

HANGAR LEASE FOR T-HANGAR NO.: _____

(Building No. _____)

THIS LEASE is made and entered into on this ____ day of _____, 20 , by and between the Airport Authority of the City of Lincoln, Nebraska, (“Authority”), and:

Name of Lessee: _____

Primary Contact Person: _____

(If different from above.)

Secondary Contact: _____

(Spouse, partner, other club member, etc.)

Address of Lessee: _____

Telephone: Business: _____ Residence _____ Cell _____

E-mail Address: _____

If Lessee is a corporation, list the names and addresses of all officers; if Lessee is a limited liability company, list the name and address of the managing member or members and any other officers; if Lessee is a club, partnership, or joint venture, list names and addresses of all members. Use additional pages if necessary. Any changes in officers or members shall be reported to the Authority in writing. PROVISION OF THE ABOVE INFORMATION IS MANDATORY; IF NOT COMPLETED, THE LEASE WILL BE RETURNED TO LESSEE.

For and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Leased Premises. The Lessee leases from the Authority, T-Hangar No. _____ located on the Lincoln Airport herein referred to as the “Airport.”

2. Term. Lessee shall have and hold said premises on a month to month basis beginning on the ____ day of _____, 20__.

3. Rent. Lessee shall pay, as rent for the leased premises, the sum of \$_____ per month, which shall be payable in advance on the first day of each month. The Authority reserves the right to charge a late fee of fifteen percent (15%) for nonpayment of the rent if not paid by the 10th of each month. If Lessee pays twelve (12) month’s rent in advance on or before December 31 of each year, Lessee will receive a ten percent (10%) discount in the rent paid twelve (12) months in advance. The twelve (12) month prepaid rental rate is \$____ due on or before December 31st. In the event that this Lease is terminated during the prepaid rental term,

Authority shall refund to Lessee the rent paid in advance for the remainder of the term after the date of Lease termination.

4. Notice. Any notice permitted or required hereunder will be transmitted by e-mail unless the following box is checked by Lessee.

Prefer Notification by U.S. Mail

Any notice to Lessee will be sent to the e-mail address (or property address if preferred) indicated above. Notice to the Authority shall be sent as follows:

E-Mail: administration@lincolnairport.com

Mailing Address: Airport Authority of the City of Lincoln, Nebraska
P.O. Box 80407
Lincoln, Nebraska 68501

5. Amendments to Lease. The Authority reserves the right to amend the terms of this Lease Agreement or the rental rate to be paid by Lessee thereunder. However, if Authority elects to amend the terms or rental rate of the Lease, Authority shall give Lessee at least thirty (30) days prior notice of the changes to the Lease.

6. Required Aircraft Information. The following aircraft information is required to be on file and updated as necessary pursuant to Neb. Rev. Stat. §77-1250.02 (Reissue 2009):

Year, Make and Model of Aircraft: _____ "N" No.: _____
Date First Based: _____ Horsepower: _____ Number of Engines: _____
Name and Address of Aircraft Owner: _____

7. Permitted Activities.

- a. Lessee shall use the premises primarily for the storage of aircraft owned or leased by Lessee, together with storage of tools, parts and other articles necessary for Lessee's maintenance of the aircraft. If Lessee fails or ceases to store an aircraft in the T-Hangar, this Lease is subject to termination pursuant to Section 16.a.
- b. The hangar electrical system is designed for light duty service only. Only portable electrical appliances (with a combined electrical load not to exceed 15 amps) may be connected to thereto, in addition to the basic lighting fixture. All such appliances shall be properly grounded.
- c. Lessee shall use the T-Hangar taxiway for vehicular access to the hangar. The maximum speed limit in the T-Hangar area is 15 MPH and aircraft have the right-of-way at all times.

d. Vehicles may be parked in Lessee's hangar in conjunction with aircraft use.

8. Prohibited Activities.

- a. The leased premises are for general aviation-related storage only and no commercial operations or activities (including, but not limited to, the provision of any aeronautical service provided to the public or fixed base operator (FBO) activities) are permitted.
- b. Aircraft shall not be fueled or refueled while any portion of the aircraft is within the hangar.
- c. Storage of fuels within the Hangar area is prohibited. Lessee may store aircraft lubricants within the T-Hangar only in a properly marked UL or OSHA approved container.
- d. Hangar floors are to be kept free of debris and flammable materials.
- e. Aircraft batteries shall not be charged while any portion of the aircraft is within the hangar.
- f. Use of area heaters, regardless of type, is prohibited in the hangars without prior authorization by the Authority.
- g. Smoking or open flame operations of any kind are strictly prohibited in the T-Hangars or anywhere within the Air Operations Area (AOA) of the Airport.
- h. No electrical motor or appliances shall be located within 18 inches of the hangar floor.
- i. Modification of any hangar space is prohibited without prior written permission of the Authority. Removal and/or repair by the Authority to return the T-Hangar to original condition will be at Lessee's cost.
- j. The use of a lock other than the lock issued by the Authority on the hangar door is prohibited. The Authority reserves the right to remove private locks at its discretion.
- k. Parking or driving on any turf areas is strictly prohibited. Vehicles parked or left unattended outside of the T-Hangar are subject to being towed away at owner's expense.
- l. Mechanics who do not have an established, commercial presence on the airport are not allowed to provide maintenance or repair services to aircraft within the leased premises. If Lessee prefers to utilize non established mechanics, the aircraft shall be taken to that mechanics operating location. "Pickup truck" or "station wagon" mechanics and the

like are not allowed to provide services on the leased premises. Notwithstanding the above, pursuant to FAA Order 5190.6(B), Lessee, with its own equipment and employees or agents shall be allowed to perform maintenance on Lessee's aircraft within the leased premises, provided it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of Airport facilities by others.]

9. Compliance with Laws. Lessee shall comply with all applicable statutes, ordinances of the City of Lincoln, Federal Aviation Administration Regulations, and the Rules and Regulations of the Authority pertaining to Lessee's use of the leased premises and the Airport in addition to the provisions of this Lease. The Airport Rules and Regulations are available at www.lincolnairport.com.

10. No Assignment or Subletting. The leased premises shall not be assigned or sublet by Lessee without the prior written consent of the Authority.

11. Access/Security.

- a. For vehicular access to the AOA, Lessee shall use Gate _____, as marked on the attached Exhibit "A," unless directed to do otherwise by Authority.
- b. Lessee shall not leave the area of any opened airfield perimeter gate until that gate has completely closed, if automatic, or has been closed and secured, if manual.
- c. Lessee shall be held responsible for any individual that gains access to the AOA through any gate or door the Lessee opened and failed to properly secure. Lessee is also responsible for any individual intentionally allowed to access the AOA through any gate or door.
- d. Lessee acknowledges and understands that the T-Hangar leased herein is located within the secured Air Operations Area (AOA) of the Airport. Lessee agrees to comply with all Federal Aviation Administration, Transportation Security Administration and Airport Authority Rules and Regulations. Lessee agrees that it will, by lease addendum, agree to such additional provisions as may be required, by the Airport. Lessee agrees to pay any penalties, fines or costs resulting from Lessee's violation of any of said security regulation and to indemnify Authority from any such fines, penalties, or costs incurred by Authority for incidents that are due to lessee's violation of any of the said security regulations.
- e. Lessee understands and agrees that access to the T-Hangars and ramp area may be obtained only through the use of authorized access media (Airport Identification Card). Vehicles and persons may gain access to the T-Hangar area only at assigned access points. All of Lessee's employees, agents, and members who will be unescorted in the AOA, shall make application for and comply with all requirements of the Authority for the issuance of an Airport

identification card. The card shall be in their possession at all times when they are within the AOA. Lessee shall "escort" any guests, invitees or other persons accompanying Lessee, in the manner set forth in Authority's Rules and Regulations, at all times that said individuals are within the AOA. Lessee is responsible for all escorted persons.

- f. The Authority reserves the right to levy, upon thirty (30) days prior written notice, a surcharge to cover additional security costs incurred by the Authority to comply with federal regulations. Any surcharge levied shall not exceed 10% of the basic hangar rental rate.

12. Maintenance.

- a. Authority shall maintain the T-Hangar at its expense, except that the cost to repair any damage to the leased premises caused by Lessee or its employees, members, agents, or invitees shall be paid by Lessee. Should maintenance of the hangar or other service be required, contact the Airport Communications Center at 402-458-2480. Authority reserves the right to make periodic inspections of the T-Hangar for the purpose of preventative maintenance.
- b. Authority shall provide snow/ice removal in the general area, as higher priority efforts allow. Authority will not perform detailed ice or snow removal.
- c. Lessee shall be responsible for snow or ice removal within Lessee's Hangar and within three (3) feet of the hangar door, which will not be serviced by Authority snow removal equipment.
- d. Lessee shall provide, maintain and annually inspect an appropriate fire-extinguisher in the hangar.
- e. Lessee shall be responsible for the cleanup of any hazardous or other material spills from Lessee's aircraft, vehicles, or containers.

13. Utilities. All separately metered utilities servicing the leased premises will be the responsibility of the Lessee.

14. Insurance/Indemnification.

- a. Authority shall insure or self insure all improvements owned by Authority on the premises. Lessee shall bear the entire risk of damage or destruction of aircraft and other personal property stored in the hangar. Lessee is

responsible to ensure that the tail height and wing span of his/her aircraft will fit in the hangar herein leased. Lessee, by the signing of this lease, releases the Authority from liability for damage to or destruction of its stored aircraft or personal property and waives, on behalf of itself and its insurer, any right of subrogation that Lessee or its insurer may have against the Authority, arising out of damage to or destruction of the aircraft or personal property while in the leased premises.

- b. Lessee agrees to indemnify and save harmless the Authority and the City of Lincoln, their Board members, agents, officers or employees from and against all liability for injuries to persons or damage to property arising out of or resulting from Lessee's use or occupancy of the leased premises.
- c. Lessee agrees to obtain general liability coverage, written or endorsed to cover the operation, maintenance, or use of aircraft, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance policy shall contain a provision to notify the Authority in writing thirty (30) days prior to any cancellation, non-renewal, or reduction of coverage, and shall include a waiver of subrogation by the insurer or insurers and Lessee in favor of the Authority. All insurance coverage shall be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an AM Best Rating of no less than A:VII, unless specific approval has otherwise been granted by the Authority. Lessee shall provide the Authority with a Certificate of Insurance evidencing such coverage prior to occupying the Leased Premises.

15. Inspection of Leased Premises. Lessor reserves the right to enter into and inspect the leased premises, including the T-Hangar, at any time without notice to Lessee to ensure compliance with the lease terms.

16. Termination.

- a. Authority may terminate all of the rights of Lessee hereunder by giving ten (10) days written notice of termination to Lessee upon Lessee's failure or refusal to pay rent as per the terms of this Lease or upon Lessee's breach of the covenants and terms of this Lease. Upon said breach and after the said ten days notice, Authority may enter the leased premises and remove all of Lessee's property.
- b. Either party may terminate this Lease upon one calendar months prior written notice to the other party.

17. Surrender of Possession. On the expiration or other termination of this Lease, Lessee's rights to use of the leased premises shall cease and Lessee shall immediately vacate the leased premises and surrender all keys and badges to the Authority. If Lessee remains on the

leased premises beyond the expiration or other termination date, Lessee shall be considered as a trespasser and the Authority shall have the right to take any lawful action to regain possession of the leased premises.

18. Subordination of Agreement. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States of America 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 funds for the development of the Airport.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first written above.

AIRPORT AUTHORITY OF THE CITY
OF LINCOLN, NEBRASKA

Lessor:

Lessee:

By: _____

By: _____