills inside and around the Hangar. Each Hangar shall be equipped with a spill clean-up kit consisting of:

20 lbs. absorbent material - e.g. floor dry;
Natural fiber broom and non-metallic dust pan; and
Waste container (described above in C.3).

2. Licensee must immediately call 911 for hazardous material spills that:
Are continuous in nature;
Cover an area in excess of 50 square feet;
Are over 10 feet in any dimension; or
Pose a hazard to persons or property

3. All absorbent materials used to clean-up Hazardous Material (defined in Section IV A herein) spill, including fuel and oil, must be stored, transported and disposed of as Hazardous Material waste by Licensee at Licensee's sole cost.

E. Alterations, Improvements and Maintenance of Hangars

1. **Alterations and Improvements to Hangars:** Licensee shall make no alterations, additions or improvements to the Hangar without the prior written consent of the Airport Manager. All alterations, additions and improvements made to the Hangars without the required consent of the Airport Manager shall be immediately removed at the sole cost of the Licensee.

Upon the expiration or termination of the Hangar License, Airport Manager, in his or her sole discretion, shall determine whether the permitted alterations, additions or improvements made to the Hangar shall be removed. In instances where removal is not required by the Airport Manager, the Licensee may either surrender ownership and leave the alteration, addition or improvement or remove the alteration.

Licensee shall repair any damage to the Hangar, at Licensee's sole cost and expense, caused by Licensee's installation, maintenance or removal of any alterations, additions or improvements on the Hangar.

Any appliance approved for use under this Hangar License that requires continuous current

must be plugged directly into a grounded outlet. If no such outlet is within reach of the appliance, Licensee shall request permission from the Airport Manager to install permanent conduit and a new grounded outlet. Such installation shall be done by a licensed electrical contractor at Licensee's sole cost and expense.

2. Maintenance of Hangar: District will maintain hangars, except as provided in this policy and license agreement. Licensee shall notify District of any defective conditions in hangar. Licensee shall at all times keep the Hangar free and clear of all litter, garbage, debris and refuse and in an orderly condition. Licensee shall maintain electrical loads within the designed capacity of the electrical system. Any increase in the electrical load that will exceed the system's capacity shall require the prior written consent of the Airport Manager.

3. Surrender of Hangar: Licensee shall surrender the Hangar with all parts and surfaces broom cleaned and free of debris and in good operating order, condition and repair; ordinary wear and tear shall not include any damage or deterioration that could have been prevented by good maintenance practice.

V. PROHIBITED HANGAR STORAGE AND USES

A. Storage of the following items and materials in the Hangar are prohibited:

1. Storage of aircraft other than the Permitted Aircraft. Except as allowed in II-C.

2. Storage of Hazardous Materials, except those specifically permitted by these Rules and Regulations. "Hazardous Materials" means any chemical, substance, object, condition, material, waste, or controlled substance which is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosiveness, explosivity, flammability, reactivity, toxicity, infectiousness, or other harmful or potentially harmful properties or effects, which is regulated in any manner by any federal, state, or local government agency or entity, or under any federal, state, or local law, regulation, ordinance, rule, policy or procedure due to such properties or effects.

B. The following activities are prohibited in and around the Hangar:

1. Rent, sub-license, sublet, transfer or assignment of the Hangar or any portion thereof.

2. Aircraft engine operation inside the Hangar.

3. Hazardous activities including, but not limited to, welding, painting, or the application of Hazardous Materials, unless approved by airport manager.

4. Aircraft and equipment washing in or around the Hangar. (Licensee shall utilize public aircraft wash rack facilities.)
5. Human occupancy, including, but not limited to, sleeping, in the Hangar.
6. Open flames or other sources of ignition, including but not limited to smoking, inside the Hangar or other restricted areas of the Airport.
7. Display of any exterior signs or advertising material.
8. Plug strips may not be plugged into each other, and only one plug strip is allowed per electrical outlet.
9. Impede parking, ingress or egress for aircraft, vehicles, or pedestrians using the Airport or other Hangars.
10. Modify existing Hangar wiring or install additional outlets or fixtures, except as expressly permitted herein.
11. Paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Hangar, including roof, doors, walls, ceiling and floor.
12. Attach hoist or hold mechanism (i.e. chain fall, winch, block, tackle or any other hoisting device) to any part of the Hangar or passing any such mechanism over the struts or braces therein.

VI. VEHICLE PARKING

A. Vehicle Parking

1. Licensee, or its invitees, may park vehicles in the designated Hangar when the Permitted Aircraft is in use. Licensee is responsible for compliance with all Airport rules and regulations by all of its invitees. If Licensee commits, permits or allows any violation of these rules, either by itself or any of its invitees, District shall have the right, without notice, and in addition to such other rights and remedies that it may have, to remove or tow away the vehicle. Licensees shall be responsible for all costs and charges as may be imposed by the District or any other regulatory body due to such violation. All such costs shall be immediately paid to District.
2. No long term vehicle parking is allowed on Airport ramps, taxiways, or taxi lanes.
3. The District is not responsible for any damage to vehicles, injury to persons or loss of property that may occur while parking or using vehicles on Airport property. All risk is assumed by the party using the parking area.

4. All vehicle parking privileges are subject to change, and may be limited or withdrawn at any time by the Airport Manager as Airport security policies are changed or updated from time to time.

VII. REQUIRED INSURANCE LIMITS AND INDEMNITY

Licensee shall provide liability insurance coverage, with the District and its directors, officers, employees and agents listed as additional insureds, as required by these Rules and Regulations and the License Agreement. Minimum insurance coverage and limits shall be:

General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.) for each occurrence combined single limit for bodily injury and property damage.

Licensee shall defend, indemnify and hold District, its directors, officers, employees and agents harmless for any damage or liability of any kind, for any injury to or death of persons, or damage to property of Licensee including attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities incurred by the District as required in the License arising from or related to the acts or omissions of Licensee and/or Licensee's employees, agents, invitees and representatives.

VIII. GENERAL REQUIREMENTS

A. Bailee Disclaimer

Licensee acknowledges and agrees that District has granted permission for use of Hangar only for the purposes allowed in and in accordance with the provisions of the License. By entering into the License, District is not agreeing in any manner to accept obligations or responsibility for the safekeeping of the Aircraft or other property of Licensee or Licensee's agents, contractors, officers, employees or invitees. The License is not a contract for bailment and District in no manner whatsoever purports to be a bailee.

B. Sublease

If you sell your aircraft we allow a period of 180-days for you to replace the aircraft. During this 180-day period the Licensee may sublease their hangar to another Qualified Aircraft Owner only with the permission of the Airport Manager. Failure to replace your aircraft in the 180-period will result in a notice to vacate.

C. Reservation of Rights

District reserves the right to modify these requirements or adopt such other reasonable requirements as the District determines to be necessary for the safe and proper use of the Hangar upon thirty (30) days written notification to the Licensee.