

AIRPORT HANGAR RENTAL AGREEMENT

BETWEEN

City of Rice Lake, Wisconsin

And

HANGAR # _____

Approved: March 5, 1998
 June 23, 1999
 November 14, 2000
 January 22, 2002
 November 13, 2008

HANGAR RENTAL AGREEMENT

ARTICLE I

GENERAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between CITY OF RICE LAKE, a municipal corporation, hereinafter referred to as “LESSOR”, and _____, hereinafter referred to as “LESSEE”.

W I T N E S E T H

WHEREAS, Lessor is the owner and operator of Rice Lake Regional Airport, an airport situated in Rice Lake, Wisconsin (the “Airport”); and

WHEREAS, Lessee desires to rent an aircraft Hangar owned by Lessor located at the Airport; and

WHEREAS, Lessor deems it advantageous to the operation of its Airport to grant and lease to Lessee the Hangar herein described, with the rights and privileges as herein set forth:

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE THE FOLLOWING:

ARTICLE II

PREMISES

Lessor hereby grants to Lessee the use of Hangar Number _____ (hereinafter referred to as the “Hangar”) shown on Exhibit “A”, attached hereto and made a part hereof, which hangar may be changed by the Airport Manager at any time for comparable space as determined by the Airport Manager.

ARTICLE III

TERM OF AGREEMENT

The term of this Hangar Agreement shall be for two (2) years, renewed ***bi-annually contingent on the approval of the Rice Lake Airport Commission; and***, upon payment of rent of the succeeding month, unless sooner terminated or canceled as herein provided.

ARTICLE IV
RENTAL AND FEES

Rent - From and after the commencement date, Lessee agrees to pay to Lessor the amount specified per month on Exhibit "A", payable in advance of the first day of each month, for the duration of this Hangar Agreement, plus any applicable taxes including, but not limited to, sales and use tax.

ARTICLE V
RIGHTS AND PRIVILEGES OF LESSEE

Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges during the term of this Agreement:

1. Ingress and Egress - Lessee shall have the right of ingress and egress to and from the Hangar subject to regulations governing the use of the Airport.
2. Quiet Enjoyment - Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold and enjoy the Hangar for the terms of this Agreement. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements shall not constitute a breach of quiet enjoyment of the Hangar.

ARTICLE VI
RIGHTS AND PRIVILEGES OF LESSOR

Lessor, in addition to any rights herein retained, reserves the following privileges:

1. The Airport Manager is hereby designated as the official representative for the enforcement of all provisions in this Hangar Agreement with full power to represent the Lessor in dealings with Lessee in connection with the rights and obligations herein provided, actions relating to policy determination, modification of this Agreement subsequent permissive authorization under this Agreement, termination of this Agreement, and any similar matters affecting the terms of this Hangar Agreement.
2. Lessor reserves the right, but shall not be obligated to Lessee, to develop or improve all publicly-owned facilities of the Airport, as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from Lessee, together with the right to direct and control all activities of the Lessee in this regard.

3. The Airport Manager or his designee may enter the Hangar at any time for any purpose necessary, incidental to, or connected with the exercise of its governmental functions including, but not limited to the following: fire protection, security purposes, repairs, additions, or alterations, inspections for lease compliance, etc.
4. The Airport Manager shall have the right to cause repair of all damages to the Hangar or overhead doors, caused by Lessee and will bill the cost of such repairs to the Lessee. Such charges shall be paid within thirty (30) days upon receipt of a bill from the Lessor.

ARTICLE VII
OBLIGATIONS OF LESSEE

1. Acceptance - Lessee agrees to accept said Hangar on an “as is” basis, and understands that Lessor shall not be required to furnish heat, electricity, water, telephone, or any other utilities or services to Lessee in conjunction with the lease of said Hangar.
2. Janitor Services - Lessee shall provide all janitorial services within its leased Hangar. Lessee agrees that there will be no outside storage of equipment, materials, or supplies on the leased premises. Lessee further agrees not to deposit any trash, garbage, petroleum products, etc. on any part of the Airport. In the event Lessee fails to comply with this paragraph, the Airport Manager may notify Lessee in writing that such maintenance, cleaning repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of the Airport Manager’s written notice the Lessor may enter the Hangar Premises of Lessee and provide the necessary custodial service and bill the Lessee for the expense thereof.
3. Alteration, Additions or Replacement - Lessee shall obtain prior written approval from the Airport Manager before making any changes or improvements to the leased Hangar and shall refrain from attaching any device, work bench, shelving or cabinets to any part of the building or floors.
4. Locks - Lessor shall furnish a lock and key for the hangar, and no other locking device shall be permitted on the hangar.
5. Assignment of Agreement - Lessee shall not assign this agreement nor underlet the leased hangar for any reasons, and acknowledges that violation of this clause shall result in immediate cancellation of this agreement without notice.
6. Indemnification and Hold Harmless - Lessee also agrees that it will not hold the City of Rice Lake or any of its agents, employees, or airport commission members responsible for

any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause, whether that cause be the direct, indirect or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangars, offices, aprons, field, or any other location at airport. Lessee further agrees that the planes, and their contents are to be stored, whether on the field or in the hangars, at lessee's risk. Further, Lessee agrees to indemnify airport, its agents, officers, representatives, and employees, against all liability of any nature arising directly or indirectly out of the activities of lessee, its agents, servants, guests or business visitors under this agreement or by reasons of any act or omission of those people.

7. Costs of Enforcement - Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the lessor in enforcing the covenants and provision of this Agreement.
8. Laws and Ordinances - Lessee shall comply with, at its own cost and expense, all applicable federal, state, or local laws, ordinances, rules or regulations of the Airport now in effect or hereafter promulgated. Any violation of this paragraph shall be construed as a material breach of this Hangar Agreement authorizing the termination thereof at the election of the Airport Commission, unless Lessee, upon receipt of written notice, takes immediate remedial measures acceptable to the Airport Commission.
9. Fuel Storage and Hazardous Materials - Lessee shall not store or maintain on the leased premises any fuels, or other hazardous materials, and agrees not to dispose of same on the Airport premises. Lessee is permitted, however, to store lube oil, cleaning solvents, and paints in closed containers. Such containers shall be kept in an approved steel storage locker to be labeled "FLAMMABLE". The Airport Manager may, in his discretion, prohibit or impose restrictions on the storage of said material if, in the Manager's opinion, the storage is deemed a safety hazard. Lessee agrees not to transport fuel on Airport property. Disposing of any petroleum products on any portion of the Airport shall be cause for immediate termination of the Agreement at Lessor's discretion.
10. Snow Removal - Snow removal on ramps within the air operations area is the responsibility of the Lessor. It shall be the Lessee's responsibility to clear and remove any remaining snow.
11. Insurance - The following is mutually agreed to by Lessor and Lessee;
 - A. The Lessee agrees to furnish satisfactory proof of insurance in full force and effect in the amount of \$300,000 Combined Single Limit including Bodily Injury and Property

Damage. That insurance shall be carried with an insurance company duly authorized to do business in the State of Wisconsin, and a certificate showing that the insurance, as provided above, is in force shall be furnished to the City of Rice Lake; and

- B. Lessor and Lessee shall each waive any legal rights that they may have against each and beneficiaries, if any, for loss of or damage to its real or personal property, including loss of use of property in which it may have an interest.

ARTICLE VIII

MAINTENANCE AND OPERATIONS BY LESSEE

Lessee warrants that it shall primarily use the Hangar for storage of an operational aircraft that has State and Federal Registry and owned by Lessee, and any variance from storage of aircraft will require the written consent of the Airport Manager. The Airport Manager may authorize the use of the premises for any other purpose upon terms and conditions that the Airport Manager, in his sole discretion, shall determine.

ARTICLE IX

OBLIGATIONS OF THE LESSOR

Except as otherwise specifically provided herein, Lessor, during the term of this Agreement, shall, within its financial ability, operate, maintain, and keep in good repair all appurtenances, facilities, and services now or hereafter connected with the Airport.

ARTICLE X

CANCELLATION BY LESSOR

The Airport Commission may cancel this Hangar Agreement at the end of any month, or immediately upon or after any one of the following events:

1. Lessee becomes in arrears in the payment of the whole or any part of the amount agreed upon herein for a period of thirty (30) days after the time such payments become due; and
2. The default by Lessee in the performance of any agreement required herein, and Lessee's failure to commence and diligently continue to correct such default within thirty (30) days of written notice, unless a shorter time is specified in this Agreement; provided, however, that no notice of cancellation, as above provided, shall be of any

force or effect if Lessee shall have remedied the default prior to receipt off the Airport Commission's notice of cancellation.

Failure of the Airport commission to declare this Agreement terminated upon the default of Lessee for any of the reasons set out above shall not operate to bar or destroy the right of the Airport Commission to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rent by the Lessor for any period after a default of any of the terms, covenants or conditions by Lessee shall not be deemed a waiver of any right on the part of the Airport Commission to cancel this Agreement.

**ARTICLE XI
CANCELLATION BY LESSEE**

Lessee may cancel this Agreement at the end of any month, provided Lessee is not in default in its obligations to the Lessor, provided further that Lessee can show to the satisfaction of the Commission that he no longer owns or is able to operate an airplane.

**ARTICLE XII
SEVERABILITY**

In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the invalidity of any such provision does not materially prejudice either the Lessor or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.

**ARTICLE XIII
INDEPENDENCE OF CONTRACT**

It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or as constituting the Lessee as the agent or representative or employee of the Lessor for any purpose or in any manner whatsoever.

**ARTICLE XIV
RIGHTS UPON TERMINATION**

Upon expiration or sooner termination of this Agreement, Lessee's right herein shall cease, and Lessee shall immediately surrender the same.

**ARTICLE XV
MISREPRESENTATION AND INVALID PROVISION**

All terms and conditions with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of the Lessor or Lessee has made any representation or promise with respect to this Agreement not expressly contained herein.

**ARTICLE XVI
SUCCESSORS AND ASSIGNS BOUND**

All of the provision of this Hangar Agreement shall bind the legal representatives, successors, and assigns of the respective parties.

**ARTICLE XVII
HOLDING OVER**

In the event that the Lessee should hold over and remain in possession of the Hangar after the expiration of the term of this Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement.

**ARTICLE XVIII
PARAGRAPH HEADINGS**

All the paragraph and subparagraph headings of this Hangar Agreement are for reference only and shall not be considered to define or limit the scope of any provision.

**ARTICLE XIX
FEES AND NOTICES**

All fees due under this Hangar Agreement shall be made payable to the City of Rice Lake, 30 East Eau Claire St., Rice Lake, WI 54868.

Notices shall be sufficient in hand delivered or sent by certified mail, postage prepaid, addressed to:

Lessor

Lessee

**City of Rice Lake
30 East Eau Claire St.
Rice Lake, WI 54868**

or to such other addresses as the parties may designate to each other in writing from time to time.

ARTICLE XX

CLOSING AND SIGNATURE

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals this _____ day of _____, 20 _____.

In the City of Rice Lake, Barron County, Wisconsin.

IN THE PRESENCE OF:

LESSOR:

Name BY: _____
Airport Commission Chairman Date

LESSEE:

Name BY: _____
Date

ARTICLE XXI
EXHIBITS

A. Rent Schedule

B. Hangar Layout

Exhibit A - Rent Schedule

Rent Schedule - Single Airplane Hangar

All Leases : \$150 per month

**ALL LEASES MAY BE REVIEWED FOR RENT
ADJUSTMENTS.**

NOTE:

Fifty (\$50.00) per month additional charge for each additional aircraft per Commission approval.

Exhibit B – Hangar Layout:

