

TENANT # _____

**DELTA HERITAGE AIR PARK
CONTRACT FOR AIRCRAFT PARKING SPACE**

OPERATOR: RECREATIONAL AIRCRAFT ASSOCIATION, CHAPTER 85
RR#3, 4101 – 104 Street, Delta, BC, V4K 3N3 (the “Operator”)

AIRCRAFT OWNER: _____
(the “Owner”)

MAILING ADDRESS: _____

email: _____

HOME PHONE NO: _____ BUSINESS: _____

AIRCRAFT TYPE: _____

REGISTRATION: _____
(The “Owner's Aircraft”)

IN CONSIDERATION of the Operator entering into this agreement and the mutual conditions and covenants set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator and the Owner agree as follows:

1. (a) The Owner hereby agrees to pay a monthly licence fee of _____ which shall be due and payable monthly in advance on the first day of each month. Payment for partial months shall be pro-rated accordingly. All cheques shall be made payable to the Metro Vancouver. Post dated cheques shall be required for all hangar rentals.
- (b) The Owner hereby acknowledges and agrees that the licence fee set out in Subsection 1(a) may be adjusted by the Operator from time to time and the Owner hereby agrees to pay any such adjusted licence fee..
2. (a) The Operator hereby permits the Owner to use the following aircraft parking space at the Delta Heritage Air Park for storage and maintenance of the Owner's Aircraft, on the terms and conditions contained in this agreement.

Aircraft Parking Space _____ Hangar or Tie Down (Circle one)
- (b) The Owner hereby acknowledges and agrees that the assignment of the above-noted aircraft parking space does not imply a permanent aircraft parking space and the Owner may, at the Operator's sole discretion, be required from time to time to relocate to a nother parking space to facilitate efficient storage of the various types of aircraft at the Delta Heritage Air Park.
3. The Owner shall have the right to use runway facilities for take-off and landing, subject to any rules adopted by the Delta Heritage Air Park Management Committee (DAPCOM) or posted or expressed by the Operator, including those attached hereto as Schedule A, as may be amended

from time to time, (the “Airpark Rules”) and all Governmental rules and regulations applicable to the Delta Heritage Air Park.

4. (a) The Owner hereby agrees to abide by, and ensure that all his or her guests abide by, the Airpark Rules and all Governmental rules and regulations applicable to the Delta Heritage Air Park.
 - (b) The Owner further agrees to be subject to the disciplinary process adopted by the Operator, and DAPCOM for any contravention of any such rules by the Owner or his or her guests, which may include termination of this agreement.
 - (c) The Owner acknowledges and agrees that personal information collected by the Operator, including information in this agreement, may form a part of records maintained by the Metro Vancouver for Air Park purposes. The Owner hereby consents to the release of such information to the public in relation to accidents, complaints and disciplinary action.
5. The Owner agrees that the aircraft parking space assigned is strictly for the storage and maintenance of the Owner's Aircraft and for no other purpose and no other aircraft may use the assigned aircraft parking space without the prior written consent of the Operator.
 6. The Owner may not operate private vehicles of any kind on the runway, taxiways or other aircraft movement areas except with the prior written consent of the Operator.
 7. The Owner may not sub-licence the assigned aircraft parking space or assign this agreement.
 8. The Operator may enter the tie down area or hangar space at any time, and carry out any necessary work in connection with the operation and maintenance of the Delta Heritage Air Park as may be required.
 9. The Owner represents that he or she is properly licenced and capable of operating the Owner's Aircraft. The Owner shall submit a copy of such licence to the Operator upon execution of this agreement and at such times as may be requested by the Operator.
 10. It is strongly recommended that the Owner maintain aircraft insurance on the Owner's Aircraft with a minimum of \$2,000,000 in liability coverage if the Owner's Aircraft contains four or less seats, or a minimum of \$5,000,000 in liability coverage if the Owner's Aircraft contains more than four seats.
 11. The Owner shall supply all equipment needed to tie down the Owner's Aircraft, at his or her expense, and the storage of the Owner's Aircraft shall be entirely at the Owner's risk.
 12. The Owner hereby acknowledges that the Owner and his or her guests use the Delta Heritage Air Park and its facilities completely at their own risk.
 13. This agreement shall be subject to the Owner executing an agreement, in a form provided by the Metro Vancouver, indemnifying and releasing the Operator, the Metro Vancouver and members of DAPCOM and the Delta Heritage Air Park Flight Monitoring Committee from any responsibility, liability, damage, claims or actions whatsoever, to which the Operator, the Metro Vancouver or such members may be subjected as a result of the use of the Delta Heritage Air Park or its facilities by the Owner or his or her guests, howsoever caused.

14. No animals are permitted on the Delta Heritage Air Park premises unless tethered at all times and under the direct control of the Owner.
15. Either party may terminate this agreement on one month's written notice sent by registered mail to the other at the addresses noted above.
16. Failure to comply with any of the terms of this agreement may result in termination of this agreement and the revocation of the Owner's Delta Heritage Air Park privileges.

DATED this _____ day of _____ 20_____

RECREATIONAL AIRCRAFT ASSOCIATION,
CHAPTER 85
by its authorized signatory:

OWNER

for DAPCOM