



T-hangar Lease Agreement
Oelwein Municipal Airport (OLZ)
Oelwein, Iowa

THIS LEASE AGREEMENT is made and entered into by and between the City of Oelwein, referred to as "The city", hereinafter referred to as the "Lessor", _____ and hereinafter referred to as the "Lessee",

THE LESSEE AGREES AS FOLLOWS:

1. This lease is subject to the Rules and Regulations of the Oelwein Municipal Airport and the Federal Aviation Administration (FAA). Lessee shall, in addition to meeting all other general minimum standards set out in the Rules and Regulations, abide by the terms set forth herein below.
2. The City of Oelwein, in consideration of the rentals to be paid by the Lessee, does hereby lease to the Lessee, Hangar # _____, hereinafter referred to as the "Leased Premises", for individual aircraft storage on the Oelwein Municipal Airport, hereinafter called the "Airport", beginning on the first day of _____, _____ 20____, at the rental rate set by Oelwein City Council. This lease shall be a monthly lease and may be terminated by giving 30 days written notice. The rent shall be paid in full by the first day of the month. If the lease is terminated prior to the end of the monthly lease agreement, there shall be no penalty. The city will not issue a refund on any hanger rental. All rental payments as provided herein shall be made to the City of Oelwein, 2nd Ave SW, Oelwein, IA 50662. The aircraft to be stored in or upon the Leased Premises, is that which is set forth herein below.
3. Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may, at the option of the Landlord, be cancelled and forfeited, PROVIDED HOWEVER, before any such cancellation and forfeiture, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited 30 days after the giving of such notice, unless such defaults are remedied within such grace period. Upon termination of this Lease Agreement, Lessee shall peacefully, and without delay, vacate the Leased Premises and do so in a reasonable manner without causing any damage to the Leased Premises. The Lessee shall not assign or sublet the leased premises at any time. The Lessee covenants and agrees during the term of this lease to use and to occupy the Leased Premises primarily for the storage of aircraft.
4. Fueling or running engines of aircraft in hangars or storage of any type of fuel is not permitted. Fueling must be done outside of hangar using only approved fuel container and transfer device.
5. Hangar doors are to be closed when not in use. Snow will be plowed within one to two feet of the hangar door, renter is responsible to remove snow up to the door. Automobile parking in the hangar is approved, if the tenant is gone for an extended period of time.
6. The City undertakes no service in connection with the aircraft owned by the Lessee, and hereinafter described, during the period of tenancy, and shall not be liable to the Lessee for any damages sustained by said aircraft, or the contents thereof, by reason of any actions performed by/or authorized by the Lessee.



7. Tenants are responsible for keeping the hangar clean and free of oily rags, flammable materials and trash. City will provide electricity without additional cost to the Lessee. Space heaters are permitted only when personally attended, and only FAA approved engine heaters may be used when unattended.

8. In the event of fire or any other cause thereto, shall damage the hangar, or the means of access, the rent payable hereunder shall not abate provided that the hangar is not rendered untenable by such damage. If the hangar is rendered untenable, and the City elects to repair the hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the hangar is rendered untenable and the City of Oelwein elects not to repair the hangar, this Lease Agreement shall terminate effective on the date the City elects not to repair the hangar.

9. The City reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

10. All additions or improvements made to the hangar, and removal of said additions and improvements, shall be pre-approved by the City.

11. This Lease Agreement shall be subordinate to the provisions of any outstanding agreement between the City and the United States Government relative to the maintenance, operation, or development of the Airport, during time of war or national emergency, for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

12. The City reserves the right to enter the Leased Premises, at any time. Keys must be provided to the Fixed-base Operator (FBO) for any private locks. The City shall maintain the building and appurtenances; provided however, that the City shall not be obligated to make repairs occasioned by the use or actions of the Lessee, which shall be the obligation of the Lessee, normal wear and tear considered. Tenants are to notify the FBO of any hangar problems.

13. The airport is to be accessed by the main entrance only.

14. The Lessee shall indemnify and hold the City of Oelwein, its employees, agents and representatives, harmless against the loss, damage or expense suffered or sustained by Lessee as a result of the Lessee's actions or inactions, causing either injury to persons, or damage to property, arising or growing out of the use of the T-Hangar as herein described, or use of any part of the Airport by Lessee, or Lessee's employees, agents or contractors.

15. Lessee shall maintain, at its own expense, insurance insuring against liability for damage or loss of other aircraft, or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Lessee's failure to provide and/or maintain the required insurance coverage, as set forth herein, shall be grounds for immediate cancellation of this Lease Agreement. Proof of insurance shall be provided at time of rental to the City Clerk, and Lessee shall also provide, with proof of insurance, that the insurance company has been informed to notify the City of Oelwein, in case of any lapse of insurance.



16. If a Court of competent jurisdiction finds any clause or paragraph of this Lease Agreement to be unenforceable or invalid, the clause or paragraph shall be severed from the remainder of the Lease Agreement and shall not affect the remaining clauses or paragraphs which can be given effect without the unenforceable or invalid clause or paragraph.

17. In accordance to FAA guidelines the following items are permissible to be stored in the hangar:

- Storage of active aircraft.
- Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft.
- Construction of amateur-built or kit-built aircraft, provided that activities are conducted safely.
- Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair, or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar's primary use.
- Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangar's primary use.
- Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar (for example, televisions, furniture).
- A vehicle parked at the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations.

18. The following are not permissible to be stored within hangars given FAA guidelines:

- Use as a residence.
- Operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, non-aeronautical business office.
- Activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar.
- Activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
- Storage of household items that could be stored in commercial storage facilities.
- Long-term storage of derelict aircraft and parts.
- Storage of items or activities prohibited by local or state law.
- Fuel, and other dangerous and Hazmat materials.
- Storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.



Description of Aircraft:

Make:

Model:

- Single Engine
- Twin Engine
- Turbine
- Jet
- Helicopter

Lessee Info:

Lessee Name: (Please Print) _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Signature (Lessee): _____ **Date** (Lessee): _____

Signature (Lessor): _____ **Date** (Lessor): _____