

ACCT # _____

DEPOSIT: \$ _____

**NEW SMYRNA BEACH MUNICIPAL AIRPORT
T-HANGAR LEASE AGREEMENT**

This commercial lease contract is entered into between the City of New Smyrna Beach (hereinafter called "Landlord"), as owner of the New Smyrna Beach Municipal Airport and _____ (hereinafter called "Tenant"), each in consideration of the covenants and agreements to be performed by the other, agree as follows:

1. **DESCRIPTION OF LEASED PREMISES.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from the Landlord the following premises located at the New Smyrna Beach Municipal Airport, T-Hangar # xx.

2. **TERM OF LEASE.** This Lease shall have a term of month-to-month, commencing on the x day of xxxxxx, A. D. xxxx, upon the terms, conditions covenants and stipulations herein set forth. Both parties agree that either Tenant or Landlord may terminate this Lease on **thirty (30) days written notice** to the other party.

3. **RENT & AUTOMATIC INFLATION ADJUSTMENT.** Tenant agrees to pay to Landlord as rent, for the use of the demised premises and facilities, for and during the said month-to-month term hereof, the sum of \$ XXX.XX, per month (hereinafter called "Initial Rent"), plus State Sales Tax, which shall be received not later than the 10th day of the month. Said initial rent amount established above shall be automatically increased by the annual CPI, fair market value, on October 1st of each year in accordance with New Smyrna Beach, Fla., Ordinance 44-94 (Aug. 9, 1994). *Tenant shall pay a late fee of \$50.00 (in addition to rent due) after the 10th day of the month. Tenant shall pay \$50.00 for each returned check in addition to rent due and any late fees set forth above. Late fees and returned check charges are strictly enforced. Any unpaid fees are not waived and if not paid when due shall constitute a default under this Lease.*

4. **USE OF LEASED PREMISES.** During the term of the Lease the leased premises are to be used for aeronautical purposes only unless otherwise approved by the Airport Manager. Aeronautical uses for hangars include: 1. Storage of active aircraft. 2. Final assembly of aircraft under construction. 3. Non-commercial construction of amateur-built or kit-built aircraft. 4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft. *See Section 9 of this lease for additional details regarding use of leased premises.*

A. **Ownership Information.** Tenant covenants that he or she is the owner of the following identified aircraft which has been properly certified and licensed by the Federal Aviation Administration:

Aircraft Registration Number _____
Aircraft Make & Model _____
Aircraft Color _____

As proof of ownership Tenant agrees to provide one of the following: (1) a copy of the current fully executed FAA Aircraft Registration Form (2) an Insurance Company Cover Page showing owner(s) and limits of coverage or

(3) legally executed aircraft partnership or corporation documents showing officers of the partnership or corporation.

B. *Replacement Aircraft.* Tenant agrees that in the event the above referenced aircraft is sold, repossessed, or otherwise disposed of by Tenant that Tenant shall notify Landlord within five (5) working days. Tenant shall not store any other aircraft in leased hangar without Landlord's written permission.

C. *Nonoperational Aircraft.* Tenant agrees that aircraft will be maintained and operational. Aircraft that have been stored longer than 180 days without flying will be considered nonoperational.

5. INSURANCE. Tenant herein covenants that he or she has liability and property damage insurance on the above referenced aircraft with _____ in the amount of \$100,000 single limit (minimum) which shall be kept in full force and effect during the term of this Lease, and will notify Landlord of any changes. Tenant shall provide Landlord said policy or policies of insurance showing coverage to be current at all times. Tenant covenants and agrees to observe and obey all lawful rules and regulations that may, from time to time during the term of this Lease, be promulgated and enforced by Landlord or any public body having jurisdiction thereof for the conduct and operation of said airport. Tenant shall not engage in any activities that will invalidate or conflict with any fire insurance policies covering the premises at the airport, or which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement.

6. INDEMNIFY AND SAVE HARMLESS. Tenant shall indemnify and save harmless Landlord, Landlord's appointed public officials and Landlord's employees from any judgment recovered by anyone for personal injury or property damage sustained or claimed to have been sustained by reason of any of the activities of Tenant, and Tenant shall pay all expenses in defending against any such claim made against Landlord or any of the persons enumerated.

7. MOTOR VEHICLES. All vehicles shall be parked in a manner not to block taxiways or other designated areas. Tenant shall operate his or her aircraft and authorized vehicles in a manner not to exceed the speed of 10 M.P.H. on the T-Hangar ramp.

8. TENANT'S DUTY TO MAINTAIN. The accumulation of rubbish, trash, rags, cans, grease, food items, gasoline or other combustible material in or about the T-Hangars is prohibited. Tenant shall keep his or her T-Hangar clean at all times and agrees that it shall be subject to inspection by the City of New Smyrna Beach at any time and if found to be a fire or accident hazard, the Tenant shall be so informed by the Landlord and Tenant shall, within five (5) days of this notice, clean the hangar or correct the hazardous condition. Large appliances (refrigerators, AC units, etc.) are prohibited for use in the hangars unless approved by the Airport Manager. If approved a monthly service fee may be applied to cover the additional cost of utilities.

9. ACTIVITIES IN THE T-HANGAR. The T-Hangar is only for the storage of Tenant's aircraft. The taxiway, apron and grass located in front of the T-Hangar is not to be used for aircraft tie-down, aircraft or any other vehicle parking, except for that which is immediately necessary for the loading and unloading of vehicles and aircraft, and movements in and out of the hangar. The

hangar shall not be used as a workshop, repair shop, or maintenance shop. Painting or major aircraft repairs are prohibited on the leased premises. The storage of boats, campers, or other non-aviation items is only allowed with the prior written permission of the Airport Manager. Notwithstanding the foregoing, the aircraft owner may park his or her automobile in the hangar while the aircraft is being flown, and may perform repairs and maintenance which are specifically authorized under Federal Aviation Regulations, Part 43, preventative maintenance allowed by owner/pilot, which do not require the services of a licensed A&P Mechanic. Said maintenance on the aircraft may only be performed by the Tenant. Kerosene and gas-fired heaters, and any type of open flame heaters or apparatus, are prohibited. Welding, aircraft refueling and engine run up are prohibited inside the building.

10. **IMPROVEMENTS AND ALTERATIONS.** No partitions shall be removed or installed or any other structural changes made to the hangar without written permission from Landlord.

11. **LOCKS.** Locks are furnished with each hangar. These locks shall not be replaced or removed. Locks shall not be changed without the approval of the Airport Manager. Tenant shall not duplicate the keys to the leased premises without the Airport Manager's permission and shall promptly surrender all the keys to the leased premises to the Airport Manager at the end of the tenancy.

12. **PROHIBITIONS AGAINST SUBLEASING AND ASSIGNMENT.** Tenant shall not assign this Lease nor any interest herein, nor underlet or sublet all or any part of the leased premises, rights or privileges without the written permission of the Landlord.

13. **NOTICES.** Notice to the Landlord provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

AIRPORT MANAGER
CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

And notices to Tenant shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to the Tenant at:

Name: _____

Address: _____

Phone #: _____

Emergency Contact: _____

E-Mail Address: _____

Or to such other respective addresses as the parties may designate, in writing, from time to time.

14. **BANKRUPTCY.** Should Tenant make an assignment for the benefit of creditors, file for voluntary bankruptcy or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Landlord, at its option, may terminate all rights of Tenant or his or her successors in interest under this Lease.

15. **DEFAULT.** In the event Tenant shall default in the payment of the monthly rent as provided herein, Landlord shall so notify Tenant in writing, and failure of Tenant to cure such default within fifteen (15) days after the date the rent was due shall, at the option of Landlord, work as a forfeiture of this Lease, or Landlord may enforce the provisions of this Lease in any manner provided by law, and Landlord shall have the right without further notice or demand to reenter and remove all persons from Landlord's property without prejudice to any remedies for arrears of rent or breach of covenant, or Landlord may resume possession of the property and relet the same for the remainder of the term at the best rental obtainable for the account of Tenant, who shall pay any deficiency. In the event Tenant shall default in the performance of any of the terms or provisions of this Lease other than the payment of monthly rent, Landlord shall so notify Tenant in writing. If Tenant shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Tenant shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event Landlord may cure such default and such expense shall be added to the rent otherwise due by any such default and shall not work as a forfeiture of this Lease.

IN WITNESS WHEREOF, Tenant has caused this instrument to be executed this date and Landlord, acting by and through the City of New Smyrna Beach, has caused this instrument to be executed in its name by the Airport Manager, on the day and year first above written.

FOR THE LANDLORD

City of New Smyrna Beach:

BY: _____
Arvin Weese, Airport Manager

ATTEST:

Kelly McQuillen
City Clerk

FOR THE TENANT

BY: _____
Tenant

Witness