

Hangar Lease Addendum

Signatory Incentive Rate Opt-in: Fly QT Program

The District values tenants who choose to work with us to be good neighbors and reduce aviation impacts on our community. The District has determined it is in the airport's best interest to promote impact reductions through incentives. We are willing to provide you a financial incentive linked to your tenancy at TRK that will promote quiet flying. The funding for this Signatory Incentive is provided through District funds, not aeronautical revenues. The Board will closely monitor the application of the provisions in this signatory incentive and willful violations by those who opt-in will result in critical review of the efficacy of the whole program.

Participation in the program is completely voluntary; there are no penalties for failure to participate in the program and failure to participate will not in any manner affect the price for services or other relationships with the District. Any hangar tenant who chooses to participate is eligible for this signatory rate regardless of aircraft type, past behavior or, residency.

This Agreement is made effective the ____ day of _____, 2014 by and between the TRUCKEE TAHOE AIRPORT DISTRICT ("District") and _____ ("Tenant"). The parties agree as follows:

In consideration that:

1. The Tenant is renting hangar _____ for an initial basic rent of \$.346 /square foot/month, for a total of \$ _____/month;
2. The Tenant has been made aware of the Fly QT program and requests to opt-in to the Fly QT signatory incentive program as currently defined by the following conditions and standards, on a month-to-month basis:
 - a. Fly QT-1: The District has a voluntary curfew on all landings and take-offs beginning at 11:00 p.m. local time and ending at 6:00 a.m. local time, daily. The Tenant chooses to adhere to this curfew. For this consideration, the District shall credit the Tenant's monthly hangar bill \$.02/square foot, for a total monthly incentive of \$ _____.

I request to opt-in to this signatory incentive: _____ (Tenant initials)

- b. Fly QT-2: The District has an interest in promoting additional quiet time that exceeds the current voluntary curfew. For an additional incentive of \$.02/square foot/month, equaling a total monthly incentive of \$ _____, the Tenant opts-in to an additional voluntary curfew for landing or taking off at TRK between 10:30 p.m. local time and 6:30 a.m. local time, daily.

I request to opt-in to this signatory incentive _____ (Tenant initials)

- c. The Tenant understands that he or she may opt-out and give up the associated signatory incentive, *at any time*, by taking any one of the following actions:
 - (1) The preferred and encouraged way to opt-out is to inform airport management, in writing of the desire to opt-out, or;

(2) By landing or taking off at TRK during the applicable curfew hours for which the Tenant receives the signatory incentive.

d. The Tenant must have a flyable aircraft of record as defined in the District hangar lease and policy to qualify for this incentive. All aircraft of record associated with the lease are deemed to have opted-in, regardless of who is piloting the aircraft. The N-number(s) of my aircraft of record are:

N _____;

N _____;

N _____;

N _____.

e. The District shall monitor take offs and landings by N-number using staff observation and such technology as the District obtains for such monitoring. The official time for assessing operations shall be determined by the time on the TRK AWOS, with back-up provided by the digital video recorder.

f. If the District determines that the Tenant has operated as provided in section 2(c)(2), the District shall issue one (1) notification by regular mail to the Tenant's billing address prior to removing the incentive, providing a statement of facts and requesting a response from the tenant.

(1) If the Tenant fails to respond within 30 days he/she shall be deemed to have opted-out voluntarily, and the incentive will be removed the monthly billing cycle immediately following the opt-out.

(2) The District shall consider mitigating factors presented by the tenant prior to determination. Mitigating factors are:

- A medical emergency defined as a threat to life, limb, or eyesight;
- An immediate life threatening event to a family member within two degrees of consanguinity
- Unforecast enroute weather;
- Unanticipated Air Traffic Control routing or delay;
- Equipment maintenance problem or delay.

(3) The General Manager shall render a decision in writing after considering the available facts.

(4) Tenants may request an appeal to the Board, or a sub-committee of the Board at the Board's option, by submitting a request in writing to the General Manager within two weeks of the manger's decision.

g. Opt-in periods.

(1) Upon inception of the lease, the Tenant may opt-in, or within thirty (30) days of notification from the District of changes to the conditions and standards of the Fly QT signatory incentive;

(2) Should the Tenant voluntarily opt-out, he or she may opt-in again during the month when the District implements annual rate adjustments contained in the hangar lease and policy, or 9 months following the Tenant's last voluntary opt-out, whichever is later;

3. The District may from time to time use statistics associated with hangar leases for public communications, including press releases and statements. In no instance shall the District release

personal information, to include full name, address, phone, email, hangar number, or N-number, unless we receive a written release from the Tenant.

4. The District reserves the right to modify, cancel, or otherwise alter this signatory incentive at any time by action of the Board of Directors.

TENANT

By signing this document I request to opt-in to the signatory incentive(s) identified by my initials above, and agree to the conditions and standards listed above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am the tenant as described in the hangar lease and policy and I meet the conditions and standards listed in paragraph 2. I know that I may freely opt-out of this incentive at any time without prejudice to my basic hangar lease.

By: _____ **Date:** _____
Signature of Tenant

Printed Name

District Use:

Month incentive begins: _____

Notification by action under paragraph 2. f. above: _____(file copy)

Month incentive ended due to opt-out under paragraph 2. c. (1) or (2): _____