

**PORT OF COLUMBIA COUNTY
SCAPPOOSE AIRPORT
HANGAR TENANT LICENSE**

THIS LICENSE made and entered into this _____ day of _____, _____, between the PORT OF COLUMBIA COUNTY (its Commissioners, employees, agents, or registered volunteers; hereafter "Port"), a municipal corporation of the State of Oregon, and _____ (an individual, partnership, or corporation; to include any employees, officers, or agents), as Licensee (hereafter "Licensee"). For the purpose of this agreement, the definitions which shall apply are those set forth in Resolution 2009-12, as amended, known as "The Minimum Standards for the Scappoose Airport" (hereafter SA). In consideration of the mutual covenants of the parties, it is hereby agreed as follows:

1. **AGREE TO LICENSE:** The Port hereby permits Licensee to use Building #____, Hangar # _____, (hereafter "Hangar"), at SA on the terms and conditions and for the license fee provided in this Hangar License. This License shall commence on the date entered above and shall continue indefinitely until terminated as hereinafter provided.
2. **PERMIT FEE:** Licensee shall pay to the Port \$_____per month payable in advance on the 1ST day of each month without invoicing. Non-receipt of statements shall be no defense against charges owed the Port under this License.
3. **LATE FEES:** Fees not received by the close of business on the 5th business day of the month are considered past due, and the Licensee will be charged a \$25.00 late fee. Any dishonored check will be treated as unpaid, subject to the same late fee plus a \$25.00 processing fee.
4. **ATTORNEY'S FEES:** If Licensee's account is sent to an attorney for collection, Licensee promises and agrees to pay reasonable attorney's fees and collection costs, at trial and on appeal, and even if no action is filed. If legal proceedings are brought to enforce the terms of this License, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other such sums as allowed by law.
5. **AMENDMENTS TO LICENSE AGREEMENT:** Licensee acknowledges that the Port may periodically amend the fee schedule or other provisions of this License. Licensee hereby agrees to thirty (30) day written notice of any such changes, which shall automatically amend this License without any other act of the parties. Any amendment shall apply to all such fees and other provisions set by the Port.
6. **PERMITTED USE:** Licensee shall not use or occupy, nor permit the Hangar to be used or occupied, for any business use or any purposes that would constitute waste, nuisance, or damage to the reputation of the premises. The Hangar shall be used to:
 - A. House the Aircraft listed below, which must be owned or leased by the Licensee;
 - B. Store the necessary aircraft ground handling equipment associated with said Aircraft;
 - C. Park the Licensee's automobile if it is on Airpark premises while Licensee's Aircraft is out of the Hangar.
 - D. Store aviation-related items (in addition to the Aircraft identified below) Aircraft must always have unrestricted entrance to and egress from Hangar.
 - E. House airworthy aircraft. Aircraft being repaired or assembled must show measurable progress towards achieving airworthiness within a reasonable amount of time. Licensee to provide the Port with progress targets and a timeline for completing repairs/assembly.

7. **INSPECTION OF HANGAR:** Licensee has examined the Hangar and agrees that it is received "As Is". The Port makes no warranty or guarantee of any nature whatsoever concerning the physical condition of the Hangar, and it is agreed that the Port will not be responsible for any loss, damage, or costs which Licensee may incur by reason of any such physical condition. The Port shall have the right to inspect the Hangar at any reasonable time to determine adherence to fire, sanitary, health, and safety requirements, for maintenance, and to verify compliance with this agreement. In case of emergency, the Port, its agents, and employees shall have immediate access to the Hangar.

8. **AIRCRAFT SALE:** Licensee shall have the right to sell Licensee's Aircraft, subject to the following conditions:

- a. Written notice of any sale must be given to Port in advance;
- b. Licensee must accompany all prospective buyers onto Port property;
- c. The buyer may not take possession of the licensed Hangar unless and until a new license agreement has been signed;
- d. The Port has the sole option, at its discretion, to terminate this agreement without cause and refuse to enter a new license with the buyer of the Licensee's Aircraft. Purchase of the Aircraft is no guarantee of hangar space;
- e. Licensee is responsible for informing the buyer of these conditions.

9. **REPAIRS AND MAINTENANCE:** Licensee shall notify the Port promptly of any problems or malfunctions related to the Hangar, and the Port shall address such problems in a timely manner. Licensee shall make no modifications or installations of any nature inside or outside of Hangar without express approval by Port and otherwise keep Hangar in strict compliance with rules and regulations as adopted by Port.

10. **NUISANCE-FREE:** Licensee shall at all times be obligated to keep the Hangar free from refuse and waste material of any type and nature whatsoever and to dispose of such refuse and waste material promptly and in accordance with state and local regulations.

11. **SUBSTITUTE HANGAR:** The Port may require Licensee to move from the Hangar to another designated Hangar from time to time to accommodate repairs, restructuring, and/or remodeling of airport facilities. Licensee hereby agrees and consents to said change. If, in the sole judgment of the Port, it is necessary for the operation of SA to change the Hangar of the Licensee, the Port will give Licensee prior notice of intent to relocate any property of Licensee.

12. **INSURANCE:**

POLICY REQUIREMENTS: Throughout the term of this License Agreement, Licensee shall keep the Aircraft which is owned or leased by Licensee insured against loss by fire and other hazards, covered by a standard form of insurance policy with sufficient policy limits to allow clean up, salvage and otherwise fulfill all requirements as a responsible party in the event of any loss. In addition, Licensee shall procure and continuously maintain during the term of this License Agreement general liability insurance with combined single limits of not less than \$1,000,000 (one million) for bodily injury and property damage for any one accident or occurrence. The insurance policy shall (a) name the Port of Columbia County as an additional insured, and (b) be evidenced by certificates furnished to the Port bearing endorsements requiring that at least thirty (30) days written notice to be provided to Port prior to any change or cancellation of the policy. It shall also include contractual liability coverage for the indemnity provided under this License. The insurance shall be in a form sufficient to protect Licensee and the Port against claims for bodily injury, death, or property damage arising from the use, occupancy, or condition of the Hangar. The Port may, by written notice to the Licensee, demand that the limits of such insurance be raised. Failure to do so within 30 days of notice shall act to immediately terminate the License.

13. **COMPLIANCE WITH LAWS AND PORT REGULATIONS:** Licensee, at its sole expense, shall comply with all rules and regulations of federal, state, and municipal authorities regarding Licensee's planned use of Hangar. Licensee also agrees to be bound by and comply with all regularly adopted rules and regulations of the Port for SA, as described in Section 3.7 of the above-mentioned Minimum Standards for SA (Port Resolution 2009-12, as amended). A copy of Section 3.7 is attached hereto and made a part of this agreement.

14. **DEFAULT:** Licensee shall be in default if Licensee shall fail to pay the rent herein required within thirty (30) days after the due date. Licensee shall also be in default for failure to perform any other provision (other than nonpayment of rent) within thirty (30) days after receiving written notice of such default from the Port. If the default (for reasons other than nonpayment of rent) is of such a nature that it cannot be cured within thirty (30) days, Licensee shall commence the necessary curative action within the thirty (30) day period and proceed with this curative action with due diligence. In the event of any default, the Port shall have the right to terminate this License by notice in writing to the Licensee and retake possession of the Hangar either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Licensee's Aircraft and personal property in accordance with the surrender provisions below, together with the right to recover any unpaid rent, damages to the premises and costs of recovery of the premises, in addition to other remedies provided by law. Licensee waives service of notice of intention by the Port to re-enter or of instituting legal proceedings. In addition, and at its option, the Port may terminate Licensee's right to license a Hangar at SA thereafter, all without prejudice to the Port and collect fees and charges under this agreement until Licensee's Aircraft and belongings are removed from the Airport.

15. **SURRENDER:** If at any time the Licensee is in default or otherwise violates the provisions of this agreement and/or the rules and regulations of the Port for SA, Licensee shall surrender Hangar to the Port and shall remove any remaining Licensee property from SA. If Licensee fails to comply with this provision, the Port may, without advance notice, take possession of Licensee's Hangar and its contents without any further procedure and without instituting any formal legal proceedings. The Port is authorized to store, use, sell or dispose of said Aircraft and personal property to pay the Port's costs or damages arising from Licensee's holdover or any other violations of this agreement.

16. **TERMINATION:** This License may be terminated by either party at any time and without cause by giving thirty (30) days written notice in advance of intent to terminate to the other party. The effective date of termination is the last day of the month following the 30-day period. Licensee is responsible for all rent and other payments due during the 30-day period after written notice of termination is given to the Port. Fees continue to accrue until such notice is given. **X** _____

17. **RESTRICTION ON ASSIGNMENT:** Licensee acknowledges that this License is personal to the Licensee. Licensee shall not assign, sell, sublease, loan, or otherwise transfer the Hangar and its contents without the prior written consent of the Port.

18. **NOTICES:** Unless otherwise specified in writing, any notice required or permitted under the License shall be given when delivered to or when deposited in the U.S. Mail, as addressed below:

To PORT: Port of Columbia County
P.O. Box 190
Columbia City, OR 97018

To LICENSEE:
(Mailing Address)

19. HOLD HARMLESS: Licensee agrees at all times to hold harmless and defend the Port against any claims and demands arising from the negligence of the Licensee, his or her agents, invitees, employees, or guests, and Licensee does specifically acknowledge that the Port is not liable under any circumstances for any loss or damage to Licensee's person or other property

The Port assumes no responsibility or liability for (a) any loss or damage to the Hangar caused by Licensee, his or her agents, invitees, or employees; (b) any loss or damage to personal property of Licensee, his or her agents, invitees or employees; and (c) any injury to Licensee, his or her agents, invitees or employees.

20. CHOICE OF LAW: For all claims and proceedings, the laws of the State of Oregon shall be binding and controlling law and any proceedings shall be filed and maintained exclusively in Columbia County Circuit Court.

21. SEVERABILITY: If any provision hereof shall be determined to be unlawful or in conflict with any governmental rule or regulation, such provision shall be deemed severable from this agreement and the other terms, provisions, and agreements herein contained shall continue in full force and effect; provided, however, that if any provision so invalidated shall be unconscionable to hold either party bound by the terms hereof, such party may, at its option, terminate the License by notice in writing at any time within thirty (30) days of finding or determining such invalidity or conflict. If the other party disputes whether the same shall constitute grounds for termination under this provision, this License Agreement shall remain in full force and effect until the matter may be finally adjudicated.

ADDITIONAL TENANT INFORMATION:

BUILDING & HANGAR NUMBER: _____

LICENSEE NAME: _____

TELEPHONE NUMBER: (Hm/Work) _____ (Cell) _____

ADDRESS & PHONE: _____

E-MAIL ADDRESS: _____

LEGAL OWNER OF AIRCRAFT (IF OTHER THAN LICENSEE):

NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: (Hm/Work) _____ (Cell) _____

WHEN OWNER CANNOT BE REACHED:

NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: (Hm/Work) _____ (Cell) _____

AIRCRAFT: (TO BE STORED IN HANGAR)

AIRCRAFT MAKE/MODEL/YEAR: _____

AIRCRAFT REGISTRATION NUMBER: _____

INSURANCE COMPANY/PHONE: _____

POLICY NUMBER: _____

EXPIRATION DATE: _____

INSURANCE AGENT/PHONE: _____

❖ **PROOF OF INSURANCE IS REQUIRED** prior to tenancy at Scappoose Airport. Submit a certificate of insurance with this form. Port of Columbia County must be endorsed as an additional insured.

LICENSEE AGREES TO THESE TERMS AND CONDITIONS, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING SECTION 3.7 OF "THE MINIMUM STANDARDS FOR THE SCAPPOOSE AIRPORT", WHICH IS A PART OF THIS AGREEMENT BY REFERENCE.

DATED: _____ PORT INITIALS: _____

LICENSEE NAME: _____



SIGNATURE: _____