

GRAND PRAIRIE MUNICIPAL AIRPORT Error! Bookmark not defined.
Agreement for Lease of Storage Unit
Non-Commercial Tenants

This Agreement for Lease of Storage Unit (the "Lease"), is made and entered into this ____ day of _____, 20 ____, between the City of Grand Prairie, Texas, a home rule municipal corporation that owns and operates the Grand Prairie Municipal Airport located at 3116 South Great Southwest Parkway, Grand Prairie, Tarrant County, Texas 75052-7238 (the "Airport"), ("LESSOR"), and _____, (LESSEE").

I.

For and in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR, the following described premises located at the Airport for the uses, term, and the rental hereinafter set forth, and subject to and in accordance with the following terms and provisions.

1. **Premises:** LESSOR hereby leases to LESSEE: Storage Unit _____, located at the Airport, and consisting of approximately _____ square feet (the "Leased Premises").

2. **Uses:** LESSEE's use of the Leased Premises shall be for storage in compliance with this Lease, the Airport's adopted Rules and Regulations as amended from time to time and incorporated herein, and any and all laws concerning the Airport, including all applicable FAA regulations. 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 third 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 Lease by serving thirty (30) days written notice of termination to the other party.

4. **Rent:** LESSEE shall pay LESSOR as rent \$ _____ (_____) per month, due and payable in advance on the first day of each month; provided however, that a security deposit in the amount of the first month's rental payment shall be paid concurrently with the first month's rental payment upon execution of this Lease. 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.

Rent is payable by cash, check, cashier's check, money order, or credit card at the above-referenced location or to other address as LESSOR may designate from time to time. LESSOR reserves the right to require the form of payment of rent to be by certified check, cashier's check, or money

order. 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. In addition to the forgoing charges, LESSEE shall reimburse LESSOR on demand for any returned check or other charges assessed against LESSOR in connection with any of LESSEE's checks that are returned unpaid for any reason.

Notwithstanding the forgoing, 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 aviation related property at the Airport, that unpaid rent for such storage gives rise to a possessory lien in favor of LESSOR on the aviation related property, and that if the rent remains unpaid, LESSOR may further file such lien and take action to sell the aviation related property as set out in the Texas Property Code and other applicable laws.

5. **Utilities:** LESSOR will provide electricity service to storage unit sufficient to provide overhead lighting, the cost of which shall be included in the rental amount stated in paragraph 4 above. Electric service provided shall be limited to that necessary and customary for a storage unit.

II.

STANDARD TERMS AND PROVISIONS

1. **Prohibited Uses:** LESSEE shall not use or permit the use of the Leased 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 Leased 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 Leased Premises for any improper or unlawful purposes. Nothing contained in this section shall prohibit or limit LESSEE's reasonable use, within the limits of available electrical power, of any apparatus, machinery, equipment or devices necessary or useful to LESSEE in the conduct of its activities on or about the premises.

2. **Aviation related Storage:** LESSEE shall store aviation related property on the Leased Premises. Non-aviation related property may be stored in conjunction with aviation related property. Should the Leased Premises be found at any time to be without aviation related property stored thereon, LESSEE shall have ninety (90) days to acquire and store aviation related property on the Leased Premises. If LESSEE fails to do so, then at the discretion of the Airport Director, the LESSEE shall be required to either vacate their leased facility or pay an increased rate in accordance with the Grand Prairie Airport Fees Schedule.

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 Leased 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 Leased 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 Leased 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 Leased Premises.

If LESSEE uses its own locking device to secure any portion of the Leased Premises, LESSEE agrees to provide LESSOR a key, combination, or other means of opening the locking device to permit LESSOR to enter and inspect the Leased Premises. If LESSOR has provided LESSEE with advance notice of an inspection and LESSEE (or a person acting at its direction) is not present to give access to locked Leased Premises where the key, combination, or other means of access has not been provided, or where the key, combination, or other access device provided by LESSEE will not open the locking device, LESSEE expressly grants LESSOR the right to remove the locking device at LESSEE's expense and enter the Leased Premises to conduct the inspection. In the event of an emergency, as determined in LESSOR's sole discretion, LESSEE expressly grants LESSOR the right to remove the lock, enter the Leased Premises immediately, and take whatever steps LESSOR deems appropriate for preservation of LESSEE's property or the Airport. LESSEE waives any claim for injury, damage, or inconvenience that may arise through actions taken in an emergency, unless due to willful misconduct or gross negligence of LESSOR.

6. **Services Furnished by LESSOR:** 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. No equipment, boxes, barrels, vehicles, trailers, or other personal property shall be stored outside the storage unit.

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 Leased Premises in a tenantable condition, at LESSOR'S sole discretion.

9. **Indemnity:** LESSEE agrees to indemnify LESSOR and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the use and occupancy of the leased premises and Airport facilities, including any act or omission of LESSEE or LESSEE's agents, servants, employees, contractors, customers, or invitees.

10. **Disclaimer:** LESSEE agrees to accept all facilities and the Leased Premises on an "AS IS" basis, 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 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 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, 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 property (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 Leased Premises covered thereby. LESSEE shall not sublet the Leased 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.

13. **Surrender of Premises:** Upon termination of this Lease by either party, or by reason of default or otherwise, LESSEE shall remove itself, and all other personal property and equipment stored by LESSEE in and upon the Leased 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 15.

16. **Signs:** LESSEE shall not erect, install, or place any signs on or about the Leased Premises or other Airport property 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 Leased Premises and to and from other Airport buildings subject to rules and regulations of LESSOR and LESSOR'S Airport Director, except when LESSEE has failed to cure a default within the period prescribed herein.

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 stored in rooms or areas specifically approved for such storage by LESSOR's Fire Chief, or in Underwriter Laboratory approved safety cans.

19. **Fire Extinguishers:** LESSEE shall maintain at least one (1) fully charged fire extinguisher in the Leased Premises provided at the LESSEE's expense.

20. **Notices:** Notices required pursuant to the provisions of this Lease shall be conclusively

determined to have been delivered when (1) hand delivered to Lessee, its agents, employees, servants or representatives, or (2) when deposited in the United States Mail, postage prepaid, return receipt requested, addressed as follows:

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

LESSEE: _____

21. **Insurance:** At all times during the term of this Lease, LESSEE shall obtain and continue to maintain in full force and effect, at no cost to LESSOR, a comprehensive liability insurance policy which shall include injury, death, automobile liability and property damage coverage. The minimum limit for this coverage shall be one million dollars (\$1,000,000.00) combined single limit for liability and for property damage. The City shall be named as an additional insured under the policy, and the policy shall contain a waiver of subrogation in favor of the City. The policy shall provide that the City shall be given at least thirty days (30) days prior written notice, via United States Certified Mail, return receipt requested, of an change in coverage, non-renewal, or any cancellation of the policy. LESSEE shall furnish LESSOR with original copies of certificates evidencing such coverage upon execution of this Lease.

22. **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.

23. **Entire Agreement:** This Lease 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 Lease hereby agree and acknowledge that they are the principals to the Lease and have the power, right, and authority to enter into this Lease and are not acting on behalf, or as an agent, of any third party.

24. **Severability:** If any provision of this Lease shall be finally declared void or illegal by a court having competent jurisdiction, the entire Lease 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.

25. **Captions:** The captions to the various clauses of this Lease are for informational purposes

only and in no way alter the substance of the terms and conditions of this Lease.

26. **Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Tarrant County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Tarrant County, Texas.

27. **Waiver.** Either LESSOR or LESSEE shall have the right to waive any requirement contained in this Lease, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Lease shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

28 **Exhibits.** All exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

29. **Computation of Deadlines.** If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

30. **No Waiver of Immunity or Defense.** Neither party, by execution of this Lease, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third party except as otherwise provided by law.

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