

Hangar # \_\_\_\_\_ Aircraft Make & Model: \_\_\_\_\_ N#: \_\_\_\_\_  
Aircraft Registration #: \_\_\_\_\_ Aircraft Serial #: \_\_\_\_\_  
Aircraft Owners Name: \_\_\_\_\_ Contact Information: \_\_\_\_\_  
Insurance policy: \_\_\_\_\_

## **AIRPORT HANGAR LEASE** CY 2023

This Lease Agreement (the "Lease"), made and entered into on the date indicated below by and between the **City of Platteville** (the "Lessor"), with an address of 75 N. Bonson Street, Platteville, Wisconsin , and \_\_\_\_\_ (the "Lessee"), with an address of \_\_\_\_\_.

**WHEREAS**, the Lessor is the owner and operator of the City of Platteville Municipal Airport located at 5157 State Road 80 and 81, Platteville, Wisconsin (the "Airport"); and

**WHEREAS**, Lessor and Lessee each desire to enter into this Lease for a portion of the Airport premises for use by the Lessee as a private aircraft hangar, in accordance with the terms and conditions of this Lease and any ordinance, rules and regulations governing the use and operation of the Airport, as it now exists or may hereafter be adopted by any federal, state or local agency.

**NOW, THEREFORE**, for and in consideration of the mutual terms, covenants, conditions and provisions contained herein, the Lessor and Lessee agree as follows:

**Leased Premises & Authorized Use:** Lessor hereby leases to Lessee that certain hangar space at the Airport described at the top of this Lease (the "Leased Premises") for the purpose of storing the aircraft described at the top of this Lease and for other purposes described in this Lease.

- 1. Term & Renewal:** The term of this lease shall commence on the First (1<sup>st</sup>) day of \_\_\_\_\_, \_\_\_\_\_, and continue until the Thirty-first (31<sup>st</sup>) day of \_\_\_\_\_, \_\_\_\_\_ (the "Term"). After expiration of the Term, the Term shall automatically renew on a month-to-month basis until superseded by a new written agreement, or unless terminated by either party upon thirty (30) days' written notice to the other party.
- 2. Rent & Rent Adjustments:** The Lessee shall pay to the Lessor for the use of the Leased Premises a monthly rent amount of One Hundred Forty-Two and 50/100 Dollars (\$142.50) (the "Monthly Rent") payable in advance on or before the first (1<sup>st</sup>) of each applicable month (unless otherwise provided for herein), without further notice from Lessor. The Lessee may prepay the total Monthly Rent for the entire Term on or before the beginning of the Term. In which case, Lessor shall reduce the Monthly Rent by Two Percent (2%) for the entire Term, and no further Monthly Rent payments shall be due from Lessee for the remainder of the Term. A Monthly Rent payment received by Lessor after the fifth (5<sup>th</sup>) day of the applicable month for which said Monthly Rent is due shall be considered late, and Lessor shall assess Lessee a Twenty-five and no/100 Dollars (\$25.00) late fee. The postage date of a mailed Monthly Rent payment shall determine the date of payment. The Monthly Rent specified herein shall be subject to reexamination and readjustment on each annual anniversary of the date of this Lease, if applicable.

3. **Utilities:** Lessor shall be responsible for utilities charges for basic and standard lighting, door operation and incidental use of the Leased Premises; provided, however, Lessee shall be responsible for any excessive or extraordinary utilities charges associated with Lessee's use of the Leased Premises.
4. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees which the Lessor may establish from time-to-time for Airport services and privileges.
5. **Insurance:** Lessee shall provide Lessor or its agent evidence of aircraft liability insurance coverage prior to storing aircraft on the Leased Premises. Lessee shall maintain a minimum public liability insurance policy with coverages in the amount of \$100,000.00 for each person; \$1,000,000.00 for each accident for bodily injury or wrongful death; and \$1,000,000.00 for property damage covering leases activities on the Leased Premises. Such insurance shall indemnify Lessor and hold it harmless from any claims, damages, judgements and expenses, including reasonable attorneys' fees, resulting from the acts or omission of Lessee. The policy or policies shall provide evidence that the insurance shall not be cancelled or that the insurance shall not be changed in the scope or amount of coverage of the policy unless thirty (30) days' prior written notice is given by the insurance company to Lessee and Lessor. The policy or policies, or certificates thereof, shall be delivered to Lessor on or before the commencement of the Term of this Lease and upon any renewal of the terms of this Lease. If, during the Term, said insurance shall lapse or otherwise be cancelled, this Lease shall automatically terminate and Lessee shall immediately vacate the Leased Premises, unless otherwise agreed to by Lessor and Lessee in writing. The requirements of this section shall apply to any aircraft stored on the Leased Premises, which aircraft shall be identified on the policy by the "N" number.
6. **Nonexclusive Rights:** Lessee shall have the nonexclusive right, in common with others so authorized, to do the following:
  - a. To use the common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft;
  - b. To use the Airport parking areas of the Airport, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas; and
  - c. To use all access ways to and from the Leased Premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
7. **Access:** Lessor reserves a perpetual right, privilege and easement to construct, maintain and operate any utilities and appurtenances thereto, in, up, under, across and through the Leased Premises, together with the right to ingress to and egress from the Leased Premises for the purpose of constructing, inspecting, repairing, maintaining and replacing any utility or other structures located thereon, and for any other related or necessary, useful or convenient purposes for the full enjoyment of the easement reserved herein.
8. **Signs:** No signs or advertising matter may be erected on the Leased Premises without the prior written consent of the Lessor.
9. **Rules and Regulations:** Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the Airport, provided the same are consistent with the

procedures proscribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft. Additionally, Lessee shall observe and obey the following rules:

- a. Lessee shall maintain the Leased Premises in good working order and repair.
- b. Lessee shall be responsible for any damage to the Airport, the Leased Premises, or Lessor's personal property caused by Lessee's use of the Leased Premises, normal wear and tear excepted.
- c. Lessee shall not conduct any commercial aeronautical nor non-aeronautical business activities out of the Leased Premises, including, but not limited to, aircraft rental, charter, flight instruction, aerial survey and photography work, without the prior express written consent of Lessor.
- d. Lessee shall not conduct any assembly of experimental aircraft or certified aircraft for resale without Lessor's prior written consent.
- e. At no time shall the Lessee store or maintain any debris, used oil or solvents, hazardous materials, or flammable material (except as noted above) nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the Leased Premises, without the Lessor's prior written consent.
- f. Lessee shall close the hangar door of the Leased Premises whenever they are not physically present in the immediate area.
- g. Vehicles will not be parked unattended outside the Leased Premises. Vehicle(s) may be stored in the hangar of the Leased Premises when said aircraft is being flown.
- h. Space heaters are permitted only when personal attended, and an engine heater is permitted when unattended if such heater is FAA-approved.
- i. Lessee shall not fuel or run engines of any aircraft when such aircraft is inside the hangar of the Leased Premises.
- j. Lessee shall promptly observe and comply with all federal, state, county, municipal and other applicable laws, orders and regulations with respect to the Leased Premises or use thereof. Lessee shall indemnify and hold harmless Lessor, and Lessor's officers, employees and agents for any loss, liability and damages, including, but not limited to, Lessor's attorneys' fees and expenses, arising from or in connection with any alleged violation of such federal, state, or local law.

**10. Permitted Uses:** Lessee may use the Leased Premises for the following permitted uses:

- a. The storage of Airworthy Aircraft (as defined herein) that the Lessee owns or leases. Lessee shall properly register any Airworthy Aircraft stored on the Leased Premises with the appropriate federal and state agencies. In the event Lessee fails to properly register or maintain such registration with the applicable federal and state agencies, this Lease shall be void at the Lessor's option, and Lessee shall remove, or cause to be removed, the unregistered aircraft from the Leased Premises. Lessee shall operate the Airworthy Aircraft and vehicles, whether on the Leased Premises or on Lessor's Property, in a safe, responsible manner. For purposes of this Lease, an "Airworthy Aircraft" is defined as one that has successfully completed an annual inspection by a properly-certified aircraft inspector according to the aircraft's logbook(s) within the preceding twelve (12) month period and otherwise complies with all other applicable rules and regulations.

- b. The minor maintenance and repair of the Airworthy Aircraft, as allowed by FAR Part 43, Appendix A, Paragraph C.
- c. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft). Fuel storage shall be limited to the fuel in the Airworthy Aircraft and up to five (5) gallons in an approved and properly marked container.
- d. Any other authorized use approved and consented to in writing by the Lessor consistent with applicable laws, rules, and regulations.

**11. Security:** Lessee shall comply at all times with all federal and state security and safety regulations and mandates. The Lessee shall lock hanger on the Leased Premises at all times when an aircraft is stored within said hangar and when Lessee, or Lessee's agent, is not present at the hangar or the Leased Premises. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within the Leased Premises.

**12. Commercial Operations:** Nothing herein shall authorize the Lessee to conduct any business operations or to act as a Fixed Base Operator (FBO) on the Leased Premises leased herein. All such activities are prohibited. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

**13. Maintenance of Leased Premises by Lessor:** The Lessor will maintain and repair the Leased Premises, hangar, associated appurtenances, and the surrounding land in a safe, useful, painted, and orderly condition. Lessor and Lessor's agents may inspect the Leased Premises with twenty-four hours' prior written notice to Lessee. In the event of fire or any other damage or casualty to structures owned by the Lessor, the Lessor reserves the right to repair or replace the damaged structure. Lessor may install, operate and maintain proper obstruction lights at the tops of all buildings or structures now or hereafter erected or placed on the Leased Premises. Any such installation, operation or maintenance shall be without cost to Lessee.

**14. Airport Maintenance:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the Airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

**15. Airport Development:** The Lessor reserves the right to further develop and improve the Airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the Airport requires the removal and/or relocation of the Lessee's hangar building, the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

- a. The Lessor will provide the Lessee with written notice at least 90 days prior to said removal and/or relocation, and
- b. The Lessor shall, at Lessor's sole discretion, relocate the Lessee's building to a new location on the Airport.

**16. Snow Removal:** The Lessor shall perform the snow and ice removal at the Airport, at no extra charge, from the ramp and taxi lanes in front of the hangars of the Leased Premises to within three (3) feet of the hangar doors on the Leased Premises, which will be accomplished normally only after runway(s) and taxiway(s) have been first cleared. The manner, speed and timeliness of snow removal shall be at the sole discretion of Lessor, and may vary from snowfall-to-snowfall. Lessee shall be responsible for snow and ice removal on the Leased Premises and within three (3) feet of the hangar door on the Leased Premises. Lessee shall not use roadway salt or any other corrosive materials to aircrafts on the Leased Premises.

**17. Right to Inspect:** Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the Airport.

**18. Hold Harmless:** The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport, the Leased Premises, or the rights and privileges granted by this Lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from:

- a. Theft or burglary in or about the Lease Premises or the Airport;
- b. Delay or interruption in any utility service from any cause whatsoever;
- c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
- d. Any injury to any person or damage to any property; or
- e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.

**19. Abandonment:** If the Lessee fails to use the Leased Premises, for the purpose of storing aircraft owned by the Lessee, for a continuous period of three (3) months, then the Lessor may, in Lessor's sole discretion, terminate this lease.

**20. Liens and Encumbrances:** The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished, or alleged to have been furnished, on the Leased Premises without the prior written consent of Lessor.

**21. Default and Termination:**

- a. **Default Defined:** Lessee shall be deemed in default upon, each an "Event of Default":
  - i. Failure to pay Monthly Rent or any other properly-imposed fee within ten (10) days after due date.
  - ii. The filing of proceedings in bankruptcy or a petition for reorganization of Lessee or the adjustment of any of Lessee's debts under the Federal Bankruptcy Act, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors now or hereafter existing.

- iii. The appointment of a receiver for Lessee or for any substantial part of Lessee's assets or the institution of proceedings for the dissolution or the full or partial liquidation of Lessee.
  - iv. Lessee admitting to an inability to pay debts as they mature or Lessee making assignment for the benefit of creditors.
  - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within fifteen (15) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.
- b. **Effect of Default:** Upon an Event of Default by the Lessee, Lessor may declare this lease void, cancel the same, and re-enter and take possession of the Leased Premises. Further, upon an Event of Default by the Lessee, Lessor may proceed, as allowed by law, to recover damages and unpaid rent for which the Lessee is liable. Lessee shall be liable to Lessor for all loss or damages resulting from Lessee's default or violation of this Lease, including costs, attorneys' fees, and related expenses, unless otherwise limited by applicable law. Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
- c. **Restoration of Property:** Upon termination of this lease for any reason, the Lessee shall immediately remove any and all aircraft, equipment, and personal property owned by Lessee from the Leased Premises, and restore the Leased Premises to its original vacant condition, excluding normal wear and tear, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon. In the event Lessee fails to remove said property and restore the Leased Premises in accordance with this Section, Lessor may remove said property and restore the Leased Premises and may assess the reasonable cost for such removal and restoration against Lessee.
- d. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Lease by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.
- 22. Assignment:** The Lessee shall not assign, sublet or transfer this Lease or any interest herein without the prior written consent of the Lessor. Lessor may assign or transfer this Lease or any of Lessor interests herein at any time in its sole and absolute discretion.
- 23. Subordination Clause:** This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin 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 said provisions required by those agreements.
- 24. National Emergency:** During time of War or other State or National emergency, the Lessor shall have the right to suspend this Lease, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government. During any period when the Airport shall be closed by any lawful authority, thereby restricting the use of the Airport in such a manner as to interfere with

the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

**25. Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
- b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c. The Lessee shall use the Leased Premises and its improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- d. Lessee acknowledges and understands that Lessee shall undertake an affirmative action program, if required by 14 CFR Part 152, Subpart E, in order to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities on the Leased Premises covered in 14 CFR Part 152, Subpart E. If Subpart E is applicable to Lessee, Lessee assures that no person shall be excluded on those grounds from participating and/or receiving the services or benefits of any program or activity covered by said subpart and that it will require that covered sub-organizations of Lessee provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E to the same effect.

**26. Arbitration:** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute by the arbitrator(s) shall be final and binding on the parties.

**27. Severability:** This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any remaining provisions of said Lease.

**28. Notices:** Any notice to be given by either party to the other pursuant to the provisions of this Lease or any law, shall be given by first class mail, postage prepaid, addressed as a party for whom is intended, at the address set forth in the Lease, or at such other address such party shall designate in writing to the other party.

**29. General Provisions:** Time shall be of the essence as to each and every provision of this Lease. The terms, conditions, and provisions of this Lease shall be binding upon Lessor and Lessee and their respective representatives, successors, and assigns. This Lease shall supersede any prior leases existing

between the parties hereto for the Leased Premises. This Lease may be executed in any number of counterparts and via DocuSign, Eversign, facsimile or e-mail, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the last date referenced below.

**LESSOR:**

City of Platteville

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_