

Tenant:
Hangar #:
Lease Date:
Expiration Date: Month-To-Month

**LA CROSSE REGIONAL AIRPORT
Storage Hangar Lease Agreement**

THIS AGREEMENT, is entered into this _____ day of _____, _____, by and between the La Crosse Regional Airport, City of La Crosse, (hereafter the "Lessor"), whose address is 2850 Airport Road, La Crosse, WI 54603 and _____, (hereafter the "Lessee"), a(n) _____ (individual(s)/corporation/partnership/LLC/Flying Club) whose address is/principal office is located at:

E-Mail Address: _____

Each Lessee is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

IN WITNESS WHEREOF, in consideration of the Leased Premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Lease of Hangar.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor hangar # _____ (hereafter the "Leased Premises"), located at the La Crosse Regional Airport for the purpose of non-aeronautical storage.

2. **Fees: Rent:** Lessee shall pay as rent for the Leased Premises in the amount of \$_____ per month. Rent for subsequent years commencing on January 1, 2018 shall be adjusted in accordance with the Consumer Price Index - National Index for All Urban Consumers for the previous calendar year. CPI adjustments for pre-paid months impacted by a CPI adjustment shall be billed and paid/refunded at the end of the term in a lump sum payment. Said adjustments shall be computed as follows:

$$\text{New Rate} = \text{Most recent year's rate} \times \frac{\text{CPI Index for October of most recent year}}{\text{CPI Index for October of next most recent year}}$$

Parties to this Agreement understand and agree that the CPI change will be effective January 1 of each year commencing January 1 of the next year following this Agreement date during the term of this Agreement. All rents are due and must be received by Lessor on the first business day of each month. In the event that the commencement of this Agreement falls on other than the first day of the month, the rentals due hereunder shall be paid pro-rata based on the number of days of the month this Agreement is in effect.

If said rental is not timely received by Lessor as described above, then (1) the hangar may be locked as early as the following calendar day, and (2) the Lessee shall pay Lessor a late charge of \$15.00 (fifteen) dollars. Unpaid rental installments over thirty (30) calendar days shall accrue interest at the rate of one and one-half (1.5) percent per month. Lessor does not waive the right to insist on payment of rent in full on the date it is due. Two such delinquencies shall constitute the termination

of this Agreement and the Leased Premises shall be vacated immediately by Lessee. Lessee hereby agrees that if the Leased Premises is not vacated immediately Lessor shall have a lien on any property stored on the Leased Premises and may retain the possession thereof for the amount due Lessor for the keep, support, storage or repair and care of the property until said amount is paid in full. The Lessee further agrees that all property belonging to the Lessee which may be contained in the subject hangar shall at all times be subject to a lien in favor of the Lessor for all sums due herein. A lien release shall be provided to the Lessee from the Lessor when all sums due under this Agreement are paid current.

3. Use of Leased Premises:

(i) The Leased Premises shall be used only for the storage of non-hazardous and non-explosive personal belongings. Only Lessees with current Airport Operations Area (AOA) credentials will be allowed to lease and access the Leased Premises. The storage of commercial use belongings used in a business are not allowed. :

PROHIBITED USES

- (a) Use as a residence;
- (b) Operation of a non-aeronautical business;
- (c) Hazardous items not authorized within this Agreement;
- (d) Other non-aeronautical uses unless so authorized by the Airport Director in compliance with FAA Policy.

(iii) Lessee agrees that they shall not store any flammables within Leased Premises.

(iv) Lessee shall leave the Leased Premises broom-clean and in orderly condition, reasonable wear and tear excepted, at the termination of this Agreement.

(v) Lessee shall not perform, or have performed, painting or doping operations of any kind within the Leased Premises, except for minor touch-up using a spray can, brush, or air brush only. Use of air compressors for this purpose shall be strictly prohibited.

(vi) Lessee shall not perform any maintenance on any vehicle or equipment of any kind including but not limited to automobiles, motorcycles, bicycles, boats, and campers, on the Leased Premises.

(vii) No heater of any kind shall be installed or used on the Leased Premises.

(viii) Lessee shall be prohibited, either directly or indirectly, from conducting or promoting any commercial activities within the Leased Premises or in the hangar area, unless otherwise licensed or authorized by the Airport Director and Aviation Board to do so in compliance with Airport Rules and Regulations and Minimum Standards. For the purpose of this Agreement, commercial activity shall mean the provision of a product or service, whether payment occurs in the form of cash or credit, or barter, including but not limited to maintenance or inspection of aircraft not authorized herein, flight training, and sale of aircraft parts or supplies.

(ix) No signs, emblems, or advertising shall be placed or erected on or in the Leased Premises herein demised, nor shall Lessee make any alterations, changes or additions to the Leased Premises without approval of the Airport Director.

4. Term: The term of this Agreement shall be for a period of 30-days commencing on _____, _____. Thereafter this Agreement shall continue in effect and will be automatically renewed month-to-month. Lessee is responsible for all provisions of this Agreement during this period. Either party may cancel this Agreement with thirty (30) calendar days written advanced notice for any reason.

If an aeronautical user shall become available for the Leased Premises this Agreement shall be terminated with thirty (30) calendar days written advanced notice.

5. **Right of Access to Adjacent Areas:** Lessor shall have at all times access to areas adjacent to the Leased Premises. To ensure this right, Lessee shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural and manmade.

6. **Maintenance and Repairs to the Leased Premises .** The Lessor shall perform routine repair and maintenance to the Leased Premises. When necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests costs of performed maintenance will be the responsibly of the Lessee. If maintenance required by Lessor results in the Leased Premises being rendered unfit for occupancy and Lessee is not provided an alternate hangar storage area for a period of 2 days or more, then rent for the entire non-occupancy period shall abate. Abatement of rent is based on the period required by Lessor to affect the repair and not the Lessee's availability for occupancy. If Lessee requests to be present during maintenance repairs then Lessee waives abatement of rent.

7. **Assignment and Subletting:** This Agreement may not be assigned, sublet, or transferred.

8. **Parking:** Lessee shall park vehicles as to not block aircraft traffic or create an unsafe condition. All hangar doors shall be closed and secured at all times during inclement weather.

9. **Applicable rules and regulations:** Lessee agrees to comply with any and all applicable federal, state, and local laws, regulations, and orders, and any amendments thereto. Lessor will reasonably inform Lessee of changes to City/Airport regulatory requirements.

Lessee at all times shall abide by the Minimum Standards and Rules and Regulations for the La Crosse Regional Airport as approved and amended by the Aviation Board and as published on the La Crosse Regional Airport website at www.lseairport.com.

11. **Maintenance on Premises:**

No maintenance of any kind shall be conducted in the Leased Premises.

12. **Electrical:**

If Lessee's hangar is equipped with electric doors, Lessee must physically remain at the door during operation. Any damage due to leaving the door unattended during operation will be the sole responsibility of the Lessee.

13. **Storage of Hazardous Materials.** Hazardous materials, as defined by the Wisconsin State EPA, shall not be stored in/on the Leased Premises.

14. **Inspection.** The Lessor may, without prior notice to the Lessee, enter and inspect the Leased Premises for the purpose of ensuring Lessee's compliance with its obligations under this Agreement. Lessor will be held responsible for any theft or damage to Lessee's property should the Lessor fail to properly secure the Leased Premises upon completion of the inspection. Lessor will make a reasonable effort to contact lessee in all other cases prior to entering the Leased Premises, except in emergencies. Lessor may enter the Leased Premises for required maintenance if undue delay results when requesting lessee's presence.

15. **Indemnification.** The Lessee hereby covenants and agrees to indemnify, hold harmless and defend, at its expense, Lessor, its appointed or elected officials, committee members, employees, agents from and against any and all claims or suits for damages or injury, including death, to any and all persons or property, of whatsoever kind or character, (a) arising out of or incident to the leasing, use, occupancy or maintenance of the Leased Premises by Lessee, its officers, agents, employees, patrons, contractors, subcontractors, licensees or invitees and (b) in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any willful act, error or omission, fault or negligence by the Lessee. Such indemnification shall not apply to acts of willful misconduct of Lessor.

Except as otherwise provided in section 14 of this Agreement, there shall be no liability by the Lessor for loss through damage by windstorm, fire, theft, vandalism, or any other casualty or act of God to the property of the Lessee stored or maintained in the hangar.

17. **Snow Removal.** The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the Airport snow removal policy in effect during the term of this Agreement .

18. **Locks and Keys.** Lessor is to be given a key for any lock used to secure the Leased Premises. Lessee hereby agrees that it will not create duplicate keys or change the lock on the Leased Premises without Lessor's prior written permission. Lessee to provide Lessor with two keys or the correct combination to any additional or supplemental lock(s) not provided by Lessor.

19. **Security:** Lessee shall strictly comply with the Airport security requirements of the Lessor including vehicle use policies and procedures, badging of personnel requiring access to the Airport Operations Area (AOA), escorting of non-badged personnel, gate access requirements including compliance with all posted signage, and immediate notification of the Airport of any violations to security procedures or malfunctions of Airport gates. Vehicles are strictly prohibited to travel anywhere other than between authorized access gates and the hangars, garbage dumpster, and portable restroom facility.

20. **Garbage:** Dumpster facilities are made available for aircraft hangar tenants only. Lessee shall not utilize provided dumpster facilities for refuse of any manner. Lessee shall not dispose of any furniture, electronics, non-disposable items, hazardous materials, or other items as posted. Garbage facilities are monitored with security cameras and compliance will be strictly monitored and enforced.

21. **Default.** If Lessor defaults in the performance of its duties or obligations as required under the terms of this Agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within fourteen (14) business days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this Agreement with written notice to Lessor.

If Lessee defaults in the performance of its duties or obligations as required under the terms of this Agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within fourteen (14) business days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this Agreement with written notice to Lessee.

22. **Notice.** All notices and requests required or authorized under this Agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this Agreement. Additionally, Lessee shall also submit a copy of any notice to the City Attorney's Office at 400 La Crosse Street, La Crosse, WI 54601. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within five (5) business days after the change.

23. **Governing Law.** This Agreement is a contract executed under and to be construed under the laws of the State of Wisconsin. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement shall be brought and venued in the circuit court of La Crosse County. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

24. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

Amended 9/6/2016

IN WITNESS WHEREOF the parties have set their hands and seals this _____ day of _____, _____.

LESSOR:
LA CROSSE REGIONAL AIRPORT

LESSEE:

By:

By:

By:

By: