GEORGETOWN EXECUTIVE AIRPORT
AT JOHNNY GANTT FIELD

LEASING POLICY

Approved as to form and legal Sufficiency:

Skye Masson
City Attorney

GEORGETOWN EXECUTIVE AIRPORT
AT JOHNNY GANTT FIELD

By:

Eric Johnson
Public Works Director

Adopted:___________

Revised:___________
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SECTION I
GENERAL POLICY

In order to promote and develop a fair and reasonable operating environment for all persons and organizations leasing property at the Georgetown Executive Airport at Johnny Gantt Field, ("Airport"), the following Leasing Policy is hereby adopted.

The City of Georgetown operates the Airport in Georgetown, Texas. As used herein the word “tenant” includes any person or entity that has been granted any right, license or privilege to occupy or use any property, or conduct any activity, irrespective of the form of the agreement, permit, and/or license that grants any such right, license or privilege.

It is the policy of the Georgetown City Council to ensure that reasonable efforts are made when negotiating agreements to:

1. Promote market rents that are intended to make the Airport as financially self-sufficient as reasonably possible;

2. Minimize operational costs to the City and its tenants;

3. Foster growth of both aviation and non-aviation development (where appropriate) on airport property;

4. Attract private capital investment for airport development; and

5. Comply with Federal Aviation Administration (FAA) and State of Texas obligations, policies, and regulations.

Agreements Required

With the exception of transient (non-based) aeronautical operators, no person, firm, organization, club, or other entity shall be permitted to operate any business or commercial activity at the Airport without an approved and fully executed lease, sublease, Specialized Aviation Service Organization ("SASO") with the Airport or fully approved and executed assignment of same. The intent of this requirement is to protect the investment and privileges of bona fide operations on the airport and to ensure that fees or charges will be required from every user of the airport.

Lease/Operating Agreement Categories

1. Flight Training Service Center.
2. Aircraft Maintenance, Overhaul, and Parts Shop.
4. Specialized Aircraft Repair Service.
5. Non-Aviation Land and/or Building Lease.
7. Advertising signs on Airport.
8. Utility Easements.
10. Food, Beverage, and/or Merchandising Concessions.
12. Aviation Easements.
13. Operating Privilege Agreements.
15. Hangar License Agreements.
16. Other.

Agreements, which the Airport shall not entertain:

1. Non transient (non-based) aeronautical operators, without an approved and fully executed lease, sublease, Specialized Aviation Service Organization ("SASO") with the Airport or fully approved and executed assignment of same.

Consistent with Department of Transportation, Federal Aviation Administration order 5190.6B, the Airport shall retain proprietary exclusive rights of the following aeronautical services:

1. Wholesale fuel to FBO's and other commercial operators.
SECTION II
GENERAL GUIDELINES FOR AIRPORT AGREEMENTS

Airport property is generally leased on a first come, first served basis, to appropriately qualified applicants, unless specifically exempted in the “Lease Application Process.” If multiple parties are interested in leasing an available parcel of Airport property, Airport staff shall seek competitive proposals via public advertisement on the Airport website and/or a newspaper of general circulation after establishing a starting rent using an appraisal process or market analysis to set market value. If competitive proposals are solicited, Airport staff will review based on criteria following under “Lease Application Process” and “Lease Proposal Review” and make a recommendation to City Council for them to make a final decision. Tenants in good standing whose property adjoins a parcel available for lease (whether vacant or developed) will be given the first opportunity to lease the adjoining parcel.

Unless specifically exempted in the “Lease Application Process” or elsewhere in this Policy, all persons or businesses seeking to become tenants at the Airport must first submit a fully completed written application to the Airport Manager or Designee, together with any additional information which may be requested by the Airport Manager or Designee, County Management or County Attorney.

Lease requests will be reviewed and evaluated according to the stipulations outlined in this Policy, and in terms of whether the proposed use conforms to each of the following overarching goals:

1. The use is shown to be appropriate and consistent with the Airport Layout Plan (ALP), Airport Master Plan, and other relevant land use planning documents that pertain to the Airport.
2. The use does not constitute a violation of any Airport Grant Assurances which have been incorporated within a Grant Agreement entered by the Airport.
3. The use complies with all requirements and provisions contained in the adopted policies, procedures and standards of the Airport and the City of Georgetown.

The information contained in the lease request should provide sufficient detail to enable the Airport to adequately determine a potential tenant’s financial standing, their ability to undertake construction in a timely manner (if the tenant is going to build on a vacant parcel), their ability and experience to provide the services to the general aviation public or commercial aviation industry (if the tenant is an aviation-related business), which are described in the proposal, and the amount of investment in and the overall appearance of the facilities that are to be constructed or leased by the tenant.

**Lease Application Process (Including Subleases and Assignment of Leases)**

(Note: Parties wishing to rent tie-downs, hangars, T-hangars solely for short-term (e.g. month-to-month or year-to-year) or non-commercial hangars for the storage of aircraft, and who do not desire or need significant Leasehold improvements or other special accommodations, are exempt from the following requirements.)

Any person, group of people, firm, corporation, or organization desiring to conduct a commercial activity of any type within the boundaries of the Airport must first secure written authorization from the Airport to do so. Written authorization from the Airport is typically provided in the form of a lease for building space or land area, but may also be in the form of an appropriate permit allowing the activity in question to be conducted for a given period time on Airport property.
The process for obtaining authorization for a commercial activity from the Airport begins with an applicant submitting a written proposal, or Lease Application, which details the type of operation(s) being proposed. Depending on the term of the lease being sought, or the size, scope, and complexity of the commercial activity, an applicant may be requested by the Airport Manager to provide some or all of the following information. In general, longer term lease requests will require more information than shorter term requests. The Lease Application should include the following:

1. A cover letter from the Applicant identifying the name of the business, a description of the services or products to be provided, and the primary contact’s name, phone number and email address.
2. A short description of the proposed commercial activity with sufficient narrative to adequately explain the benefits of the activity to the Airport and local community.
3. A business plan that provides sufficient detail about the commercial activity being proposed.
4. The names and contact information (mailing address, phone numbers, email, etc.) of all parties having an interest in the business and those that will be directly responsible for the day-to-day management of the business.
   The amount and location (if known) of vacant property that the tenant desires to lease (accompanied by a map showing the location of the property in question).
5. The type of facilities which are to be constructed, purchased, or leased (whichever is relevant).
6. The purchase price of existing facilities (where relevant).
7. The services to be offered, proposed hours of operation, projected employment broken down by number of permanent and temporary employees, full-time and part-time positions, job titles, average wage or wage scale anticipated to be paid, and the number of aircraft (if any) that are to be based and/or operated at the Airport in conjunction with the business.
8. Evidence of financial capability to provide the services and facilities proposed (this may extend to providing a current financial statement, and/or tax returns, and/or credit reports for the previous 3 years).
9. Evidence demonstrating a history of satisfactory performance of a similar commercial activity at other sites (preferably airports), including dates and location. Record of any insolvency or bankruptcy proceeding in any past business relationships over the past 10 years.
10. Aeronautical qualifications, including years of experience in the proposed operation, past experience in other related activities, and four professional references.
11. Other information the Airport may require and specifically request.
**Lease Proposal Review**

Following receipt of an application to lease or sublease Airport land or facilities, or for an Assignment of Lease, the Airport Manager will evaluate the submitted proposal for completeness against the criteria outlined in the Lease Application Process. The Airport Manager may also perform a background investigation relative to the applicant’s criminal history, credit worthiness and past business performance. Incomplete proposals will be returned to the applicant.

Following review by Airport staff, applications may be denied for one or more of the following reasons:

1. The application does not comply with or meet the provisions of this policy.
2. The applicant or their proposed operations fail to meet the qualifications, standards and requirements enforced by the Airport or City of Georgetown.
3. The applicant’s proposed operations or construction activities will create a safety or security hazard.
4. The granting of the application will require unauthorized expenditure of Airport funds, labor or materials on the land or facilities described in, or related to, the application.
5. The operation is unlikely to provide a positive rate of return.
6. There is no appropriate or adequate available space or facilities on the Airport property to accommodate the activity of the applicant.
7. The proposed operation, development or construction contemplated does not conform to the approved Airport Layout Plan or Airport Master Plan.
8. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in excessive interference with the operations of other existing tenants on the Airport, such as preventing free access and egress, or will result in depriving, without adequate compensation, an existing tenant the use of portions of their leased area.
9. A party applying, or having an interest in the business, has supplied false information, or has misrepresented a material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
10. A party applying, or having an interest in the business, has a record of violating the rules and regulations of the Airport, or those of any other airport, or the rules and regulations of any State or Federal Agency.
11. A party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Airport or any lease or other agreement at any other Airport.
12. A party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Airport to provide and maintain the business to which the application relates, and to promptly pay amounts due under its lease with the Airport.
13. The applicant has committed a crime, or violated a local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the operation applied for, or otherwise renders applicant unsuitable.
14. Any other reason that would result in an activity deemed not consistent with Airport policy, or not to be in the best interest of the Airport and/or the Texas Aviation System.
15. The applicant proposes a “Through the Fence” operation that is inconsistent with Section 136 of the FAA Modernization and Reform Act of 2012.
The diagram shown below delineates the steps of a typical lease application process for review and approval by the Airport. Many of these steps are discussed in greater detail elsewhere in this policy. Depending on the size, scope and complexity of the commercial activity that is being proposed for a given parcel of land or facility, the timeframe to complete the entire application process can vary from eight to sixteen weeks or more.

**LEASE APPLICATION / PROPOSAL PROCESS**
(Typically a 8 to 16 Week Process*)

Start

Submit Application for New Lease, Sublease, or Assignment of Existing Lease Applicant

- Review Application for completeness and compliance with Leasing Policy
- Perform Due Diligence Research
- Undertake Development of Lease Terms
- Prepare legal documents for execution
  
  Airport Manager/ City Departments/City Attorney

Federal/State Approval (Non-aviation uses ONLY)
FAA ADO/TXDOT District 1

Recommendation for Approval/Denial to Georgetown Transportation Advisory Board Airport Authority

Lease Execution Applicant/City Attorney/City Council

Finish

*Assumes that no reviews and/or approvals are needed from outside agencies. If there are any proposals to build new the applicant will also have to get with Planning and Permitting at the City of Georgetown. This would add more time to the timeframe.

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SECTION III
LEASE RATES, TERMS AND PROVISIONS

Rates and Charges

TxDOT/FAA guidelines require that the Airport be as financially self-sustaining as possible. Whenever possible, rental rates for unimproved Airport land or existing hangars and related facilities used for commercial aviation activities are set at market value of the property in use. Market value will be determined through an appraisal or market analysis of comparable parcels or structures undertaken by the Airport. A rate adjustment based on the Consumer Price Index–Urban (CPI-U) for the Dallas-Fort Worth region will be applied to leases on either a regular basis, but no more than annually, between appraisals to facilitate parity between new and longstanding tenants. In an effort to stimulate economic development, support aviation industry growth, and encourage airport property development, the Airport may consider a reduced rate for the following property uses:

1. Large Scale Development
2. Aeronautical Manufacturing
3. Substantial aviation-related educational facilities (such as an FAA-certified A&P Program or a Flight Training Program)
4. Any commercial business that creates and maintains new jobs that pay, on average, no less than 115 percent of the average annual wage for City of Georgetown, as determined by the City of Georgetown Office of Business and Economic Development

Each Airport tenant, subtenant, licensee, or occupant user of the Airport shall pay the then applicable and appropriate rate or fee for such tenancy or use. Operating expenses may also be included in Airport Leases for the cost of upkeep and maintenance of common areas and facilities in and adjacent to the leased areas. Each airport lessee will be required to pay Williamson County Property taxes.

Terms of Lease

All Leases: Each lease will be evaluated on its own merit. The current maximum term length is determined by the more restrictive of current City of Georgetown Ordinance, TxDOT or the FAA. The lease may be written to have an initial term length with one or more extension periods. The total length will not exceed the limits set previously. At the expiration of an existing lease the Title to Lease rules will take effect. See below.

Long Term Ground Leases: The Georgetown Executive Airport at Johnny Gantt Field recognizes that allowing tenants to amortize their investments over a longer period of time can encourage further investment in Airport property. To this end, the Airport will consider entering into a lease with a term up to the maximum limit allowed by current City of Georgetown Ordinance, TxDOT or the FAA (the more restrictive limit applying) in those instances where a potential tenant has demonstrated to the Airport’s satisfaction that they are prepared to make a significant investment in one or more of the following areas:

a. Make a significant initial capital investment in new construction on the property.
b. Make a significant capital investment in existing leasehold improvements.
c. Create (and maintain) a significant number of new jobs, at higher-than-average wages.
d. Make a significant investment in the extension of public infrastructure that will benefit the Airport as a whole (i.e., roads, water, sewer, navigation aids, etc.).

Business Retention Considerations. The Airport recognizes the importance of retaining existing businesses that contribute substantially to the local economy. To this end, the Airport may consider entering into a new lease with an existing tenant for a term up to the maximum limit allowed by TXDOT or the FAA (the more restrictive limit applying).

Title to Improvements

Title to all fixed improvements constructed or installed on leased or licensed premises shall remain with the Lessee or Licensee during the term, and any renewals thereto, of the Agreement. Upon termination of the Agreement, said improvements shall become the property of the Airport or, at the Airport's sole option, the Airport may require the Lessee to remove said improvements and restore the property to its original condition, all at no cost to the Airport or the City of Georgetown.

Reversion After Ground Lease Term

Following expiration of a Ground Lease, the land and structures thereon may be leased by the Airport under short-term Facility Leases, typically 1-5 years in duration, at market rates. These leases will be for the property and the building, with the ownership of said property and building residing with the Airport. For larger tracts, the lease rate will typically be predicated upon an appraisal done by an MAI who will set the base rate for the property and building. This information will be available to the prospective tenant.

Materials

Terminal Building: The Airport will provide structural maintenance, heat and light, but will not provide janitorial service, revamping or other day-to-day services in any tenant’s leased or licensed area unless the applicable agreement specifies that the Airport shall be compensated for such services.

Airfield: The Airport will maintain all public use runways, taxiways, and aprons. Ramps and aprons leased or otherwise provided to sub-tenants or any other occupants will be maintained by the sub-tenants or occupant of any description as annotated in each respective lease.

Land and Building: Tenants may be required to provide all maintenance of land and utility services to leased or licensed land and/or buildings. The Airport shall be sole judge of the quality of maintenance and, upon written notice, may require immediate improved maintenance. If such maintenance is not performed, the Airport may perform such maintenance and invoice the costs of the maintenance to the Lessee, Licensee, or occupant. Non-payment of invoices will be grounds to terminate the agreement that allows the occupant to occupy the property or conduct the activities.

Assignment/Subletting/Sale of Stock/Sale of Facilities Constructed

The operation of any tenant on the airport shall be for the public interest and furtherance of airport activity. Tenants are entrusted with the duty and obligation of providing the public with the highest level of services and facilities, and it is therefore, necessary that the tenant's activities and/or operations be subject to continuing scrutiny by the Airport Manager or Designee, and that the tenant always operate in a businesslike fashion, efficiently and always with courtesy to the public and to the staff of the Airport. For these reasons, the following shall be always be required of tenants:
The Airport shall retain total control and exercise sole discretion over the assignment or any method of changing or delivering to others any of the functions to be performed by the tenant, and any such assignment shall have prior written approval by the Airport Manager or Designee.

Tenant may sublease a part of the leased area to others only after first receiving written approval from the Airport Manager.

**Public Service Goals**

The FAA encourages airport sponsors to establish “Minimum Standards” for providing services to the general public at an airport. The Georgetown Minimum Standards are published on the City of Georgetown website ([http://airport.georgetown.org](http://airport.georgetown.org)) and are automatically incorporated into each lease in order to ensure the level of public service is of a high quality, consistent with the goals of the Airport. Remedy clauses will be included in all lease agreements for inadequate performance, the quality of which will be determined solely by the Airport Manager or Designee.

**Encumbrances**

The Airport may permit a tenant to subordinate leasehold-owned improvements (NOT LAND) for financing purposes, with a mortgage approved by the Airport Manager or Designee. If such an arrangement is permitted the mortgagee may be granted the right to cure any default including the assumption of the lease. This encumbrance provision will assist private investment in financing capital improvements, protect the mortgagee's interest, and does not endanger the interest of the Airport. NOTICE: Obligations to pay rent and charges to the Airport shall not be subordinated.

**Indemnification and Insurance**

To the maximum extent permitted by Texas law, the tenant shall indemnify and hold harmless Georgetown Executive Airport at Johnny Gantt Field, City of Georgetown, its officers and employees and contacts from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees and paralegals’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Lessee or anyone employed or utilized by the Lessee in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This does not pertain to any incident arising from the sole negligence of the Airport.

The Tenant shall provide all insurance deemed appropriate by the Airport Manager or Designee, as determined by the City of Georgetown Safety & Risk Management Division.

**Taxes**

Williamson Central Appraisal District (WCAD) requires that all building owners/lessees will pay a property tax on the lease amount for the year. It is the responsibility of the lessee to pay their property tax. If your aircraft is registered under a business that is based here, there will be a tax paid. Federal, state, or local taxes not paid by Lessee or Licensee may be deemed sufficient cause to cancel or terminate the lease.

**Rules and Regulations**

Airport rules and regulations shall be a part of each lease. Such regulations may be amended from time-to-time by the Airport including such reasonable and uniform landing fees, rates or charges, as may from time to time be levied for airfield operational privileges and/or services provided at the
Airport. Lessee shall also comply with any and all applicable governmental statutes, rules, orders, and regulations. A violation of any Airport rule or regulation may be deemed sufficient cause for lease cancellation or termination by the Airport.

**Appraisals**

Appraisals may be used for determining the Fair Market Value (FMV) of the highest and best use of land and/or facilities the Airport leases. The Airport may require a prospective tenant to pay for an appraisal and may reasonably withhold approval of a proposed appraisal firm lacking demonstrated experience in airport appraisals. Once an appraisal is conducted for land and/or facilities, the Airport may apply the appraisal on other similar land and/or facilities for up to five (5) years. If five years have lapsed since an appraisal has been conducted, a new appraisal for that category may be conducted if it is determined that the prior appraisal is out of date. In lieu of appraisals the Airport may, at its option, apply airport industry standards for determining the FMV of granting privileges and leasing land and/or facilities for aviation related or airport support agreements.

**Variance**

Prospective tenants who cannot meet the criteria identified in this Leasing Policy may make application for variance through the Airport Manager or Designee. Upon reviewing justification for such application, the Airport will submit the request to the Georgetown Transportation Advisory Board, who may or may not recommend approval to the Georgetown City Council. The City Council may grant a variance by affirmative majority vote during one voting session. Variances are not favored and there must exist compelling reasons for the granting of any variance. The basis for the variance must always be beyond the control of the applicant for the variance. Economic hardship shall never be a valid basis upon which to grant any variance.

**Zoning**

All leases shall remain consistent with the Airport Master Plan, Airport Development Standards, and the Airport Layout Plan (ALP), as well as the City of Georgetown Comprehensive Land Use Plan.

**Dominant Agreements**

Any Lease, License or Operating Agreement with the Airport is subject to all existing agreements between the Airport and the Federal Aviation Administration (FAA), the Airport and the State of Texas, and the Airport and City of Georgetown. Leases, Licenses and SASOs are sometimes subject to FAA approval, which approval may be withdrawn. Accordingly, the Airport reserves the right to immediately terminate any lease that the FAA has found to interfere with the safe operation and maintenance of the airport, or otherwise conflict with regulations governing public-use airports. Furthermore, and during the time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval or similar use, and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

**Other Lease Provisions**

This Leasing Policy does not include all of the provisions of Airport leases.
SECTION IV
GEORGETOWN EXECUTIVE AIRPORT AT
JOHNNY GANTT FIELD HANGAR WAIT
LIST POLICY
FOR T-HANGARS, TIE DOWN, AND STORAGE
HANGARS

1. Waiting List Process: When hangar space is not immediately available for assignment, a wait list shall be established, prioritized by the date and time of receipt of the application by the Airport. The term “aircraft storage space”, as used throughout this policy shall include:

A. General aircraft t-hangar units
B. Long-term Tie down positions
C. Storage units

Applicants for aircraft storage space shall contact the Georgetown Executive Airport at Johnny Gantt Field or go to the airport’s website to obtain the most current Hangar Waitlist Request Form (Exhibit “A”) (as may be amended from time-to-time). Separate lists for T-hangars and Long-term Tie downs will be maintained in order to properly record those who wish to lease a hangar or tie down space. Applicants must complete the current form, return it to the Airport. The Management will place the applicant on the waiting list in the order the reservation forms are received. Applicants who do not own an aircraft but plan to purchase or lease one shall note this fact on the form. Applicants must be able to occupy an aircraft storage space with the specified, or similar, airworthy aircraft within thirty (30) days of entering into a T-hangar License Agreement.

2. Notification of Available Hangar Space;

When aircraft storage space becomes available (or when it becomes apparent that such space will soon become available), such space will be offered to the applicants on the hangar waiting list on a “first come, first serve” basis. Ranking is determined by date of actual, physical receipt of a completed Hangar Reservation Form, or from the previous waitlists that were maintained by airport staff. It is the responsibility of the potential tenant to keep the Airport informed of any changes to the point of contact such as, address, phone number, etc.

Airport staff will attempt to contact the applicant up to three (3) times by email or phone. If there is no response to the emails or phone calls, the next person on the wait list will be contacted and offered the hangar. The unreachable potential tenant will be placed on the previously called list.

Once a potential tenant has been offered a hangar, he/she has forty-eight (48) hours to accept or decline the offer. If the potential tenant accepts the space, an agreement will be readied at the Airport Business Office for signature. Those who decline hangar space for the first time will be placed on the previously called list. If they decline a second time they will go to the bottom of the original list unless removal is requested.

If the hangar space being offered does not meet the space requirements for the potential tenant’s aircraft, the potential tenant shall remain on the list in his/her original relative position.

If a person is place on the previously called list, they will not be called for an open hangar. The person will need to contact the airport business office to advise airport staff that they are ready for a t-hangar and will have to take the first available hangar.
3. Aircraft Storage Space definitions:

A. General Aircraft T-Hangars: These hangars have door openings width of forty (40) feet or less. Ranking is based on applicant’s position on the waiting list and can accommodate either twin or single engine aircraft.

B. Storage Units: These units are at the end of T-hangars and are for storing aircraft and/or related equipment. Ranking is based on applicant’s position on the waiting list.

C. Tie Downs: Tie downs are located to the north and south of the main terminal ramp area. There are a total 24 tie down spots on the main ramp. There are also 11 tie down spots on the east ramp. There are also four grass tie downs located east of the North T-Hangar buildings.

4. License: Licensee shall provide proof of the following within 30 days of entering into an agreement:

A. All aircraft stored in a KGTU hangar must be airworthy.

B. All hangars must be occupied by approved aircraft in accordance with this policy.

C. Rent shall be established by the Airport and may be adjusted annually.

D. First month’s rent must be paid in advance.

E. T-Hangar sub-leasing is NOT authorized. Any tenant who is discovered to be sub-leasing their T-Hangar will be notified, and the remedy authorized in the lease will be applied.

F. The storage of anything other than aircraft, equipment appurtenant to aircraft, or vehicles of owners or passenger during flight is not permitted.

G. Acceptable proof of aircraft ownership is required. Ownership is defined as having the exclusive right to sell or fly.

H. In the case of Flying Club or Association, the Association’s name must be on the waitlist and also on the T-Hangar lease.

5. Emergency Situations: In the event of an emergency, (e.g. hurricane or aircraft accident) any vacant hangar is subject to aircraft temporary occupancy at the discretion of Airport Manager or Designee, provided such occupancy is to protect the aircraft from potential exposure to loss or damage because of the emergency.
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