

AIRPORT REGULATIONS AND POLICIES

PORT OF CAMAS-WASHOUGAL

Approved: March 30, 2009

Definitions

"**Regulations**" shall mean the Airport Regulations and Policies, adopted March 30, 2009, and as hereafter amended.

"**Airport**" shall mean those areas within Grove Field and Port-owned lands nearby including land, air space above, and all buildings.

"**Port**" and "**Lessor**" shall mean the Port of Camas-Washougal.

"**Director**" shall mean the Executive Director of the Port of Camas-Washougal, and his agents.

"**Lessee**" shall mean the aircraft owner leasing a hangar or tie-down space.

"**Lease Agreement**" shall mean the agreement between the Port and Lessee to lease a hangar or tie-down space.

Term

1. The Lease Agreement shall have a minimum term of two months, and be month-to-month thereafter, subject to termination by written notice of thirty (30) days or more, given by Lessee to the Port, or 30-day notice by Port to Lessee.

Rent

2. In consideration of the use of the hangar or tie-down space, Lessee agrees to pay to Lessor the rental fixed for same by the Port Commission in the Schedule of Rates & Fees (Fee Schedule), as now or hereafter amended, which rental is due in advance on the 1st day of each month.

3. Lessee agrees to pay a late charge per the Fee Schedule on any rents which are not received in full by Lessor by the 10th day of the month it's due. Lessee agrees to be bound by the "Chronic Late Payment Termination Guidelines," as now or hereafter amended, a copy of which is provided to all Airport Lessees.

4. The amounts due for rent may be changed by the action of the Port Commission, by amendment of its Fee Schedule, during the course of the Lease Agreement. The Port Commissioners review the lease rates for the hangars and tie-down spaces annually with any rate adjustments effective the following January 1st. The Washington State leasehold excise tax may change by action of the Washington State legislature.

5. The hangar or tie-down space shall not be sublet or assigned without written permission of the Port's Executive Director. If granted, the sublessee shall be responsible for

payment of the full normal monthly fee to the Port, and Lessee shall be responsible for payment of half of the normal monthly rent to the Port in order to retain continued right to occupy the hangar or tie-down space.

Hangar and Tie-Down Use/Occupancy/Storage

6. The primary use of the hangars and tie-downs is for operational aircraft only. A vehicle or motorcycle may be temporarily parked in the hangar while tenant's aircraft is being flown or repaired, for up to 30 days, without prior authorization. In the event Lessee is building or refurbishing an aircraft, progress reports may be requested at each inspection. [See Paragraph 18 and 25, below.]

7. The aircraft in each hangar or tie-down space shall be the property of Lessee. If more than one aircraft owner is storing airplanes in a hangar, each individual aircraft owner is required to execute a hangar lease agreement with the Port.

8. The Port will allow two cases of aircraft oil bottles, a small approved fuel can that can be used for a powered tug (2.5 gallon) and another container that can be used for any discarded fuel samples (2.5 gallon). Additional propellant cans or spray cans of cleaners and lubricants are approved also, provided an excessive level is not kept. The Port considers excessive to be more than 10 cans of various products. The port strongly recommends storing flammables and combustibles in a "flammable storage locker", and if not, they should be in a cool dry area away from any spark or combustion source. Gas cylinders, off road vehicles, motorhomes and boats are prohibited to be stored in hangars. The Port will allow one protected drop light for inspection purposes. Air compressors and refrigerators, microwave ovens, coffee pots and toasters are allowed in hangars A, B, C, D, E F, G and H rows, but air compressors are required to be unplugged when not in use. Also, O₂ cylinders used for aircraft flying are exempt from Port storage requirements.

9. Lessee further covenants and agrees that Lessee will not use or store, nor allow others to use or store standalone electrical and/or gas-fired heaters in or about leased hangar, with the exception of **FAA-approved engine heaters** such as a permanently attached oil tank/pan heaters and dip-stick heaters. The Port will allow dehumidifiers. For dehumidifiers you may use a device that is low in temperature and passive in nature. The Davis and Goldenrod are two examples of what is acceptable. Unauthorized devices include anything that is breakable (light bulb), combustible (gas, propane, wood, etc.) that can spark or has mechanical electric driven parts (fans, open relay, etc.) or any exposed element (even behind a guard). The Port reserves the right to confiscate any heater found in a hangar if it does not meet the standards set forth herein. The confiscated heater will be stored by the Port until claimed by the hangar Lessee. After 90 days, the heater will be determined to be abandoned and become the property of the Port to dispose of as it sees fit.

10. Housekeeping (Hanger Keeping)
 - a. The concern is the haphazard storage of non-aeronautical “STUFF”. The excess storage of anything, aviation or not, that provides an avenue for fire and the inability of Port staff to thoroughly inspect hangers and firefighters’ ability to extinguish a fire is prohibited.

11. Electrical Equipment and power cords (UL approval required).
 - a. Power and extension cords must have a ground and should have additional circuit protection incorporated (Power Taps) which are re-locatable outlets with over-current protection (All Power Taps must have a circuit breaker built into it). In an event of overload or short circuit the (Power Tap) will interrupt the flow of current.
 - b. The power cords need to be 14-gauge or larger gauge and should never be connected to another cord. The Port recommends this size of cord, but will leave it to the discretion of the hangar tenant. **THE SIZE OF THE CORD NEEDS TO MEET THE MANUFACTURES RECOMMENDATIONS.**
 - c. Multi-plug adapters, such as cube adapters, unfused plug strips or any other device not complying with the IFC Electrical code are prohibited.

12. One vehicle may be stored by tenant while plane is out of hangar.
 - a. The Port may terminate storage of non-aviation motor vehicles at any time.

13. In further consideration of the lease of this space, Lessee covenants and agrees as follows:
 - a. To use the hangar or tie-down space primarily for Lessee’s aircraft as listed in their lease;
 - b. To provide a drip pan under the aircraft engine.
 - c. To abide by all Port, local, state and federal regulations governing the operation of the Airport, and aircraft at the Airport;
 - d. To maintain any aircraft hangared or tied down at the Lessor’s facilities, other than those under construction or restoration, in a flight worthy and operational condition and to maintain the FAA certification for said aircraft;
 - e. In the event Lessee’s aircraft is an experimental or kit plane, Lessee will be allowed a reasonable period of time for completion. [See Paragraphs 18 and 25, below.]

14. The Port shall not be liable or responsible in any manner for the condition of any property brought to or used at the Airport. All persons using the Airport's facilities are wholly responsible for the condition, securing, safekeeping, and proper use of any property brought to or used at the Airport.

15. Upon termination of a Lessee's lease agreement any personal items, including aircraft, must be removed from the hangar no later than the effective date. Any items remaining past the effective date shall be removed from the hangar and Lessee will have 30 days to claim said items and pay accrued storage costs of \$10/day. After 60 days from termination, the property will be determined to be abandoned and become the property of the Port to dispose of as it sees fit.

Maintenance

16. The following activities are NOT allowed in any hangar building at Grove Field:

- a. The starting and running of aircraft engines;
- b. Use of open flame or open-flame-producing devices (i.e., cutting torch), welding, grinding, or any activity involving flammable or combustible liquids and/or explosive or corrosive vapors;
- c. Paint spraying of any kind – flammable or non-flammable – or any other type of spraying in or around the hangars.

17. The Port allows preventive maintenance in all hangars as outlined in FAA FAR Part 43, except:

- a. Refinishing;
- b. Application of flammable, combustible or corrosive preservative or protective materials. Non-flammable, noncombustible, non-corrosive materials may be applied, but only in such a way as to not mist, drop, or otherwise migrate to property owned by others;
- c. Replacing *any* hose connections that contain fuel;
- d. Replacing prefab fuel lines;
- e. Cleaning/replacing fuel lines, strainers or filter elements (preflight inspections and annuals are acceptable);
- f. Replacing/servicing of batteries when no disconnect switch is available to isolate the electrical system.

18. Maintenance over and above FAA Part 43 is allowed only in the **AP #1** building in accordance with the International Fire Code adopted by Clark County, and the rules and

regulations as promulgated by Clark County and the State of Washington, both as now or hereafter amended.

19. The building of kit planes and experimental aircraft, to include engine installation where no fuel is present, or the rebuilding or refurbishing of an aircraft is allowed in all hangars when the work being done does not conflict with other regulations. The hangar building is not to be used as a support for a hoist system in any way. Progress reports on construction or refurbishing projects may be requested at each inspection. [See Paragraph 24.]

20. Changing out of engine oils may be conducted as long as the draining of the oil is into a closed system (i.e., a can with a hole in the lid and drain line into the can), and said activity is conducted over the drip pan provided by Lessee.

21. In the event a question arises regarding compliance, the Port may request a determination by the relevant authority (i.e. Fire Marshall, Building Inspector, Etc.).

Commercial Use

22. No commercial use of facilities will be allowed unless an agreement is entered into with the Port under the conditions set forth in the Minimum Standards for the Provision of Commercial Services at Grove Field, adopted April 4, 2005, and as hereafter amended.

Fuel

23. Aviation fuel is available through a card-lock system, operational 24/7.

24. "Self-fueling" of aircraft from portable containers by aircraft owners or operators is discouraged due to safety and liability reasons, but will be permitted only at the regular fueling area, and from state/county-approved containers, after the aircraft has been properly grounded.

Inspections

25. Lessee shall allow the Port's authorized representatives access to the hangar at all reasonable hours for the purpose of examining and inspecting said premises, for the purposes necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions. It is the intention of the Port to have a minimum of two inspections per year, one during the month of April, and the second during the month of October, but the Port does not limit itself to these times. The Port will give 48-hours' notice prior to the inspections.

26. When Lessee is building or refurbishing an aircraft, progress reports will be requested at each inspection. When no progress is apparent from one inspection to the next, the

Director will notify the Lessee in writing, requesting a progress report. Further, if no progress has been made by the next regularly scheduled inspection, the Lessee will be requested to come before the Port Commissioners to give a progress report. Lessor expects progress toward completion on a regular basis, with full assembly and operational status within two (2) years.

Amenities / Improvements / Signage

27. The Port will provide locks as required, and key(s) to secure the hangar. Lessee may not attach any additional and/or personal locks to the hangar.

28. Any improvements such as, but not limited to, lights, winches, or other additions to the hangar which are purchased and/or installed by the Port, become Port property and may not be removed or replaced without permission of the Director.

29. Any additions or enhancements to the hangar, which Lessee purchases AND installs (with the prior permission of the Director), may be removed and taken by Lessee at lease termination, *provided* such removal can be done without damage to Port property. If removal will damage Port property, said additions or enhancements will remain with the hangar structure and become property of the Port.

30. Posting of signs in the Airport areas shall be subject to the approval of the Director.

Airport Visitors

31. Visiting aircraft shall be allowed to park at the guest tie-down area at the daily rate per the current Fee Schedule.

32. All aircraft or vehicles using facilities or space within the Airport areas will be subject to all of the charges, rules, and conditions as prescribed by these Regulations and Policies, as now or hereafter amended.

33. All hangar tenants at the Airport shall indemnify and save the Port harmless from the actions/omissions of any agents or invitees pursuant to the provisions herein.

34. Lessee's mechanics, guests, repairmen or employees of companies performing work on Lessee's aircraft shall obtain access through Lessee. Additionally, all work which is performed at the Airport at the request of Lessee shall be performed in accordance with the provisions set forth herein.

35. Those utilizing Airport property shall obey all Port, municipal, county, state, and federal regulations and laws, and generally accepted safety standards and requirements, to insure that his or her actions or aircraft do not become a hazard to himself/herself or others in the

Airport area. The violation of federal, state, or local agency regulations governing airport lands or aircraft operations may be grounds for revoking a tenant's lease or the privilege of the use of the Airport facilities.

36. Anyone present on or in the Airport area and/or using Airport facilities or equipment shall comply with any verbal or written signs or communicatives, including administrative and operational policies and procedures, issued or posted by the Director or the Port Commission.

Violations/ Denial of Access and Use

37. Violators of these policies may be subject to action by Port management. The Director may deny the use of the Airport to any person and/or aircraft when such person has violated these Airport Regulations and Policies. The Director may terminate any Lease Agreement when a Lessee, its agents, assigns, guests, or invitees, have violated these Airport Regulations and Policies. Except under those circumstances set forth in Section 36, the Director will take the following steps prior to denying use of the Airport; or termination of a lease on the basis of violation of these Airport Regulations and Policies:

1. Notice of Violation: The Director will provide the person or Lessee responsible for the violation with a written statement ("Notice of Violation") (1) which provides a brief description of the violation; and (2) which describes the steps required to be taken by the person or Lessee to correct the violation, (referred to as the "Corrective Action"); and (3) which provides a time frame within which the person or Lessee must comply with the Corrective Action, (referred to as the "Corrective Action Deadline"). The determination of the particular Corrective Action necessary to comply with these Airport Regulations and Policies, as well as the Corrective Action Deadline, shall be made by the Director in his/her sole discretion. The Notice of Violation may be mailed, e-mailed, or hand-delivered to the person or Lessee responsible for the violation or in the alternative posted on the aircraft or hanger related to the violation. The Notice of Violation shall be deemed delivered to the person or Lessee upon such date of mailing, e-mailing, personal delivery, or posting.

2(a). Denial of Access and Use. If the person or Lessee fails to comply with the Corrective Action by the Corrective Action Deadline, said person and/or aircraft and/or Lessee shall immediately be denied access to and use of the Airport for an indefinite period of time as determined by the Director in his/her sole discretion. Within ten (10) business days of the expiration of the Corrective Action Deadline, the Port will provide the person or Lessee with notice of such denial of access and use in the same manner as the Notice of Violation is provided. Notwithstanding the foregoing, upon such an occurrence of denial of access and use, the Lessee shall be allowed limited access to the Airport, supervised by Port staff, to meet any of

Lessee's remaining obligations under the Lease Agreement, and/or to exercise any rights Lessee may have under RCW 14.08.122.

2(b) Lease Termination. If a Lessee fails to comply with the Corrective Action by the Corrective Action Deadline, the Port shall have just cause for termination of the Lease Agreement, and the Port may choose to terminate the Lease as determined by the Director in his/her sole discretion. Within ten (10) business days of the expiration of the Corrective Action Deadline, the Port will provide the person or Lessee with notice of termination of the Lease Agreement in the same manner as the Notice of Violation is provided. Upon such an occurrence of termination of the Lease Agreement, the Lessee shall be allowed limited access to the Airport, supervised by Port staff, to meet any of Lessee's remaining obligations under the Lease Agreement, and/or to exercise any rights Lessee may have under RCW 14.08.122.

38. The Director may deny the use of the Airport to any person and/or aircraft when:
 - a. The person or aircraft constitutes a health or safety hazard; or
 - b. The Director determines that an emergency exists, and the use of the Airport would endanger or not be in the best interest of the Airport or the public.

Written notice of the reasons for the Director's decision shall be provided at the time of denial, or within five (5) days thereafter.

Helicopters & Ultralights

39. Helicopters are allowed to base operations at Grove Field.
40. With the exception of Ultralights, non-FAA approved aircraft are expressly prohibited from the airfield. (See FAA Part 103.)

Garbage & Recycling

41. Garbage and recycling receptacles are available at the Airport. Disposal of household garbage, furniture, or personal refuse in these containers is prohibited.
42. No garbage, trash, oil, fuel, debris or other material, liquid or solid, shall be deposited in the land area of the Airport facilities, except into containers provided for that specific purpose.

Parking / Traffic / Vehicle Access

43. Any aircraft, vehicle, property, or equipment will be parked, and/or maneuvered in the Airport area in a safe and orderly manner.

44. The Port Commissioners and/or Director may establish from time to time such reasonable traffic and parking regulations as may be required for orderly handling of aircraft and vehicle(s) on the Airport premises, including the posting of “No Parking” signs in areas adjacent to entrances and exits, and such other regulations as may be required. A vehicle parked in violation of any such signs or regulations may be towed and impounded at owner’s expense and will be released only after all charges and costs have been paid by owner.

45. The vehicle parking areas are to be used only for vehicular parking in connection with the use of the Airport facilities. Living in or staying overnight for more than three days in campers, motor homes, travel trailers, or other “live-in” vehicles are prohibited. Connecting such vehicles to Port-owned utilities without permission of the Director is also prohibited.

46. No vehicles, equipment, or persons are permitted on the runways, except as authorized by the Port for maintenance, inspections, or other operations as required. In addition, any walking within airport will be allowed only on the south side of the runway along the taxiways by and between the hangars.

47. No vehicles may be parked in front of hangar buildings at any time, except for the purpose of loading and unloading, after which the vehicle(s) must be moved either into the hangar while aircraft is being flown, or moved to an authorized parking area, with the exception of Port-authorized vehicles deemed necessary for maintenance, inspections, or other operations as required.

48. No vehicles or equipment are permitted to be operated or parked closer than 25’ from the edge of runways or taxiways, with the exception of Port-authorized vehicles deemed necessary for maintenance, inspections, or other operations as required.

49. Vehicle access through the gate is via keypad combination, which may be changed at the Port’s discretion. Notice of any change to the combination will be given to the then-current Airport tenants in a timely manner.

Pets / Animal Control

50. Pets **must be kept** on a maximum 10-foot physical leash in all public areas in the Airport area.

51. No pets are permitted on the runways at any time, except as authorized and supervised by the Port for special purposes, i.e., removal of wildlife from runways.

52. The Airport is located in Clark County and is, therefore, subject to County ordinances regarding animal control, including pet leash and waste pick-up laws. Violators of this provision may be subject to action by Port management and/or law enforcement.

Fly Neighborly Policy

53. Pilots are requested to start their take-off roll from the end of the runway so as to achieve as much altitude as possible prior to crossing Delp Road on the west or the mobile home court on the east.

54. Pilots are requested to fly straight out for 1000 ft. beyond the end of the runway and attain pattern altitude before making any changes, with a slight shift to the south when departing on Runway 7. (See attached Traffic Pattern.)

55. In consideration of area residents, nighttime flying should be kept to a minimum. Nighttime touch-and-go activities are prohibited.

56. Touch-and-go landings on Runway 7 are prohibited at all times.

Insurance

57. It is requested that all owners of based aircraft carry adequate liability insurance. The Port recommends \$500,000 coverages.

General

58. Use, possession, or sale of non-prescribed controlled substances at the Airport is prohibited. Operations of aircraft or vehicles at the Airport while under the influence of alcohol or drugs are prohibited.

59. Lessee agrees to pay the hangar fees specified in their Lease Agreement and to abide by all rules and regulations for the Airport promulgated by the Port and all conditions of their Lease Agreement. The Port shall have a lien upon Lessee's plane or other property left in the hangar or tie-down space assigned to Lessee for all unpaid fees and charges. Should such fees remain unpaid for sixty (60) days or more, the Port may seize the aircraft hangared or stored subject to their Lease Agreement. The Port may move the property to storage, and may charge the Lessee the additional fees and charges related to said storage. The Port may proceed to close its lien under the procedures outlined in Resolution No. 10-97 adopted pursuant to RCW 14.08.122, and the Port's Collection Policy, adopted July 9, 2001 and amended January 1, 2009. The Port may also utilize any collection remedy authorized by federal, state or local statute or ordinances. In addition, the Lessor may, on written notice authorized by Washington State Law,

Revised April 4, 2017
Revised: May 3, 2016
Revised: November 16, 2015
Revised: March 18, 2015
Revised: March 19, 2013
Revised: June 4, 2013
Revised: December 3, 2013

terminate Lessee's rights under their Lease Agreement, without prejudice to the Lessor's right to collect rent and other charges until such time as the aircraft is actually removed from the Airport. In case suit or action is instituted to enforce compliance with any of the terms or covenants of their Lease Agreement or to collect delinquent fees, the Lessee agrees to pay, in addition to the costs and disbursements provided by statute, such additional sums as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in such suit or action. The remedies listed are not exclusive to any other rights which Lessor may have under other local, state, or federal laws.

60. Lessee shall indemnify and save harmless the Port from and against any and all liability, claims, damage, penalties or judgments arising from any loss, injury, death or damage to persons or property sustained by any person in or about the premises resulting, in whole or in part, from the acts or omissions of the Lessee, Lessee's officers, agents, employees, contractors, and sublessees, or of any occupant, visitor, or user of any part of the Lessee's assigned hangar or tie-down space.

Lessee further covenants and agrees to indemnify and hold harmless the Port against the claims of all and every person whomsoever arising out of or in any way connected with, directly or indirectly, the Lessee's use and occupancy of the Airport, or the operation or condition of Lessee's aircraft or assigned hangar space.

The Port shall not be responsible for or liable for, and Lessee, notwithstanding that joint or concurrent liability may be imposed upon the Port by a statute or court decision, hereby waives all claims against the Port for any damage or injury to any person or to any property on or about the premises subject to the Lease Agreement between Port and Lessee, or upon the Lessee's aircraft or premises, during the term of said Lease Agreement, and for liability, costs, and reasonable expenses arising out of any default by Lessee in observing any condition of said Lease Agreement or the Port's Airport Regulations.

In the event any party shall bring suit to compel performance of or to recover for any breach of any covenant, agreement, or condition of these Airport Regulations or the Lease Agreement, the prevailing party in said action shall be entitled to recover from the other party costs and reasonable attorney's fees.

61. *Signatures of tenant on Lease Agreement shall constitute applicant's admission of his/her familiarity with these Regulations and agreement to comply with the same; but all persons using or on the Airport shall be bound by these Regulations whether or not they have signed a lease.*

62. ENFORCEMENT: The Port Commission authorizes the Director to enforce these Regulations by written or verbal instruction. The Director may request persons violating these Regulations to leave the Airport areas and/or the Director may obtain the assistance of law

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enforcement officers to protect property, lives or preserve the peace. The Director may interpret the reasonable intent of these Regulations to carry out the purposes so stated. If an aircraft owner has been notified to remove an aircraft from the Airport area for failure to comply with these Regulations or due to the presence of an emergency, and fails to remove the aircraft immediately, or as specified in the notice, then the aircraft may be impounded by the Director, and may be removed by private contractor, charges for which will be assessed against the aircraft and/or its owner.