



TOWN OF MARANA  
 MARANA REGIONAL AIRPORT  
 Phone#: (520) 382-8053 / Email: mra@maranaaz.gov  
**OPEN TIE-DOWN PERMIT**

Effective Date \_\_\_\_\_

**Please select one of the options below for occupancy of tie-down or apron space for your aircraft:**

Monthly \_\_\_\_\_ 3 Months \_\_\_\_\_ 6 Months \_\_\_\_\_ 1 Year \_\_\_\_\_ Other \_\_\_\_\_

**PERMITTEE INFORMATION**  
**\*\*REQUIRED \*\***

(Primary – **ALL NOTICES WILL BE SENT HERE** – It is your responsibility to keep this information current)

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_ **Please Indicate Primary Phone #** \_\_\_\_\_

**SECONDARY CONTACT INFORMATION**

Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**AIRCRAFT INFORMATION**

Aircraft Registration # \_\_\_\_\_

Aircraft Make & Model \_\_\_\_\_

Aircraft Maximum Certificated Takeoff Weight:

|  |                                     |      |                  |
|--|-------------------------------------|------|------------------|
|  | Aircraft Under 5,000 lbs            | Rate | \$60.00/month    |
|  | Aircraft 5,000 lbs to 7,499 lbs     | Rate | \$85.00/month    |
|  | Aircraft 7,500 lbs to 12,499 lbs    | Rate | \$135.00/month   |
|  | Aircraft 12,500 lbs to 24,999 lbs   | Rate | \$200.00/month   |
|  | Aircraft 25,000 lbs to 49,999 lbs   | Rate | \$300.00/month   |
|  | Aircraft 50,000 lbs to 99,999 lbs   | Rate | \$632.00/month   |
|  | Aircraft 100,000 lbs to 200,000 lbs | Rate | \$1,250.00/month |
|  | Aircraft 200,000 lbs to 300,000 lbs | Rate | \$2,000.00/month |

## **AGREEMENT**

The undersigned Permittee hereby requests space at Marana Regional Airport in order to park the aircraft described above in an open tie-down. In consideration of the request being granted, Permittee agrees to the following:

### **1. REGISTRATION**

- A. Permittee shall provide the Airport Director with a copy of the permanent FAA Certificate of Aircraft Registration that has been completed for the aircraft to be stored under this Permit, before occupying the space.
- B. If Permittee has only a temporary registration or if there is any change of aircraft ownership, Permittee shall have 90 days in which to acquire a permanent registration or another aircraft before this permit is canceled.
- C. If the registration is not in the name of the Permittee, a copy of a valid exclusive lease or other documentation showing an adequate possessory interest in the aircraft, satisfactory to the Airport Director, shall be provided.

### **2. COMPLIANCE**

- A. Permittee shall abide by the current and all updated:
  - 1. Marana Regional Airport Rules and Regulations, as codified in Marana Town Code Title 15
  - 2. Town of Marana codes and ordinances
  - 3. Federal and state statutes
  - 4. Regulations of the Federal Aviation Administration
  - 5. Environmental laws regarding the handling, discharge, release and disposal of hazardous substances.
- B. Use of aircraft shade ports and tie-downs shall be subject to the following restrictions, pursuant to Town Code Section 15-2-9:
  - 1. No aircraft maintenance shall be performed in the open tie-downs, shade ports, or any aprons without the approval of the Airport Director. This subparagraph does not apply to minor maintenance activities, such as air filter replacement, and emergency repairs.
  - 2. No equipment or materials may be stored in shade ports or tie-downs unless used for the operation and maintenance of the based aircraft assigned to the shade port or tie-down. The Airport Director may approve the storage of additional items on a case-by-case basis.
  - 3. Oily rags, oil waste, rags and other rubbish and trash may only be stored in shade ports or tie-downs in metal containers with self-closing, tight-fitting lids that are approved by the Airport Director or the fire department and must be secured to prevent spillage.
  - 4. Disabled or otherwise non-airworthy aircraft may not be parked in the shade ports or on open tie-down parking ramp. This includes but is not limited to aircraft with deflated tires, missing external parts (e.g., propeller, cowling), and expired registration. Aircraft in this condition must be removed from the airport or temporarily relocated to a hangar, subject to aircraft hangar rules that prohibit the indefinite storage of nonoperational and derelict aircraft.
  - 5. Portable aircraft and vehicle batteries may be charged in shade ports or tie-downs only while the based aircraft owner, operator, or occupant is present, except for trickle type chargers with an automatic shutoff. Stationary storage battery systems must be installed and maintained in accordance with applicable fire codes.
  - 6. Tenants may have a tool box, ladder or container adjacent to their aircraft. These items must be secured by chain and lock under the aircraft.

7. Oxygen or any combustible or non-combustible compressed gas in a cylinder or portable tank may be stored in shade ports or tie-downs only if the cylinder or tank is secured and has pressure relief devices installed and properly maintained. Compressed gas cylinders or tanks not in use shall have a transportation safety cap installed. Compressed gas cylinders are subject to maximum allowable quantities per control area depending on their contents.
- C. Permittee shall be liable, at its sole cost and expense, for repair of any and all damage to the premises caused by the Permittee or guests, ordinary wear and tear excepted. Upon termination of this Agreement, Permittee shall return the premises to the Marana Regional Airport in substantially the same condition as it existed at the commencement of this Agreement, ordinary wear and tear excepted.
- D. Aircraft stored in the open tie-down area shall not leak fuel, oil, or other materials on the ground or apron.
- E. If Permittee fails to maintain the open tie-down space as required herein, the Town may take corrective action at the expense of Permittee upon seven days' notification.
- F. The Permittee shall notify the Airport Director in writing within ten days of any address changes or aircraft registrations changes.
- G. Aircraft shade ports and tie-downs shall be subject to annual and periodic inspections by the Airport Director, the fire department, building officials, and code compliance officers to ensure compliance with all laws, ordinances, and this title.
- H. Upon execution of this Agreement, Marana Regional Airport shall issue a gate access card to Permittee for Permittee's vehicular access to the premises subject to Permittee's execution of a gate access control card application. Permittee is responsible for the safekeeping of all gate access cards and their return at the termination of this Agreement. Unauthorized use by individuals other than the Permittee shall result in revocation of this privilege. Permittee shall immediately report any lost, stolen or damaged cards to the Airport Director's office.
- I. The privilege of using the airport and its facilities is conditioned upon the user's assumption of full responsibility and risk for that use. The Town assumes no responsibility for injury or damage to persons or property of persons, stored on, or using the airport facilities, by reason of fire, theft, vandalism, weather, storm, flood, earthquake, or collision, nor does the town assume any liability for injury to persons while on the airport or while using airport facilities. By using the airport and its facilities, the user releases and agrees to hold harmless and indemnify the town and its officers, employees and agents from and against any liability or loss resulting from that use.

### 3. RENT

- A. Rent is established as part of the Airport Rates and Fees by the Town of Marana, and is subject to periodic adjustment by the Town.
- B. Permittee shall pay the appropriate rental amount in advance for each month the open tie-down space is assigned to Permittee. The rent must be received by the Town on or before the first day of each month to avoid any late fees. Rent shall be considered late on the second day of the month, and Permittee will be assessed the late fee established by the Town.
- C. A monthly invoice will not be sent by the Town of Marana or the Marana Regional Airport.
- D. After the Permit has been in effect for three months or longer, and upon termination by either party, the last month's rent shall be prorated to the effective date of cancellation.
- E. Should Permittee become delinquent in rental payments, Permittee shall pay the town a late charge from the date the rent was due and owing until full payment has been made.
- F. There is a fee for returned checks for any reason. This fee is established as part of the Airport Rates and Fees by the Town of Marana, and is subject to periodic adjustment by the Town.
- G. The non-payment of rent or late fees is grounds for cancellation of this Permit.
- H. Two late fees in a 12-month period are grounds for cancellation of this Permit.
- I. Rental payments, changes of information and registration documents should be mailed to:

**Airport Operations Office  
Marana Regional Airport  
11700 West Avra Valley Rd., #91  
Marana, AZ 85653**

**4. STRUCTURAL MODIFICATION**

No structural or electrical modifications, painting or alterations shall be made to the open tie-down space without prior written approval of the Airport Director, and valid construction permits from the Town when required. Any improvements made by or on behalf of the Permittee shall become the sole property of the Marana Regional Airport upon termination of this Agreement.

**5. MOTOR VEHICLES**

- A. Short term vehicle parking is allowed in the open tie-down space while the aircraft is out flying. Vehicles parked in an aircraft parking area shall be parked in a manner so as to be completely contained in an aircraft parking area and to not obstruct adjacent aircraft parking areas or taxi lanes unless for the purposes of immediate and temporary loading, unloading, or staging of an aircraft.
- B. Vehicles shall be driven on the aircraft operations area (AOA) only by a licensed driver at a speed not to exceed 15 miles per hour. All motorized vehicles operated on the airport shall have a current registration as required by state law and shall be covered by the type and amount of vehicle liability insurance coverage required by state law. Permittee shall exercise all controls and restraints necessary as to its employees, agents, and invitees so as to comply with this Permit.

**6. ENGINE OPERATION**

No aircraft engine shall be operated in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

**7. PROPERTY DAMAGE**

- A. The Town of Marana assumes no liability for damage or loss to aircraft or other personal property stored under this Permit.
- B. Aircraft and other personal property are stored at the Permittee's sole risk.
- C. Any insurance protecting Permittee's personal property against fire, theft or damage must be provided by the Permittee. The Town shall have no obligation to provide such insurance.

**8. COMMERCIAL ACTIVITY**

No commercial or revenue producing activities shall be conducted or permitted from any open tie-down space without written approval of the Airport Director.

**9. ASSIGNMENT**

- A. Permittee shall not sublet, assign, or otherwise transfer to any other person any portion of the Premises, or any other right or privilege in or on any Airport property, without the prior written consent of the Airport Director.
- B. This open tie-down space is rented on a month-to-month basis for Permittee's aircraft storage only. Permittee shall not operate or conduct any non-aviation related activity on the premises or use for residential purposes.

**10. AMENDMENTS**

This Permit Agreement may be amended only in writing by the Airport Director.

**11. TERMINATION**

- A. This permit may be canceled by the Permittee upon ten days' written notice. Failure to notify Marana Regional Airport of intent to terminate the permit will result in Permittee being charge the next month's rent.
- B. The Airport Director may cancel this Permit, without or without cause, with ten days' written notice.
- C. This Agreement automatically expires or is deemed cancelled upon the death of Permittee; however, the surviving spouse, heirs, or estate of the Permittee shall be allowed a reasonable period of time, not to exceed six months, solely to arrange for the removal of the aircraft and other personal property items and to otherwise vacate the premises, provided that all rent is kept current during this period, but shall not otherwise be allowed use of the premises.
- D. Upon receiving notice of termination of this Permit Agreement, Permittee shall have 60 days to remove the aircraft in question from the airport. If the aircraft is not removed within 60 days, or other arrangements made with the Airport Director, a peace officer may seize the aircraft and notify the state of the seizure pursuant to A.R.S. § 28-8243 or the Town may sell the aircraft pursuant to A.R.S. § 33-1023.

**13. NOTICE OF LIEN**

The Town shall have a possessory lien, from the date rent is unpaid and due, on all personal property stored within the open tie-down space. Property stored on the open tie-down space may be sold to satisfy the lien if Permittee is in default. In order to provide notice of sale to enforce the Town's possessory lien, Permittee shall disclose any lienholder or secured parties who have an interest in property that is or will be stored in the open tie-down.

Lienholder Information:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Work Phone \_\_\_\_\_ Email \_\_\_\_\_

**14. AGREED AND ACKNOWLEDGED:**

\_\_\_\_\_  
Permittee Signature

\_\_\_\_\_  
Date

*Application Accepted and Approved by the Town of Marana:*

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*Name*

*Date*