

Tenant:
T-Hangar #:
Lease Date:
Expiration Date:
Extended To:

**LA CROSSE REGIONAL AIRPORT
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. All parties utilizing the aircraft authorized in this lease shall be a signed party to this lease Agreement unless so authorized as a flying club or corporation.

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 storing/parking the following aircraft (hereafter the "aircraft").

Aircraft Make _____
Aircraft Model _____
Aircraft Year _____
Aircraft Serial Number _____
Aircraft Registration Number _____

For corporations the following individuals are owners of the designated Aircraft and are authorized to utilize the Aircraft under this Agreement:

User _____
User _____
User _____

Flying Clubs must complete a Flying Club Permit per Airport Rules and Regulations.

Lessee shall notify Lessor of any change or use of hangar space by other than listed aircraft within seven (7) calendar days.

2. Fees: Rent: Lessee shall pay as rent for the Leased Premises in the amount of \$_____ per month. Lessee may make a 12 month, non-refundable, pre-payment of rent with a \$5.00 discount on the monthly rental rate. This 12 month payment may be made at any time during the term of the

Agreement but said term of this Agreement shall automatically extend for a 12 month period from the time of said payment.

Rent for subsequent years commencing on January 1, 2019 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 aircraft 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 aircraft 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 T-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 following purposes and only for those aircraft and equipment owned or leased by Lessee:

PRIMARY USES

- (a) Storage of active aircraft;
- (b) Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- (c) Construction of amateur-built or kit-built aircraft.

ANCILLARY USES

- (a) Storage of aircraft handling equipment used to service, maintain, repair or outfit aircraft and other items related to ancillary or incidental uses that do not affect the hangar's primary use.
- (b) Storage of materials related to an aeronautical activity that do not affect the hangars primary use;
- (c) Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar;
- (d) A vehicle parked at the hangar while the aircraft usually stored in the hangar is flying so long as the automobile gas tank is securely closed;
- (e) No ancilliary use shall interfere with in any manner with the entrance, storage, and removal of aircraft. Interference being defined solely by Lessor.

PROHIBITED USES

- (a) Use as a residence;
- (b) Operation of a non-aeronautical business;
- (c) Activities which impede the movement of aircraft in and out of the hangar;
- (d) Storage of household items that could be stored in a commercial storage facility;
- (e) Long-term storage of derelict aircraft and parts;
- (f) Hazardous items not authorized within this Agreement;
- (g) Other non-aeronautical uses unless so authorized by the Airport Director in compliance with FAA Policy.

If the original aircraft shown on the Agreement is sold or removed with the intent of being replaced and if this replacement is not done within 90 calendar days, the Agreement will be considered terminated. If documentation is provided that this timeframe can not be met, this period maybe extended at the sole discretion of Lessor.

(ii) Lessee is entitled to non-exclusive use of all public airport facilities. Lessee shall be exempt from any landing fee implemented during the term of this Agreement.

(iii) Lessee agrees that unless flammables are stored in accordance with Airport Rules and Regulations as currently approved by the Aviation Board, Lessee shall not store any flammables outside of Lessee's aircraft in the 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 other than minor maintenance on any vehicle or equipment of any kind, other than the aircraft authorized herein, including but not limited to automobiles, motorcycles, bicycles, boats, and campers, on the Leased Premises.

(vii) No heater employing an open flame or glowing element, including those commonly referred to as salamander or torpedo heaters, shall be installed or used on the Leased Premises. The installation or use of any other heating equipment shall require advance written authorization and shall be subject to all National Fire Protection Association (NFPA) guidelines and related building codes.

(viii) Lessee shall be prohibited, either directly or indirectly, from conducting or promoting any commercial activities within the Leased Premises or in the T-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 one year commencing on _____, _____. Thereafter this Agreement shall continue in effect and will be automatically renewed month to month unless the pre-payment option in Section 2 is exercised at which time this Agreement shall continue in effect and will automatically renew on a year to year basis. Lessee is responsible for all provisions of this Agreement during this period. After the initial one year period either party may cancel this Agreement 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 aircraft 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.

10. **Engine operation and fueling:** At no time may the Lessee's aircraft engine(s) be operated within the Leased Premises. Fueling of aircraft is not permitted within the Leased Premises. Self-fueling of aircraft must be permitted and is strictly prohibited without an approved Self Fueling Permit.

11. **Maintenance of aircraft:**

No maintenance of any kind shall be conducted in the Leased Premises except preventive maintenance as is normally covered under part 43.3 (g) of the Federal Aviation Regulations, Airport Rules and Regulations, and that can be performed by an aircraft owner without the assistance of an aircraft mechanic. Exceptions to this provision can be obtained from the Airport Director for specialty services required that are not provided by on field providers (i.e. warranty work, antique restoration).

12. **Electrical:** If lighting is not adequate, the Lessee may use safe electrical devices to attain necessary preflight conditions. Appliances and cabling used must be UL approved for such purposes.

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, unless they are stored in accordance with the Wisconsin State EPA rules, Airport Rules and Regulations, and local fire codes.

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.

16. Insurance. Lessee shall provide and maintain an insurance policy as a condition of this Agreement. Such insurance policy shall consist of premises liability insurance with a company licensed to do business in Wisconsin in the minimum amount of \$1,000,000 per occurrence for bodily injury or property damage concerning the Leased Premises during the entire term of this Agreement and naming Lessor as an additional insured. A sublimit on the coverage with a minimum of \$100,000 per passenger/person is allowed. Additionally Lessee shall provide Lessor with a certificate of insurance or a copy of the insurance policy naming the Lessor as an additional insured. Lessor may require a copy of an insurance endorsement. Notwithstanding any other provision, the failure to provide insurance as required by Lessor under this section of the Agreement constitutes immediate grounds for termination of this Agreement. Lessor's review of any insurance certificate or policy does not constitute any representation or warranty that the Lessee's insurance coverage is sufficient.

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 T-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 t-hangars, garbage dumpster, and portable restroom facility.

20. Garbage: Dumpster facilities are made available for Lessee use for the sole purpose of disposing of items directly related to the use of the hangar facility and associated aircraft. Lessee shall not utilize provided dumpster facilities for refuse of any manner not associated with the use of the hangar facility and associated aircraft. 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.

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

LESSOR:
LA CROSSE REGIONAL AIRPORT

LESSEE:

By:

By:

By:

By: