

CLARK COUNTY DEPARTMENT OF AVIATION
TIE-DOWN / SHADE HANGAR AGREEMENT

Airport:	<input type="checkbox"/> Henderson Executive Airport (HND)	<input type="checkbox"/> North Las Vegas Airport (VGT)	<input type="checkbox"/> Jean Sport Airport (0L7)	<input type="checkbox"/> Perkins Field (U08)
Tenant Name:				
Home Address:		City:	State:	Zip:
Billing Address: <small>(If different from above)</small>		City:	State:	Zip:
Cell: ()		Home: ()		Office: ()
Fax: ()		Email:		
Aircraft Make & Model:			Aircraft Tail Number:	
FAA Registered Owner: <small>(If different from Agreement Name above)</small>			Owner: ()	
Tie-Down Space #	Monthly Rental Fee:		Start Date:	
Shade Hangar Space #	Monthly Rental Fee:		Start Date:	

This Tie-Down/Shade Hangar Agreement (hereinafter the “Agreement”) is entered into on the start date identified in the table above (hereinafter the “Table”) at the airport marked in the Table above (hereinafter the “Airport”), by and between the County of Clark, a political subdivision on behalf of its Department of Aviation (hereinafter “Aviation”) and the entity or individual identified in the Table above under Tenant Name (hereinafter “Tenant”).

In consideration of the mutual covenants and agreements contained herein to be performed by the respective parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. **TERM.** The term of this Agreement between Aviation and Tenant shall be for an initial period of no less than six (6) months from the start date listed in the Table above. After the initial period, this Agreement shall continue on a month-to-month basis unless canceled by either party with thirty (30) days advanced written notice or terminated as provided for in Section 13.
2. **PREMISES.** Aviation agrees to lease a Tie-Down or Shade Hangar Space number to Tenant, as identified in the Table, in accordance with all of the terms and conditions provided herein. A “Tie-Down Space” shall be defined as an aircraft parking space on the open ramp area of the Airport. A “Shade Hangar Space” shall be defined as an open-sided structure with a roof covering. Both spaces will be assigned a number for the space allotted. Additionally, the Tie Down Space and Shade Hangar Space may be used interchangeably in this Agreement and shall hereinafter be referred to as the “Premises.”

The Premises shall be used only for the storage of the aircraft identified in the Table under Aircraft Make & Model (hereinafter the “Aircraft”). The Aircraft must be owned, leased, or under a long-term use agreement by Tenant. Tenant represents to Aviation that Tenant is an owner or part owner of the Aircraft

stored in the Tie Down Space or Shade Hangar Space assigned to Tenant. Tenant will have a period of no more than five (5) calendar days from the date of this Agreement to provide proof of registration, required insurance, and any other pertinent documents to Aviation to demonstrate ownership. Additionally, Tenant shall immediately notify Aviation in writing of any change in Aircraft ownership, leases, or substitution of the Aircraft listed in the above table. If Tenant obtains a new Aircraft, Tenant will have a period of no more than thirty (30) calendar days to provide the proof of registration, required insurance, and any other pertinent documents to Aviation.

- 3. PERMITTED USE.** Tenant shall not conduct any commercial aviation operation or business, including but not limited to air charter services, air taxi, flight instruction, aircraft rental, aerial sightseeing for hire or other related commercial activity.

Use of the Premises for storage of anything other than the Aircraft listed above, including but not limited to boats, RV's or other similar vehicles is prohibited. Personal vehicles may be parked within the Shade Hangar Space only at such times as the Shade Hangar Space is not occupied by the Aircraft and shall be centered so as not to obstruct aircraft operations in any way. Vehicles may not be parked on the open ramp.

- 4. RENTS AND FEES PAYABLE TO AVIATION.** Upon commencement of this Agreement, Tenant shall pay a minimum of six (6) months nonrefundable rent to the address provided by the Airport representative. Thereafter, rent is due on or before the first day of each month. The rent shall be in the amount stated in the Table. Rent and all additional charges shall be paid promptly when due, without notice or demand and without deduction, diminution, abatement, counter claim or setoff of any amount or for any reason whatsoever, to Aviation. Aviation retains the right to readjust the rental fees at any time during the term of this Agreement with thirty (30) days advance written notice.

Security Deposit: Tenant shall provide a security deposit equivalent to two (2) months of the total rent. In the event of a default by Tenant, Aviation may use all or any part of the security deposit for the payment of any unpaid rent or for any other monies owed by Tenant to Aviation. Upon termination of this Agreement, any portion of the security deposit not so used or applied shall be returned to Tenant, provided Tenant faithfully performs its obligations hereunder, by mail within thirty (30) days after the termination of this Agreement. The security deposit shall not be applied by the Tenant toward the last month's rent. Proof of payment of the deposit is required for any remission.

Late Payment: Without waiving any other right of action available to Aviation in the event of default in payment of rentals hereunder, if Tenant is delinquent in paying Aviation for a period of thirty (30) days or more, Aviation shall be entitled to, and Tenant will pay to Aviation, interest at the rate of twelve percent (12%) per annum on all amounts unpaid until the total amount is paid in full.

Gate Access Card and Vehicle Decals: Upon execution of this Agreement, Tenant may request one (1) gate card for vehicular access to the Airport, which shall be issued at the sole discretion of Aviation. A gate card deposit will be collected at the rate in effect at the time of issuance. Additional gate cards may be obtained by request for persons directly associated with the authorized Aircraft and Tenant. Vehicle decals will be issued for each authorized vehicle at no additional charge. Decals must be affixed to the assigned vehicle as directed by Aviation.

Tenant covenants that it will, at all times, maintain the integrity of the Airport's Security and Card Access System as defined in the General Aviation Operating Directives available at <http://www.vgt.aero/Tenantsupport> or at <http://hnd.aero/Tenantsupport>.

Should Aviation be cited for any civil penalty due to Tenant's negligence, Tenant shall reimburse Aviation for any monetary civil penalty which may be imposed.

Upon termination of this Agreement by either party, all gate cards and all vehicle decals issued to Tenant and other authorized individuals on behalf of Tenant must be surrendered to Airport.

5. INSURANCE. During the entire term of this Agreement, Tenant agrees to provide and maintain the required insurance listed below:

- A. **Aircraft Liability Insurance** coverage for injury to persons and property damage, and such other coverage as may be necessary to protect Aviation from such claims and actions by Tenant, either on the Airport or within the Premises. Said insurance shall have limits of not less than One Million (\$1,000,000) Dollars. Tenant agrees to name **Clark County, Nevada, its elected officers, appointed executives or other officers, other employees, agents, volunteers, members of boards, and Commissioners of the County of Clark** as additional insured on any Aircraft Liability insurance policy intended for protection under this Agreement.

- B. **Automobile Liability** in an amount of not less than Five Hundred Thousand (\$500,000) Dollars combined single limit "per accident," **OR** Two Hundred Fifty Thousand per person / Five Hundred Thousand per accident (\$250,000 / \$500,000) Dollars – bodily injury **and** Two Hundred Fifty Thousand (\$250,000) Dollars per accident – property damage. Such coverage may be maintained in the form of an umbrella policy or "excess liability coverage". Said automobile liability insurance does not require Clark County to be named as an additional insured. **REQUIRED FOR AIRFIELD ACCESS ONLY.**

Best's Key Rating: The rating of the insurance company's financial strength shall be "A VIII" or stronger, as published in the latest Best's Key Rating Guide, and shall be fully disclosed within the Certificates of Insurance.

30 Day Notice: Certificates of Insurance will provide a thirty (30) day written notice provision to Aviation for cancellation or coverage reduced for any policy.

Aviation shall have the right, from time to time, on not less than thirty (30) days' notice, to require tenant to increase the amount or type of coverage to be maintained under this Agreement.

It is expressly understood by Tenant that the receipt of any required insurance certificate(s) by Aviation hereunder does not constitute agreement that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. Further, the failure of Aviation to obtain certificates or other evidence of insurance from Tenant shall not be deemed a waiver by Aviation. Nonconforming insurance shall not relieve Tenant of its obligation to provide the insurance specified herein. Non-fulfillment of the insurance conditions by Tenant hereunder may constitute a material breach of this Agreement and Aviation retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this Agreement, in Aviation's sole discretion.

6. FEDERAL AVIATION ADMINISTRATION (FAA) NATIONAL BASED AIRCRAFT INVENTORY. Tenant agrees that by signing this Agreement, the Aircraft listed in the Table will be entered into the FAA National Based Aircraft Inventory as being based at a Clark County Airport. The registered Aircraft may not be listed as based at any other Airport.

7. **ASSIGNMENT AND SUBLEASING.** Tenant shall not sublet, assign or otherwise transfer to any other person the Tie-Down or Shade Hangar assigned under this Agreement. Any assignment, sublease or delegation made without the written consent of both parties shall be null and void. Additionally, any attempt by Tenant to sublease or assign the Premises may result in the termination of this Agreement.
8. **TAXATION.** The privileges granted in this Agreement may be subject to taxation and/or assessment. In such event, the Tenant shall pay before any delinquency, all taxes or assessments which at any time may be levied by the State of Nevada, Clark County, or City where the Aircraft is located or any other tax assessment levying body upon the Tenant's property, improvements, or fixtures located on the Airport.
9. **TENANT OBLIGATIONS.** Tenant agrees to:
 - A. Keep the assigned Premises clean and shall remove rubbish, debris, waste material and anything unsightly or detrimental to health, or likely to create a fire hazard, or that is conducive to deterioration. Tenant will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored or brought upon or released on, under or about the Premises. Tenant shall be responsible for all damages to the Premises caused by Tenant's acts or negligence. In the event Tenant does not promptly repair any damage to the Premises for which Tenant is responsible, Aviation reserves the right, in addition to any other rights or remedies available to Aviation, to make such repairs, at Tenant's expense, the cost of which shall become due and payable as part of Tenant's next monthly rental payment.
 - B. Properly secure the Aircraft with tie-down chains provided by the Department of Aviation. Tenant will be responsible for inspecting the tie-down chains for wear and inform the Department of Aviation of any unsatisfactory condition. It is the Tenant's responsibility to ensure the Aircraft is securely tied-down. Any damage to Tenant's Aircraft, adjacent aircraft or other property caused by the Tenant's failure to properly secure the Aircraft, shall be the sole liability of the Tenant.
 - C. Provide a copy of the Aircraft registration and certificate of insurance upon execution of this Agreement and at each renewal period.
 - D. Be responsible for the proper removal and disposal of all Hazardous and Regulation Substances, as defined herein, generated by Tenant as a result of Tenant's activities in, on and from the Premises. Such removal and disposal from the Premises and Aviation property shall be accomplished in accordance with Airport, local, state and federal guidelines. Additionally, environmental contamination, which impacts Aviation as a result of Tenant's improper handling, disposal, release or leakage of any regulated substances while utilizing the Premise, shall be the sole responsibility of Tenant. Tenant shall also be responsible for the safe and proper removal of all regulated substance it generates in conjunction with its use and occupancy of the Tenant upon termination of this Lease. For purposes of this provision, "Hazardous and Regulated Substances" shall mean any hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated now or in the future by and federal, state or local law, rule, regulation, ordinance, statute or order or by common law decision, including without limitation, petroleum products or byproducts.
10. **MAINTENANCE OF AIRCRAFT.** All maintenance activities on the Airport shall be in compliance with the General Aviation Rules and Regulations and Operating Directives, as may be amended from time to time. Tenant shall take all steps to ensure that the performance of such maintenance does not cause any discharge of fluids such as oil, fuel, hydraulic fluid or other hazardous waste on the Premises. All tools and/or equipment used during any maintenance activity or any debris generated by such

maintenance shall be contained within the Tenant's Premises so as to not create any safety hazards or damage to adjacent aircrafts or Airport tenants.

Tenant shall not engage or use the service of a person for hire in connection with any Aircraft work, maintenance or repair of Aircraft on the Premises. Tenant shall not perform major repair or maintenance work or non-routine, non-preventative maintenance on the Aircraft at the Premises without the prior written approval of the Airport Manager. Tenant shall not engage in any commercial maintenance activities on the Premises. This provision shall not limit the Aircraft owner from performing routine, preventive maintenance on the Aircraft as permitted by the Federal Aviation Regulations. Under no circumstances shall the Tenant perform the following activities:

- A. Application of flammable finishes, including but not limited to, paint, dope, chemical stripping, epoxy and resins.
- B. Making, breaking or repairing any fuel system connections or components, including but not limited to carburetors, valves, lines, and tanks.
- C. Washing or painting the Aircraft.
- D. Welding or storage of welding equipment.
- E. Use of open flames or other sources of ignition such as electric or fuel heaters.

11. RULES AND REGULATIONS. Tenant hereby agrees to be bound by all General Aviation Airports Rules and Regulations, FAA Regulations, Airport Tenant Improvement Manual, Operating Directives, Minimum Standards, Airport Environmental Compliance Handbook, Airport Security Program, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, all environmental laws, and will immediately, upon request, verify compliance to any such requirement. Tenant must adhere to the Airport Rules and Regulations and Operating Directives, as may be amended from time to time. Tenant agrees to be subject to any fines and/or administrative assessment or penalties resulting from violations of any General Aviation Airports Rules and Regulations and Operating Directives. Tenant will keep current municipal, state, or federal licenses or permits. Tenant may access the applicable General Aviation Airports Rules and Regulations and Operating Directives at <http://www.vgt.aero/Tenantsupport> or at <http://hnd.aero/Tenantsupport>.

12. SECURITY. Tenant agrees to comply with all security measures that may be imposed from time to time by Aviation or any other applicable government agency. Additionally, it is understood by the parties that Aviation is not responsible for the security of any of Tenant's property. All Tenant employees will obtain and display proper identification in accordance with prevailing Airport regulations for all areas of the Airport where required.

13. TERMINATION BY AVIATION. Aviation may terminate this Agreement by providing thirty (30) days prior written notice to Tenant for any of the following reasons:

- A. Failure to pay the rental charges when due and the continuance of such failure for a period of ten (10) days after receiving written notice from Aviation.
- B. Tenant fails to abide by any applicable federal, state, and local laws, ordinances, rules and regulations, directives, or minimum standards.
- C. Tenant fails to keep insurance policies in effect as required under this Agreement.

- D. Tenant voluntarily abandons any of the Premises leased or assigned to it and fails to communicate with Aviation for a period of six (6) months or more.
- E. Any violation of the terms and conditions of this Agreement.

Upon the expiration or termination of this Agreement, Tenant shall surrender the Premises to Aviation in substantially the same condition as the Premises was in at the beginning of this Agreement and in good and clean condition, reasonable wear and tear expected. Tenant shall be responsible for any and all damage to the Premises caused by Tenant's use. Should Tenant remain in possession of the Premises after termination of this Agreement, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable on written notice by Aviation to Tenant, at double the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the term of this Lease. The tenancy at sufferance shall be subject to all of the other terms, covenants and conditions of this Agreement insofar as the same may be applicable to a tenancy at sufferance, without prejudice to any remedy which Aviation may have against Tenant for holding over unlawfully, provided, however, that if Tenant holds over with the prior written consent of Aviation, the rent installments will not be doubled as herein provided above.

The Director of Aviation or designee has the authority to act on behalf of the Board of County Commissioners for all purposes of this Agreement, including the ability to terminate this Agreement as set forth herein.

- 14. INDEMNITY.** Tenant agrees to indemnify and hold Aviation and the County and their respective officers, directors, agents, customers, contractors, subcontractors, invites, guests and employees harmless from and against any and all claims (including, without limitation, third party claims from bodily injury or real or personal property damage) and against all liability, loss, demand, judgments or other expense, including, but not limited to, defense costs, expenses, and reasonable attorney fees, imposed upon Aviation by reason of injuries or death of persons, including wrongful death, and damages to property caused during and because of Tenant's use or occupancy of Airport property or the Premises or any actions or non-actions of Tenant, its officers, employees, agents, guests, or other representatives, including movement of Aircraft or vehicles, provided, however, that such indemnity will not apply as to any negligent act or omission solely that of Aviation, its employees, agents or representatives.

Additionally, Tenant shall indemnify, defend and hold Aviation, the County and their respective officers, directors, agents, customers, contractors, subcontractors, invites, guests and employees harmless from and against any and all claims (including, without limitation, third party claims from bodily injury or real or personal property damage), actions, administrative proceedings (including information proceedings), judgments, damages, punitive damages, penalties, fines, taxes and assessments, liabilities (including sums paid in settlement of claims), interest, impairments, losses, fees and expenses (including attorney's fees and expenses incurred in enforcing this provision or collecting any sums due hereunder), consultant and expert fees, together with all other costs and expenses of any kind or nature, including any and all expenses for cleaning up or disposing of any such Hazardous and Regulated Substances arising from or caused by Tenant's use of the Premises. Tenant shall have responsibility for any environmental damages, which preceded Tenant's initial date of use of the Premises. Tenant's obligations and liabilities under this Section 14 shall survive the expiration or termination of this Agreement.

- 15. DISCLAIMER OF LIABILITY.** AVIATION HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES AVIATION FROM ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS OR INVITES DURING THE TERM OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO

LOSS, DAMAGE OR INJURY TO THE AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY AVIATION'S GROSS NEGLIGENCE OR INTENTIONAL WILLFUL MISCONDUCT, THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL AVIATION BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE).

16. **AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION.** Aviation reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment regardless of the desires or views of Tenant and without interference or hindrance by the Tenant. Further, Aviation retains the absolute right to maintain, repair, develop and expand the terminal building, any other Airport facility, Airport improvement or Airport property free from any and all liability to the Tenant for loss or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development or expansion.
17. **FORCE MAJEURE.** Aviation shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature due to circumstances beyond Aviation's reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, an Act of God, fire, severe weather disruptions, accident, strike, labor dispute, riot, war or any other cause beyond Aviation's control.
18. **QUIET ENJOYMENT.** Aviation agrees that, on payment of the rentals and fees and performance of the covenants, conditions and agreements on the part of Tenant to be performed hereunder, Tenant will have the right to peaceably occupy and enjoy the Premises.
19. **GOVERNING LAW.** This Agreement will be interpreted under and governed by the Law of the State of Nevada.
20. **DEFAULT.** This Agreement shall be breached if (a) Tenant shall default in the payment of any rental payment within fifteen (15) days of its due date; (b) Tenant shall default in the performance of any other covenant herein, and such default shall continue for ten (10) days after written notice thereof from Aviation; (c) To the extent the Tenant is a corporation and shall cease to lawfully exist under the laws of the State of Nevada; (d) a petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement; (e) Tenant assigns its property for the benefit of creditors; or (f) the discovery by Aviation that any material information provided by Tenant related to this Agreement is materially false.

In the event of a breach of this Agreement by Tenant, Aviation shall, at its option, and with notice to Tenant, have the right to terminate this Agreement and to remove the Aircraft and any other property of Tenant from the Premises using such force as maybe reasonably necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer. Exercise by Aviation any of the rights specified above shall not prejudice Aviation's right to pursue any other remedy available to Aviation in law or equity. The receipt of money by Aviation from Tenant after termination of the Agreement, the giving of notice to Tenant, or the commencement of suit prior to the receipt of such payment shall not waive or affect said notice, suit, or judgment.

21. **RELATIONSHIP OF PARTIES.** The relationship between Aviation and Tenant shall always and only be that of Aviation and Tenant. Tenant shall never at any time during the term of this Agreement become the agent of Aviation or Clark County, and Aviation shall not be responsible for the acts or

omissions of Tenants, its employees or agents. Additionally, this Agreement is intended solely for the benefit of County and Tenant and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large.

22. **NOTICES.** All notices to be given to Tenant hereunder shall be in writing and shall be sent by certified mail to the billing address shown in the Table, or to such other address as Tenant may have furnished by prior written notice. All notices sent to Aviation shall be in writing and shall be sent by certified mail to: Clark County Department of Aviation, PO Box 11005, Airport Station, Las Vegas, NV 89119-1005.

Any notices permitted or required to be given by the terms of this Agreement shall be effective upon mailing and shall be deemed sufficient if mailed by United States mail, with proper postage and address affixed. Should either party change their address, that party shall notify the other party within thirty (30) days after the change.

23. **INTEGRATION.** This Agreement constitutes the entire agreement between the parties and supersedes any prior independent agreements between the parties related to the Premises. Any change or modification hereof must be in writing signed by both parties.
24. **SUCCESSORS BOUND.** This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.
25. **SEVERABILITY.** If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.
26. **WAIVER.** The failure of either party to enforce any of the provisions of this Agreement at any time, or to require performance by the other party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, not in any way affect the validity of this Agreement, or the right of any party to enforce each and every provision.
27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the day and year written in the Table above.

CLARK COUNTY, NEVADA

BY: _____

SIGN: _____

PRINT: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:
Deputy District Attorney

BY: _____
TIM BALDWIN

The form of this Agreement has been approved as to form by the District Attorney's Office on _____.

The form of this Agreement has been approved by the Board of County Commissioners on _____.