

Grand Rapids – Itasca County Airport
Gordy Newstrom Field

T-HANGAR LEASE AGREEMENT

This lease made on January 1st, 2025, between **NAME**, whose address is **XXXXX**, **Grand Rapids, MN, 55744** referred to as “LESSEE” and the City of Grand Rapids, referred to as “LESSOR”.

WITNESSETH:

LESSOR, in consideration of the covenants and agreements hereinafter mentioned agrees to lease to LESSEE the following described property:

XX Unit T-Hangar, Bay # X

To have and to hold the same for a period of three (3) year(s) commencing on January 01, 2025, and terminating on December 31, 2027, upon the following terms, conditions, covenants, and agreements, to-wit:

1. The total amount for said lease is \$6,960.00. LESSEE shall pay the remaining balance of \$6,960.00 as follows: 12 equal installments of \$185.00 per month in 2025, 12 equal installments of \$195.00 in 2026, and 12 equal installments of \$200.00 in 2027. Payments are due on or before the fifth (5th) day of each month.

LESSEE agrees to pay LESSOR the rent set forth above and mail or deliver said payments to:

City of Grand Rapids
C/O City of Grand Rapids Finance Department
420 North Pokegama Avenue
Grand Rapids, Minnesota 55744-2662

2. LESSEE agrees to pay LESSOR rent increases, if any, imposed by LESSOR during the term of this Lease Agreement, in addition to the rent payable above. Rent increases, if any, shall be effective January 1st of each rental year and will be made through an addendum to this Agreement. LESSOR shall notify LESSEE in writing of a pending rent increase no less than Sixty (60) days prior to the effective date for said rent increase.
3. LESSOR hereby grants and gives the LESSEE, at LESSEE’s option, the privilege to renew this lease and be subject to all the terms and conditions herein, except rental amount. LESSOR shall notify LESSEE of requirements to renew this lease at least thirty (30) days prior to the end of the term of this

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lease or any applicable renewal period by written notice.

4. LESSEE agrees not to refuel in the hangar and agrees not to store fuel or any flammable, combustible, or any other dangerous materials or objects in the leased area.
5. Smoking in the hangar is prohibited.
6. Spray painting in the hangar is prohibited.
7. LESSEE agrees to maintain the property in good condition except for ordinary wear and tear. LESSEE is responsible, and must pay for all; repairs, replacements, HAZMAT spills/clean-up, and damage caused by the act or neglect of the LESSEE or the LESSEE's visitors. LESSEE shall pay for and replace light bulbs as required. LESSEE shall remove all of LESSEE's property at the end of this lease or any applicable renewal. Any property that is left becomes the property of the LESSOR. LESSEE shall, at a minimum, remove snow and ice within three (3) feet of the leased premises. Snow and ice may be pushed outward to facilitate snow and ice control efforts of the LESSOR.
8. LESSEE agrees not to engage in any commercial, aviation or otherwise, endeavors, businesses, work or related enterprise on said leased premises. Further, LESSEE agrees that the premises so leased shall not be used for commercial or non-commercial use of a non-aviation purpose.
9. LESSEE agrees that only aircraft and/or aviation related property would be stored on the leased premises. Further, LESSEE shall make a request in writing to the LESSOR to store any non-aviation related property on the leased premises.
10. LESSEE agrees that LESSOR shall have no liability whatsoever for the injury or damage to any property of LESSEE stored on the leased premises. LESSEE understands that s/he may at his/her own expense provide insurance protection for multi-peril loss.
11. Lessee shall only store an aircraft owned by LESSEE. However, LESSEE shall have the right to sublet the leased premises for the storage of one (1) aircraft during six (6) months of any calendar year during which time the LESSEE is not storing his/her own aircraft. LESSEE must give LESSOR written notice of the SUBLESSEE's name and the dates of the sublease. LESSEE shall continue to be responsible for all sections of this lease, as well as, continue to make the rental payments due. Upon sale by LESSEE of LESSEE's aircraft, this contract shall immediately terminate unless the LESSOR and LESSEE have entered into a separate written agreement solely for the purpose of extending this lease for a definite period of time, but in no event longer than

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ninety (90) days, to allow the Lessee to purchase a different aircraft for storage in accordance with this Agreement.

12. It is further understood and agreed that this Lease and the privileges herein granted to the LESSEE, and all right, title and interest therein, and the power to execute the same are personal to the LESSEE and shall not, except as permitted herein with the consent of the LESSOR, be assigned or transferred or sublet or otherwise disposed of to any person, firm or corporation, directly or indirectly, by act of the LESSEE or by operation of law. LESSOR shall not unreasonably withhold such consent.
13. LESSEE shall have the right to park his/her privately owned vehicle in the hangar during a flight or flying trip.
14. This Airport Lease Agreement may be terminated by either the LESSEE or LESSOR without cause given one (1) rental period (1 calendar month) notice in writing from one party to the other. Verbal termination notifications will not be accepted. Lease termination by the LESSOR with cause is outlined in Paragraph #15.
15. It is expressly agreed that if default be made in the payment for rent or any other payments required herein, or any part thereof or if the LESSEE shall, without the consent of the LESSOR, assign this Lease for the whole or any part of said term, or use said premises or any part thereof for any other purpose than is hereinbefore specified, or violate any other covenant or agreement contained in this Lease, then, in any such case, the LESSOR may serve upon the LESSEE a Notice in writing by mailing a copy thereof addressed to **XXXX XXXXXX, Grand Rapids, MN 55744**, which Notice shall state the default or violation of the terms of the Lease Agreement claimed by the LESSOR to have been made by the LESSEE and of the election on the part of the LESSOR to terminate the Lease, if such default or violation is not remedied within thirty (30) days from the mailing and posting of such Notice; and unless within such period such violation shall have been remedied or corrected by the LESSEE and LESSEE has fully complied with the provisions of the Lease claimed to have been violated, the said Lease shall upon the expiration of such period of thirty (30) days, or if the LESSEE has committed the same violation within twelve (12) calendar months where Notice has been served, the LESSEE be deemed to have terminated as fully and to the same effect as if, upon said date, the original term of said Lease has expired.
16. A penalty of ten percent (10%) of the unpaid rental balance shall attach to and be payable to LESSOR should the LESSEE fail to make payment as required by this Agreement within fifteen (15) days of the payment due date. Should LESSEE fail to make two (2) successive rental payments this lease may be terminated.

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Neither the extension of time for payment of any sum of money to be paid hereunder nor waiver by LESSOR of LESSOR's right to terminate this contract by reason of any breach shall in any manner affect the LESSOR's right to cancel this contract because of default or breach subsequently occurring.

Upon termination of this lease, LESSEE shall vacate the premises. If LESSOR is required to take legal action to have LESSEE removed from the premises, LESSEE shall pay all costs incurred, including reasonable attorney fees related to said action.

17. The contract entered into with the understanding that both parties are subject to all the requirements of Chapter 303, Laws of Minnesota, 1945, (M.S.A 360 and subsequent), and all amendments thereto, and that all provisions hereof inconsistent with the provisions of said law shall be revised in accordance with the demands of proper authorities when such demands are made.
18. Upon reasonable notice, LESSOR may enter the property to provide services, inspect, repair or show it. In case of emergency and/or the LESSEE's absence, LESSOR may enter property without the LESSEE's consent.
19. LESSEE shall at LESSEE's expense carry liability insurance that names the City of Grand Rapids as an additional insured. The liability insurance shall be in the same amount as the maximum liability to which the Grand Rapids – Itasca County Airport is exposed pursuant to Minn. Stat. Sec. 466.04 and subsequent amendments thereto.
20. Key Record: 2 keys have been issued for this unit and must be returned on termination of this agreement.
21. Preferred Phone Contact (optional): _____
22. Preferred Email Contact: _____
23. Aircraft Type and Tail Number: _____

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XX Unit T-Hangar, Bay # X

CITY OF GRAND RAPIDS

BY: _____
CITY ADMINISTRATOR

BY: _____
CITY ENGINEER

BY: _____
NAME