



San Bernardino International Airport Authority

Hangar Policies and Procedures

April 1, 2015

I. GENERAL

A. Hangar Eligibility

Approved entities (LESSEEs) may enter into a hangar rental agreement (Hangar Agreement) with the San Bernardino International Airport Authority (SBIAA). LESSEEs must be a minimum of eighteen (18) years of age and provide documentation that the LESSEE has an active Pilot License, Student Pilot Certificate, and aircraft ownership documentation. The following sets forth policies and procedures for SBIAA's Executive Hangars, T-Hangars, and a waiting list (Waiting List) for these hangars.

B. Qualifying for a Hangar

Upon SBIAA's notification to an applicant of an available hangar, applicant must provide the following documentation to the SBIAA within thirty (30) days:

- Certificate of Insurance for the aircraft to be stored with amounts and coverages required by the SBIAA as described in the Hangar Agreement.
- FAA registration listing the applicant as the owner or co-owner of the aircraft to be hangared, or otherwise complying with the SBIAA's requirement for aircraft ownership documentation as described in the Hangar Agreement
- Pilot License or Student Pilot Certificate
- Complete Hangar Agreement forms
- Valid driver license or government photo identification indicating applicant is at least eighteen (18) years of age
- Provide logbook entries indicating that the aircraft to be hangared meets the required FAA airworthiness inspection within the preceding twelve (12) months in order to qualify for the airworthy rate as described in Section V herein

Applicants that do not respond, or who are unable to complete the required documentation within thirty (30) days of SBIAA's notification of an available hangar will be removed from the Waiting List, and their Waiting List fee forfeited. Applicants are encouraged to monitor their position on the Waiting List in order to prepare the required documentation upon moving to the top of the Waiting List. Applicants who are, or have been, in default on any permit or agreement with SBIAA regarding airport hangars, or in violation of any airport rule, regulation, or requirement herein will be disqualified and be ineligible for a hangar at the SBIAA. Such applicants names will be removed from any existing Waiting List and their fee forfeited. Applicants will be notified in writing when their names are removed from the Waiting List.



C. Hangar Exchanges Between LESSEES

Hangar LESSEEs may voluntarily choose to exchange like spaces with another LESSEE with the same category of hangar (i.e., exchanging one T-Hangar for another T-Hangar) provided both LESSEEs agree to the exchange and have the prior written approval of the Airport Manager. Exchanges of hangars or other spaces from different categories (i.e. Executive Hangars to T-Hangars etc.) are not permitted. Hangars will be assigned by the Airport Manager in accordance with the policies and procedures set forth herein.

D. Subletting

Subletting of hangars, except as provided below is prohibited.

LESSEEs may request authorization to temporarily sublet their hangar for up to ninety (90) days by submitting a completed *"Request for Temporary Sub-Lease Agreement"* form to the Airport Manager. Temporary sublets will not be approved more than once in any one-year period or within nine (9) months following the end of any previous temporary sublet. Hangar LESSEEs may request authorization to store a secondary aircraft in their hangar by submitting a completed *"Storage Information for Secondary Aircraft in Hangar"* form to the Airport Manager. The LESSEE's primary aircraft of record must continue to be stored in the hangar.

E. Survivorship

Hangar LESSEEs shall have no right of survivorship.

F. Disposal of aircraft

If lessee disposes of any aircraft listed on the Hangar Agreement, the tenant shall notify the Airport Manager or designee in writing within fourteen (14) business days of the disposal. If the tenant sells, or otherwise disposes of, his/her aircraft, the tenant shall be allowed a period of 180 days to replace the aircraft. No interim tenancies or sublets will be permitted during this 180-day period, unless a Temporary Sublease Agreement is approved by the SBIAA. If tenant has not replaced the aircraft, as evidenced by the presence of such aircraft in the hangar, SBIAA will terminate the Hangar Agreement consistent with the termination provisions thereof.

G. Non-Airport Generated Garbage

Garbage, empty boxes, crates, rubbish, trash, paint, tires, batteries and other hazardous materials, papers, refuse, and/or litter of any kind shall not be placed, discharged, or deposited on the airport unless receptacles are specifically provided for such purpose – in which event, such disposals shall be restricted to that trash generated on the Airport and not transported from off-Airport locations.

II. HANGAR WAITING LIST

A. Waiting List Fee:



A non-refundable Waiting List fee will be assessed when an entity submits or re-submits an application for inclusion onto the Waiting List. The Waiting List fee for T-Hangars or Executive Hangars will be equal to the then current amount of one month's rent for the type of hangar which an applicant is signing up for. Upon reaching the top of the respective waiting list and entering into a Hangar Agreement, the applicants Waiting List Fee will be applied toward the then current security deposit amount as identified in the Hangar Agreement (less \$50 from the Waiting List Fee that will be used to cover costs associated with administering the Waiting List). Applicants who are unable to qualify, or choose not to accept the offered hangar within 30 days upon reaching the top of the Waiting List, or who are otherwise removed from the Waiting List will forfeit their entire Waiting List fee.

B. Hangar Selection by Applicant:

Each Waiting List applicant shall identify the aircraft tail number intended to be hangared. However, applicants may change their designated aircraft at any time prior to assignment of a hangar, providing the aircraft is owned by applicant in accordance with the Hangar Agreement. Applicants shall be assigned the smallest available type of hangar capable of physically accommodating the applicant's aircraft in terms of wing span, length and tail height (including sufficient clearances), regardless of the applicant's position on the Waiting List. Applicants shall be free to choose a specific hangar among those available of the applicable type.

C. Project Completion and Occupancy:

The initial hangar assignments will be made approximately 90 days prior to the completion of construction. It is the SBIAA's intent to complete the hangar assignments, and execute Hangar Agreements with the assignees during this 90-day period to ensure that assignees are ready to occupy their hangar as soon as permission for occupancy is received from the County Fire Marshal. SBIAA staff will contact assignees to arrange a meeting to finalize their respective Hangar Agreements. Assignees should familiarize themselves with the SBIAA Rules & Regulations, and the requirements contained in the Hangar Agreement in advance of the meeting in order to expedite the process of completing the Hangar Agreement. No assignee shall be permitted to occupy a hangar until the Hangar Agreement is fully executed, and the requirements thereof are fulfilled. Following the initial hangar assignments, the Waiting List will be administered in accordance with the procedures herein.

D. Eligibility for Waiting List

All applicants must be at least eighteen (18) years of age, pay the applicable fee, and show proof of a Pilot License or Student Pilot Certificate to be eligible to be added to a Waiting List. Applicants are not required to own an aircraft at the time they apply to have their name placed on the Waiting List; however, they must meet all of the eligibility requirements in order to qualify for a hangar upon reaching the top of the list.

E. Maximum Number of Times an Entity may be a LESSEE or Appear on the Waiting List

An entity may not appear more than four times on the Waiting List. A Waiting List applicant who is already a LESSEE of four (4) hangars, and who reaches the top of the Waiting List for a particular hangar category shall be required to surrender an existing hangar in order to accept the new



hangar. The four (4) hangar limit as described above may be temporarily suspended for a specific hangar category if the number of entities on the Waiting List for that hangar category is reduced to zero (0). The four (4) hangar limit, will not be reinstated until twelve (12) months after the Waiting List for that hangar category is reactivated and a minimum of five (5) entities have added their name to the Waiting List. The SBIAA will notify LESSEEs in writing of any such aforementioned reinstatement of the four (4) hangar limit.

F. Declining a Hangar

An entity at the top of the Waiting List for a particular hangar category (ie: T-Hangar or Executive Hangar), who is offered a hangar, but prefers a different size hangar within that particular hangar category may decline the offered hangar and remain on the top of the Waiting List until the desired sized hangar is available. Applicants who decline an offered hangar in preference to another hangar from within the particular Waiting List category must state which size or hangar they prefer and will be required to accept the first like-space that is offered. If such size hangar is declined, the applicant will be removed from the Waiting List and their Waiting List fee forfeited. Applicants who decline an offered hangar in preference for a different size space from within the Waiting List will not be offered any size space other than the applicant's stated preferred size.

G. Adding a Name to an Existing Hangar Agreement

Applicants who have reached the top of the Waiting List and who otherwise qualify for the space being offered may alternatively choose to add their name to an existing Hangar Agreement of the same category in the Waiting List rather than accept the offered hangar. Only those entities who have gone through the Waiting List, (if a Waiting List exists) and are offered a space, may add their name to an existing Hangar Agreement. Applicants must have written authorization from the existing hangar LESSEE(s) in order to add their name to an existing Hangar Agreement. The Waiting List fee (less \$50 for administrative costs) will be applied toward the account that the applicant is adding his or her name to. Applicants seeking to add their name to an existing Hangar Agreement must do so within thirty (30) days of reaching the top of the Waiting List; otherwise, their names will be removed from the Waiting List and their Waiting List fee forfeited. No more than four (4) entities may be LESSEEs on a single Hangar Agreement. An entity wishing to add their name to an existing Hangar Agreement which would result in the total number of LESSEEs exceeding four (4), must first have existing LESSEEs drop off the Hangar Agreement so that the final number of LESSEEs does not exceed four (4).

H. More than One Entity on the Same Waiting List Application

Up to four entities may share the same Waiting List application, provided all applicants submit copies of their respective Pilot License or Student Pilot Certificate and identification showing they are at least eighteen (18) years of age. The applicants must designate a single individual as the sole contact person for the application. Each entity listed on the application form must meet the aircraft registration and insurance documentation required by Hangar Agreement for the aircraft to be stored at the time their application has reached the top of the Waiting List and a hangar offered by the SBIAA. Any of the applicants that do not, or cannot, meet all of the requirements to qualify for the offered hangar will not be allowed to place their name on the Hangar Agreement, and will be dropped from the Waiting List. Multiple applicants who sign up on a single Waiting List form will only be offered a single hangar as a group upon reaching the top of the



Waiting List, and are not entitled to a hangar for each applicant.

I. Merging and Eliminating Lists

If at any time the SBIAA elects (at its sole discretion) to cancel one or more Waiting List, or to merge two or more Waiting Lists together into one Waiting List, placement of applicants on the resulting Waiting List shall be based on the applicant's original signup date from the existing Waiting List. The placement of applicants with the same original signup date will be determined by lottery.

J. Contact Information

Entities on the Waiting List are responsible for keeping their mailing address, e-mail, and phone number current at all times. If at any time a Waiting List applicant fails to provide a response to a communication from the SBIAA within thirty (30) days of the date of post-mark for such SBIAA mailing, that entity's name will be removed from the Waiting List and their Waiting List fee forfeited. Applicants updating their Waiting List address and contact information shall do so in writing. Hangar LESSEE shall be the point of contact for all billing, notification and correspondence associated with their Hangar Agreement. Change of address requests shall be made in writing by the LESSEE. When more than one LESSEE is on a single Hangar Agreement, those LESSEEs shall designate an individual LESSEE as the sole contact and responsible individual for their Hangar Agreement. If a LESSEE of a hangar fails to respond to a written communication from the SBIAA within thirty (30), days of the post-marked date of such mailing by the SBIAA, that Hangar Agreement shall be terminated.

K. Updating the Waiting List

The SBIAA will periodically update the Waiting List to ensure the accuracy of the contact information and documentation for each applicant. Applicants who fail to respond, or who do not provide the required documentation to the SBIAA within forty-five (45) days of the notice being sent, will be removed from the Waiting List, their Waiting List fee forfeited, and shall have no right to be reinstated in the same position on the Waiting List. Notifications will be sent via Certified Mail, and failure of the applicant to receive this notification shall NOT be considered justification for reinstatement.

L. Posting the Waiting List

Waiting Lists will be updated periodically, and posted on the SBIAA website, and Luxivair SBD lobby.

a) Executive Hangar Waiting List

Applicants who are offered an Executive Hangar must have an aircraft that is commensurate for an Executive Hangar. An aircraft will be determined to be too large for a T-Hangar if there is less than twenty-four (24) inches of clearance in any critical aircraft dimension in relation to the T-Hangars. Applicants that do not own an aircraft that is too large for a T-Hangar at the time an Executive Hangar is offered to them, and decline a T-Hangar, will have their name removed from the Waiting List, and their Waiting List fee forfeited. The aircraft size requirement may be temporarily suspended for an Executive Hangar if the number of entities on the Waiting List for that hangar



category is reduced to zero (0). The commensurate aircraft size provision, will not be reinstated until twelve (12) months after the Executive Hangar Waiting List is reactivated and a minimum of five (5) entities have added their name to the Executive Hangar Waiting List. The SBIAA will notify LESSEEs in writing of any such aforementioned reinstatement.

b) T-Hangar Waiting List

T-Hangars are smaller than Executive Hangars. Applicants that do not own an aircraft that will fit in a T-Hangar at the time a hangar is offered to them will have their name(s) removed from the T-Hangar Waiting List and their Waiting List fee forfeited.

III. HANGAR STORAGE OF AIRWORTHY, NON-AIRWORTHY AND AIRCRAFT UNDER CONSTRUCTION

A. Hangar Storage of Airworthy Aircraft

a) Hangar Rates for Airworthy Aircraft

Hangars shall be rented to owners of airworthy aircraft at the rate in accordance with the then current SBIAA Fee Schedule, as that rate may be adjusted from time to time. An aircraft shall be determined to be airworthy at the time of the initial hangar rental, and at a specific time once a year thereafter, where the LESSEE provides documentation that the aircraft has been inspected and meets the FAA's airworthiness criteria.

b) Documentation Required to Receive the Airworthy Aircraft Hangar Rate

Hangar LESSEEs with airworthy aircraft shall provide copies of their aircraft's maintenance logbook entries documenting that the aircraft has successfully completed the required FAA airworthiness inspection within the preceding twelve (12) months, or otherwise document that the inspections required by the FAA have been performed. Hangar LESSEEs shall also provide insurance coverage for "flight" and "passengers" as described in the Hangar Agreement, before an aircraft may be considered as airworthy and the rental rate adjusted for airworthy aircraft.

B. Hangar Storage of Non-Airworthy Aircraft and Aircraft Under Construction

a) Hangar Rates for Non-Airworthy Aircraft and Aircraft Under Construction

An aircraft that does not meet the criteria for airworthiness as described above shall be considered non-airworthy, and the LESSEE's monthly hangar rate shall be adjusted to the non-airworthy rate, which is double the regular airworthy rate for that type and size of hangar. No reduction in rent shall be considered by the SBIAA until such time as the hangar LESSEE provides the required information to determine that the aircraft is airworthy. No rebate or reduction in rent will be considered by the SBIAA for fractions of months, or for those months when the airworthiness information was not provided.

b) Aircraft Under Construction

Hangar LESSEEs who are in the process of building an aircraft shall be required to show



proof that they own the aircraft to be hangared, or that they are in possession of the major components including the engine, for said aircraft.

c) Insurance Requirements for Non-Airworthy Aircraft and Aircraft Under Construction

LESSEEs with non-airworthy aircraft, or aircraft under construction, are not required to provide insurance coverage for “flight” or “passengers” on the aircraft’s Certificate of Insurance. All other insurance requirements listed in the Hangar Agreement, shall apply.

d) Request for Nine (9) Month Extension of Airworthy Aircraft Rate

Hangar LESSEE’s who are actively working toward bringing a particular LESSEE owned aircraft into an airworthy condition may request a one-time, nine (9) month, extension of the hangar rate for airworthy aircraft. To obtain this one-time extension, LESSEEs must submit a completed "Request for One-Time Nine-Month Extension of Airworthy Aircraft Hangar Rate for Non-Airworthy Aircraft" form to the SBIAA. Requests will be granted provided LESSEE provides documentation indicating significant progress in bringing LESSEE’s non-airworthy aircraft into an airworthy condition.

e) Temporary Suspension of Airworthy Requirements for a Specific Hangar Category

The airworthy aircraft documentation requirements, and doubled non-airworthy hangar rate described above may be temporarily suspended for a specific hangar category if the number of entities on the Waiting List for that hangar category is reduced to zero (0). The airworthy aircraft documentation requirements, and doubled non-airworthy hangar rate, will not be reinstated until twelve (12) months after the Waiting List for that hangar category is reactivated and a minimum of five (5) entities have added their name to the Waiting List. The SBIAA will notify LESSEEs in writing of any such aforementioned reinstatement of the non-airworthy hangar rate.