



HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into at the New River Valley Airport, Pulaski County, Virginia on this ____ day of _____, 20__, by and between the **NEW RIVER VALLEY AIRPORT COMMISSION**, sometimes referred to herein as the **Commission** or **Lessor** who's address is 5391 C.V. Jackson Road, Bldg. 4, Dublin, Virginia, and _____, referred to herein as the **Tenant** or **Lessee** whose address is _____ and whose telephone numbers are: Work _____ Home _____ Cell _____ Email _____.

WITNESSETH:

FOR AND IN CONSIDERATION OF the terms and conditions hereinafter set out, the New River Valley Airport Commission does hereby lease unto the Lessee, and the Lessee does hereby lease from the Commission the following described hangar space located at the New River Valley Airport.

Hangar Building _____ **Unit Number** _____

TERMS AND CONDITIONS

1. **TERM:** The initial term of the Tenant's occupancy under this lease shall begin _____ and shall continue in effect for a period of twelve (12) months, ending on the last day of the calendar month at the conclusion of the initial term. Upon the conclusion of the initial term, unless the parties shall enter into a new lease for some specified term of months, this lease shall be a month to month lease. Not less than thirty (30) days before the conclusion of the initial lease term, and after the conclusion of the initial term, either party may terminate the lease by giving not fewer than thirty (30) days advance notice in writing of termination.

2. **RENT AND FEES:** The Tenant shall pay monthly rental of _____ to the Lessor except as otherwise provided in accordance with this agreement. Rent at the beginning of the initial term shall be due and payable by no later than the first day of the term and rent for each succeeding month shall be payable by no later than the fifteenth (15th) day of the calendar month. A \$25 late fee shall be due and payable from the Tenant for any month's rent which has not been paid in full within fifteen (15) days of the date it is due, including, if applicable, any month's rent which is unpaid because the check

for its payment has been dishonored, or because proffer of payment by debit card has been disallowed. A \$25 insufficient funds fee shall be due from the Tenant for each instance of a purported payment by check which is dishonored, or by debit card which is disallowed.

2A. **CHANGE IN RENT:** The Lessor may modify the monthly rent due from the Tenant effective after the initial lease term by action of the Commission, notice for the consideration of a rental rate adjustment shall be published in the proposed agenda at least five days prior to the meeting, such proposed agenda shall be posted in the airport’s terminal building.

2B. **PRORATION OF RENT:** In the event this lease commences on a date other than the first day of a calendar month, the Lessor shall prorate the rent due for the partial calendar month at the commencement of the lease term, and the Tenant shall pay the prorated rent for the portion of that calendar month of occupancy.

2C. **DELINQUENCY OF RENT:** In the event any payment of rent or fees due from the Tenant in accordance with this writing remains delinquent for a period of sixty (60) days or more from the date originally due, the Airport Commission shall have the right to cancel this lease, and the Lessee agrees to surrender possession of the property immediately.

3. **RENTAL PREMISES:** The rental premises leased to the Tenant under this agreement shall be that hangar space at the New River Valley Airport described above. It is understood that the Lessee has inspected the Premises and takes it “AS IS.” The Lessor shall have no obligation to make any changes, removals or repairs of any kind. The Tenant shall also enjoy the right to have access to the rental premises by way of the property of the Lessor. The hangar space rented to the Lessee is sometimes referred to herein as the **rental premises** or **demised premises**.

4. **USE AND OCCUPANCY:** The rental premises shall be used solely for storage of an aircraft in accordance with the terms of this agreement and with other applicable regulation of the premises of the New River Valley Airport such as Airport Rules and Regulations should they be adopted by the Airport Commission, or zoning and enforcement codes imposed by the County of Pulaski.

4A. **HANGARED AIRCRAFT AND LIENS AFFECTING THEM:** The aircraft which shall be stored in the rental premises is or are more particularly described as follows:

Aircraft Make, Model, and Year

Registration Number

This is sometimes referred to herein as the aircraft registered for the demised or rental premises.

Lien or liens, if any, respecting aircraft registration number _____ identified above:

[If none, state none]

The Lessee agrees promptly to notify the Lessor in writing of any change in the status of any lien against an aircraft hangared in the rental premises. This shall include but not be limited to information identifying the satisfaction or release of a lien, the assignment or transfer of lien rights, and the creation of any new lien or liens.

4B. The Lessee may substitute different aircraft for an aircraft identified above, but the Lessee shall promptly advise the Commission of the identification of the substituted aircraft by completing a hangar lease addendum which shall be submitted to the Commission for keeping with the copy of this agreement. In the event of the sale of the aircraft, the Tenant shall promptly notify the Lessor of the sale in writing, including the date of sale. The Tenant shall identify the aircraft to be substituted for the sold aircraft, including identification of the substituted aircraft's registration number, within one hundred twenty (120) days of the date of sale. If the Tenant fails to identify the substituted aircraft in this fashion, the Lessor may terminate the lease at any time after the expiration of one hundred twenty (120) days from the date of sale.

4C. Lessee agrees that the aircraft shall be kept airworthy with current inspections as defined in 49 CFR Section 91.409, except during periods of repair or maintenance. If the rental premises are housing an experimental aircraft under construction, upon request from the airport manager, the Lessee shall provide a timeline for the completion of the construction, including benchmarks of progress toward completion. If either repair or maintenance of an aircraft or completion of construction of an experimental aircraft is reasonably likely to require more than ninety (90) days, so that it is reasonably likely that the aircraft will be in a non-airworthy condition for a period of time greater than ninety (90) days, the Lessee shall notify the airport manager of the estimated time of completion of repairs or maintenance or of the completion of construction of an experimental aircraft. Upon being so advised, the Commission, acting through its manager, may request a timeline identifying when the aircraft will be restored to airworthy condition, or in the case of an experimental aircraft, be brought to airworthy condition. The Lessee shall respond to such a request within seven (7) days of the date it is made. If in the circumstances disclosed by the Lessee's submittal, it is the judgment of the Commission, acting through the airport manager, that the aircraft shall not be restored or brought to airworthy condition within a reasonable period of time, the Lessor may terminate the lease, with the date of termination being not less than _____ days from the notice of termination. In the event of such an initial determination by the Commission through the airport manager, the Lessee shall be afforded the opportunity to address the Commission at its next regular meeting, unless the Commission and Lessee provide for a different date by the agreement of both, and the termination of the lease shall not take effect until that opportunity has been provided. The failure of the Lessee to appear at the meeting of the Commission shall be a waiver of the opportunity to present the matter directly to the Commission for its consideration.

4D. Upon request of the Lessor, the Lessee shall, from time to time, provide evidence satisfactory to the Lessor confirming the Lessee's ownership of the aircraft hangared in the demised premises.

5. MAINTENANCE OF THE LEASED PREMISES AND SERVICES AVAILABLE FROM THE LESSOR: The Lessor will maintain the structural components of the hangar, including its doors and door mechanisms. The Lessor's or its employees make no guarantees to move the Lessee's aircraft in and out of the leased premises unless an agreement to do so is entered into separately or as an addendum. The Lessee will provide for nonstructural maintenance of the leased premises. The Lessee shall be liable for damage sustained to the hangar which is the consequence of an act of the Lessee, or the Lessee's agents or invitees, during the Lessee's tenancy, beyond nominal wear and tear. If the Lessee so desires, a list of damages prior to occupancy of the unit can be formulated with the assistance of the airport manager.

6. LIABILITIES AND LIMITATION OF LIABILITY: The Landlord assumes no liability by virtue of this lease for damage to the personal property or person of the Tenant or others related to the use or occupancy of the rental premises. The Airport Commission may from time to time hold insurance policies relating to hangar keepers, structural insurance, and liability coverages, however there is no guarantees that those policies are written for the benefit of the tenant or would be applicable in all instances, but rather are written to the benefit of the Airport Commission.

7. USE OF THE DEMISED PREMISES: The Lessee shall use the demised premises solely for the storage of aircraft owned or leased by the Lessee. The Lessee shall not cause or permit maintenance of the stored aircraft in the demised premises, with the exception of such minor maintenance as would normally be performed by an aircraft owner rather than by a certified aircraft mechanic. Lessee may perform preventive maintenance on the Lessee's aircraft registered for occupancy at the demised premises, but limited to the character, manner, and extent of such preventive maintenance permitted by applicable Federal Aviation Regulations. The holder of a mechanic certificate, light-sport aircraft repairman certificate, experimental aircraft repairman authorization, or an inspection and maintenance certification issued or authorized by the FAA may perform such maintenance or repair on the holder's own aircraft as is in accordance with applicable FAA requirements, provided such work being performed does not constitute a hazard as determined by the airport manager and provided that a current certificate of aircraft liability insurance is on file with the Airport Manager. The Lessee may store parts and accessories for the aircraft registered for the demised premises at or within the demised premises, but only such parts, accessories, hulls, or incomplete aircraft which are manufactured for use with or readily adapted for use with the aircraft registered for the demised premises. Any flammable liquids at the demised premises shall be stored only in unopened original cans or NFPA approved containers and in quantities limited to what is appropriate for imminent or nearly imminent use. The Lessee is prohibited from performing painting, "doping," or volatile epoxy or ester-based operations of any kind within the demised premises. The Lessee shall not use open flames at the demised premises for any purpose. No gas, electric or fuel powered heating devices shall be used in the hangar unless it was permanently installed in the unit and agreed to by the Airport Commission. The charging of any battery shall be done in accordance with the aircraft maintenance guidelines and the battery chargers operating manual and solely at the tenant's risk and responsibility. No work shall be performed by or supervised by any individual or company that is themselves not the lessee (ie. outside contractor or through the fence maintenance operation) without first applying for and receiving permission from Airport Management and having on file a current certificate of liability insurance. Storage of non-aeronautical related items is expressly prohibited. The demised premises shall not be used

for any commercial activities without the prior written approval of the Lessor. Such commercial uses requiring this approval might include but are not limited to aircraft rental, aircraft maintenance, charter, leasing, flight instruction, and aerial survey or aerial photography work. Lessee shall remove any objectionable item or cease any objectionable activity within 10 days from written notification from the Lessor, unless such objection is deemed immediate by the airport manager at which case such notice shall be provided verbally.

8. **SUBLEASE/ASSIGNMENT:** The demised premises may not be subleased or assigned by the Lessee without the prior written approval of the Lessor. The parties agree and acknowledge that the storage of aircraft not owned or leased by the Lessee and identified accordingly as aircraft registered for storage in the demised premises, whether with or without compensation to the Lessee, constitutes a sublease and is prohibited by this agreement, unless approved by the Lessor in writing. Failure to enforce this provision in any instance shall not be a waiver as to any subsequent sublease or assignment.

9. **TERMINATION:** This lease may be terminated in the manner provided elsewhere in this agreement, and particularly as provided by notice of non-renewal in accordance with Paragraph 1 above. Further, the Lessor may terminate the lease with less than thirty (30) days notice to the Lessee and may require the Lessee to relinquish possession immediately or on such notice less than thirty (30) days as the Lessor deems appropriate, in the event of a significant breach by the Lessee of the terms of the lease. A significant breach by the Lessee includes but is not limited to failure to pay rent, including any delinquency or late fees, within sixty (60) days of the date due; as well as storage of flammable liquids at the demised premises except to the limited extent permitted under this lease; performance at the demised premises of aircraft maintenance beyond the scope permitted under this lease; fueling of aircraft within the hangar; conduct of activities at the demised premises which are not permitted by this lease; and conduct of any unlawful activities at the demised premises.

9A. In the event of the Lessor's exercise of its right to terminate this lease immediately, the Lessee shall surrender possession of the demised premises to the Lessor immediately.

9B. In the event this lease is terminated because of any default or breach of the Lessee, the Lessee shall reimburse the Lessor any incurred court costs, attorney fees, or other expenses of any kind incurred for the enforcement of the Lessor's rights, and shall be liable to the Lessor for any consequential damages which the Lessor may sustain which are attributable in whole or part to the Lessee's breach.

9C. In the event this lease is terminated because of a breach or default of the lease terms on the part of the Lessee, the Lessor shall have the right to retain possession of the aircraft and all other tangible property present at the demised premises, to secure payment of any rentals, fees, or damages, including consequential damages, arising in whole or in part because of the Lessee's default.

9D. The provisions of this writing are cumulative of the rights of the Lessor under Virginia law. The articulation of any specific right in this document shall not limit or curtail any rights of the Lessor under law, to the extent that any such rights are more expansive than the provisions of this document.

10. **SECURITY:** The Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of airport security regulations and measures, as they are applicable to the demised premises and the Lessee. The Lessee retains responsibility for the security of the Lessee's aircraft and other property in the demised premises. With regard to T-Hangar Space, the Lessee agrees to provide the Lessor with a key to any lock or locking device used to secure the hangar. The Lessor agrees that the Lessor will use this key only in case of emergency, or to facilitate servicing the Lessee's aircraft in accordance with the Lessee's instructions. The Lessor shall not be liable for theft, vandalism, or pilferage of any property stored in the demised premises except for theft, vandalism, or pilferage demonstrated to have occurred despite the T-Hangar having a functional lock or locking device, in the event the lock was left unsecured by the Lessor's employees after having been opened or unlocked by use of the key provided to the Lessor in accordance with this paragraph.

11. **INSURANCE:** The Lessee, at its sole cost and expense, shall carry a minimum insurance requirement as required by Code of Virginia Section 5.1-88.2. Prior to occupancy of the space, the Lessee will provide a current copy of the aircraft insurance policy listing the limits of coverage as an attachment to this lease. The policy will specifically identify the New River Valley Airport Commission as "Additionally Insured." If Lessee is unable to meet the requirements of this section, written documentation as to the reasons why must be obtained and approved by the Commission. The Commission reserves the right to cancel the terms of this lease if the Lessee is unable to provide satisfactory insurance coverage.

12. **LESSOR'S RIGHT TO ENTER:** The Commission reserves the right to enter the demised premises at all reasonable times to inspect the property or to do maintenance to the building, or to enter at any time in the event of an emergency or possible emergency. The Commission will endeavor to limit entry to customary business hours. Lessee shall have no claim or action against the Commission for interference with Lessee's interest during such entries or periods of inspection.

13. **IMPEDIMENTS TO USE:** The parties recognize that weather conditions, maintenance, and the construction of improvements to the New River Valley Airport, as well as other circumstances or conditions, may impede or interfere with the Lessee's use of or access to portions of the facilities of the airport, including the demised premises, from time to time. While it is the practice of the Lessor to take measures to mitigate and reduce the extent and duration of such interference with access and use of the facilities at the airport, the Lessor shall have no liability to the Lessee for any interference with the Lessee's access to or use of any portion of the airport facilities, including the demised premises, on account of weather conditions, maintenance, improvements, or for any other cause attributable to the management of the airport, or to actions or omissions of any federal, state, or local governmental entity, or from any other cause.

14. **ENVIRONMENTAL CONCERNS:** Lessee shall not create or permit any condition on the demised premises that could present a threat to human health or the environment or violate any federal or state law, rule, or regulation governing or pertaining to conditions or practices affecting the environment or pertaining to the use, storage, release, discharge, or disposal of hazardous materials. In the event that the Lessee becomes aware of any such condition arising at the demised premises, the Lessee shall promptly inform the airport manager and take such steps as may be helpful or needful to alleviate the condition, in concert with the airport manager, if appropriate.

15. **NON-WAIVER:** The failure or omission of the Lessor to assert any right of the Lessor under this agreement at any time or in any instance shall not constitute a waiver of the right at any subsequent time.

16. **AGREEMENT WITH THE UNITED STATES:** This agreement is and shall be subordinate to the provisions of any existing and future agreements between the Lessor and any agency of the United States of America in any way pertaining to the use, operation, or maintenance of the New River Valley Airport.

17. **NATIONAL EMERGENCY:** During time of war or national emergency, the Lessor shall have the right to lease or submit to the United States of America all or any portion of the New River Valley Airport. In such event, any provision of this agreement inconsistent with the lease or submission of airport premises to the United States of America inconsistent with the operation of provisions of that agreement shall be suspended.

18. **TAXES, ASSESSMENT, AND UTILITY CHARGES:** In the event the demised premises, or any portion of the demised premises or Lessee's possessory interest in them, shall for any reason be subject to taxation assessments, or charges lawfully imposed by any governmental entity, the Lessee shall pay all such taxes, assessments, or charges when they are due. This responsibility shall include payment of charges for utility services as follows:

19. **AUTHORITY TO SIGN:** The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

LESSOR:

Date: _____

By (signed) _____

Printed Name and Title ____Keith Holt, Airport Manager____

LESSEE:

Date: _____

By (signed) _____

Printed Name and Title_____

**HANGAR LEASE ADDENDUM
TO ADD OR CHANGE AIRCRAFT INFORMATION**

Name on Lease: _____

Hangar Building and Unit Number: _____

Date aircraft will first be stored in hangar: _____

Aircraft Make, Model, Year: _____

N-Number: _____

Proof of insurance provided? Yes No

**HANGAR LEASE ADDENDUM
TO UPDATE OWNER CONTACT INFORMATION**

Name on Lease: _____

Hangar Building and Unit Number: _____

Mailing Address: _____

Phone number: _____

e-mail: _____