



AERONAUTICAL USE
HANGAR RENTAL AGREEMENT

Hangar #: _____ **Aircraft Registration:** _____

Effective Date: _____ **Aircraft Make/Model/Year:** _____

Monthly Rental Rate: _____ **Aircraft Color:** _____

Lessee Name: _____ **Phone #'s**

Billing Address: _____ **Home:** _____

_____ **Work:** _____

Email: _____ **Cell:** _____

Emergency Contact: _____ **Emergency:** _____

RECITALS

WHEREAS, the Lessee hereby desires to lease an aircraft hangar at the Rock Springs-Sweetwater County Airport in Rock Springs, WY for the storage of the aircraft described above.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants hereinafter contained, and for other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. **Leased Premises.** The Rock Springs-Sweetwater County Airport ("Airport") hereby leases to the undersigned ("Lessee") Hangar # _____ (the "Hangar") located at Rock Springs-Sweetwater County Airport for the above-described Aircraft (the "Aircraft") on the following terms and conditions.

2. **Term of Lease.** This Lease shall commence on the ___ day of _____, _____ and shall expire no later than June 30, 2017. Thereafter, this Lease shall continue in effect from year to year, being automatically renewed on July 1st of each year, unless either party gives written notice of termination, with or without cause, to the other party at least 30 days prior to the end of the initial lease term or any renewal term thereafter, or unless this lease is terminated under any other provisions of this Lease. In the event that Lessee sells the aircraft referred to herein or the aircraft is lost or destroyed, Lessee shall be entitled to terminate this lease upon 30 days' written notice to the Airport.

The Lessee shall vacate the Premises upon the termination of this Lease. In the event that Lessee continues to occupy the Premises after the termination of this Lease, or after the occurrence of a forfeiture, whether with or without the consent of the Airport, Lessee shall reimburse the Airport for and indemnify the Airport against all damages incurred by the Airport from any delay by Lessee in vacating the Premises. If Lessee does not vacate the

Premises as provided by this Lease, Lessee's occupancy of the property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease with the exception that total rent charge calculated under this lease shall be increased on a monthly basis by 33%.

3. **Rental.** Lessee agrees to pay the Airport a monthly rental in an amount as set by the Airport, which for the initial term of this lease shall be \$ _____ per month. All rental charges shall be subject to change annually at the beginning of each renewal term of this lease as approved by the Airport Board. The Airport shall provide written notice to the Lessee of any increases in rental charges at least 90 days prior to the expiration of the initial lease term or any renewal term of this lease. All rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rate for each day the Premises are occupied pursuant to this Lease Agreement. All rent is payable on or before the first day of each month to the following address:

Rock Springs-Sweetwater County Airport
PO Box 1987
Rock Springs, WY 82902-1987

4. **Security Deposit.** Lessee agrees, on execution of this Lease and in addition to depositing the first month's rent payment to also deposit with the Airport an amount of money equal to one-month of the monthly rental rate and a \$25 key deposit as a security deposit for Lessee's performance of the Lease provisions. If Lessee is in default, the Airport may use the security deposit, or any portion of it, to cure the default or to compensate the Airport for all damage sustained by the Airport resulting from Lessee's default. Lessee shall within twenty (20) days of a written demand pay to the Airport a sum equal to the portion of the Security Deposit expended or applied by the Airport as provided in this paragraph so as to maintain the security deposit in the amount initially deposited with the Airport. If Lessee is not in default at the expiration or termination of this Lease Agreement, the Airport shall mail the balance of the security deposit, minus any amounts which have been used or are required to be used to cure any defaults, to Lessee within thirty (30) days of expiration or termination of this Lease Agreement. The Airport shall not be required to pay Lessee interest on the security deposit.

5. **Delinquent Rental.** All rent and other charges become delinquent twenty (20) days after the date they are due, at which time the Airport will impose a penalty charge of interest at the rate of 1 and ½ percent (1 ½%) per month pro-rated daily from the due date until paid on the amount owing, which penalty shall be immediately due and owing. If all charges, including but not limited to the delinquent penalty, are not paid within twenty days after written notice of the default in payment is sent to lessee, the Airport may immediately terminate this Lease Agreement and exercise all rights of default as provided herein.

6. **Use.** The Hangar shall be used for the primary purpose of aircraft storage. Unless the Airport and Lessee sign a prior amendment to this Lease authorizing another use, Lessee shall use the Hangar only to house the aircraft specified herein. In the event Lessee is granted prior written permission to store substitute aircraft on the Premises, Lessee shall provide to the Airport all information for such substitute aircraft as set forth in the Recitals above, prior to any substitute aircraft being stored on the Premises. All provisions of this Lease Agreement applicable to the original aircraft shall also apply to the substitute aircraft. Failure to provide such information prior to any storage of the substitute aircraft shall be deemed a material breach of this lease.

The following hangar uses are permitted:

- a) storing active aircraft;
- b) sheltering aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational aircraft;
- c) constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
- d) storing 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 hangars' primary use;
- e) storing 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 hangars' primary use;
- f) storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., televisions and furniture; or
- g) parking a vehicle at the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations.

Unless the Airport and Lessee sign an amendment to this Lease authorizing another use, the Hangar shall not be used for:

- a) use as a residence;
- b) operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office;
- c) activities that impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- d) activities that displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- e) storage of household items that could be stored in commercial storage facilities;
- f) long-term storage of derelict aircraft and parts (Defined as 1 year or longer);
- g) storage of items or activities prohibited by local or state law;
- h) storage of fuel and other dangerous and Hazmat materials; or
- i) storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

If the hangar is serving its primary purpose of aircraft storage, then storage of non-aeronautical items in the hangar does not violate this policy. Any use of a hangar for sole purposes listed above as not permitted shall force the lease to be reverted to a Non-Aeronautical Use Hangar Lease. Furthermore, the Lessee shall be subject to the same restrictions imposed on all other Non-Aeronautical Use Hangar Lessees including, but not limited to:

- a) rate increase to Fair Market Value as approved by the Airport Board
- b) reversion of Lease from an annual lease to a month-to-month lease
- c) having the hangar listed as one to be vacated with 30-day notice by the Airport for Aeronautical Use.

A. Use of the Premises shall conform to all federal, state and local laws, airport rules and regulations and local building and fire codes. Any and all repairs and maintenance, which is permitted to be done on the Premises shall be done subject to FAA and airport regulations in addition to applicable local, county and state laws.

B. No commercial activity of any kind whatsoever shall be conducted by Lessee, its employees, agents or invitees in or around the Hangar Premises unless previously approved in writing by the Airport. The determination of whether a Lessee is in material default of this lease as a result of engaging in any charter, rental, instructional or other commercial activity shall be determined in the sole and absolute discretion of the Airport.

C. No maintenance on the aircraft(s) shall be performed on the Premises without prior written approval of the Airport, except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic and as defined in 14 CFR Part 43. The hangar space SHALL NOT be used for any major maintenance work, and only such preventative maintenance of a minor nature as is specified in the FAA Regulations will be permitted. Such use is conditioned on the space being kept clean and free of grease, oil, rags, paper, and other debris. Painting or washing aircraft is specifically prohibited in hangar and the area immediately adjoining the same. In order to maintain an acceptable standard of cleanliness in the aircraft hangar, the Lessee shall keep the space covered by this Lease, and the area immediately adjacent thereto in a neat and clean condition including the door tracks. The cleaning up of oil spills or other debris thereon shall be the responsibility of the Lessee. After ten days written notice by the Airport of the unacceptable condition, the Airport will be free to remedy the condition and bill the Lessee for the expenses thereof plus 15 percent, which Lessee agrees to pay within 20 days of receipt of such billing statement.

D. All motor vehicles are to be driven on the aircraft operational area in accordance with airport regulations. Violation of the provisions of this paragraph by Lessee or his employees, or guests constitutes a material breach of this lease agreement and shall entitle the Airport to terminate this hangar lease at its sole and absolute discretion.

E. The hangar may not be sublet and only the above described aircraft, or substitute aircraft as above stated, shall be stored in such space. The parking in the Hangar of any aircraft (a) not listed in the Recitals above, or (b) not owned or leased by Lessee, or (c) not registered to Lessee, without prior written permission by the Airport shall constitute a material breach of this Lease Agreement, and shall entitle the Airport to terminate this hangar lease at its sole and absolute discretion.

F. No person shall store combustible materials or other hazardous materials in an aircraft Hangar, except in locations and containers approved by applicable Fire Code Regulations as such may be amended from time to time. This section shall not be construed to limit, in any manner, paragraph A above and the Airport may require additional and/or more stringent requirements at any time for health and/or safety reasons as deemed necessary in the sole and absolute discretion of the Airport. The Premises shall not be used for the storage of flammable substances or items not related to aviation use.

G. Lessee is responsible for safely securing aircraft within the Hangar, including but not limited to, complying with all FAA safety requirements, and any other requirements of applicable law.

7. **Acceptance and Maintenance of Premises.** Lessee's taking possession of the Premises on commencement of the term shall constitute Lessee's acknowledgment that the Hangar is in good condition. Lessee further agrees that:

A. Lessee has been afforded the opportunity to inspect the hangar premises prior to the execution of this lease to ensure that the hangar is free from any defects which would be unacceptable to the Lessee, and Lessee hereby accepts the Premises in its present condition without any liability or obligation on the part of the Airport to make any alterations, improvements or repairs of any kind which would constitute a change to the present condition of the Premises.

B. Lessee shall keep the Hangar clean and free of any debris at all times and shall report to the Airport any defects in the Hangar which Lessee believes require maintenance.

C. The Airport reserves the right to assess maintenance fees against the Lessee and/or the security deposit for damages to the Premises beyond normal wear and tear, as determined in the sole and absolute discretion of the Airport. Lessee shall also be liable for any and all damages to the Premises caused by the Lessee, its employees, agents or invitees. Any damage to the hangar occasioned by any act of the Lessee, his employees, agents or invitees, shall be remedied forthwith by Lessee at its cost and expense, and in any event, no later than 30 days from Lessee's receipt of notice from the Airport to repair any such damage.

D. The Airport will maintain the structural components of the Hangar, including doors and door mechanisms, and will provide light fixtures (including light bulbs), electricity and normal building maintenance without additional cost to Lessee, provided, however, that the Airport reserves the right to assess an additional fee for extra-ordinary consumption of utilities by Hangar Tenants as shall be determined in the sole and absolute discretion of the Airport.

E. The Airport will supply snow/ice removal up to 24 inches in front of each Hangar. Snow Removal within 24 inches of the Hangar shall be the responsibility of the Lessee. Snow/ice melt products containing sodium or other metal corroding properties are prohibited within the perimeter fence of the airport and more specifically, in or around hangars. Aircraft safe, non-corrosive snow/ice melt is available for purchase from the airport as needed.

8. **Alterations and Modifications.** Lessee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Premises without the prior written approval of Airport. All fixtures installed or additions and improvements made to the Premises shall become Airport's property and shall remain on the Premises at the termination of this Lease Agreement, however such is terminated, without any compensation or payment to Lessee. Lessee further agrees that Lessee shall not:

A. Paint, remove, deface, modify, bend, drill, cut or otherwise alter any part of the Hangar without prior written permission of the Airport.

B. Use any (high voltage) electrical equipment or machinery requiring a power source exceeding 110 volts in or about the Hangar or modify existing wiring, or install additional outlets or fixtures without the prior written consent of the Airport.

C. Attach any hoisting or holding mechanism to any part of the Hangar or pass any such mechanism over the struts or braces. (For purposes of this Lease, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting device.)

D. Make, or cause to be made, any electrical, plumbing or structural modifications or improvements to the Hangar, without the prior written consent of the Airport and first obtain all permits required by applicable regulations.

9. **Utilities.** If Lessee, does any modification, which is approved by the Airport and performed under applicable permits, which alters existing electrical wiring, or done by use of high voltage or high amperage equipment or machinery, or by installing additional outlets or fixtures approved by permit, or does any other act which causes the Airport to incur additional utility bills, the Airport may at its discretion, bill Lessee for the same and/or install or cause Lessee to install at his expense an electrical meter and require Lessee to pay for the meter and any subsequent power usage. Lights, heaters, fans, compressors, or other equipment shall not be left on when the Hangar is not occupied.

10. **Appliances.** Limited electrical appliances are allowed in a Hangar including portable fans, televisions, refrigerators, radios, dehumidifiers, engine heaters, powered tow bars, battery trickle chargers, and small air compressors. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, and stoves. Any appliance not having an explosion-proof motor that generates a glow, flame, or spark must be elevated at least eighteen (18) inches above the floor. No appliances, except refrigerators, dehumidifiers, battery trickle chargers and engine heaters, may remain connected to any electrical receptacle when the hangar is not occupied.

11. **Sublease.** Lessee may not voluntarily or involuntarily assign or sublease this Lease without first obtaining Airport's written consent.

12. **Regulations.** Lessee's use of the Hangar shall comply with all federal, state and local rules, regulations, laws, ordinances, and directives of the Airport Board applicable to the use of the Hangar at the Rock Springs - Sweetwater County Airport.

13. **Hold Harmless.** Lessee shall defend, indemnify, and hold the Airport, and its officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease, including, but not limited to, those claims, injuries, damages, losses, or suits, and attorneys' fees based upon nuisance or inverse condemnation, excepting however, those claims, injuries, damages, losses, or suits, including attorneys' fees, for injuries and damages caused by the sole gross negligence of the Airport. The Airport shall not be liable for personal injury to persons or property occurring upon the premises or for damage or loss to aircraft or other personal property kept, maintained or stored by the Lessee in or upon the premises under this Lease; and their liability and responsibility shall be only that which may be occasioned by their own gross negligence. In this regard, the Lessee agrees to keep and maintain in force and effect during the term of this lease a policy of public liability and property damage insurance, insuring both the Lessee and the Airport as provided for under paragraph 20 of this lease.

14. **Disclaimer and Release.** The Airport assumes no responsibility or liability for damage to the aircraft or other personal property parked or stored in or about the hangar, except for that which may be occasioned by its own gross negligence, and such aircraft and other personal property parked or stored in the hangar pursuant to this agreement shall be solely at the Lessee's and/or owner's risk. The Airport hereby disclaims and Lessee hereby releases the Airport from any and all liability for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including, but not limited to, loss, damage or injury of the aircraft or other property of Lessee that may be located or stored in the hangar, unless such loss, damage or injury is caused by the Airport's own gross negligence.

15. **Access.** Lessee shall not park or leave aircraft or vehicles on the taxiways or on the pavement adjacent to the Hangar door in a manner which interferes with access to any other Hangars or tie-down facilities, as determined in the sole and absolute discretion of the Airport.

16. **Entry and Inspection.** The Airport reserves the right to enter the Hangar at any time and by whatever means necessary, including, but not limited to, the following situations: (a) in case of emergency, (b) to make necessary repairs and improvements, (c) to supply necessary services, (d) when the Airport reasonably believes that the Lessee has abandoned or surrendered the Premises, (e) to inspect the Hangar for Lease compliance, (f) pursuant to court order, or (g) to exhibit the Hangar to prospective or actual Lessees, workers, and contractors at any reasonable time. If a leased Hangar has a lock which is provided by Lessee to prevent unauthorized entry to the Hangar, then Lessee shall provide a key to unlock that lock to the Airport prior to the lock being placed on the Hangar. If Lessee fails to provide a key which unlocks any lock placed on the Hangar, Lessee agrees that the Airport may use whatever means necessary to open such a lock, including, but not limited to, cutting off such lock, and agrees that the Airport shall not be responsible for any damages arising out of such inspection.

17. **Default.** If Lessee defaults in the payment of any installment or rent or of any other amounts owed to the Airport, or defaults in the performance of any covenants, conditions or terms of this Lease Agreement, the Airport may at its option:

A. At any time after a default occurs, serve on Lessee a twenty-day notice in writing to cure the default or quit the Premises. If Lessee fails to do either, the Airport may immediately terminate this lease without any further notice to Lessee and bring a statutory proceeding in unlawful detainer to regain possession of the Premises. The Airport shall also have the right, without any further notice to Lessee to either remove and/or seize the above described aircraft and/or other personal property from the hangar, using such force as necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity.

18. **Attorney's Fees.** If any action at law is commenced by the Airport or Lessee to collect any amount of rent due, to dispossess Lessee, to recover possession of the Hangar, or to enforce any of the terms or provisions of, or any act or omission concerning, this Lease Agreement, the prevailing party shall be entitled to payment from the other party of all costs incurred in connection therewith, including reasonable attorney's fees and any other damages which may be imposed by law.

19. **Insurance.** Lessee shall procure and maintain, for the duration of the Lease Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased Premises. The cost of such insurance shall be borne by the Lessee. Coverage shall be at least as broad as indicated below:

A. Aircraft liability insurance in amounts of not less than a combined single limit of \$1,000,000.00 (the "Initial Liability Insurance Amount") or such other amounts as Lessor may from time to time reasonably require, insuring Lessee, the Airport, its agents and their respective affiliates against liability for injury to or death of a person or person or damage to property arising from the use and/or occupancy of the Premises.

B. Should any additional liability above and beyond the limits of the liability insurance be incurred due to the use and/or occupancy of the premises by the Lessee, it shall be borne solely on the Lessee.

C. Lessee's insurance shall provide primary coverage to the Airport when any policy issued to the Airport provides duplicate or similar coverage, and in such circumstance the Airport's policy will be excess over Lessee's policy. Lessee shall furnish certificates of such insurance and such other evidence satisfactory to the Airport of the maintenance of all insurance coverages required hereunder, and Lessee shall obtain a written obligation on the part of each insurance company to notify the Airport at least 30 days before cancellation or a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to the Airport or which carry an A.M. Best Rating of A or better.

D. Pursuant to the provision of paragraph 6.D. herein above, concerning requirements for operating motor vehicles on the aircraft operational area, Lessee shall provide proof of auto insurance for all vehicles which are authorized to be driven on to Rock Springs-Sweetwater County Airport.

E. Any deductibles or self-insured retentions on aircraft liability insurance must be declared to and approved by the Airport. At the option of the Airport, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the Airport, its officers, officials, employees, and volunteers; or the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Airport, its officers, officials, employees or volunteers.

G. Requirements established herein are minimums only, and the Airport reserves the right to require higher limits of liability insurance if, in its sole and absolute discretion, it determines that such higher limits are necessary in accordance with industry standards for such airport activities.

21. **Reassignment and Subordination.** The Lessee hereby acknowledges and agrees that this lease shall be subordinate to the Airport's responsibility to comply with all applicable laws and regulations both state and federal, and the provisions of any existing or future agreements between the Airport and the United States or the State of Wyoming, relative to the

operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include any and all provisions required by those agreements with the United States or the State of Wyoming. In this regard, Lessee agrees that if in the sole and absolute discretion of the Airport, it is necessary to take possession of the leased Hangar, the Airport shall have the right to reassign a different Hangar to Lessee, and shall use its best efforts to provide a replacement hangar of comparable size. The Airport shall provide to Lessee a minimum thirty (30) day written notice prior to any such reassignment unless, for health and/or safety reasons, the Airport Manager reasonably deems a shorter notice period, or no notice period, to be necessary. If Lessee does not want to accept being reassigned to a different hangar, Lessee shall be entitled to terminate this lease upon 10 days written notice to the Airport.

22. **Surrender of Premises.** On termination of tenancy, Lessee shall surrender Hangar to the Airport in good condition.

A. Upon the termination of this Lease Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Premises and shall remove the Aircraft and all other property therefrom, leaving the Premises in the same condition as when received, ordinary wear and tear excepted. Lessee shall, at its expense, return the Premises to its original state except for ordinary wear and tear. All personal property left on the Premises upon termination of lease shall be deemed to be property abandoned by Lessee and may be disposed of by Airport without compensation or payment to Lessee.

B. Lessee agrees to vacate said Premises at the termination of the Lease Agreement, by expiration or otherwise, and failing to vacate as herein provided, agrees that the Airport, or its authorized agents, may enter upon the leased Premises and remove all personal property therefrom, and in this event, Lessee waives any and all claims from damages against the Airport, its agents or employees, except for damages caused by their sole gross negligence. Nothing herein shall be deemed a waiver of any rights of the Airport to demand and obtain possession of said Premises in accordance with the law in the event of a violation of Lessee's part of any of the terms or conditions of this Lease Agreement.

23. **Waiver.** The waiver by either party of any provision or condition of this Lease Agreement shall not be construed to be a waiver of any other provision or condition of this Lease Agreement and shall not preclude the other party from demanding performance in accordance with the other terms thereof nor shall any such waiver be construed to be permanent unless such waiver is in writing and signed by both the Airport and Lessee.

24. **Force Majeure.** Except as to the payment of rent and for damages chargeable to the responsible party, neither the Airport nor Lessee shall be chargeable with, liable for, or responsible to the other for anything or in any amount for any delay caused by fire, earthquake, explosion, the elements, acts of God, riots, strikes, lockouts and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease Agreement.

25. **Headings.** The paragraph headings and numeration in this Lease Agreement are for ease of reference only and shall not be construed as having any substantive effect on the terms of this Lease Agreement.

26. **Severability.** The unenforceability, invalidity, or illegality of any provision herein shall not render the other provisions unenforceable, invalid, or illegal.

27. **Notices.** All notices to the parties shall be in writing and shall be addressed and mailed to their representatives as follows:

Airport:

Lessee:

Attn: Airport Manager
Rock Springs-Sweetwater County Airport
PO Box 1987
Rock Springs, WY 82901

28. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the leasing of the hangar. Any change or modification hereof must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written:

ROCK SPRINGS-SWEETWATER
COUNTY AIRPORT:

LESSEE:

By: _____
Devon M Brubaker, AAE
Airport Manager

By: _____

(Typed/Printed Name)