

**AIRCRAFT STORAGE HANGAR LEASE AGREEMENT**

This HANGAR LEASE AGREEMENT (Agreement) is made and entered into on \_\_\_\_\_, by and between those parties listed below.

**LESSEE:**

\_\_\_\_\_  
Lessee Name

Address:

\_\_\_\_\_  
Street City State Zip Code

Email Address:

\_\_\_\_\_

**LESSOR:**

\_\_\_\_\_  
Lessor Name

Address:

\_\_\_\_\_  
Street City State Zip Code

FEID:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

**ARTICLE 1 – AIRCRAFT INFORMATION**

FAA Registration No. \_\_\_\_\_ Owned: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Engines: \_\_\_\_\_

FAA Registration No. \_\_\_\_\_ Owned: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Engines: \_\_\_\_\_

FAA Registration No. \_\_\_\_\_ Owned: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Engines: \_\_\_\_\_

**ARTICLE 2 – DESCRIPTION OF THE HANGAR AND AIRCRAFT**

The Lessor hereby rents to Lessee \_\_\_\_\_ square feet of real property consisting of Hangar Number(s) \_\_\_\_\_ (Hangar) located at the \_\_\_\_\_

Airport (Airport). The Hangar shall be used and occupied by Lessee for the storage/parking of the above-referenced aircraft (Aircraft), or any other similar aircraft owned or leased by Lessee (Substitute Aircraft), provided Lessee has submitted written notification to the Lessor to store the Substitute Aircraft in the Hangar. All provisions of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

**ARTICLE 3 – TERM**

The Term of this agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall continue in effect for from year to year, being automatically renewed each year, unless terminated under the terms of this Agreement. Either party may terminate this Agreement upon ninety (90) days written notice to the other party prior to termination. Lessee shall be obligated to pay applicable rent for a period of 90 days upon Lessee giving notice to terminate, unless Lessor is successful at renting the Hangar to another tenant at which point the balance of rent due shall be prorated.

ARTICLE 4 – RENT

For the use of said Hangar, Lessee shall pay the Lessor the rental amount of \$\_\_\_\_\_ + 0% sales tax per month for services and use of the Hangar. **Monthly rental rate shall increase by 3% annually upon renewal. Otherwise,** monthly rental rate may only be changed upon sixty (60) days written notice to the Lessee. If transmitted via email said notice shall be considered given upon Lessor’s receipt of an acknowledgment email from Lessee.

The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes (F.S.). In the event that this lease agreement is terminated on any day other than the first or last day of a calendar month, the applicable rentals, fees, and charges for that month shall be paid for on a prorated per day basis. Lessee agrees that the rent is due and owing on a monthly basis.

Rental invoices shall be submitted monthly to Lessee at:

LESSEE:

\_\_\_\_\_  
Lessee Name

Address:

\_\_\_\_\_  
Street City State Zip Code

Email Address:

\_\_\_\_\_

Rental payments shall be paid to Lessor at:

LESSOR:

\_\_\_\_\_  
Lessor Name

Address:

\_\_\_\_\_  
Street City State Zip Code

ARTICLE 5 – OBLIGATIONS OF LESSOR

The Lessor covenants and agrees:

- A. Maintenance and Repairs: Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and normal building maintenance without additional cost to the Lessee. Where available to the storage facility, the Lessor will provide minimal electrical power for occasional use of power tools, shop lights, battery chargers, or similar devices. Lessor shall maintain the exterior of the facility so to conform with all applicable health and safety laws, ordinances, and codes.
  
- B. Utilities: Lessor shall promptly pay all gas, water, power, and electric light rates or charges which become payable during the term of this Agreement for the gas, water, and electricity used by the Lessee on the premises. The Lessor reserves the right to assess an additional fee for extraordinary consumption of utilities by the Lessee as shall be determined by the Lessor.

- C. Lessee shall have at all times the right of ingress to and egress from the rented premises. To ensure this right, Lessee shall at all times keep all required security badges current and follow all Department of Homeland Security, Transportation Security Administration, and Airport security requirements. Lessor shall make all reasonable efforts to keep adjacent areas to the rented premises free and clear of all hazards and obstructions, natural or man-made. Lessor reserves the right to improve and perform maintenance on all runways, taxiways, and apron areas. Improvement and maintenance operations may require restricted hangar access on a temporary basis with prior written notice to Lessee. Lessor shall make all reasonable efforts to notify Lessee when improvement and maintenance operations are scheduled. Lessee shall provide Lessor with up-to-date email contacts to facilitate notifications.

#### ARTICLE 6 – OBLIGATIONS OF LESSEE

The Lessee covenants and agrees:

- A. Storage: The Hangar shall be used for storage/parking of the Aircraft identified in Article 1 or Substitute Aircraft. The Aircraft shall not be non-airworthy. The Lessor reserves the right to require the Lessee to show evidence that the Aircraft has successfully passed a Federal Aviation Administration (FAA) approved airworthiness inspection within the past 18 months. If the Aircraft is an FAA-legal ultralight, the Lessor may require the Lessee to demonstrate that the Aircraft is capable of flight.
- B. Building Maintenance, Repair, and Alterations: Lessee shall maintain the Hangar in a neat and orderly condition and shall keep the Hangar floor clean and clear of oil, grease, and toxic chemicals. Lessee shall not engage in any hazardous activities within or about the Hangar including welding, torch cutting, spray painting, or any activities which utilize open flame devices. No hazardous or flammable materials will be stored within or about the Hangar unless stored within an EPA or local fire marshal approved container/cabinet. No boxes, crates, rubbish, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. Lessee shall properly dispose of all trash, waste oil, fuel, solvents, cleaning supplies, rags, and other waste materials off of the Lessor's property. At no time will the Lessee dispose of waste fuel on the ground. Lessee shall not store or dispose of any items of any kind outside of the Hangar or on Airport property outside of the Hangar.

Lessee shall be responsible for all damage to the Hangar or any property, real or personal, located on or about the Hangar as a result of the Lessee's negligence or the negligence or abuse of Lessee's guests or invitees. In the event the Lessee does not promptly repair any damaged premises or property for which the Lessee is responsible, the Lessor reserves the right to make such repairs at the Lessee's expense, which shall become due and payable as part of the Lessee's next monthly rental payment.

Lessee shall make no structural, electrical, or other modification (including painting, wall and/or floor coverings) to the premises without first obtaining the Lessor's written permission and obtaining applicable permit(s) as required. All repairs, maintenance, improvements, or alterations made by Lessee shall be accomplished in accordance with

the city building/fire codes. The Lessee shall not erect or attach any signage to the outside of the Hangar without the express written consent of the Lessor.

Lessee shall engage wind locks at all times when hangar door is closed. Lessee shall report any malfunction of the hangar doors immediately to the Lessor. Lessee shall hold the Lessor harmless from damage to aircraft of hangar contents due to Lessee's failure to engage wind locks or report door malfunction.

- C. Use of Hangar: The Hangar is for storage of Lessee's Aircraft. The Lessee may only perform preventative maintenance within the Hangar, on Aircraft owned by the Lessee, and as approved under Federal Aviation Regulations Part 43. Painting and major aircraft repairs are prohibited unless otherwise approved in writing by the Lessor and the local fire marshal. Temporary storage of non-aviation items may be allowed if approved in writing by the Lessor or its designated representative. Said storage shall be incidental to the storage of aircraft. The Lessee will be allowed to park his or her car in/on the rented premises only during such time that Lessee is using the Aircraft. Vehicles used to access the Hangar shall have an Airport-issued vehicle permit affixed to the vehicle as directed by the Airport.
- D. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from, or around the Hangar without express written consent of the Lessor. For the purpose of this Agreement, commercial activity shall be defined as any activity relating to the buying or selling of goods or services. Commercial activity is governed by the Lessor's Minimal Standards and Requirements for Aeronautical Activities. Participation in a commercial activity in, from, or around the Hangar may result in immediate termination of this Agreement.
- E. Access: Lessee agrees to use only the locks supplied by the Lessor. The Lessee will be issued two proprietary style keys which may only be copied by the Lessor. In the event that Lessee loses or damages the lock(s) or key(s), the Lessee shall be responsible for the cost of replacing the lock or re-keying the lock core, as required, and the cost of the key replacement. The Lessor shall retain a master key allowing access to the Hangar. Replacement costs shall be as published in the Lessor's Schedule of Rates and Charges.

Authorized representatives of the Lessor and any applicable federal, state, or local agency having jurisdiction shall have the right of access to the premises during daylight hours, and upon twenty-four (24) hours advance notice to the Lessee, for the purpose of inspection to determine compliance with the provisions of this Agreement or applicable federal, state, or local regulations, or to perform maintenance or make repairs to the leased property.

If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Lessee shall be so informed and shall rectify the hazard within five (5) days of notice. If not rectified within the five (5) days specified, the Lessor reserves the right to correct the deficiency through reasonable means. Any expenses incurred

by the Lessor in correcting the deficiency will be paid by the Lessee. The Lessor must submit a detailed invoice with supporting documentation to the Lessee listing the commodities or services purchased to correct the deficiency.

Lessee shall follow all security rules and regulations set forth in writing by the Lessor and any agency having jurisdiction. Lessee agrees to Pay all fees specified in the Lessor's Schedule of Rates and Charges for security materials including fees associated with lost access badges, locks, and keys.

- F. Termination: On termination of this Agreement, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other personal property therein, leaving the Hangar in the same condition as when received, ordinary wear and tear excepted.

#### ARTICLE 7 – COMPLIANCE WITH LAWS

Each party agrees to comply with all applicable ordinances, rules, and regulations established by any federal, state, or local government agency. Each party agrees to comply with any and all applicable federal, state, or local laws, ordinances, regulations, ruling, orders, and standards, now or hereafter, promulgated for the purpose of protecting the environment. Each party agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

#### ARTICLE 8 – INDEMNIFICATION

Except to the extent arising from Lessor's default hereunder or the act(s) or omission(s) of Lessor or Lessor's agents, Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by Lessee's use of the Hangar.

#### ARTICLE 9 – SUBAGREEMENTS/ASSIGNMENT

Lessee shall not assign or sublease the Hangar without prior written approval of the Lessor. In the event that the Lessee wishes to temporarily assign or sublease the Hangar, Lessee must first submit a request to the Lessor in writing. The parking of aircraft not owned or leased by Lessee in the Hangar is prohibited.

#### ARTICLE 10 – CONDITION OF PREMISES

Except as provided herein, Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of the Lessor to change or alter the present condition of the Hangar.

#### ARTICLE 11 – INSURANCE

Lessee will provide self-insurance through the State Risk Management Trust Fund for general liability insurance in accordance with Section 284.30, F.S. Further, Lessee shall provide aviation insurance for hull, single limit liability and/or

guest voluntary settlement coverage on the Aircraft or Substitute Aircraft under policy number AV 004794077-59, as same may be amended, cancelled, or renegotiated by the State of Florida from time to time. Pursuant to Section 284.01, F.S., Lessee will provide self-insurance coverage against loss from fire, lightning, sinkholes, and other hazards customarily insured by extended coverage.

ARTICLE 12 – CASUALTY

In the event the Hangar or the means of access thereto shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable and the Lessor 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 the Lessee or its employees, agents, or invitees. If such damage was caused by the Lessee or its employees, agents, or invitees, the rent shall not abate. If the Hangar is rendered unusable and the Lessor elects not to repair the Hangar, this Agreement shall terminate.

ARTICLE 13 – TAXES AND FEES

If at any time during which this Agreement is in effect, the Hangar, leasehold interest in the Hangar, or rental payments applicable to the Hangar become subject to any federal, excise, or other tax or fee, Lessee agrees to assume the payment of such taxes or fees upon thirty (30) days written notice of such fees becoming due and owing. Lessee shall not be responsible for the payment of any retro-active or back taxes.

ARTICLE 14 – NINETY DAY TERMINATION

Either party of this Agreement shall have the right, with or without cause, to terminate this Agreement by giving ninety (90) days prior written notice to the other.

ARTICLE 15 – NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

ARTICLE 16 – GOVERNING LAW AND VENUE

This Agreement will become valid when executed and accepted by the Lessor or its agent and the Lessee. This Agreement will be deemed made and entered in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event there is a dispute between parties, suit will be brought only in federal or state courts in Florida and venue will be in Leon County, Florida.

ARTICLE 17 – RELATIONSHIP OF PARTIES

Lessee shall not at any time during the term of this Agreement be considered an agent of the Lessor, and the Lessor shall not be responsible for the acts of omissions of the Lessee or the Lessee's agents or invitees.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between parties as of its effective date and supersedes all prior independent agreements between the parties related to the renting of the Hangar. Any change or modification hereof must be in writing and signed by both parties.

ARTICLE 19 – WAIVER

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

ARTICLE 20 – SEVERABILITY

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, this entire Agreement shall not be void, but the remaining provisions shall continue in effect nearly as possible in accordance with the original intent of the parties.

ARTICLE 21 – SUCCESSORS BOUND

This Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto.

ARTICLE 22 – SOVEREIGN IMMUNITY

Notwithstanding anything herein to the contrary, this Agreement is subject to Section 768.28, F.S., which, among other things, provides that nothing herein will be deemed to (i) waive any defense of sovereign immunity available to either party, (ii) increase the limits of either party's liability, and (iii) allow a party to assume any liability for the other party's negligence.

ARTICLE 23 – AVAILABILITY OF FUNDS

Pursuant to Section 255.2502, F.S., Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ARTICLE 24 – RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. See Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

ARTICLE 25 – HUMAN TRAFFICKING

Pursuant to Section 787.06(13), F.S., if the Lessor is a nongovernmental entity, Lessor shall submit to the Lessee, upon execution of this Agreement, any renewal of this Agreement, or any extension of this Agreement, an affidavit signed by an

officer or representative of the Lessor under penalty of perjury attesting that the Lessor does not use coercion for labor or services as defined in Section 787.06, F.S.

**ARTICLE 26 – INSEPECTOR GENERAL**

Lessor understands and will comply with Section 20.055(5), F.S. regarding cooperating with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055, F.S.

**SIGNED BY PARTIES TO THIS AGREEMENT:**

**As to Lessor** – Lessor or authorized representative must sign, print name, and enter date.

<b>Lessor or Authorized Representative</b>	<b>Printed Name and Title</b>	<b>Date</b>
	Approved as to form and legality:	
	William E. Sexton, Esq., City Attorney	

**As to Lessee Agency** – Agency Head (or authorized designee) and representative of Agency’s Office of General Counsel, must sign, print name, and enter date.

<b>Agency Head or Authorized Delegate</b>	<b>Printed Name and Title</b>	<b>Date</b>
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<b>Agency Office of General Counsel</b>	<b>Printed Name and Title</b>	<b>Date</b>
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