

HANGAR LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between ANTHONY MUNICIPAL AIRPORT, ANTHONY, KANSAS by THE CITY OF ANTHONY, a Municipal Corporation, Lessor, and _____, Lessee, **WITNESSETH:**

WHEREAS, Lessor is the owner of the Anthony Municipal Airport located within Harper County, Kansas, and is desirous of making available to the Lessee hangar space and the Lessee desires hangar space at the Lessor's Municipal Airport.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions of this agreement the Lessor hereby leases to the Lessee, Hangar _____ Located on Lessor's premises at Anthony Municipal Airport, in accordance with the following terms and provisions:

LESSOR AND LESSEE COVENANT AND AGREE, as follows:

1. Lessee agrees to pay to Lessor, for the use and occupation of said premises, rent as follows:

| | |
|-----------------------------------|------------------------|
| _____ Storage Month to Month Only | \$60.00 per Month |
| _____ Airplane Month to Month | \$75.00 per Month |
| _____ Airplane 6 Month Lease | \$300.00 per 6 Months |
| _____ Airplane 12 Month Lease | \$570.00 per 12 Months |

Lessee shall pay as rental the sum of the lease price agreed upon and such rent shall be paid to the City of Anthony, P.O. Box 504, Anthony, Kansas 67003, in advance on the first day of each month or the first day of the 6th month or 12-month lease periods. Adjustments in said rental may be made by Lessor upon thirty (30) days notice.

2. The term of this lease shall be from the date of signing until the last day of the month, 6-month, or 12-month term selected. This lease can be terminated by either party, upon written notice of such termination at least thirty (30) days prior to the termination date. No pro-ration of the lease payment will be refunded for early termination.
3. Lessee shall use the hangar space solely for the purposes of storage and for no other purpose without the prior written consent of Lessor. Lessee shall not use hangar space for residential purposes and shall not store fuel on site.
4. Lessee further agrees to maintain the hangar space in a good state of repair and shall maintain all exterior area within fifteen (15) feet of the hangar in a reasonable clean, neat, and attractive condition.
5. Lessor shall not be responsible for any loss, damage, or inconvenience to any person or property that may occur in or on the leased premises or from the use thereof, however caused, that has not been the result of willful neglect or fault on the part of the Lessor. Lessor shall not be responsible for malfunction to the hangar doors due to inclement weather. The Lessee agrees to hold the Lessor harmless of and from any liability that may be occasioned by any such incidents.
6. Lessee shall obtain and keep in full force during the term of this lease, including any extension thereof, liability insurance with limits of at least \$1,000,000. The City of Anthony/Anthony Municipal Airport shall be listed as an additional insured on said policy and a certificate verifying such shall accompany this lease at the time of signing.

7. Lessee shall not re-lease or sub-lease premises, or any portion thereof, or assign this lease, without written consent of Lessor.
8. Lessor reserves all rights to enter the hangar space at time reasonably necessary.
9. Lessee shall deliver the premises to Lessor at the termination of the lease in as good condition as received, fair wear and tear excepted. Upon termination the Lessee shall immediately remove all the Lessee's property located thereon. **However, Lessor may deny Lessee access to personal property if Lessee is in default.**
10. Pursuant to K.S.A. 58-816 et seq., Lessor retains a lien on all personal property stored within each leased hangar space for rent, labor or other charges, and for expenses reasonably incurred in its sale. Any property stored in the leased hangar space may be sold to satisfy the lien if the Lessee is in default and any proceeds from the sale of the property which remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by the Lessee within one year after sale of the property. A sale may be held after the Lessee is in default for more than forty-five (45) days and proper notification has been given.
11. If the Lessee fails to perform any of the terms and provisions of this lease the Lessor may, at Lessor's option, terminate this lease by giving the Lessee written notice of such termination. Upon such termination as therein provided, Lessee agrees to deliver possession of the premises as provided in paragraph 8 above. Any notice permitted or required hereunder to be given by Lessor to Lessee shall be given by United States certified mail, a return receipt requested, to Lessee at the Lessee's last known address.
12. This lease does not create a Bailor-Bailee relationship.
13. It is mutually agreed that all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and all persons claiming by, through or under the parties hereto.

IN WITNESS WHEREOF, we have hereunto subscribed our names the day and year first above written.

LESSOR
ANTHONY MUNICIPAL AIRPORT,
CITY OF ANTHONY, A Municipal
Corporation

Date _____ By _____
Gregory L. Cleveland, Mayor

ATTEST: _____
Cyndra Kastens, City Clerk/Administrator

LESSEE – BY: _____

Address: _____

Phone #: _____