

**TUMUT AERO CLUB
OCCUPATION OF
HANGAR LICENCE**

Term of Agreement:

From Date: ____/____/20__

To

Expiry Date: ____/____/20__

Aircraft Covered by Agreement:		
Registration	Make/Model	Value SAUD
Other Equipment in Agreement:		

The Parties to this Agreement are the Tumut Aero Club Limited (The TAC) and the Applicant _____ from now on will be known as (the Applicant).

Calculation of initial License Fee:

Registration	Aircraft Value ⁽¹⁾	No.	Storage Period Rate ⁽²⁾	Total (incl. GST)
Sub Total (1)				
Other Equipment			Period Rate ⁽³⁾	
Sub Total (2)				
All up Total				

- Notes: (1) Valuation category as appropriate - See separate rates list
 (2) Record period (weekly/monthly/etc) *per item* as appropriate
 (3) Minimum *per item* rate is the rate charged for aircraft value <\$49,999

Signatures to this Agreement:

Endorsed: on Behalf of Tumut Aero Club Ltd: _____

President

Secretary

SIGNED: by _____ APPLICANT _____

Billing Address: _____

Print Full Name

Date ____/____/____

WITNESS

Print Full Name

Complete and Return to TAC with Payment

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Print Full Name

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WITNESS _____

Print Full Name

Copy of information for your records

HANGAR OCCUPANCY LICENSE AGREEMENT WORDING

The object of this Agreement is for the TAC to approve in writing Occupation of space in a TAC owned and maintained hangar at the Council owned Tumut Airport Bombowlee Road, Tumut in hangars for which the TAC pays annual fees to Tumut Shire Council to have on the Tumut Airport for storage of aircraft, vehicles and other equipment (from time to time).

DEFINITIONS

"*Hangars*" means each of the hangar buildings owned by the TAC located on the Tumut Airport Property, but it does not include the Tumut Shire Council owned Terminal building.

"*Aircraft*" means any aircraft that is or can potentially be registered with:

- The CASA (general aviation fixed wing or rotary wing aircraft),
- The Australian Ultralight Federation (ultralight aircraft),
- The Hang Gliding Federation of Australia (mircolight aircraft)
- The Gliding Federation of Australia
- Any other approved flying device (e.g. gyrocopter, hot air balloon, etc)

"*Equipment*" means any item (e.g. trailer, partly built aircraft, trolley, motor vehicle, on occasions substance used for fire fighting, etc) that is not specifically an aircraft for the purpose of this occupancy agreement.

RELATIONSHIP BETWEEN THE PARTIES

1. It is the essence of this Agreement that the TAC gives the Applicant only a non-exclusive hangar space occupancy licence, determinable in accordance with this Agreement. The TAC does not grant a lease in respect any airport land.
2. The payment of any fee associated with storage of aircraft or other equipment by the Applicant within a TAC owned hangar **DOES NOT** include payment of any landing fee due to the Tumut Shire Council.
3. The Applicant is solely responsible to pay directly to the Tumut Shire Council the appropriate annual landing fees for each and every aircraft type which the Applicant stores within a TAC hangar.
4. The TAC will periodically provide a list of aircraft (type and registrations) with owner details to the Tumut Shire Council to enable the Tumut Shire Council to keep its records of permanent airfield users up to date.

TERM OF THE OCCUPATION LICENCE

For **Long Term** occupiers the license shall be renewable every year on 30 June for the following 12 month period. Renewal of agreement shall be for the entire year, license fees paid quarterly in advance, unless sooner terminated earlier in accordance with this Agreement. The Agreement shall commence on the date of endorsement of the Agreement by the TAC Committee.

For **Short Term** occupiers the Agreement shall commence upon the specified date for the specified period, subject to payment in advance and ratification by the TAC Committee at its next available committee meeting.

THE LAND AND BUILDINGS

1. The Applicant shall only use the buildings for the purpose set out in Schedule 1 to this Agreement.
2. The Applicant shall at all times ensure that their guests and visitors comply with the requirements of CASA, the Tumut Shire Council, the TAC, and any other relevant body (e.g. AUF, HGFA, etc) and the policy in relation to any activities on the land or in the buildings, including any regulation relating to safety of aircraft and control of traffic, etc.
3. No materials (e.g. containers of fuel for aircraft, etc) or waste matter is to be placed or stored by the Applicant within or outside the TAC buildings.
4. The Applicant shall not alter or improve any existing TAC building on the land known as the Tumut Airport without consent in writing from the TAC.
5. The Applicant shall not construct any new buildings, or alter or improve any other buildings on the land known as the Tumut Airport without Council's prior written consent.

OCCUPANCY LICENCE FEE

1. The occupancy licence fee will be determined in respect to the square metres of hangar space occupied, and shall be determined by the current TAC Executive and Club Captain, considering factors such as value of aircraft/other equipment/space availability/aircraft registration category/impact on the TAC Hangar Keepers Insurance Policy, etc.
2. The occupancy licence fee shall be entirely distinct and independent of any Council fees and charges.
3. All occupancy licence fees will be paid in advance.
4. The minimum charge for equipment storage will be equivalent to the hangar charge to store a HGFA registered microlight aircraft.
5. Short term licence fees are payable in advance, the minimum period for a short term occupant is to pay is 1 week (7 days) thereafter additional weekly fees are payable.

INSURANCE

1. The Applicant shall be responsible for any damage the Applicant caused to their licensed item(s), and any damage they cause to other any other item(s) stored within the TAC hangar arising from the activities of the Applicant, or any servant or agent of the Applicant, whilst on the land or in the TAC buildings.
2. Should the Applicant cause damage to TAC or other Applicants aircraft, vehicles or private property the TAC Executive and Club Captain will rule as to the full restoration procedures that will be made good within fourteen days of the incident, to the owner's and the TAC's satisfaction.

TERMINATION OF THE HANGAR OCCUPANCY LICENCE

1. This Occupation Licence may be terminated by either party with one month notice in writing
2. In the event of termination by the Applicant the rental must be paid to the date of termination.
3. Any Applicant who sub lets their licensed occupation space shall have their occupation licence terminated and be required to immediately vacate the hangar space occupied forfeiting any outstanding paid occupancy period.
4. If an Applicant no longer requires hangar space then occupancy will be terminated at the end of the period to which fees have been paid, no refund of unused monies will be made.

SUB LETTING OF HANGAR OCCUPANCY LICENCE

1. The Applicant shall not assign the benefit of this Agreement to any other party without the prior approval in writing from the TAC
 2. This occupancy license does not grant the Applicant permission to conduct a business from the TAC facilities. Any proposal to conduct a business from the TAC facilities, which needs to be approved by the TAC, requires a separate written consent from the TAC.
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SCHEDULE 1

The Applicant is permitted to use hangar space in accordance with the following:

1. The hangar space may be used generally for the storage and repair of aircraft owned by the Applicant.
2. The hangar space may be used for the final assembly of experimental, ultralight or other aircraft constructed and owned by the Applicant.
3. The Applicant will not conduct a flying training business from TAC facilities without written approval by the TAC Executive and Club Captain. Any approval issued by the Executive and the Club Captain shall be subject to Committee concurrence.
4. The Applicant will not conduct an aircraft maintenance training facility in the TAC buildings without written approval by the TAC Executive and Club Captain. Any approval issued by the Executive and the Club Captain shall be subject to Committee concurrence.
5. An aircraft owner may undertake any regulation permitted maintenance in the TAC hangar space they are licensed to occupy provided that at all times during and after said works the hangar is kept in a clean and tidy state. This includes removal and disposal of used oils, parts, etc at no cost to the TAC.
6. The Applicant and their guests/visitors will not use the TAC facilities for any social functions, sleeping or overnight camping without written approval from the TAC Executive and Club Captain.

7. In the event any relocation of aircraft or motor vehicles is required for the removal of the Applicant's aircraft or motor vehicle, the applicant will immediately restore the displaced aircraft or motor vehicles to their original position and close hangar doors. (i.e. Hangar doors are to be kept closed at all times other than when required to be opened for aircraft movement or maintenance).
8. Private arrangements made between owners of aircraft or motor vehicles stored within TAC owned hangars for use by others of the said aircraft or motor vehicle does not absolve the responsibility of the Applicant to ensure the security of Aero Club Hangars is maintained at all time during such use.
9. Storage of containers of fuel for use in aircraft within the TAC hangar is not permitted unless the fuel is stored in a manner that would be acceptable to the WorkCover Authority of NSW, CASA and any other relevant authority.
10. Temporary "conversion" of aircraft storage space to a motor vehicle storage space at no additional charge is permitted when the Applicant takes their aircraft away for an extended period (overnight minimum) and:
 - a. The motor vehicle can either be stored without interfering with access/egress movement of other aircraft, vehicles or equipment licensed to use the hangar, or
 - b. Arrangements are made to enable the movement of the motor vehicle by others, if necessary, whilst the Applicant is away
11. Aircraft must be left in a state capable of being moved so as not to block any access/egress path to another hangar space licensee's aircraft/motor vehicle/equipment when they wish to use their stored aircraft/motor vehicle/equipment.
12. Where it is not possible to move the Applicant's aircraft/motor vehicle/equipment by oneself without risking damage to another aircraft/motor vehicle/equipment assistance must be called for prior to moving any aircraft/motor vehicle/equipment.
13. Where an aircraft/motor vehicle/equipment has been disposed of and replaced by another aircraft/motor vehicle/equipment the existing hangar occupation license may be transferred to any new aircraft/motor vehicle/equipment provided the original aircraft/motor vehicle/equipment has been removed from the TAC hangar, or there is space for both to be stored within the TAC hangar. (i.e. automatic transfer of an existing occupation license to new aircraft/motor vehicle/equipment is not guaranteed).

