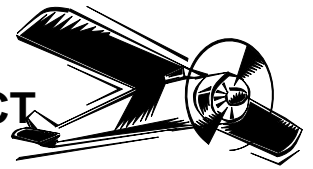


FENLAND AERO CLUB - AIRCRAFT PARKING CONTRACT



Fenland Airfield, Holbeach St Johns, Spalding, PE12 8RQ

Tel: 01406 - 540330 (Weekends) / Email: facsecretary@fenlandairfield.co.uk

FENLAND AERO CLUB AIRCRAFT OWNERS - PARKING CONTRACT

AIRCRAFT DETAILS:

A/C Make:	
A/C Type:	
A/C Registration:	
Insured A/C Value (For FAC Insurance Buildings & Contents Requirements):	
Name & Address of A/C Insurance Company:	
Please Provide a Copy of the Insurance Certificate (Not the Policy):	

**PRINCIPAL AIRCRAFT OWNER CONTACT DETAILS:

**Full Name:			
Address:			Post Code:
<input type="checkbox"/> E-mail:			
<input type="checkbox"/> Tel (Home):			
<input type="checkbox"/> Mobile:			
FAC Membership No:			
Do you have a FAC aviation fuel card?	*Yes / *No		
Do you have a Gate access key?	*Yes / *No		
Parking Slot Location:			

FAC PARKING CONTRACT

1.0. Introduction

- 1.1. The purpose and spirit of the Parking Contract is to ensure that owners are able to conduct their business without let hindrance or inconvenience from other aerodrome users and that all 'usage issues' are amicably resolved by the users themselves.
- 1.2. Fenland Aero Club parking is to provide an external parking slot in front of the New Hangar.
- 1.3. **All owners are required to read confirm and understanding (by signing) this contract and return this document to the Fenland Aero Club Secretary.**

2.0. Parking Contract

- 2.1. **The Parties** - this Lease is made between Fenland Aero Club, Jekils Bank, Holbeach St John, Spalding, Lincolnshire, PE12 8RQ hereafter called the **Lessor** of the one part; and

1,

_____ ,
hereafter called the **Lessee** of the other part. This lease is subject to the Fenland Aero Club rules, being a member of the Club, and payment of appropriate Club membership fee, parking fees, provision of ownership information; the Lessee may be allocated space on the parking area in front of the new hangar on the observance of the conditions set out below. It is hereby agreed that the Lessor shall grant a contract to the Lessee under the following terms:

- (a). **Lessee** - this lease agreement is personal to the Lessee only and no other person will be recognised as Lessee without prior written approval from Lessor. Aircraft stored will be for private non-commercial use unless authorised by separate agreement.
- (b). **Lease Period** - the lease shall continue for a period from **01 Apr to 31 Mar each (or part) year** and deemed to be **on a rolling one-month notice period**. The Lessor and Lessee shall each have the right to give one months notice of Termination of Lease.
- (c). **Payments & Overdue Payments** - payment will be by BACS / Standing Order / Cheque - is payable Quarterly (1st Apr / 1st Jul / 1st Oct / 1st Jan) in advanced at the appropriate rate set by the FAC Committee. Receipt of parking payment is regarded as acceptance of these conditions. Licensees that have payments due that remain outstanding after 30 days will be sent a warning to clear their debt. If after another fourteen days payment it is still not received the aircraft will be restricted from flying until such time the payment is received.

¹ Name of flying group or individual occupying FAC parking space(s)

- (d). **Allocation of Space** - the Lessee shall only use the space allocated to him. Lessor may require owners / groups to move aircraft parking locations when necessary, to maximise available space or to undertake aerodrome maintenance etc.
- (e). **Prevention of Damage** - the Licensee will not store or move his aircraft or any other equipment in any manner, which causes or is likely to cause damage to the aerodrome itself, other aircraft, equipment or property of persons.
- (f). **Indemnity** - the Lessee will immediately following an incident causing damage to any aircraft or equipment on the aerodrome and report such damage in writing to the FAC Secretary and to the owner of the aircraft or equipment that has been damaged and will indemnify the Lessor against any claim or damage arising from such incident.
- (g). **Security & Safety** - the Lessee will ensure that any unattached belongings or equipment are removed from the aircraft and stored securely at the Lessee risk. The Lessee should report any matter concerning safety or security of the parking area or aircraft parked thereon to the FAC Secretary (or a committee member) who will take the appropriate action.
- (h). **Owners Liability** - although all reasonable steps will be taken to ensure the security and safety of all aircraft parked, each aircraft group manager/owner agrees to sign to accept that his/her aircraft is stored at Fenland Airfield at his own risk and should satisfy him that the facilities are adequate for the purpose. FAC its employees, agents, associates or servants cannot be held responsible for any damage or loss however caused unless gross negligence can be proven. FAC is not liable for any damage to aircraft in 'parking slots' by other members or visitors. FAC will intervene and take relevant action but not necessarily limited to, any circumstances concerning the use of the parking areas and/or visitors to the parking area itself.
- (i). **Insurance** - it is the responsibility of each Lessee aircraft owner or group to insure against ground risks and have sufficient third party cover for incidents including damage by your aircraft, equipment or group members, other persons or aircraft from fire, explosion or other acts or omissions etc. The parking area is insured against public liabilities risks only. In addition to observing these conditions, the Lessee agrees to comply with any published requirements of the Airfield Insurers, which may be updated from time to time. The Lessee is to maintain individual insurance for liability to Third Parties in the sum of at least £2.5 million pounds and is recommended to take out a 'Fully Comprehensive Policy' covering fire damage and other risks as ***The Club will not accept responsibility for any damage caused to the Lessee aircraft.***
- (j). **Change of Circumstances** - the Lessee (aircraft owner/group point of contact) is solely responsible for notifying Lessor of any changes to the information supplied on this version of the form. These includes, but is not limited to, changes of ownership, renewal of Insurance and send a copy to the Club Secretary, changes to **Insurance Company, Policy Number or Hull Insured Value of the Aircraft.**
- (k). **Expiry of Lease** - the Lessee will be notified annually of the renewal of his Lease and the cost thereof. If the Lessee wishes to terminate his Lease, he may do so at anytime giving one months notice. He is to remove his aircraft from the aerodrome by the end of the month for which he has paid in advance.

- (l). **Termination of Lease** - the Lessor reserves the right to terminate this lease for any reason giving one months notice to the Licensee. At the end of this period, the Licensee is to remove his aircraft from the aerodrome. Failure to do may result in the aircraft being restricted from flying and charged at the same rate until it is removed.
- (m). **Notices** - correspondence from the Lessee should be sent to the Club Secretary. Correspondence to the Lessee will be sent via email or to his last known address in the UK or left attached to aircraft. All lessees are required to provide a current address, telephone number(s) and email address and to ensure that any changes are passed to the FAC Secretary within 14 days.
- (n). **Gate Keys** - gate keys may be issued to individual or group members of aircraft contracted to occupy Club parking space. Gate keys provided by the Club are chargeable; this charge is refunded on return of the key to the Club Secretary. Gate keys are NOT transferable and must be returned when the lease is terminated or individual / group members are no longer in parking occupation. Passing Club keys to non-FAC members is not permitted and only authorised FAC members are permitted to be in possession of Club Keys.
- (o). **Definition** - in this Lease, any expression referring to the masculine gender shall be deemed to include the female gender.

PRINCIPAL AIRCRAFT OWNER'S LEASE SIGNATURE:

3.0. Aircraft Owner Signature:

I hereby agree to the conditions set out at parts one & two in this lease above and those set out in the FAC Club Rules and safety arrangements.

Owner's Signature:	
Full Name:	
Date:	