

HANGAR LEASE AGREEMENT
SHELDON REGIONAL AIRPORT ADVISORY COMMISSION

This agreement entered into this _____ day of _____, _____ by and between the Sheldon Regional Airport Advisory Commission herein called Lessor, and _____ herein called Lessee.

The following terms and conditions shall govern the rental by Lessor of Hangar space to Lessee:

1. **Terms:** This agreement shall commence on _____ and remain in effect for a period of one month. Thereafter this agreement shall continue in effect from month to month, being automatically renewed after each month unless 30 days notice is given by either party that the agreement should not be renewed.

2. **Rent:** Lessee shall pay, as rent for the use of the described Hangar, the amount of \$_____ per month payable by the 15th of each month. Rent may be changed from time to time by the Lessor upon 30 days written notice to Lessee. Lessee shall also pay, as usage of electricity for engine tanis heat, the amount of \$5.00 for 4/6 cylinder engine per month, payable by the 15th of each month. Lessee will be liable for payment of electricity whether a one time usage or daily usage for the whole month.

3. **Premises:** The premises leased shall be the Hangar located on the Sheldon Regional Airport premises, designated as Hangar # _____, together with reasonably necessary rights of access across Lessor's adjoining areas.

4. **Maintenance of Premises and Services to be Provided:** Lessor will maintain the structural components of the Hangar including doors and door mechanisms.

Lessee shall be responsible and liable for any damage to the Hangar caused by Lessee's use, including, but not limited to, bent or broken interior walls, damaged doors, damage to other aircraft stored in the same Hangar due to the Lessee's improper or negligent operation.

5. **Liabilities:** Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored in the Hangar. Lessee does hereby expressly release, remise, indemnify and hold harmless the Lessor and the City of Sheldon, Iowa and their agents, employees or officers against any and all claims, actions, proceedings, damages and liabilities, including attorney fees, whether known or unknown, whether or not well founded in fact or in law, arising from the use of the hangars as set forth in this Lease Agreement.

Lessee shall be liable for any damage to Lessor's property and/or other stored aircraft arising from Lessee's negligence including but not limited to: the carrying on of unauthorized activities in the Hangar or the storage of flammables in the Hangar and/or aircraft other than fuel and oil in the aircraft tanks.

6. **Use of Premises:** The Hangar hereby leased shall be used only for the storage of aircraft and only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without eh benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities will be conduced on the Sheldon Regional Airport premises without express approval of the Sheldon Regional Airport Advisory

Commission and Fixed-Base Operator at the Sheldon Regional Airport. This included, but is not limited to, aircraft rental, charter, leasing flight instruction, aerial survey/photography work, etc.

7. **Sublease/Assignment:** The Hangar hereby rented will not be subleased by Lessee, nor will this lease be assigned without the express approval of Lessor. Storage of aircraft not belonging to, or leased by Lessee, shall be construed as a sublease and unless approved by Lessor shall be grounds for termination of this lease.

8. **Equal Opportunity:** "In accordance with Federal Law and USDA Policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability (not all prohibited bases apply to all programs). To file a complaint of discrimination, write to: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC., 20250-9410, or call 1-800-795-3272 (voice) or 202-720-6382 (TDD). USDA is an equal opportunity provider and employer."

9. **Termination:** This agreement may be terminated by either party upon 30 days written notice or nonrenewable as provided for in Paragraph 1 above. In addition, Lessor may terminate this agreement during the course of a monthly term upon the occurrence of any or the following, which shall constitute a breach of this lease agreement Lessee:

- Rent is not paid by the 15th of any month.
- Lessee has failed to comply with any condition of this lease and has not reasonably corrected the deficiency upon notice by Lessor.

In the event of such breach, Lessor shall notify Lessee of termination in writing. Lessee shall have three (3) days to remove his aircraft from the Hangar, after which Lessor is hereby specifically authorized to remove the aircraft, without further obligation to Lessee or liability for aircraft removed.

10. **Security:** Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of applicable airport security regulations and measures.

Security of the aircraft itself shall be the responsibility of the Lessee. Lessor shall not be liable for theft, vandalism, or pilferage to any items stored in the aircraft.

SHELDON REGIONAL AIRPORT
ADVISORY COMMISSION

(Lessor)

(Lessee)