

**BENSON MUNICIPAL AIRPORT
AIRCRAFT TIE-DOWN STORAGE AGREEMENT**

1. BASIC INFORMATION:

Effective Date:	Circle:	
	Launch Fee	Tie-Down
Initial Rental Rate:	Premises:	
Aircraft "N" Number:	Aircraft Manufacturer/Model:	
Registered Aircraft Owner(s):	<i>Copy of FAA Certificate of Registration</i> <input type="checkbox"/>	
Tenant Name ("Tenant"):		
Tenant Address:		
Phone (H):	Phone (W):	Phone (Other):
Tenant Email:		

1. **AGREEMENT.** It is agreed by and between the City of Benson, an Arizona municipal corporation ("CITY"), and the above-named tenant ("TENANT") that CITY rents to TENANT, and TENANT rents from CITY, as of the above-stated "Effective Date," the above-designated City-owned Tie-down storage space (the "Premises") located at the Benson Municipal Airport ("Airport"), on a month-to-month basis, subject to TENANT's full and strict compliance with all of the terms and conditions stated in this Aircraft Tie-down Storage Agreement (this "Agreement"). The Premises shall be used solely for the storage of TENANT's operational aircraft, which is identified in the Basic Information set out in Section 1 above (the "Basic Information") by its "N" number.

2. **AIRCRAFT REGISTRATION.** Prior to taking occupancy of the Premises, TENANT shall provide documentation reasonably acceptable to the Airport Administrator of TENANT's ownership or other legal interest in the Aircraft, including, but not necessarily limited to, a copy of the current Federal Aviation Administration (FAA) Certificate of Aircraft Registration, applicable State registration or entity Articles of Organization/Incorporation.

If TENANT only has a temporary registration for the Aircraft, or if any change of the Aircraft ownership occurs, or if the Aircraft is lost, stolen or destroyed, TENANT shall have ninety (90) days, or such additional time as approved in writing by the Airport Administrator, in which to acquire a permanent registration for the Aircraft or to identify in the Basic Information and store on the Premises a different aircraft in which TENANT holds a verifiable interest.

3. **TERM.** The term of the rental under this Agreement shall be on a month-to-month basis. The Agreement shall renew automatically each month without action by either CITY or TENANT, unless terminated pursuant to Section 23 below.

4. **RENT.** Rent shall be due and payable, without demand, in advance on the **first (1st) day of each month**, at the initial rental rate set forth in the Basic Information. Charges to Tenant herein are established by the Benson City Council in accordance with the Resolution attached as Exhibit A hereto. City shall give TENANT at least thirty (30) days written notice before a change to those charges beyond those established by Exhibit A become effective.

TENANT has deposited \$_____, which is equal to one (1) month's rent, less any pre-paid wait list fees, the receipt of which is hereby acknowledged by CITY, as a nonrefundable deposit, which CITY may apply to cost incurred by CITY for damages to the Premises and for cleaning, security lock and fire extinguisher related to the Premises. TENANT shall remain liable for any damages to CITY in excess of the deposit.

5. **LATE CHARGE.** For each month that TENANT fails to pay such rent on or before the tenth (10th) day of the month, TENANT shall be assessed a late charge in an amount equal to the greater of \$10.00 per month or 20% of the amount of the monthly rent.
6. **PERSONAL PROPERTY INSURANCE.** Any insurance protecting the Aircraft stored in or upon the Premises against fire, theft or damage must be provided by TENANT. CITY shall have no obligation to provide such insurance.
7. **NOTICE OF LIEN.** CITY shall have a possessory lien from the date the rent is unpaid and due on all personal property stored within or upon the Premises, including, but not limited to, TENANT's Aircraft. Property stored in or upon the Premises may be sold or otherwise disposed of according to law in order to satisfy the lien if TENANT is in default. In order to provide notice of sale to enforce CITY's possessory lien, upon request, TENANT 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 Premises.
8. **USE OF PREMISES.** The Premises shall be used only for the purposes stated in Section 2 of this Agreement. TENANT shall not use the Premises in any manner or for any purpose not consistent with the purposes stated in Section 2, unless such activity is authorized pursuant to a separate written agreement with CITY. TENANT shall not operate or conduct any non-aviation activity on the Premises; shall not use the Premises for residential purposes; and shall not use the Premises for any business or commercial activity, including without limitation, any commercial aeronautical activity. Commercial aeronautical activity means an activity using an aircraft or providing service to an aircraft (including building, maintaining, repairing, washing, cleaning, painting, managing, storing an aircraft) or a commercial business of buying or selling aircraft with the intent that such use, service, purchase or sale will generate and/or secure earnings, income, compensation (including exchange or barter of goods and services) and/or profit, whether or not such objectives are accomplished.
9. **QUIET ENJOYMENT; SAFETY.** TENANT shall conduct, and shall cause TENANT's guests and/or invitees to conduct, all activities on the Premises in a manner that will not interfere with the safety and quiet enjoyment of the Airport by other tenants and members of the public.
10. **AIRCRAFT MAINTENANCE, PAINTING, REFUELING.** TENANT may perform maintenance activities for the Aircraft on the Premises provided that such activities comply with all applicable City of Benson codes, ordinances or other applicable regulations.
11. **STRUCTURAL MODIFICATION.** No structural or electrical modification may be made to the Premises without prior written approval of the City and valid construction permits from CITY when required. Any improvements made by or on behalf of TENANT shall become the sole property of CITY upon termination of this Agreement.
12. **COMPLIANCE WITH LAWS.** TENANT shall comply with all Airport rules, regulations and policies as the same may be adopted or amended from time to time. In addition, TENANT shall not use the Premises in a manner that constitutes a violation of applicable law.

TENANT further agrees to comply with the Benson City Code and all applicable federal and Arizona government laws, statutes, rules and regulations and any amendments thereto. Failure to comply with any of the above may result in immediate termination of this Agreement, in addition to such other remedies as are provided to CITY herein and/or under applicable law.
13. **ACCEPTANCE OF PREMISES.** TENANT accepts the Premises on an "AS IS" basis, without additional modifications. CITY disclaims, and TENANT accepts such disclaimer of, any warranty, either expressed or implied, of the condition, use, or fitness respecting the Premises, including, but not limited to, tie-down rings, ropes or chains used to secure airplanes, and TENANT assumes full responsibility to furnish any equipment necessary to properly secure and store any aircraft.

14. **MAINTENANCE OF PREMISES.** TENANT, at all times, shall maintain the Premises in a neat and orderly appearance and in a safe condition. TENANT shall be liable, at its sole cost and expense, for repair of any and all damage to the Premises caused by TENANT, any Authorized User, and/or TENANT's guests and/or invitees, ordinary wear and tear excepted. Upon termination of this Agreement, TENANT shall return the Premise to CITY in substantially the same condition as it existed at the commencement of this Agreement, ordinary wear and tear excepted.
15. **RELEASE; ASSUMPTION OF RISK.** TENANT releases CITY, its Mayor, Council, boards and commissions, officials, employees and agents, 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 CITY, its officers, agents or employees. All aircraft and other personal property stored by TENANT at the Airport are at the TENANT's sole risk. CITY assumes no liability for loss or injury to persons or property arising from use of any Airport facilities.
16. **INDEMNIFICATION.** TENANT shall indemnify, defend and hold harmless CITY, its Mayor, Council, boards and commissions, officials, employees and agents, from and against any and all loss, cost, damage, expense and liability, of every kind and description, including, but not limited to, attorneys' fees and litigation costs, which, in whole or in part, arise out of the use or occupancy of the Premises or the Airport by TENANT, or TENANT's agents, officers, employees, invitees, or guests, or any AUTHORIZED USER, except for any such injury or damage arising out of the gross negligence of CITY, its officers, agents or employees.
17. **INSPECTION.** CITY reserves the right to inspect the Premises at any time, without prior notice to TENANT, and with or without TENANT being present, to insure TENANT's compliance with this Agreement that the Premises are kept free from fire hazards.
18. **SUBLETTING & ASSIGNMENT.** TENANT shall not sublet, assign, or otherwise transfer to any other person any portion of the Premises, or any other right or privilege in or on any Airport property, without the prior written consent of CITY.
19. **CHANGE OF INFORMATION.** TENANT has a continuing obligation to provide reasonable notice to CITY of any changes to any of the Basic Information or other information required to be provided to CITY under this Agreement. In addition, CITY shall annually request TENANT to provide updated information or to confirm the accuracy of the current information. As part of the annual information update, TENANT may be requested to execute an amended or replacement Agreement.
20. **NOTICES.** Any notices required to be given under this Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to CITY or TENANT, or in lieu of such personal service, sent by first class United States mail addressed, if to TENANT, to the address set out in the Basic Information, and, if to CITY and/or the City, to the following address: **City of Benson, c/o Benson Municipal Airport, 120 W 6th Street, P.O. Box 2223, Benson, Arizona 85602.** In the event of personal service, notice shall be deemed given when personally served. In the event of service by first class United States mail, notice shall be deemed to have been given seventy-two (72) hours after the letter is postmarked by the United States Post Office or upon receipt of the letter, whichever is sooner. TENANT is solely responsible for keeping TENANT's mailing address and telephone number current during the term of this Agreement and shall notify the City in writing within thirty (30) days of any change of address or telephone number. CITY is not responsible for any issues arising from TENANT's failure to maintain current contact information.
21. **TERMINATION.** TENANT may terminate this Agreement upon giving fifteen (15) days prior written notice to CITY. Failure to so notify CITY will result in TENANT being charged the next month's rent.

CITY may terminate this Agreement, with or without cause, by giving TENANT advance written notice, with such termination being effective at the end of the next month following the month in which such written notice is given, except that CITY may terminate this Agreement immediately if TENANT conducts any criminal activity or if TENANT violates any Airport, local, state or federal law, code, rule regulation, and/or policies, which violation constitutes a danger or hazard to persons or property, as determined at the sole discretion of CITY.

This Agreement automatically expires or is deemed cancelled upon the death of TENANT; however, the surviving spouse, heirs, or estate of the Tenant shall be allowed a reasonable period of time, not to exceed six (6) months, solely to arrange for the removal of the Aircraft and other personal property items and to otherwise vacate the Premises, provided that all rent is kept current during this period, but shall not otherwise be allowed use of the Premises.

22. **GATE ACCESS CARD.** Upon execution of this Agreement, CITY shall issue one (1) gate access card to TENANT for TENANT's vehicular access to the Premises. One (1) additional card may be issued free of charge upon completion of an Authorized User's Agreement. TENANT is responsible for the safekeeping of all gate access cards and their return at the termination of the lease. Unauthorized use by individuals other than TENANT shall result in revocation of this privilege. Additional gate access cards are available for a \$35.00 deposit per card, subject to approval of the City. TENANT shall immediately report any lost, stolen or damaged cards to the City's office. Lost, stolen or damaged cards may be replaced for a \$35.00 charge.
23. **UNRESOLVED DISPUTES.** It is CITY's current practice to allow any grievance or complaint that TENANT may have arising from under this Agreement to be presented to the City to see if the matter can be summarily resolved on an informal basis through discussion with the City. However, nothing herein shall constitute a grant of any right to an administrative hearing or to provide any right to a hearing prior to termination of this Agreement for nonpayment of rent or otherwise.
24. **ATTORNEY'S FEES; COSTS.** In any dispute between CITY and TENANT, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include, without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums due, performance of covenants breached or consideration substantially equal to the relief sought in the action.
25. **NO WAIVER.** No waiver by a party of any provision of this Agreement or of the regulations governing the use of the Premises shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement shall not prevent the exercise by that party of any other remedy provided in this Agreement.
26. **ENTIRE AGREEMENT.** This Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the Premises or any other matters connected therewith. All correspondence, memoranda, oral or written agreements pertaining to the Premises or the parties hereto, which originated before the date of this Agreement are null, void and replaced in total with this Agreement. This Agreement shall not be altered, amended, or modified except in writing signed by both CITY and TENANT.
27. **LAWS/FORUM.** This Agreement shall be governed by and interpreted according to the laws of the State of Arizona. This Agreement is subject to cancellation under the terms of Arizona Revised Statutes Section 38-511. No action shall be brought by any party hereto except in a court having jurisdiction in the State of Arizona and venue in Cochise County, Arizona.
28. **TENANT ACKNOWLEDGEMENT.** By the TENANT's signature below, TENANT declares that TENANT has read each provision of this Agreement and that all the information provided by TENANT pursuant hereto and any attached documentation is true and correct. Further, TENANT hereby declares that TENANT owns or holds the interest in the Aircraft listed in Section 1 of this Agreement represented by such information and documentation.

BY: _____

Signature of TENANT

Date: _____

Printed Name

ACCEPTED: CITY OF Benson

By: _____

Printed Name