



**Ernest A. Love Field  
Prescott Municipal Airport  
City of Prescott**

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DATE: 06-21-2013  
TO: All City Aeronautical Facility Rental Agreement Tenants  
FROM: Jeffrey S. Tripp, Airport Manager  
RE: Partnerships and Aircraft Leasing by Month-to-Month Rental Agreement

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Whereas it has been determined to be in the interest of the users of the city-operated month-to-month aircraft storage rental facilities at the Prescott Municipal Airport, whether aircraft hangar, covered tie-down or open tie-down, the following policy is hereby implemented under the authority granted by City Code 2-12-1.

This airport policy stipulates the additional requirements by the City under Section 8.B. of the aircraft storage rental facility agreement concerning partnerships and aircraft leasing. Tenants who currently have partnerships or lease aircraft will have until the termination of their present aircraft partnership or aircraft lease agreements to comply with this policy.

Section 8 of the aircraft storage facility rental agreement reads:

**8. TENANT RESPONSIBILITIES.**

- A. Tenant must be the owner or lessee of the aircraft identified in Paragraph 1 above.
- B. Tenant, if the owner of the aircraft, shall provide City with a copy of the current FAA Aircraft Registration Certificate and any current local registration certificates (if applicable). Tenant, if the lessee of the aircraft shall provide City with a copy of the current lease agreement between Tenant and Lessor/Owner of the aircraft. In addition to the foregoing, other evidence of ownership or possessory right may be required by the City before an aircraft may be stored pursuant to this Agreement. Tenant shall provide the City updated and current copies of the foregoing documents at least annually, or more often if so requested by the Airport Manager.
- C. Tenant shall comply with all statutes, ordinances, rules, airport policies and regulations that are applicable to Tenant's occupation of the premises.

Pursuant to the above Clause #8, the following policy will be in effect concerning the part ownership or leasing of aircraft to be stored in a city hangar, covered tie-down or open tie-down. In addition to the State and Federal registration, the City requirements under section 8.b. for part ownership or leasing of an aircraft by a tenant shall be:

**Part ownership of an aircraft:**

1. The tenant must own at least 50% of the primary aircraft to be stored. The tenant must provide a notarized original of the partnership agreement to the Airport Manager. The agreement must be acceptable in both form and content to the Airport Manager and the City Attorney and include the following clause:
  - (a) In the event of any conflict in terms between the aircraft storage facility rental agreement with the City and the partnership agreement, the terms of the aircraft storage facility rental agreement with the City shall prevail.
2. The tenant shall provide evidence of ownership to the Airport Manager in the form of:
  - (a) A copy the notarized bill of sale; and
  - (b) Evidence of the sales transaction on documents from a financial institution.

**Leasing an aircraft:**

1. The hangar tenant must provide a notarized original of the aircraft lease agreement to the Airport Manager. The agreement must be acceptable in both form and content to the Airport Manager and the City Attorney and include the following clause:
  - (a) In the event of any conflict in terms between the aircraft storage facility rental agreement with the City and the aircraft lease agreement; the terms of the aircraft storage facility rental agreement with the City shall prevail.

This policy, originally instituted on July 7, 2000, has been updated and is effective June 21, 2013 and until modified or deleted by the Airport Manager.

Jeffrey S. Tripp, A.A.E.  
Airport Manager

REV: 06/21/2013