

## **AIRPORT REGULATIONS AND POLICIES**

### **PORT OF CAMAS/WASHOUGAL**

#### **Definitions**

“Airport” shall mean those areas within the airport and Port-owned lands nearby including land, air space above, and all buildings.

“Port” and “Lessor” shall mean the Port of Camas/Washougal.

“Director” shall mean the Executive Director of the Port of Camas/Washougal, and his agents.

“Lessee” shall mean the aircraft owner leasing a hangar or tie-down space.

#### **Term**

1. The lease shall have a minimum term of two months, and be month-to-month thereafter, subject to termination by written notice of thirty (30) days or more, given by Lessee to the Port, or 30-day notice by Port to Lessee.

#### **Rent**

2. In consideration of the use of the hangar or tie-down space, Lessee agrees to pay to Lessor the rental fixed for same by the Board of Port Commissioners in its Tariff Schedule, as now or hereafter amended, which rental is due in advance on the 1<sup>st</sup> day of each month.

3. Lessee agrees to pay a late charge per the Tariff Schedule on any rents which are not received in full by Lessor by the 10<sup>th</sup> day of the month it's due. Lessee agrees to be bound by the “Chronic Late Payment Termination Guidelines,” as now or hereafter amended, a copy of which is provided to all Airport Lessees.

4. The amounts due for rent may be changed by the action of the Port Commission, by amendment of its Tariff Schedule, during the course of the Lease Agreement. The Port Commissioners review the lease rates for the hangars and tie-down spaces annually with any rate adjustments effective the following January 1<sup>st</sup>. The Washington State leasehold excise tax may change by action of the Washington State legislature.

5. The hangar or tie-down space shall not be sublet or assigned without written permission of the Port's Executive Director. If granted, the sublessee shall be responsible for payment of the full normal monthly fee to the Port, and Lessee shall be responsible for payment of half of the normal monthly rent to the Port in order to retain continued right to occupy the hangar or tie-down space.

#### **Hangar Use/Occupancy/Storage**

6. The primary use of the hangars and tie-downs is for operational aircraft only. A vehicle may be temporarily parked in the hangar while tenant's aircraft is being flown or

repaired, for up to 30 days, without prior authorization. In the event Lessee is building or refurbishing an aircraft, progress reports may be requested at each inspection. [See Paragraph 15 and 22, below.]

7. Lessee shall not store or use, nor allow others to store or use, flammable and/or volatile liquids/materials such as paint dope or aircraft and parts cleaning fluids in or about the aircraft, except motor oil, which must be stored in a covered container.

8. Lessee further covenants and agrees that Lessee will not use electrical and/or gas-fired heaters in or about leased hangar unless prior written approval is obtained from the Port's Executive Director.

9. In further consideration of the Lease of this space, Lessee covenants and agrees as follows:

- a. To use the hangar or tie-down space primarily for Lessee's aircraft as listed in their lease;
- b. To abide by all Port, local, state and federal regulations governing the operation of the airport, and aircraft at the airport;
- c. To maintain any aircraft hangared or tied down at the Lessor's facilities, other than those under construction or restoration, in a flightworthy and operational condition and to maintain the FAA certification for said aircraft;
- d. In the event Lessee's aircraft is an experimental or kit plane, Lessee will be allowed a reasonable period of time for completion. [See Paragraphs 15 and 22, below.]
- e. To provide a drip pan under the engine.

10. Helicopters are allowed to base operations at Grove Field.

11. With the exception of Ultralights, non-FAA approved aircraft are expressly prohibited from the airfield. (See FAA Part 103.)

### **Maintenance**

12. The following activities are NOT allowed in any hangar building at Grove Field:
- a. The starting and running of aircraft engines;
  - b. Use of open flame or open-flame-producing devices (i.e., cutting torch), welding, grinding, or any activity involving flammable or combustible liquids and/or explosive or corrosive vapors;
  - c. Paint spraying of any kind – flammable or non-flammable – or any other type of spraying in or around the hangars;

13. The Port allows preventive maintenance in all hangars as outlined in FAA FAR Part 43, except:

- a. refinishing
- b. application of flammable, combustible or corrosive preservative or protective materials. Non-flammable, noncombustible, non-corrosive materials may be applied, but only in such a way as to not mist, drop, or otherwise migrate to property owned by others.
- c. replacing *any* hose connections that contain fuel
- d. replacing prefab fuel lines
- e. cleaning/replacing fuel lines, strainers or filter elements
- f. replacing/servicing of batteries when no disconnect switch is available to isolate the electrical system.

14. Maintenance over and above FAA Part 43 is allowed only in the FBO building in accordance with the International Fire Code adopted by Clark County, and the rules and regulations as promulgated by Clark County and the State of Washington, both as now or hereafter amended.

15. The building of kit planes and experimental aircraft, to include engine installation where no fuel is present, or the rebuilding or refurbishing of an aircraft is allowed in all hangars when the work being done does not conflict with other regulations. The hangar building is not to be used as a support for a hoist system in any way. Progress reports on construction or refurbishing projects may be requested at each inspection. [See Paragraph 22.]

16. Changing out of engine oils may be conducted as long as the draining of the oil is into a closed system (i.e., a can with a hole in the lid and drain line into the can), and said activity is conducted over the drip pan provided by Lessee.

17. In the event a question arises regarding compliance, the Port may request a determination by the relevant authority.

### **Commercial Use**

18. No commercial use of facilities will be allowed unless an agreement is entered into with the Port under the conditions set forth in the Minimum Standards for the Provision of Commercial Services at Grove Field, adopted April 4, 2005, and as hereafter amended.

### **Fuel**

19. Aviation fuel is available through a card-lock system, operational 24/7.

20. "Self-fueling" of aircraft from portable containers by aircraft owners or operators is discouraged due to safety and liability reasons. However, those that wish to self-fuel will be required to complete an "Aircraft Owner Fueling Agreement and Permit," and abide by the

requirements therein. Self-fueling will only be permitted at the regular fueling area, and from state/county-approved containers.

### **Inspections**

21. Lessee shall allow the Port's authorized representatives access to the hangar at all reasonable hours for the purpose of examining and inspecting said premises, for the purposes necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions. When appropriate, Lessor will attempt to provide reasonable notice of the inspection to Lessee. It is the intention of the Port to have a minimum of two inspections per year, one during the month of April, and the second during the month of October, but the Port does not limit itself to these times.

22. When Lessee is building or refurbishing an aircraft, progress reports will be requested at each inspection. When no progress is apparent from one inspection to the next, the Director will notify the Lessee in writing, requesting a progress report. Further, if no progress has been made by the next regularly scheduled inspection, the Lessee will be requested to come before the Board of Commissioners to give a progress report. Lessor expects progress toward completion on a regular basis, with full assembly and operational status within two (2) years.

### **Amenities**

23. The Port will provide locks as required, and key(s) to secure the hangar. Lessee may not attach any additional and/or personal locks to the hangar.

24. Any improvements such as, but not limited to, lights, winches, or other additions to the hangar which are purchased and/or installed by the Port, become Port property and may not be removed or replaced without permission of the Director.

25. Any additions or enhancements to the hangar, which Lessee purchases AND installs (with the prior permission of the Director), may be removed and taken by Lessee at lease termination, *provided* such removal can be done without damage to Port property.

26. Vehicle access through the gate is via keypad combination, which may be changed at the Port's discretion. Notice of any change to the combination will be given to the then-current Airport tenants in a timely manner.

### **Airport Visitors**

27. Visiting aircraft shall be allowed to park at the guest tie-down area at the daily rate per the current Tariff Schedule.

28. All aircraft or vehicles using facilities or space within the airport areas will be subject to all of the charges, rules, and conditions as prescribed by Port Regulations and Policies, as now or hereafter amended.

29. Lessee's mechanics, guests, repairmen or employees of companies performing work on Lessee's aircraft shall obtain access through Lessee. Additionally, all work which is performed at the airport at the request of Lessee shall be performed in accordance with provisions set forth herein.

30. Those utilizing airport property shall obey all Port, municipal, county, state, and federal regulations and laws, and generally accepted safety standards and requirements, to insure that his/her actions or aircraft do not become a hazard to himself/herself or others in the airport area. The violation of federal, state, or local agency regulations governing airport lands or aircraft operations may be grounds for revoking a tenant's lease or the privilege of the use of the airport facilities.

31. Anyone present on or in the airport area and/or using airport facilities or equipment shall comply with any verbal or written signs or communicatives, including administrative and operational policies and procedures, issued or posted by the Director or the Port Commission.

#### **Denial of Use**

32. The Director may deny the use of the airport to any person and/or aircraft when such person has habitually violated airport regulations, by taking the following steps:

- a. Letter from the Director citing the violation; the steps required to be taken to correct the violation; and a time frame within which to comply.
- b. The third time a Lessee is cited for a violation, their lease may be subject to cancellation.

33. The Director may deny the use of the airport to any person and/or aircraft when:

- a. The person or aircraft constitutes a health or safety hazard; or
- b. the Director determines that an emergency exists, and the use of the airport would endanger or not be in the best interest of the airport or the public.

Written notice of the reasons for the Director's decision shall be provided at the time of denial, or within five (5) days thereafter.

#### **General**

34. The aircraft in each hangar or tie-down space shall be the property of Lessee. If more than one aircraft owner is storing airplanes in a hangar, each individual aircraft owner is required to execute a hangar lease agreement with the Port.

35. Any aircraft, vehicle, property, or equipment will be parked, and/or maneuvered in the airport area in a safe and orderly manner.

36. The Port Commissioners and/or Director may establish from time to time such reasonable traffic and parking regulations as may be required for orderly handling of aircraft and

vehicle(s) on the airport premises, including the posting of “No Parking” signs in areas adjacent to entrances and exits, and such other regulations as may be required. A vehicle parked in violation of any such signs or regulations may be towed and impounded at owner’s expense and will be released only after all charges and costs have been paid by owner.

37. The vehicle parking areas are to be used only for vehicular parking in connection with the use of the airport facilities. Living in or staying overnight for more than three days in campers, motor homes, travel trailers, or other “live-in” vehicles is prohibited.

38. No vehicles, equipment, persons, or pets are permitted on the runways, except as authorized by the Port for maintenance, inspections, or other operations as required.

39. No vehicles may be parked in front of hangar buildings at any time, except for the purpose of loading and unloading, after which the vehicle(s) must be moved either into the hangar while aircraft is being flown, or moved to an authorized parking area, with the exception of Port-authorized vehicles deemed necessary for maintenance, inspections, or other operations as required.

40. No vehicles or equipment are permitted to be operated or parked closer than 25’ from the edge of a taxiway, with the exception of Port-authorized vehicles deemed necessary for maintenance, inspections, or other operations as required.

41. Drinking of alcoholic beverages, except on licensed premises, is prohibited. Use, possession, or sale of non-prescribed controlled substances at the airport is prohibited. Operations of aircraft or vehicles at the airport while under the influence of alcohol or drugs are forbidden.

42. No garbage, trash, oil, fuel, debris or other material, liquid or solid, shall be deposited in the land area of the airport facilities, except into containers provided for that specific purpose.

43. Pets must be kept on a leash in all public areas in the airport area. The Airport is located in Clark County and is, therefore, subject to County ordinances regarding animal control.

44. All hangar tenants at the airport shall indemnify and save harmless the Port from the actions/omissions of any agents or invitees pursuant to the provisions herein.

45. The Port shall not be liable or responsible in any manner for the condition of any property brought to or used at the airport. All persons using the airport’s facilities are wholly responsible for the condition, securing, safekeeping, and proper use of any property brought to or used at the airport.

46. Posting of signs in the airport areas shall be subject to the approval of the Director.

47. Pilots are requested to start their take-off roll from the end of the runway so as to achieve as much altitude as possible prior to crossing Delp Road on the west or the mobile home court on the east.

48. Pilots are requested to fly straight out for 1000 ft. beyond the end of the runway and attain pattern altitude before making any changes, with a slight shift to the south when departing on Runway 7. (See attached traffic pattern.)

49. In consideration of area residents, nighttime flying should be kept to a minimum. Nighttime touch-and-go activities are prohibited.

50. Touch-and-go landings on runway seven are prohibited at all times.

51. It is requested that all owners of based aircraft carry adequate liability insurance. The Port recommends \$500,000 coverages.

52. Lessee agrees to pay the hangar fees specified in this Lease and to abide by all rules and regulations for the airport promulgated by the Port and all conditions of this Lease. The Port shall have a lien upon Lessee's plane or other property left in the hangar or tie-down space assigned to Lessee for all unpaid fees and charges. Should such fees remain unpaid for sixty (60) days or more, the Port may seize the aircraft hangared or stored subject to this agreement. The Port may move the property to storage, and may charge the Lessee the additional fees and charges related to said storage. The Port may proceed to close its lien under the procedures outlined in Resolution No. 10-97 adopted pursuant to RCW 14.08.122. The Port may also utilize any collection remedy authorized by federal, state or local statute or ordinances. In addition, the Lessor may, on written notice authorized by Washington State Law, terminate Lessee's rights under this Lease Agreement, without prejudice to the Lessor's right to collect rent and other charges until such time as the aircraft is actually removed from the airport. In case suit or action is instituted to enforce compliance with any of the terms or covenants of the Agreement or to collect delinquent fees, the Lessee agrees to pay, in addition to the costs and disbursements provided by statute, such additional sums as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in such suit or action. The remedies listed are not exclusive to any other rights which Lessor may have under other local, state, or federal laws.

53. Lessee shall indemnify and save harmless the Port from and against any and all liability, claims, damage, penalties or judgments arising from any loss, injury, death or damage to persons or property sustained by any person in or about the premises resulting, in whole or in part, from the act or omission of the Lessee, Lessee's officers, agents, employees, contractors, and sublessees, or of any occupant, visitor, or user of any part of the Lessee's assigned hangar or tie-down space.

Lessee further covenants and agrees to indemnify and hold harmless the Port against the claims of all and every person whomsoever arising out of or in any way connected with, directly or

indirectly, the Lessee's use and occupancy of the airport, or the operation or condition of Lessee's aircraft or assigned hangar space.

The Port shall not be responsible for or liable for, and Lessee, notwithstanding that joint or concurrent liability may be imposed upon the Port by a statute or court decision, hereby waives all claims against the Port for any damage or injury to any person or to any property on or about the premises subject to the Agreement between Port and Lessee, or upon the Lessee's aircraft or premises, during the term of said Agreement, and for liability, costs, and reasonable expenses arising out of any default by Lessee in observing any condition of said Agreement or the Port's Airport Regulations.

In the event any party shall bring suit to compel performance of or to recover for any breach of any covenant, agreement, or condition of this Lease, the prevailing party in said action shall be entitled to recover from the other party costs and reasonable attorney's fees.

*54. Signatures of tenant on Lease Agreement shall constitute applicant's admission of his familiarity with these regulations and agreement to comply with the same; but all persons using or on the airport shall be bound by these regulations whether or not they have signed an application or lease.*

55. ENFORCEMENT: The Port Commission authorizes the Director to enforce these regulations by written or verbal instruction. The Director may request persons violating these regulations to leave the airport areas and/or the Director may obtain the assistance of law enforcement officers to protect property, lives or preserve the peace. The Director may interpret the reasonable intent of these regulations to carry out the purposes so stated. If an aircraft owner has been notified to remove an aircraft from the Airport area for failure to comply with these regulations or due to the presence of an emergency, and fails to remove the aircraft immediately, or as specified in the notice, then the aircraft may be impounded by the Director, and may be removed by private contractor, charges for which will be assessed against the aircraft and/or its owner.