

GRAND PRAIRIE MUNICIPAL AIRPORT
Agreement for Lease of Space for
Storage of Aircraft - Open Covered Hangar - Row 14 South

Tenant Fact Sheet

Date _____ Account Number _____

Hangar Number _____ Combination _____

Name: _____

Address: _____

Phone Number: (_____) _____ (Home) (_____) _____ (Business)

E-Mail Address _____

Texas Driver's License Number: _____

Employer: _____

Address: _____

Aircraft ID Number: _____ Make _____ Number of Engines _____

Registered Owner: _____

GRAND PRAIRIE MUNICIPAL AIRPORT
Agreement for Lease of Open Covered Hangar for Storage of Aircraft
Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this ____ day of _____, 20 ____, between the City of Grand Prairie, Texas, a municipal corporation, ("Lessor") and _____, (LESSEE"), evidences the following:

I.

LESSOR leases to LESSEE, and LESSEE takes from LESSOR, the following described premises located at the Grand Prairie Municipal Airport ("Airport"), in the City of Grand Prairie, Tarrant County, Texas, for and in consideration of the uses and for the terms and the rental hereinafter set forth, and subject and in accordance with the standard terms and provisions below.

1. **Premises:** Open Covered Hangar, Location 14-South _____, located at the Airport, and consisting of approximately N/A square feet ("Leased Premises").

2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned and/or leased by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal and private use of the LESSEE. LESSEE shall not use the leased premises for any business or commercial operations providing goods or services to second parties.

3. **Term:** The term of this lease will be from month to month, beginning the _____ day of _____, 20 _____. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.

4. **Rent, Storage Fees, Lien:** LESSEE shall pay LESSOR as rent \$ _____ (_____) per month, due and payable in advance on the first day of each month; provided however, that the first rental payment shall be the sum of both the first and last month's rental for the lease and shall be paid simultaneously with the execution of this agreement. All rental payments shall be delivered to LESSOR'S Revenue Management Department, 317 W. College Street, Grand Prairie, Texas 75053 on or before the first day of the month for which rent is due. The monthly rental payment shall be considered delinquent if it has not been received by the LESSOR by the 10th day of the month it is due. In the event the payment is received after the 10th day of the month, there shall be added a late charge of ten percent (10%) of the amount due. LESSEE'S agreement to make rental payments shall be a covenant independent of all other covenants herein. Notwithstanding, LESSOR retains the right to review the monthly rental rates and to make adjustments to said rental rates to reflect the then current market rental rates charged for similar facilities.

Lessee acknowledges that the rent represents the amount owed for storage of an aircraft and/or aviation related property at the Airport, that unpaid rent for such storage gives rise to a possessory lien in favor of Lessor on the aircraft, and that if the rent remains unpaid, Lessor may

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Initial by Lessee _____

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further file such lien and take action to sell the aircraft as set out in the Texas Property *Code and* other applicable laws.

5. **Utilities:** Lessee shall pay for all utilities used, which shall be included in the rental amount stated in paragraph 4 above. Utility service provided shall be limited to that which is necessary for operation of the equipment normally used in association with a privately-owned aircraft.

II. STANDARD TERMS AND PROVISIONS

1. **Prohibited Uses:** LESSEE shall not use or permit the use of the premises or any part thereof for any purpose or purposes other than those set forth herein. LESSEE shall not commit or cause to be committed any waste in or upon the premises or maintain any public or private nuisance or any other action which may interfere with or disturb the quiet enjoyment of any other tenant of the building or buildings, or permit the use of the premises for any improper or unlawful purposes. Nothing contained in this Section 1 shall, however, prohibit or limit LESSEE's right to use any apparatus, machinery, equipment or devices necessary or useful to LESSEE in the conduct of its activities on or about the premises.

2. **Disabled Aircraft:** LESSEE shall store the following aircraft on the lease premises under any of the following conditions:

a. Airworthy Aircraft,
b. FAA registered aircraft with airworthiness certificate in a continuing process of overhaul and/or repair. Tenants in a continuous state of repair or restoration of an aircraft will be required to present signed log books indicating actions taken during the preceding quarter to repair or restore the aircraft. Log books will be presented to the Airport Director the first week of January, April, July and October for review. At the discretion of the Airport Director, the tenant shall be required to either vacate their leased facility or pay an increased rate in accordance with FAA regulations. The increased rate shall be based on the rate that would be charged for a storage facility of a similar size at a commercial storage rental facility within 30 miles of the airport.

c. Final assembly of aircraft in preparation for airworthiness certification.

Should LESSEE sell the aircraft, LESSEE shall have ninety (90) days to acquire an aircraft to house upon the leased premises or LESSEE shall relinquish said premises to LESSOR.

Any exception to this requirement must be approved by LESSOR'S Airport Director.

3. **Compliance with Applicable Laws:** LESSEE shall comply with all applicable laws, ordinances, rules, regulations, and orders of Federal, State, and City governments governing the conduct of LESSEE'S activities on or about the premises.

4. **Alterations.** LESSEE shall make no permanent changes or alterations, or construct any permanent additions or improvements, or do any work in connection therewith, on or about the premises without the prior written consent of the LESSOR'S Airport Director, whose decision shall be final, and which consent shall not be unreasonably withheld. Any permanent improvements or additions to the leased premises shall be deemed to be fixtures and title to said improvements or additions shall vest in the LESSOR immediately upon completion of construction or attachment.

5. **Entry and Inspection:** LESSOR shall have the right to enter upon and inspect the premises from time to time during the term hereof and, upon reasonable notice to LESSEE (except in cases of emergency, when no notice is required), to make any repairs deemed necessary by the LESSOR for the safety, improvement, or preservation of the leased premises, without abatement of rent; provided however, that LESSOR shall not, during the course of any such inspection or repairs, unreasonably interfere with the LESSEE'S use and enjoyment of the premises.

6. **Services Furnished by LESSOR:** LESSOR shall furnish adequate utility services at LESSEE'S sole cost and expense. LESSOR assumes no liability to LESSEE for failures or interruptions of any and all services or utilities furnished to LESSEE when due to causes beyond the control of LESSOR, including but not limited to floods, fire, and power failures.

7. **Care of Premises by LESSEE:** LESSEE shall keep the leased premises in a safe, neat, clean, and presentable condition at all times and shall promptly repair any damage caused by LESSEE, its officers, agents, employees, or invitees.

8. **Care by LESSOR:** LESSOR shall keep the Airport grounds in a safe, neat, clean, and presentable condition, and perform all maintenance required to keep the premises in a tenantable condition, at LESSOR'S sole discretion.

9. **Indemnity:** LESSEE agrees to indemnify LESSOR, its officers, agents, employees, or invitees from and against all claims, demands, causes of actions, suits or judgments (including costs and expenses incurred in connection therewith) for injuries to persons or for loss or damage to property arising out of or in connection with the negligent act or omission of LESSEE, its officers, agents, employees, or invitees in the use and occupancy of the premises and airport facilities.

10. **Disclaimer:** LESSEE agrees to accept all facilities and the leased premises in the condition in which they are found. LESSOR disclaims and LESSEE accepts LESSOR'S disclaimer of any warranty, express or implied, of the conditions or fitness for the use of the leased premises.

LESSEE shall furnish all ropes, chains, or similar devices necessary to secure aircraft. LESSOR assumes no liability for damage to aircraft resulting from failure of LESSEE to provide adequate tie-down devices.

LESSEE further covenants and agrees that LESSEE shall not hold LESSOR or any of its officers, agents, or employees responsible for any loss to LESSEE'S aircraft, automobile, personal property, parts, or supplies that may be located or stored in, on, or about the leased premises, where such loss is caused by fire, theft, rain, windstorm, hail, or any other causes whatsoever.

11. **Default:** If LESSEE refuses, neglects, or fails to perform, observe, and keep any of the covenants, agreements, terms, or conditions contained herein, and such refusal, neglect, or failure continues for a period of ten (10) days after written notice to LESSEE from LESSOR (except in the case of nonpayment of rent, wherein such refusal, neglect, or failure continues for a period of five (5) days after written notice to LESSEE from LESSOR), then LESSOR may enter into and upon the leased premises and repossess the premises and expel the LESSEE and those claiming under and through LESSEE and remove the contents therein, including LESSEE'S aircraft (forcibly if necessary) without being deemed guilty of trespass and without prejudice to any and all rights and remedies from arrears of rent or breach of covenant. Upon such entry, this lease shall terminate; provided however, that the LESSEE shall remain liable to LESSOR for damages suffered by LESSOR including, but not limited to, unavoidable loss of rent for the remainder of the term incurred as a result of such termination.

LESSOR'S waiver of any default or breach by LESSEE, including acceptance of rent, shall not be deemed a waiver by LESSOR of any subsequent default or breach by LESSEE.

12. **Assignment, Encumbrances, and Subletting:** LESSEE shall not assign, pledge, or otherwise encumber this lease or the premises covered thereby. LESSEE shall not sublet the premises or any part thereof, or furnish to any other person any ground space, office space, aircraft storage space, or other right or privilege in or on any Airport property without the prior written consent of the LESSOR's Airport Director. Said consent shall not be unreasonably withheld. The rental rate paid by the SUBLESSEE shall not be greater than that paid by LESSEE to LESSOR.

It is understood that consent of the LESSOR to any subletting in one instance shall not constitute consent of the LESSOR to any other subletting. Any assignment, sublease, or other such agreements consented to shall be in writing and shall be approved as to form by LESSOR'S City Attorney.

13. **Surrender of Premises:** Upon termination of this lease by either party, or by reason of default or otherwise, LESSEE shall remove itself, aircraft, and all other personal property and equipment stored by LESSEE in and upon the premises. LESSEE shall, at its own expense, repair any damage cause by LESSEE'S use. LESSEE shall, upon termination of this lease, surrender the premises to LESSOR in the same condition as received, ordinary wear and tear excepted.

14. **Rules and Regulations:** LESSEE shall faithfully observe and comply with all reasonable rules and regulations of LESSOR, including any rules and regulations promulgated by LESSOR'S Airport Director, not inconsistent with the provisions of this lease. Such rules and regulations shall be communicated by LESSOR'S Airport Director, in writing, to LESSEE and necessary for the

reputation, safety, care, or appearance of the building, or preservation of good order, the operation or maintenance of equipment, or the comfort or safety of other Airport tenants.

15. **Successors and Assigns:** The terms, covenants, agreements, and conditions contained herein shall be binding upon LESSEE'S heirs, successors, executors, administrators, and assignees. This provision shall not in any way affect the requirements set forth in section II, paragraph 10.

16. **Signs:** LESSEE shall not erect, install, or place any signs on or about the leased premises without the prior written consent and approval of the LESSOR'S Airport Director.

17. **Ingress and Egress:** LESSEE, its invitees, visitors, and suppliers of materials and services shall have full and free rights of ingress and egress to and from the premises and to and from other Airport buildings subject to rules and regulations of LESSOR and LESSOR'S Airport Director.

18. **Chemicals and other Toxic Substances:** LESSEE agrees to properly store, collect, and dispose of all chemicals and chemical residues; and to comply with all local, state, and federal laws and regulations governing the storage, handling, and disposal of such chemicals, paints, and other like substances. LESSEE further agrees that, at no time, during the term of this lease shall any toxic substances, flammable liquids, solids, gases, signal flares, or other similar materials be stored on the leased premises which are considered by the United States Environmental Protection Agency to be a hazard to the health of the general public, and that no activity shall be permitted on the leased premises that would produce noxious or toxic odors, provided however, that such materials may be kept in aircraft for aircraft use, or stored in rooms or areas specifically approved for such storage by LESSOR'S Fire Chief, or in Underwriter Laboratory approved safety cans.

19. **Notices:** All notices given or required in connection with this lease shall be in writing and shall be sent via Registered Mail, return receipt requested, with postage and registration fees prepaid to the following persons(s):

LESSOR Airport Director
Grand Prairie Municipal Airport
3116 South Great Southwest Parkway
Grand Prairie, TX 75052-7238

LESSEE: _____

20. **Insurance:** LESSEE shall, at its own option, carry its own insurance on its aircraft and other equipment which LESSEE stores in or on the leased premises and in no event shall LESSOR

be liable to LESSEE for loss or damage to LESSEE'S aircraft and equipment or personal property of LESSEE.

21. **Waiver of Attorney Fees:** LESSOR and LESSEE covenant and agree that in the event of any litigation arising between the parties to this lease, LESSEE shall be solely responsible for payment of its attorneys fees. In no event shall LESSOR be responsible for LESSEE'S attorneys fees regardless of the outcome of the litigation.

22. **Entire Agreement:** This agreement constitutes the entire understanding between the parties, and, as of its effective date, supersedes all prior or independent agreements covering the LESSEE'S occupation of the leased premises. Any change or modification hereof shall be in writing, signed by both parties. The parties to this agreement hereby agree and acknowledge that they are the principals to the agreement and have the power, right, and authority to enter into this agreement and are not acting on behalf, or as an agent, of any third party.

23. **Severability:** If any provision of this agreement shall be finally declared void or illegal by a court having competent jurisdiction, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties. Venue of and action brought under this agreement shall be exclusively in Tarrant County, Texas.

24. **Captions:** The Captions to the various clauses of this agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this agreement.

IN WITNESS HEREOF, the parties executed this lease as of the day and year first above written.

CITY OF GRAND PRAIRIE, LESSOR

LESSEE:

By: _____
Airport Director

Signature

APPROVED AS TO FORM:

By: _____
City Attorney