

BLAIR AIRPORT AUTHORITY

HANGAR RENTAL AGREEMENT

Executive Hangar

This Hangar Rental Agreement (“Agreement”) made and entered into this by and between the Airport Authority of the City of Blair, a municipal corporation organized and existing under the laws of the State of Nebraska, (“Blair Airport Authority”), and \_\_\_\_\_ (“Aircraft Owner”);

WHEREAS the parties desire to enter into this Agreement for the use of an individual aircraft hangar, commonly referred to as a “Hangar” at Blair Airport, (“Airport”).

WHEREAS, 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 Blair Municipal Airport.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Blair Airport Authority and the Aircraft Owner do hereby mutually undertake, promise and agree, each for itself, its successors and assigns, as follows:

**TERM**

1. This Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ and continue on a month-to month basis until terminated by either party. Termination of said lease shall be by written notice to either party 30 days in advance of termination.

**RENTED PREMISES**

2. For and in consideration of the compensation and sundry covenants and conditions set forth herein to be kept and performed by the Aircraft Owner, all of which the Aircraft Owner accepts, the Blair Airport Authority does hereby rent to the Aircraft Owner Hangar # \_\_\_\_\_ otherwise known as the Executive Hanger. (“Rented Premises”).

**RENTAL PAYMENTS**

3. The Aircraft Owner agrees to pay monthly rent of \$ \_\_\_\_\_. Rental payments shall be due and payable on or before the first (1<sup>st</sup>) day of each calendar month with or without the demand of the Blair Airport Authority. Rental cost shall be reviewed periodically by the Blair Airport Authority and shall be subject to increase at the sole discretion of the Blair Airport Authority on sixty (60) days advance notice to Aircraft Owner.
4. Rent shall be considered delinquent and subject to a late fee of \$50.00 if not received by the 15<sup>th</sup> of each month.

## SECURITY DEPOSIT

5. Aircraft Owner shall deposit with Blair Airport Authority a security deposit in the amount of \$\_\_\_\_\_. The security deposit will be held by the Blair Airport Authority without interest as security for the full and faithful performance by Aircraft Owner of its obligation hereunder. In the event of default by Aircraft Owner, Blair Airport Authority may use all or any part of the security deposit for the payment of any unpaid rent or for any other monies owed by Aircraft Owner to Blair Airport Authority. Upon the termination of this Lease, any portion of the security deposit not so used or applied shall be returned to Aircraft Owner, provided Aircraft Owner faithfully performs its obligation hereunder, by mail within a reasonable time after the termination of this Lease.

## INSURANCE COVERAGE

6. Aircraft Owner shall obtain and maintain at all times during the term of this Lease, from a financially solvent insurance carrier(s) authorized to conduct business in the State of Nebraska, the following types and minimum amounts of insurance.

General Liability insurance, inclusive of aircraft liability and premises liability, with a combined single limit of \$\_\_\_\_\_ per occurrence insuring Aircraft Owner's liability against bodily injury to persons, invites, including passengers and damage to property;

All-Risk Property Insurance, with coverage to be Full replacement Value for Aircraft, furnishings, equipment, spare parts and all other contents for the Hanger.

7. **Certificate of Insurance:** All Aircraft Owner insurance is to be carried by one or more insurance companies licensed to do business in the state where this Lease is effective and approved by Blair Airport Authority. Blair Airport Authority shall be named as an additional insured under the applicable liability policies and furnished duly executed certificate(s) of all required insurance, together with satisfactory evidence of the payment of the premiums therefore, on the date Aircraft Owner first occupies the Hanger and, upon renewals of such policies of no less than thirty (30) days prior to the expiration of the term of such coverage. The insurance policies of Aircraft Owner shall further provide at least thirty (30) days advance written notice to Blair Airport Authority and Aircraft Owner of any material change, cancellation, non-renewal or changes adverse to the interest of the Blair Airport Authority and Aircraft Owner.

It is expressly understood by Aircraft Owner that the receipt of any required insurance certificate(s) by Blair Airport Authority hereunder does not constitute agreement that the insurance requirements of this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this lease. Further, the failure of Blair Airport Authority to obtain

certificates or other evidence of insurance from Aircraft Owner shall not be deemed a waiver by Blair Airport Authority. Nonconforming insurance shall not relieve Aircraft Owner of its obligation to provide the insurance specified herein. Non-fulfillment of the insurance conditions by Aircraft Owner hereunder may constitute a material breach of this Lease and Blair Airport Authority retains the right to suspend the Lease until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this lease, in Blair Airport Authority's sole discretion.

8. **Primary Insurance:** Consistent with the indemnification provisions of this Lease, Aircraft Owner's insurance policies will respond on a primary basis, with any insurance carried by Blair Airport Authority to be construed as secondary or excess insurance.

### **OBLIGATIONS OF THE AIRCRAFT OWNER**

9. Aircraft owner must annually furnish Blair Airport Authority with a current certificate air worthiness, and or show cause why certification will not be forth coming. The Blair Airport Authority at it's sole discretion will make the determination as to whether the lease may continue for occupancy by a non-certified aircraft.
10. Aircraft owner must furnish Blair Airport Authority with a copy of his/her current annual or show cause why annual certification will not be forth coming. The Blair Airport Authority at it's sole discretion will make the determination as to whether the lease may continue for occupancy by a non-certified aircraft.
11. **Casualty:** In the event the Hanger or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hanger is not rendered untenable by such damage. If the Hanger is rendered untenable and Blair Airport Authority elects to repair the Hanger, the rent shall abate for the period during which such repairs are being made, provided the damages were not caused by the acts or omissions of Aircraft Owner, its employees, agents or invites, which case the rent shall not abate. If the Hanger is rendered untenable and Blair Airport Authority elects not to repair the Hanger, this Agreement shall terminate.
12. **Indemnify; Force Majeure:** Aircraft Owner agrees to release, indemnify and hold Blair Airport Authority, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever including all costs, attorney's fees, and express incidental thereto, which may be suffered by, or charged to, Blair Airport Authority arising out of the Aircraft Owner's use of the airport or by reason of any loss of or damage to property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Aircraft Owner or its

servants, employees or agents of any covenant or condition of the agreement or by any act or failure to act by those persons. Blair Airport Authority shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by an Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Blair Airport Authority's control.

13. The Aircraft Owner agrees to use the Rented Premises for the storage of the aircraft identified herein, and for no other purpose, except lessee may park his/her or his/her passenger privately owned automobile inside the hangar, but only while on a flight which originates at the Blair airport.
14. The Aircraft Owner specifically covenants and agrees that no commercial operations shall occur at the Rented Premises or Airport premises, unless specifically applied for and approved by Blair Airport Authority.
15. The Aircraft Owner is prohibited from sub-leasing the Rented Premises or assigning its rights and obligations under this Agreement, without the express written approval of the Blair Airport Authority. The storage of any aircraft which is not owned or leased by Aircraft Owner in the Rented Premises shall constitute a sub-lease and is only allowable as indicated above.
16. The Aircraft Owner may not make, or cause to be made, any improvements, changes, modifications or additions to the Rented Premises, without the express written approval of the Blair Airport Authority.
17. The Aircraft Owner agrees to comply with all rules and regulations promulgated by the United States Department of Transportation, the Federal Aviation Administration, the Transportation Safety Administration and the ordinances of the City of Blair. The Aircraft Owner further agrees to comply with the Rules and Regulations of the Blair Airport Authority, as they may be amended from time to time, which are attached hereto and incorporated by this reference. Any subsequent amendments will be distributed to the Aircraft Owner in a timely manner and shall supercede all previous Rules and Regulations.

#### **RIGHTS AND COVENANTS OF THE BLAIR AIRPORT AUTHORITY**

18. The Blair Airport Authority covenants that it has exclusive jurisdiction and control of the Rented Premises and has right and authority to rent the same as herein set forth.
19. The Blair Airport Authority covenants that the Aircraft Owner shall have peaceful possession and quiet enjoyment of the Rented Premises so long as the Aircraft Owner timely performs and observes all of the covenants, agreements, terms and conditions hereof.

20. The Blair Airport Authority reserves the right to maintain and keep in repair all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Aircraft Owner to affect the right to maintain and repair all publicly owned facilities.
21. The Blair Airport Authority reserves the right to further develop or improve the landing area and all publicly-owned air navigation and support facilities of the Airport at its discretion, regardless of the desire or views of the Aircraft Owner, and without interference or hindrance.
22. The Blair Airport Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction or interference.
23. During time of war or national emergency, the Blair Airport Authority shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities or other areas or facilities of the Airport. If such agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
24. It is understood and agreed that the rights granted to the Aircraft Owner by this Agreement will not be exercised in such a manner as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.
25. There is hereby reserved to the Blair Airport Authority, its successors and assigns, 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 Rented Premises, together with the right to create in said air space 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 air space or landing at, taking off from, or operating on or above the Airport.
26. The Blair Airport Authority shall carry such insurance on the Rented Premises as it determines to be appropriate; however, the Blair Airport Authority shall not, by reason of such insurance, or for any other reason, be liable for any damage to persons or property in the Rented Premises resulting from structural failure, the elements, fire, explosion, wind, tornadoes, act of public enemy, act of God or other cause.
27. The Blair Airport Authority and its duly authorized representatives shall have the full and unrestricted right to enter the Rented Premises for the purpose of inspecting and of doing any and all things necessary for the Blair Airport Authority to meet its obligation or which to perform duties deemed necessary in the sole discretion of the Blair Airport Authority for the proper conduct and operation of the Airport.

28. The Aircraft Owner shall not have on the premises or stored at any time on the premises any aviation fuel, gasoline or flammable material of any type except the Aircraft Owner may utilize mobile refuelers which meet all safety standards established by the Authority and the Federal Aviation Administration or a storage system meeting all EPA, State DEQ, NFPA, American Petroleum Institute (API) and FFA requirements and approved by the Blair Airport Authority. Aircraft owner shall be allowed to store aircraft engine oil in hangar in an amount not to exceed three oil changes.

## **RECAPTURE AND RESTORATION**

29. Upon termination of this Agreement, for any reason, the Aircraft Owner shall remove all personal property from the Rented Premises. In the event the Aircraft Owner shall hold over and remain in possession of the Rented Premises after termination of this Agreement such holding over shall not be deemed to operate as a renewal or extension of this Agreement.

## **TERMINATION**

30. Either party may terminate this Agreement by giving written notice to the other party of its intention to do so, no less than thirty (30) days prior to the intended date of termination.
31. All property issued by the Blair Airport Authority (i.e., keys, padlocks, hangtag, badges) must be returned to the Blair Airport Authority immediately upon vacating the Rented Premises.

## **FEDERAL REQUIREMENTS**

32. The Aircraft Owner for himself, his heirs, personal representatives, successors-in-interest, and assigns as part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on said property described in this Rental Agreement, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Aircraft Owner shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, non-discrimination in Federal Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
33. The Aircraft Owner for himself, his personal representatives, successors-in-interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied

the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Aircraft Owner shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federal Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**GENERAL PROVISIONS**

34. Notices to the Blair Airport Authority provided for in this Agreement shall be sufficient if sent by certified, registered or regular United States mail, postage prepaid, addressed to: The Airport Manager, Blair Airport Authority, 218 South 16<sup>th</sup> St., Blair NE 68008, and notices to the Aircraft Owner, if sent by certified, registered or regular United States mail, postage pre-paid, addressed to:

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**AIRCRAFT OWNER**

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**ADDRESS**

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**PHONE NUMBER**

35. The Aircraft Owner represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees fully to comply with the same. The Aircraft Owner further acknowledges that this document is a legal and binding contract.

36. Where this Agreement speaks of approval and consent by the Blair Airport Authority, such approval is understood to be manifested by act of the Executive Director or his designee.

**INVALID PROVISION**

37. In the event that any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained; provided that the validity of any such covenant, condition or provision does not materially prejudice either the Blair

Airport Authority or the Aircraft Owner in its respective rights and obligations contained the valid covenants, or provisions of this Agreement.

**CHOICE OF LAW**

38. This contract shall be governed by Nebraska law and any dispute arising out of or under said agreement shall be heard in the court system of Washington County, Nebraska. Said court system shall be the forum of choice by both parties to this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
WITNESS AIRCRAFT OWNER

\_\_\_\_\_  
WITNESS AIRPORT AUTHORITY OF THE  
CITY OF BLAIR

**AIRCRAFT OWNER (COMPLETE BLANKS BELOW)**

Type of Aircraft: \_\_\_\_\_  
Registration Number: \_\_\_\_\_  
Telephone Number (Residence) \_\_\_\_\_ (Business) \_\_\_\_\_  
Cell Phone Number \_\_\_\_\_  
T-Hangar Badge# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_  
T-Hangar Key# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_  
Gate Key# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_

Date of last Annual \_\_\_\_\_

Copy of Certificate of Insurance \_\_\_\_\_

If Aircraft Owner is a corporation, club, partnership or joint venture, list below the names and addresses of all principals (any changes to be reported in writing).

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_  
Phone Number(Residence) \_\_\_\_\_ (Business) \_\_\_\_\_  
T-Hangar Badge# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_  
T-Hangar Key# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_



Gate Key# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Phone Number(Residence) \_\_\_\_\_ (Business) \_\_\_\_\_

T-Hangar Badge# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_

T-Hangar Key# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_

Gate Key# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Phone Number(Residence) \_\_\_\_\_ (Business) \_\_\_\_\_

T-Hangar Badge# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_

T-Hangar Key# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_

Gate Key# \_\_\_\_\_ (Date Issued) \_\_\_\_\_ (Date Returned) \_\_\_\_\_