

**HANGAR POLICY**

Approved 5/5/92  
Revised: 8/16/05  
Resolution 05-143

I. Application

A. Form Submittal

A one-time \$35.00 processing fee, payable to the Napa County Airport will be required when a prospective tenant requests to be placed on the Hangar Waiting List.

An individual who wishes to have his/her name removed from the Hangar Waiting List may do so by notifying the Airport office in writing. Reapplication to the Hangar Waiting List will result in the prospective tenant's name being added to the bottom of the Hangar Waiting List. Such reapplication shall require the payment of the \$35.00 processing fee.

B. Deposit Required

A \$100 non-interest bearing deposit will be required to be made to Napa County Airport when the name of a prospective tenant reaches number 10 on the Hangar Waiting List. The prospective tenant will be properly notified when this occurs by the Airport Office. If the deposit is not received within 10 working days, then prospective tenants name will be removed from the Hangar Waiting List. When a prospective tenant is assigned a hangar, the deposit will be applied towards the rental for the first month of tenancy.

An individual who wishes to have his/her name removed from the Hangar Waiting List may do so by notifying the Airport office in writing. Any paid deposit will be refunded. Reapplication to the Hangar Waiting List will result in the prospective tenant's name being added to the bottom of the Hangar Waiting List.

C. Hangar Size Specification

The prospective tenant will be provided, upon initial application, with diagrams and dimensions of existing hangars. From this information, prospective tenant shall specify the size hangar(s) he/she will accept. It is the sole responsibility of the prospective tenant to assure that the hangar(s) selected will properly accommodate his/her aircraft. While on the Hangar Waiting List, if a prospective tenant's hangar size requirements change, it is the sole responsibility of the prospective tenant to advise the Airport office of this change prior to being offered a hangar.

D. Notification of Hangar Offering

It is the prospective tenant's responsibility to keep the Airport office advised of his/her current address and telephone number. The Airport office will make reasonable attempt to contact a prospective tenant when a hangar becomes available for his/her occupancy. Failing an attempt to contact a prospective tenant by telephone, a certified letter will be sent to the last known address. If no response is forthcoming from the prospective tenant in ten (10) days, the prospective tenant's name will be passed over for the next eligible name. In the event that this occurs on three (3) consecutive occasions, with not less than thirty (30) days separating each attempt to contact the prospective tenant, the name of the prospective tenant shall be removed from the Hangar Waiting List, and any deposit made shall be forfeited.

E. Hangar Assignment

When a hangar becomes available for occupancy, the first person on the Hangar Waiting List who has specified that size hangar will be offered the hangar. Having been contacted, this person must respond within three (3) days in one of the following ways:

1. Accept the available hangar and assume occupancy.
2. Decline the hangar thereby moving from the first to the tenth position on the Hangar Waiting List.
3. Decline the available hangar, asking that his/her name be removed from the Hangar Waiting List. The deposit will be refunded.

F. Assignment of Hangar Without Aircraft Ownership

No occupancy of a hangar shall take place unless proof of ownership or lease agreement of an aircraft is supplied, or intent to purchase or lease is expressed. In the event of intent to purchase or lease, proof of ownership or lease must be received no later than 180 days from the date of hangar assignment. Failure to do so will result in eviction from the hangar and loss of position in the Waiting List.

II. Occupancy

A. Proof of Ownership/Liability Insurance

Upon assignment of a hangar, the tenant may house only an aircraft which he/she owns wholly or in part or leases. Upon demand, the tenant shall be required to provide proof of ownership of the aircraft and liability insurance indicating all registered aircraft owners within 30 days of such demand. Liability coverage must satisfy the amount specified in the Hangar License Agreement.

If the hangared aircraft is leased, a copy of the Lease Agreement must be submitted to the Airport office within 30 days of leasing an aircraft or occupying a hangar.

**B. Change of Ownership/Lease of Hangared Aircraft**

If, during occupancy of a hangar, a tenant sells or otherwise disposes of the hangared aircraft, occupation of the hangar may continue providing the tenant indicates an intent to obtain a replacement aircraft. Under no circumstances shall such "empty hangar" occupancy continue for more than 60 days from the sale date of previously hangared aircraft unless proof of ownership/lease of replacement aircraft is provided to the Director of Aviation.

**C. Subleasing of Hangars**

Subleasing is defined as the inclusion of one or more aircraft other than tenant's aircraft in tenant's hangar in such a way as to prevent the effective simultaneous occupation of the hangar by the tenant's aircraft and the "extra aircraft. Subleasing is not permitted, and will result in immediate eviction of the tenant from the hangar.

**D. Occupation of Hangar by Multiple Aircraft**

In the event of occupation of a hangar by multiple aircraft, each non-tenant must provide proof of ownership or lease agreement and liability insurance to the Airport office and written consent by "tenant". The limits of liability insurance will coincide with the amount required in the Hangar License Agreement.

**E. Aircraft Partnership/Hangar Interest Transfer**

Each partner in a hangared aircraft ownership/lease shall provide proof of ownership or lease agreement and proof of liability insurance coverage to the Airport office within 30 days of such aircraft partnership.

The tenant may transfer his/her interest in the hangar to a non-tenant aircraft partner after two years from the date of the aircraft partnership agreement has been on file with the Airport office.

F. Hangar Occupation as Contingency for Aircraft Sale

Aircraft sale contingent upon continuing hangar space is not permitted. The new owner will be considered a prospective tenant and must vacate the hangar upon purchase of the aircraft.

G. Vacating a Hangar

A written notice is required from the tenant to be received in the Airport office no less than 30 days prior to the next rent due date.

III. Hangar Trades

Individuals may elect to trade hangars, under mutual agreement and with approval of the Director of Aviation, with the following requirements:

- A. Each individual is a tenant and in full compliance to hangar license agreement.
- B. Each tenant must have occupied a hangar for a period of not less than 30 days.
- C. Written notification to the Airport office must be made at least 30 days prior to the anticipated trade date.
- D. Trade dates will coincide with hangar billing date.