

AIRPORT TENANT'S LEASE AGREEMENT (SAMPLE)

STATE OF _____

COUNTY OF _____

THIS LEASE AGREEMENT made this _____ day of _____, 19____, by and between the CITY OF _____, a municipal corporation, the Lessor herein, also hereinafter called "City" and _____ (Name of Tenant), _____ (Street), _____ (City), _____ (County), _____ (State), hereinafter called "Lessee";

W I T N E S S E T H:

1. City does hereby demise and lease unto Lessee a part of the (Name of Airport) Airport, consisting of _____ square feet of land, shown in sketch dated _____, attached hereto and made a part hereof, the same as if set out herein in full. There is also attached hereto a map or sketch, known as a "Land Use Map," upon which is shown the said area referred to above, and also other areas at said airport roughly indicated (subject to changes, additions or substitutions) designated for "general aviation" aeronautical activities, which areas are available on an equal basis to other qualified persons, firms or corporations who qualify as "Tenants" or "Operators" at said airport.

2. Said premises are leased for the purposes and upon the terms, conditions and provisions hereinafter set forth for a term of _____ year(s), commencing at midnight on the _____ day of _____, 19____, and terminating at midnight on the _____ day of _____, 19____, with the option on the part of Lessee to renew this lease for an additional period of _____ years on terms and conditions agreed upon at time of renewal by giving notice in writing to the City of Lessee's election to extend this lease, not later than _____ days before the expiration of the original _____ period.

3. The hereinabove premises are demised to Lessee only for the uses and purposes of conducting thereon activities related to general aviation.

4. Lessee agrees to indemnify and hold harmless the Lessor and its employees or representatives from damage to property or injury to persons occurring while using said premises resulting from carelessness, negligence or improper conduct of the Lessee, his guests, servants, agents, employees or other persons or any other cause whatsoever.

5. Lessee will obtain, at his own expense, public liability insurance with limits of _____ as to personal injury or death, and _____ as to property damages to portect lessor from actions resulting from activities on said premises. Lessee shall furnish Lessor a certificate of insurance with the Lessor being named additional insured.

Said policy or policies shall provide by endorsement that in the event of cancellation

the Lessor shall be notified at least 30 days prior to termination of said policy or policies. Lessee further agrees to keep the leased area and premises in a neat and orderly manner, free of offensive or dangerous materials or conditions. Lessee covenants and agrees to conduct all activities on the premises in a safe and efficient manner.

6. Lessee agrees to pay to the Lessor, on or before the _____ day of each calendar month during the term of this lease _____ dollars and _____ cents.

7. Lessee agrees that any building, construction, alteration or improvement to the premises must be approved, in writing, by the Lessor or its duly authorized representative in advance of such building, construction, alteration or improvement. Said approval shall not relieve Lessee of the responsibility of obtaining any necessary permits or licenses applicable thereto nor shall such approval supercede any State, City or County building codes, sanitation codes or other regulations appertaining thereto.

8. The Lessor agrees that the Lessee shall have the right to subcontract or assign the whole or any part of Lessee's rights and privileges under this lease by written request of the Lessee and written approval of the Lessor through its designated representative. However, Lessee expressly understands and agrees that the subcontracting or assigning of any or all of Lessee's rights and privileges of this lease shall in no way relieve Lessee of any obligation, responsibility or liability imposed upon Lessee by this lease.

9. It is expressly agreed by the Lessee and the Lessor that all rights, privileges and liabilities imposed on both parties by this lease are subject and subordinate to any conditions, restrictions, limitations, rules or regulations of any agreement or contract pertaining to said airport between the United States Government or any Department or Agency thereof having jurisdiction over said airport and the Lessor, and to rules and regulations of the (Insert name of State Aviation Agency) of the State of _____.

10. It is expressly understood and agreed by both Lessee and Lessor that this lease may be canceled upon proper notice _____ days in advance of such cancellation date. (Insert here desired cancellation provisions or conditions.)

In witness whereof, the City of _____, State of _____, and (Name of Lessee) have each caused this instrument to be executed and their respective seals to be hereunto fixed and attested by their appropriate officers as representatives on the _____ day of _____, 19____.