

WAHOO AIRPORT AUTHORITY ANNUAL T-HANGAR LEASE – 2019

The intent of this lease is to provide shelter for certified and operational aircraft, while maintaining a safe environment for ground and flight operations at the Wahoo Municipal Airport.

1) DEFINITIONS

- a) "Lessee" shall mean subject or entity paying for the use of the hanger.
- b) "Authority" shall mean the Wahoo Airport Authority
- c) "Airport" shall mean the Wahoo Airport
- d) "Agreement" shall mean this lease contract.

2) TERM

Lessee shall have and hold said premises for the term beginning _____ and ending **December 31, 2019**, unless sooner terminated as hereinafter provided.

3) RENTED PREMISES

- a) The Lessee leases from the Authority T-Hangar No. _____ located on the Airport, together with reasonably necessary rights of access to the same.
- b) The Authority reserves the right to relocate Lessee to another hangar upon 60 days written notification.

4) RENTAL PAYMENTS

- a) Rates for the rental of said hangar are described and set forth in "**Attachment A**" to this lease document.
- b) All leases for one year – as per payment schedule below

<u>Term</u>	<u>Due by</u>	<u>Late Fee Assessed</u>	<u>Switched to monthly</u>
Annual	1/30	2/15	2/28
Semi-Annual			
1 st Pmt	1/30	2/15	2/28
2 nd Pmt	7/15	7/31	8/15
Monthly	15 th day of month	end of month	

- c) An additional fee of \$25 shall be charged for any late payments(s) received after the date described in Section 4b above, as well as for any check that is denied or returned.

5) SECURITY DEPOSIT

- a) For new Lessees, Lessee shall deposit with the Authority a security deposit in the amount of \$ _____ (one month's rent). The security deposit will be held by the Authority without interest as security for the full and faithful performance by Lessee of its obligations contained in this Agreement. In the event of default by Lessee, Authority may use all or any part of the security deposit for the payment of any unpaid rent or for any monies owed by Lessee to the Authority, or for hanger damage caused by Lessee or their guest. Upon the termination of this Agreement, any portion of the security deposit not so used or applied shall be returned to the Lessee, provided Lessee faithfully performs its obligations of this Agreement, by mail within a reasonable time after the termination of this Agreement.

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b) For renewing Lessees there shall not be a security deposit required.

6) USE OF PREMISES – PERMITTED ACTIVITIES

Lessee agrees to obey all Federal, State, and Local laws and regulations, all ordinances, regulations and codes of the City of Wahoo and Rules and Regulations of the Airport Authority of the Wahoo Municipal Airport pertaining to Lessee's use of the Airport, including but not limited to the following T-Hangar rules and procedures:

- a) Lessee shall use the premises primarily for the storage of airworthy (as defined below) aircraft owned or leased by Lessee, together with storage of tools, parts and other articles necessary for Lessee's maintenance of the aircraft. If Lessee fails or ceases to store an aircraft in the T-Hangar, this Lease is subject to termination pursuant to the Termination Clause of this agreement.
- b) For the purposes of this Agreement, an airworthy aircraft is defined as one that has successfully completed an annual inspection by a properly certified aircraft inspector according to the aircraft's log book(s) within the preceding fifteen (15) month period. If the Authority has reason to believe the aircraft being hangared is not airworthy by this definition, Lessee may be asked to provide the Authority with evidence of said airworthy standing. Failure to provide may result in immediate termination of lease. Exceptions may be granted for final construction of aircraft, major repairs and aircraft restoration. In the case of exceptions, proof of reasonable progress will be required.
- c) The hangar electrical system is designed for light duty service only. Only portable electrical appliances (with a combined electrical load not to exceed 15 amps) may be connected thereto, in addition to the basic lighting fixture. All such appliances shall be properly grounded.
- d) Lessee shall use the T-Hangar taxiway for vehicular access to the hangar. The maximum speed limit in the T-Hangar area is 15 MPH and aircraft have the right-of-way at all times.
- e) Driving or parking on or around the runways and taxiways is strictly prohibited (except as required to maintain and manage the airport). Limited driving on the grass around the hangars is allowed. Short-term parking on the grass around the hangars is allowed as long as it does not impede the movement of aircraft. For an overnight or extended flight, parking should be done using the parking lot in front of the FBO Building or inside the hangar. Vehicles may be parked in Lessee's Hangar in conjunction with aircraft use.
- f) Aircraft shall not be fueled or refueled while any portion of the aircraft is within the hangar.
- g) Open flame operations of any kind are strictly prohibited. No smoking is permitted in the T-Hangars. All open burning is prohibited at the Airport.
- h) Hangar floors are to be kept free of debris and flammable materials. Storage of fuels in containers other than stored aircraft within the T-Hangar area is prohibited. Lessee may store aircraft lubricants within the T-Hangar only in properly marked UL or OSHA approved containers.
- i) Each hangar unit shall have one 5 lb. ABC type fire extinguisher mounted no greater than 60 nor less than 4 inches above the floor which will be installed and maintained by the Authority or authorized representative. The Authority will make the necessary required inspections annually. If the fire extinguisher is discharged at any time the Lessee is required to notify the Authority immediately. The Authority will then have the extinguisher recharged or replaced at the Lessee's expense.
- j) Modification of any hangar space is prohibited without prior written permission of the Authority.

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- k) The use of a lock other than the lock issued by the Authority on the hangar door is prohibited. The Authority reserves the right to remove private locks at its discretion. Personal padlocks are allowed on the sliding door T-Hangars. Lessee shall provide an extra key to be kept in the Authority's Key Box.
- l) Should maintenance or other service be required, contact the Authority or FBO.
- m) Lessee shall be held responsible for any individual(s) or guests that gain access to the Hangars and Taxiways.
- n) The hangar shall be utilized as specified in the FAA Hangar Use Policy.
<https://www.gpo.gov/fdsys/pkg/FR-2016-06-15/pdf/2016-14133.pdf>
- o) Lessee shall comply with Authority's minimum standards for dispensing of fuel.

7) SURRENDER OF POSSESSION

- a) On the expiration or other termination of this Lease, Lessee's rights to use of the leased premises shall cease and Lessee shall immediately vacate the leased premises and surrender all keys to the Authority. If Lessee remains on the leased premises beyond the expiration or other termination date, Lessee shall be considered as a trespasser and the Authority shall have the right to take any lawful action to regain possession of the leased premises, including seizure or removal of property, and/or filing a lien on the possessions.

8) ADDITIONAL CONDITIONS

- a) Lessee acknowledges and understands that the T-Hangar leased herein is located within the Wahoo Municipal Airport secured area. Lessee agrees to comply with all Federal Aviation Administration and Authority security regulations. The hangar in which these premises are leased may be subject to a Revolving Hangar Program Agreement with the Nebraska Dept. of Aeronautics. This lease is generally subject to that agreement and should it become necessary, for any reason, for the Dept. of Aeronautics to take possession of the hangar, this lease is subject to immediate cancellation.
- b) Lessee understands and agrees that access to the T-Hangars and ramp area may be obtained only through the use of authorized access media. Vehicles and persons may gain access to the T-Hangar area only at assigned access points. All of Lessee's employees, agents, members who will be unescorted in this area, shall be instructed on authorized access. Lessee shall "escort" any guest, invitees or other persons accompanying Lessee. Lessee is responsible for all such persons, escorted or not.
- c) Lessee will not paint or allow painting to take place within the leased premises without first receiving approval from the Authority and then causing the area inside to be protected.
- d) Authority, its successor and assigns, reserves for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
- e) Authority shall maintain the T-Hangar at its expense, except any and all damages caused by Lessee and its agents, guests or by the negligence of Lessee, its employees, agents and members shall be paid by Lessee. Authority reserves the right to make periodic inspections of the T-Hangar for the purpose of preventative maintenance and to inspect for compliance with the

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lease terms. Lessee shall be responsible for snow or ice removal within Lessee's T-Hangar and immediately outside the hangar door, which is not serviced by the Authority. Authority will not perform detailed ice or snow removal.

- f) Authority shall insure all improvements owned by the Authority on the premises. Lessee shall bear the entire risk of damage or destruction of aircraft and other personal property stored in or about the hangar, whether owned or leased by the Lessee or a third party located in or about the hangar. Lessee, on behalf of itself and its insurer, waives any right of subrogation to Authority, arising out of damage or destruction of the aircraft or personal property while in the leased premises. Lessee further, by the signing of this lease, and in consideration of the like mutual release, releases the Authority from liability for damage or destruction of its stored aircraft or personal property from any perils common to such aircraft or personal property, unless said damage or destruction is due to the sole negligence of the Authority.
- g) Lessee agrees to indemnify and save harmless the Authority, the City of Wahoo, their Boards, Mayor, members, agents, officers or employees from and against all liability for injuries to persons or damage to property occasioned by the operation of the Lessee.
- h) Lessee shall provide proof of liability insurance if required by the Authority.
- i) Lessee shall not assign or sublet the premises in whole or in part without the permission of the Authority.

9) TERMINATION

- a) Authority may terminate all of the rights of Lessee hereunder by giving thirty day (30) written notice of termination to Lessee upon Lessee's failure or refusal to pay rent as per the terms of this Lease or upon Lessee's breach of the conditions, covenants, and terms of this Lease. Said termination notice shall be provided in writing by the Authority and shall be mailed by certified mail. "Date of Service" of said notice shall be the date the notice is placed in the mail.
- b) Lessee shall have fifteen days (15) from the "date of service" to cure any cause or causes of termination as described in the notice of termination. If, during this period, cause or causes are cured, the lease shall remain in place and said notice of termination voided.
- c) In the event the cause or causes described in the notice of termination are not cured as allowed in Section 9b) of this lease, the notice of termination shall remain in place and Lessee shall have fifteen days (15) days to remove all aircraft, together with any and all personal property and equipment from the hangar and restore the hangar to its original condition at the time of the lease. Following this period of time, the Authority shall legally pursue the removal of all items remaining in said hanger.
- d) Lessee may terminate this Lease, with or without cause, upon thirty day (30). Said notice shall be provided in writing.

10) SURRENDER OF POSSESSION

- a) On the expiration or other termination of this Lease, Lessee's rights to use of the leased premises shall cease and Lessee shall immediately vacate the leased premises and surrender all keys to the Authority. If Lessee remains on the leased premises beyond the expiration or other termination date, Lessee shall be considered as a trespasser and the Authority shall have the right to take any lawful action to regain possession of the leased premises.

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11) REQUIRED AIRCRAFT INFORMATION

- a) The following aircraft information is required to be on file and updated as necessary pursuant to Neb. Rev. Stat. §77-1250-02 (Reissue 2009):
 - i) Year, Make and Model of Aircraft:
 - ii) "N" Number:
 - iii) Date First Based at Wahoo Airport:
 - iv) Horsepower:
 - v) Number of Engines:
 - vi) Name and Address of Aircraft Owner:
 - vii) Date of last annual:
- b) At any point if the Lessee obtains a different plane to be hangered in said hangar, the aircraft information as described above shall be reported to the Authority.

IN WITNESS WHEREAS, the parties hereto have hereunto affixed their hands this _____ day of _____ 20__.

AIRPORT AUTHORITY OF
THE CITY OF WAHOO

LESSEE

Chairperson or Ex-Officio

Lessee