

Delta Heritage Air Park Hangar Rental Policy March 2019

This policy is intended to provide information to tenants about the management of hangar and tie-down space at the air park. Questions and disputes should be forwarded to the Air Park Operating Committee (DapCom) for resolution.

Table of Contents:	Page
I: Definitions	1
II: Hangars covered by Rental Policy	2
III: Key Points of Agreement	2
IV: New Tenant Agreement	3
V: Sub-Letting, Temporary Occupancy and Vacancies	3
VI: Hangar Space Improvements and Repairs	4
VII: Hangar Use	4
VIII: Rent Payments	6
IX: Termination of Rental Agreement	6
X: Hangar Wait List (HWL)	7
XI: 10: Hangar Availability and Assignments	7

I: Definitions:

- a. *The Air Park* Delta Heritage Air Park
- b. *Metro Vancouver*: The landlord and owner of the air park
- c. *Recreational Aircraft Association, Chapter 85: (RAAC85)*
The “Operator” and a signatory to the agreement with Metro Vancouver Parks.
- d. *DapCom*: Delta Heritage Air Park Operating Committee. A management group appointed by RAAC Chapter 85 in agreement with Metro Vancouver Parks, to represent all users of the air park.
- e. *Hangars and Tie-down Chairman*: The DapCom committee member who has been designated as responsible for administering and managing the Hangar Rental Policy.
- f. *Tenants*: Aircraft owners who have rented designated hangar spaces or tie-down spaces under agreement with the operator.
- g. *Temporary Tenant*: An aircraft owner, who temporarily parks his/her aircraft in a Tenant's hangar space for a limited period of time, under agreement with the tenant and with the approval of DapCom.

- i. *Agreement Documents*: A Tenant shall be required to sign two documents:
 - 1. A Contract for Aircraft Parking
 - 2. Indemnity Release Agreement
- j. *Hangar Waiting List (HWL)*: A prioritized list of persons waiting for a hangar. The HWL is administered by the Hangar and Tie-Down Chairman.
- k. *Applicant*: An individual who is listed on the Hangar Waiting List

II: Hangars Covered under the Hangar Rental Policy:

- a. H1: The hangar complex (12 T Hangars) south of the Coffee Shop and closest to the dyke.
- b. H2: The hangar complex (12 T Hangars) immediately south of the Coffee Shop.
- c. H3: The West Stand Alone Hangar. (Sometimes called the Harvard Hangar)
- d. H4: Hangars attached to Coffee Shop designated as H4 series
 - i. H4 E East hangar
 - ii. H4 M Middle hangar
 - iii. H4 W West hangar
- e. H5: Hangars attached to the Barn
 - i. Hangar H5N. A lean-to Hangar on the north end of barn
 - ii. Hangar H5MN: Interior Middle North
 - iii. Hangar H5MS: Interior Middle South
 - iv. Hangar H5S: A small lean-to storage space south end of Barn
- f. *The RAA T-Hangars Complex and RAA workshop. Since these are managed by Chapter 85, there may be slight differences in management policy. For instance, a tenant in the RAA hangar complex must be a member of Chapter 85 RAA. An RAA tenant is allowed to rent one space only in the RAA T-Hangar complex

III: Key Points of this Policy:

- a. Hangars and tie-down spots are rented to pilots, for their operational aircraft, which they own and can fly.
- b. Aircraft ownership is established as owners names found in the Transport Canada Civil Aviation Registry and/or the equivalent organization in the United States of America, (FAA)
- c. Hangars are to be used for the storage and maintenance of an owner's aircraft.

IV: New Tenant Agreement:

- a. **Agreement between Parties:** This agreement shall be between the Operator (RAAC85) and the designated tenant.
- b. In order to rent and occupy a hangar for the purpose of storing an aircraft, it must be airworthy or in the process of being prepared for airworthiness and the tenant must own the aircraft in question.
- c. Aircraft ownership is established as owners names found in the Transport Canada Civil Aviation Registry or the equivalent organization in the United States of America, i.e. the FAA.
- d. Tenant shall be required to sign, agree to and abide by all terms of the following agreements:
 - a. A Contract for Aircraft Parking Space
 - b. An Indemnity Release Agreement
- e. A tenant must be familiar with the Delta Heritage Air Park: Commitments, Airpark Operating Rules and Procedures, the circuit procedures published in the Canada Flight Supplement and our Good Neighbour Policy 2005.
- f. **Multiple Tenants:** A tenant can be a group consisting of several owners, or a company. They shall be required to specify a single person (a representative tenant) to sign for the group. All terms and conditions of the agreements shall pertain to all members of the group. All members of the group must sign the agreement. The agreements shall not be transferable. It is the responsibility of the tenant representative to make sure all documents are signed and current.

If, in the case of multiple owners, the representative tenant leaves, the remaining tenants shall appoint a designated representative for the group. All cases of multiple owner changes will be brought before DapCom for consideration.

V: Sub-Letting, Temporary Occupancy and Vacancies:

- a. Periodically a hangar may become available for a temporary time. The (principal) tenant may elect to sub-contract his hangar space to another (temporary) tenant. In this case the principal tenant will contact existing tenants to determine if any wish to occupy the temporary hangar. If no existing tenants wish to rent the existing hangar then the principal tenant may select a temporary tenant of their choice, and with the approval of DapCom, sublet the hangar to that person.
- b. The temporary occupancy may be for a period not to exceed 6 consecutive months. The temporary tenant shall be required to sign a Contract for Aircraft Parking and an Indemnity Release form, and shall abide by all the terms and conditions of both

notwithstanding the 6 month sub-rent period. Extended sub-rent periods may be applied for, and shall be granted at the discretion of DapCom.

- c. All hangar rental rates are outlined in the Delta Air Park Hangar Rental Schedule. This schedule applies to Hangars which are under a sub lease agreement. It is not permissible to sublet a hangar and charge a rate in excess of that schedule.

Vacancies:

- d. Generally tenants shall not allow a hangar space to be vacant of aircraft for any extended period. If left vacant for a time considered by DapCom to be extended, the rented space shall be forfeited and the Contract for Aircraft Parking cancelled. However extended periods of vacancy may be applied for, if required, and they may be permitted at the discretion of DapCom.

Death of a Tenant:

- e. Upon the demise of a tenant, his/her heir is permitted to take over and become the new tenant. If no such heir is designated, the hangar may continue to be rented by the estate for a period of time, and at the discretion of DapCom, to allow the affairs of deceased to be settled.

VI: Hangar Space Improvements and Repairs:

- a. Tenants are encouraged to improve and maintain their hangar space. However, any and all such changes must be carried out with the prior approval of DapCom.
- b. From time to time some hangars covered under the “Hangar Rental Policy”, which are in need of major repair or upgrade, shall be designated as “Hangar under Repair”. In this case tenants may be directed to relocate the contents of the designated “Hangar under Repair” to allow repairs to be completed. The operating committee, DapCom, will attempt to make alternative hangar space available during the period of repair. If alternative hangar space is not available, such as in emergency repairs, the rental charges for that period of unavailability shall be credited to the tenant’s account.

VII: Hangar Use.

Hangars shall be used for the storage and repair of owner's aircraft, including tools, equipment and supplies, which are required for maintenance and minor repairs.

NB: It is strongly recommended that tenants add hangar insurance to their aircraft liability coverage policy.

- a. Tenants will be expected to keep their hangar space tidy and clean.

- b. Tenants shall respect the right of other tenants to hangar their aircraft in a clean and secure environment, and shall not cause airborne or other contamination to disperse through the hangar.
- c. Tenants shall accept that as a condition of renting in a T hangar, neighboring aircraft wings and empennages may overlap which may result in interference with neighboring aircraft. All Tenants shall avoid such interference whenever possible and shall be responsible for any damage that might be sustained to neighbor aircraft as a result of any such interference
- d. Aircraft engines shall not be run in hangars. Aircraft pushed out of hangars for the purpose of running engines shall be operated in accordance with standard airmanship procedures. (E.g. prop wash will be directed away from other hangars and aircraft).
- e. Fuel shall not be handled in hangars. Hand fueling or drainage of aircraft fuel tanks is prohibited in or near hangars.
- f. Only minor repairs and aircraft maintenance shall be permitted in hangar spaces and, when clarification is needed, at the discretion of DapCom. Procedures which are potentially harmful to neighboring aircraft are prohibited. For example spray painting of aircraft is prohibited in T-Hangars.
- g. Electrical service capacity and lighting is limited in all hangar spaces. High intensity heat lamps and heaters are prohibited and tenants should minimize the use of equipment with high electrical load. Small trickle chargers are permitted.
- h. Acetylene welding and gas cutting is prohibited in hangars.
- i. Tenants are responsible for the security of their aircraft and possessions and shall coordinate security measures with other tenants in T hangars. The operator must have access to all hangars for security and safety reasons (Firemen, Police, etc). Tenants are required to submit a key copy and lock combinations to DapCom if applicable.
- j. Aircraft shall be washed only at the airpark wash station, if spraying equipment is used. Cleaning of the aircraft in the hangar space may be carried out if other aircraft are not affected, for example if washing is completed by hand or washing and wiping from a bucket of water.

VIII: Rent Payments:

- a. Hangar Rents are summarized in the Delta Air Park Hangar Rent Schedule available from the Operating Committee.
- b. The rental system operates on a calendar basis.
- c. Hangar rent payments may be made with cheques or cash only. Cash payments will require a receipt issued from the Hangar Chairman for record keeping purposes.

- d. Payments may be made with post dated cheques, dated from 1st January to the 1st of December, for the forthcoming year. They shall be delivered to the Hangar and Tie-Down Chairman no later than the 31st December of the year prior. DapCom prefers that cheques be submitted in quarterly, semi-annually or annual installments.
- e. The hangar rent term shall be month to month and shall be from the first day of the month to the end of the last day of the same month, and post dated payment of rent shall not be construed as an equivalent extended rent term.
- f. New tenants commencing occupancy during the year shall deposit a rent cheque dated the 1st of the commencing period of tenancy and submit post dated cheques for the remaining periods of the year. (A rental period is defined as three months, six months, or 12 months.)
- g. Tenants may make advance payment of rent up to but not to exceed the last month of the year. No discounts are available for advance payment.
- h. Nonpayment of rent may result in termination of the rental agreement. A tenant in arrears will be allowed a one month grace period commencing from the beginning of the delinquent month to make good on the outstanding rent owing. Failure to pay the outstanding rent at the completion of the grace period shall result in a notice to commence termination procedures. DapCom will commence action to recover any outstanding monies. Unpaid rentals shall be subject to an interest payment of 2% per month or as determined by the Operator.

IX: Termination of Tenant Agreement.

A Tenant agreement can be terminated for the following reasons:

- a. Termination of the airpark license agreement with Metro Vancouver.
- b. Nonpayment of rent.
- c. Persistent non compliance with the Hangar Rental Policy.
- d. Conviction of the rent holder of a criminal charge that involves direct use of the tenant's aircraft at the airpark, and/or the use of airpark facilities.
- e. Illegal use of the airpark and airpark facilities.
- f. Malicious damage by a rent holder to property and facilities at the airpark.
- g. Deliberate and persistent contravention of the Airpark Flight Operation Procedures
- h. Aggressive or threatening behavior or language towards any committee member, other tenants or airpark visitors.

X: Hangar Wait List. (HWL)

- a. The HWL will be compiled and maintained by the Hangar and Tie-Down Chairman. Tenant's names will be recorded and hangars awarded on a first come first served basis.
- b. Any person is eligible to be listed on the HWL. Before that person can occupy a hangar, he or she must own the aircraft, complete the required documentation and be approved by DapCom.
- c. These applicants will be listed on the HWL after completing a Contract for Aircraft Parking Space, an Indemnity Release, submitting the same to DapCom with payment of a reserve fee of \$100 non refundable.
- d. Applicants may withdraw from the HWL at any time but will not receive a refund of their reserve fee.
- e. Available hangar space shall be offered to "Ready" status" applicants only, on a HWL priority basis. If an applicant declines the offer of a hangar space, he/she shall maintain their position on the HWL as per the Hangar Wait List Policy.
- f. Applicants can only have one listing on the HWL at one time.
- g. Existing tenants may submit their name to be added to the Wait List for a second hangar.

XI: Hangar Availability and Assignments:

a. Existing Tenants:

In the event a hangar becomes available on the field, a two stepped procedure takes place. In the first step, The Hangar and Tie-Down Chairman will contact all existing tenants who have expressed an interest in another hangar space to determine if they are willing to move to the newly vacated hangar. If two existing tenants have expressed an interest, the hangar is awarded to the tenant with the most tenant seniority.

Existing tenants have first priority in the acquisition of newly vacated hangars,

If no existing tenant is interested in the hangar in question, the next person on the hangar wait list (HWL) is offered the hangar.

b. Box Hangars: In the event a tenant wishes to rent a box hangar, he/she must inform the Hangar and Tie-Down Chairman and the assignment of that hangar must be approved by DapCom prior to occupancy.

Note: DapCom reserves the right to revise this policy from time to time.

Approved: This policy has been reviewed by the Delta Air Park Operating Committee (DAPCOM) and has been approved by RAA Chapter 85 19.03/19