

County of Marin
Aircraft Storage Permit - Marin County Airport, Gness Field

Marin County Airport hereby grants permission to:

Permittee: _____ **Legal Address:** _____

Social Security Number of Tenant or Principal (if other than an individual)

SS# _____ (name of principal) _____

Telephone: _____

Email address: _____

Named Aircraft:
(Make) _____

(Model) _____

(Year) _____

N Number: _____

Owner of Aircraft _____
(if different from above)

Start Date _____ **Termination Date** _____

Type of Permit: Tie-Down (standard) Tie-Down (taxi-through)
 County Hangar Portable Hanger

Permit for use of Location Number _____

The following terms and conditions shall govern the use of stated space by Permittee:

- I.* Permittee shall pay the sum of \$ _____, which represents the permit fee for the first and last month's rent. Beginning the second month and each month thereafter the sum of \$ _____ per month shall be paid in advance on the first of each month without notice or demand. Checks shall be payable to: "Treasurer, County of Marin." At the County's option, a billing may be sent with balance due, and rent increases will occur as directed by the Marin County Board of Supervisors.

2. Permittee has been informed that under Section 107 of the Revenue and Taxation Code of the State of California, the Marin County Assessor is required to place a value on all possessory interests. The County Assessor will therefore, levy a possessory interest tax on this property against the Permittee as of January 1 each year.
3. Permittee has been informed that all aircraft stored at this facility shall be assessed applicable personable property tax against the Permittee by County of Marin.
4. Permittee agrees to disclose all aircraft he/she has caused to locate on the Airport, and shall be financially responsible for these aircraft or for any other access onto the property granted by this permit. Any owner shall furnish the County, in advance of arrival of the aircraft, evidence of financial responsibility in the minimum requirements of: \$1,000,000 combined single limit coverage with exception of per/passenger sub-limit of \$100,000.

Permittee's insurance shall be endorsed to contain the following provisions:

- County of Marin, its officers, agents and employees are to be covered as named additional insured with respect to liability arising out of the use of aircraft storage space at Gness Field, Novato, California.
 - The insurance shall be primary insurance and any insurance or self-insurance maintained by the County shall not be called upon to contribute in any way except as may be determined or required by law.
 - The insurance shall provide the County with at least thirty- (30) day's notice in the event of cancellation or of material change to the policy.
 - Permittee agrees that he and/or she will indemnify and hold Gness Field and the County of Marin harmless, excepting only liability arising from the active negligence of Gness Field and the County of Marin.
5. Permittee agrees that County is not responsible for moving or securing either the aircraft or private hangar, and the aircraft shall remain the responsibility of the owner at all times. The aircraft shall be stored only in locations assigned by the Airport Manager or his/her designee, which may be changed if the Airport Manager or his/her designee finds it necessary due to airport operational requirements including periodic and preventative maintenance, public safety or FAA regulations.
 6. Permittee shall be liable for any damage to County's property and/or other stored aircraft and property arising from Permittee's activities, including, but not limited to, the carrying on of unauthorized activities in the Permit area or the storage of flammables in a hangar and/or aircraft other than fuel in the aircraft tanks.
 7. County will maintain the structural components of County-owned hangars. Permittee shall be responsible and liable for any damage to the hangar caused by the Permittee's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel or other spillage, doors damaged due to Permittee's improper or negligent operation. Other than County owned hangars, permit site will be maintained as an open air tie-down only and is not represented as a suitable site for any other purpose.
 8. Permittee shall comply at all times with applicable Federal Regulations, Marin County Code Chapter 12.04 and all Ordinances and resolutions of the County of Marin passed from time to time regulating the Marin County Airport. Permittee shall abide by airport security regulations and cooperate with the County in the enforcement and implementation thereof.

County of Marin, its officers, agents and employees shall not be responsible for theft, fire, and vandalism to any property located on the Airport by any third party. Permittee shall provide a key for County-owned hangars to the Airport Manager or his/her designee to be used for access only in case of emergency or to effect repairs to the building.

9. This permit is subject to the following additional terms and conditions:

- Permittee will conduct all operations in compliance with the current "Storm Water Pollution Prevention Plan" in effect at the Airport as advised by the Airport Manager.
 - No vehicle shall be stored on the Airport without written permission from the Airport Manager or his/her designee, except for the duration of aircraft flights conducted by the Permittee.
 - Principal and primary use of permit space shall be for the storage of aircraft only. Use of the space for any other primary purpose will result in revocation of the permit.
 - In the event of homebuilt aircraft under construction, progress of construction must be demonstrated to the satisfaction of the Airport Manager or his/her designee each six (6) calendar months.
 - Permittee shall permit Fire Marshal and/or County to enter upon and inspect the premises for reasonable purposes after providing reasonable notice of intent to do so, further, to make any and all corrections of violations required by Airport Manager and/or local fire inspectors within 10 (ten) days of notice of such violation.
 - Permittee shall notify the Airport Manager or his/her designee within thirty (30) days of transaction of sale or relocation of the aircraft of record on this permit. Failure to register an aircraft to this permit within sixty (60) days of this transaction will be cause for County to revoke this permit.
 - Permittee shall not park or allow guests to park in any manner to obstruct neighboring tie-down spaces, hangar doors, taxi-paths or any common use areas. If a vehicle is parked in such a manner, County shall have the right to tow the vehicle, without notice, at the owner's expense.
 - Permittee agrees to abide by and support security efforts of Gness Field. This shall include safeguarding of gate access codes and cooperation with on-site security officers. Provision of such security measures shall be at the discretion of the County of Marin. All security problems are to be reported to the Airport Manager or his/her designee as soon as possible.
10. Permittee shall use the permit area only for the storage of the aircraft of record and not to directly or indirectly assign complete or partial interest in this agreement, or sublet any portion or part of the premises without written consent of the Airport Manager, obtained in advance. County owned hangars may not be sublet.
 11. Permittee agrees to indemnify and hold the County of Marin, it's officers, agents and employees, harmless arising out of any claim for damage, injury or death to any person in the premises under the control of the Permittee. County expressly disclaims any and all liability for damage to any aircraft stored on the Airport premises excepting only liability arising from the active negligence of Gness Field and the County of Marin.
 12. Other than materials prepackaged for direct distribution to consumers, Permittee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the premises. Permittee acknowledges full and complete responsibility for any and all costs associated with the removal and disposal of all hazardous materials/wastes located on the premises solely as a result of Permittee's actions, whether discovered during the term of the permit, or subsequent to the termination of this permit.
 13. Permittee agrees to limit aircraft repair and maintenance in permit area to that which does not violate fire regulations, cause structural or other damage to Airport property including surfaces, or detract from clean and orderly appearance of the Airport or storage area. Permittee further agrees to limit such repair to the aircraft of record and to such repair as the Permittee is authorized to perform him/herself by FAA regulations; and that any further repairs will not be performed in the permit area by any person that is not authorized to conduct such work or repairs by a valid concession agreement with the Airport Manager or his/her designee.

14. Permittee or County may, upon thirty- (30) days written notice, terminate this permit. County may terminate this permit for any legal cause during the course of a monthly term upon the occurrence of any of the following: a) permit fee is not paid within five (5) days of its due date; b) Permittee has failed to comply with any condition of this permit;
c) Failure to pay rent increases as directed by the Board of Supervisors.
In the event of such a breach, County shall notify Permittee of termination in writing. Permittee shall have five (5) days to cure any breach or defect or remove Permittee's aircraft and hangar (in the case of a portable hangar site permit) from the Airport premises. After which time, the County is hereby specifically authorized to exercise due legal process for removal of Permittee's personal property.

Airport Manager _____

Permittee _____

Dated _____