

AIRPORT HANGAR LEASE Hanger #

This agreement, made on this date _____, between the City of Charlotte, a municipal corporation, hereinafter referred to as the Lessor, and _____, hereinafter referred to as the Lessee.

WHEREFORE, the Lessor owns and operates an airport known as the Fitch H. Beach Municipal Airport and Lessee is desirous of leasing from the Lessor a certain parcel of land on the airport, hereinafter more fully described, for the purpose of aircraft storage, and

WHEREFORE, the Lessee will use the below described property for the purpose of storing aircraft, and

NOW THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the airport for the following terms and conditions.

**SECTION ONE
PROPERTY DESCRIPTION**

In consideration of the rental charges stated herein, Lessor rents to Lessee the following designated facility: single t-hangar, for the purpose of storing the following aircraft: N _____ (N-Number).

**SECTION TWO
HANGAR CONSTRUCTION**

The Lessee shall not have the right to erect, maintain, alter buildings or structures upon the premises without the consent of the Lessor. All proposed construction or alterations shall conform to any and all building code regulations of the State of Michigan and local ordinance, shall be reviewed by the Lessor prior to construction, and said plans shall be approved in writing by the Lessor prior to construction.

**SECTION THREE
TERM**

The term of this Lease shall be for a period of one year commencing Mo ____ Day ____ Year _____. This agreement shall be renewed automatically for succeeding terms of one year unless terminated under the terms of this agreement. At the termination date, Lessee shall surrender possession of the hangar unless and until a new lease agreement is entered into. Lease of the hangar shall not be permitted without an active lease agreement.

SECTION FOUR RENT

In consideration of granting this Lease, the Lessee agrees to pay rent as follows:

Rate. The Lessee agrees to pay the Lessor for the use of the premises, rights and easement herein described, a monthly rental of \$_____ billed monthly. Payment may be made with cash, by check or in person by credit card. It is understood and agreed that if the Lessee shall neglect or fail to pay the payments promptly as specified in this agreement in excess of thirty (30) days or fail to comply with any of the conditions and covenants of this agreement for a period in excess of thirty (30) days, then this agreement shall become void and the rights of the Lessee terminated hereunder and the said Lessee shall be a tenant at will and subject to eviction by legal process, in accordance with the statutes of the State of Michigan. It is further understood and agreed that the rental rate specified shall be subject to reexamination and readjustment upon signing of a new Lease once this Lease has expired.

SECTION FIVE USE

The Lessee shall have the right to non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the provisions herein and to the approval of the Lessor in the interests and safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to a reasonable amount of Lessee's employees, guests and patrons; the right in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

SECTION SIX HOLD HARMLESS

This agreement creates a relationship of landlord and tenant between the Lessor and Lessee. This is an agreement for hangar space only for the parking of the herein described aircraft and does not include services of any kind. The Lessee assumes full responsibility for the proper tying-down of aircraft, locking hangar door, and handling and moving any aircrafts and Lessor and its employees and agents shall have no responsibility in such regard or for the discovery or failure of Lessee or its employees to do so. Also in consideration of granting this Lease, the Lessee hereby waives all claims for damages against the Lessor and agrees that Lessee will not hold the Lessor and employees, or agents responsible for any damages sustained by Lessee, Lessee's employees, agents, patrons, or guests or Lessee's property from whatever cause. The Lessee shall indemnify and hold the Lessor, its employees, and agents harmless against any loss, damage, liability, cost and expenses, including attorney fees, which the Lessor may sustain resulting in any manner connected with the use and occupancy of the space so leased.

SECTION SEVEN LAWS AND REGULATIONS

The Lessee agrees to observe and obey during the term of the Lease all local, state and federal laws, ordinance, rules and regulations now and hereafter promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport, including but not limited to:

A. The Lessee may not erect any signs or advertising matter without written consent of the Lessor.

B. No private locks of any type are allowed on hangar doors and if installed, may be removed by the City of Charlotte at the cost of the Lessee who installed said lock.

C. No gasoline, aviation fuel or explosives shall be stored in the hangar.

D. No repairing or overhauling of any aircraft or equipment shall be conducted in said hangar except those repairs federal aviation regulations allow for a non-certified mechanic to perform on their own aircraft.

E. No high amperage electrical equipment or machinery shall be used in or around said hangar without a permit from the City of Charlotte, nor shall any existing wirings be modified, nor shall any additional outlet fixtures or the like be installed.

F. Lessee shall dispose of all waste oil, material, litter, trash, garbage, disposable or throw-away articles of any kind in the proper receptacles. The cost of cleaning up any materials improperly disposed of on airport property shall be charged to the Lessee of the unit which generated or was the source of the material.

G. Lessee's private vehicle shall be allowed to be placed in their leased hangar when the aircraft is removed for a trip, but parking on the grass or apron is prohibited at all times.

H. Engine run-up and taxiing out of the hangar is not allowed.

I. Aircraft fueling inside the hangar is not allowed.

J. Hangar units shall be used only for the storage of active and operational aircrafts, which shall be defined as an aircraft currently licensed and flyable which are flown to and from the Fitch H. Beach Municipal Airport periodically during the year. Lessee must have at the time of lease, and maintain during the entire period of lease, a valid FAA registration for the aircraft associated with this lease.

K. No hoisting or holding mechanism shall be attached to any part of said hangar

nor shall Lessee pass any such mechanism over the struts or braces therein.

L. Lessee may not run up an aircraft engine with propeller blast directed toward any hangar door, hangar, or other aircraft.

M. Lessee agrees to be responsible for proper tie down and securing of aircraft after each use.

N. Such other rules of operation as promulgated by the Lessor and posted at the airport.

SECTION EIGHT INSURANCE

The Lessee agrees that they will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in the State of Michigan and shall insure the Lessee against loss from liability to the amount of money for the injury or death of one person in any one accident; and in the amount of money for injury or death of more than one person in any one accident; and in the amount of money for damage to property of others for any one accident as required by the Lessor. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

SECTION NINE CLEANLINESS

The Lessee shall be responsible for the cleanliness of the structures occupied by them. In the event of fire or any other casualty to structures leased by the Lessee, the Lessor shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition at its own expense and cost. During such repair or replacement, the Lessee shall receive proportionate abatement of charges during the period that the hangar is unusable. When, in the opinion of the City of Charlotte, a safety hazard is found to exist within the Lessee's leased space, Lessee will be provided with notice providing for a two week cleanup limit. If the cleanup is not completed within the designated time, the City of Charlotte will perform all cleanup which it in its discretion deems necessary, the cost of which shall be charged to the Lessee. Lessee shall immediately report any defects to the Lessor.

SECTION TEN RIGHT OF ENTRY

The Lessor reserves the right to enter said hangar at any reasonable time for purposes of observation, inspection for compliance with rules and regulations, performing maintenance, and

in case of emergency.

SECTION ELEVEN TERMINATION

This Lease may be deemed terminated immediately and without notice upon:

- A. The making of an assignment for the benefit of creditors.
- B. Violation of any restrictions in this Lease or failure to keep any covenants after written notice to cease such violation and failure to correct such violation within the time specified in the notice.
- C. Nonpayment of rent as specified in Section Four.

Termination of this Lease shall authorize the Lessor, at its option and without legal proceedings, to declare this Lease void, cancel the same and re-enter and take possession of the premises. Lessee shall pay and discharge all costs, attorney fees and expenses arising from enforcing any covenants or forfeiture hereof.

SECTION THIRTEEN SNOW REMOVAL

The Lessor agrees to provide snow removal services for the Lessee's premises on taxiways in the hangar area. Snow removal shall be accomplished only after all runways, apron and primary taxiways have been cleared.

SECTION FOURTEEN LEASE TRANSFER

The Lessee may not, at any time during the time of this Lease, assign, sublease or transfer this agreement or any interest contained, without the written consent of the Lessor. If Lessor consents, Lessee may not charge more than the rate fixed in this agreement or the rate in any later amendments by the Lessor.

SECTION FIFTEEN AIRPORT DEVELOPMENT

The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

**SECTION SIXTEEN
SUBORDINATION CLAUSE**

This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Michigan relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Michigan.

**SECTION SEVENTEEN
GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

**SECTION EIGHTEEN
INFORMATION REQUIREMENT**

Prior to placing any aircraft in a hangar unit, Lessee shall provide Lessor in writing the following information:

- A. Aircraft type. _____
- B. Serial number. _____
- C. Registration number. _____
- D. Present condition of aircraft. _____
- E. Present market value of aircraft. \$ _____
- F. Insurance carrier information, including coverage, limits and policy number.

- G. Lessee Contact information.

If any of the aforementioned information changes, Lessee shall notify Lessor within ten (10) days of the change or as soon as possible for a change in the condition of the aircraft. The address for the Lessor is 111 East Lawrence Avenue, Charlotte, Michigan 48813, and if said address changes, Lessor shall notify Lessee within ten (10) days of the change.

**SECTION NINETEEN
CHANGES TO LEASE**

The Lessor shall have the continuing right to review, amend and modify the terms and conditions of this agreement; PROVIDED, however, all changes to this agreement shall be made by the Lessor at a regularly scheduled City Council meeting, and no change shall go into effect until thirty (30) days after notification to the Lessee.

**SECTION TWENTY
PARAGRAPH HEADINGS**

The captions and headings in this agreement are for the convenience of the parties and do not limit, restrict or otherwise amend the text language or any sentences or paragraphs.

**SECTION TWENTY-ONE
SEVERANCE CLAUSE**

If any portion, clause, condition and/or covenant of this Lease is declared by a court of competent jurisdiction to be unenforceable, the remaining portion, clauses, conditions and/or covenants herein shall remain in full force and effect and fully enforceable for the duration of the leasehold interest.

**SECTION TWENTY-TWO
NOTICES**

Notices provided for in this agreement shall be sufficient if sent by certified mail, postage prepaid, to the addresses as the parties have designated in writing pursuant to Section Eighteen of this agreement.

**SECTION TWENTY-FOUR
EFFECT OF AGREEMENT**

All covenants, conditions, and provisions in this agreement shall be extend to and bind the legal representative, successors and assigns of the respective parties.

**SECTION TWENTY-FIVE
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

By signing in the spaces below, the LESSEE ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND AGREES TO THE CONTENTS OF THIS AGREEMENT.

LESSEE: _____ Date: _____

LESSOR BY: _____ Date: _____
_____, City Clerk

This Agreement shall be renewed automatically for succeeding terms of one year unless terminated under the terms of this Agreement. At the termination date, Tenant shall surrender possession of the Hangar unless and until a new lease agreement is entered into. Lease of the Hangar shall not be permitted without an active lease agreement. Any holdover beyond the termination date shall be considered a Default and shall entitle the Landlord to remove Tenant's possessions from the Hangar and pursue any and all remedies as set forth in Section 14 of this Agreement.