## OAKLAND COUNTY AIRPORTS STANDARD T-HANGAR LEASE SAMPLE LEASE

T-HANGAR NO. \_\_\_\_\_

LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, between the County of Oakland, Michigan, hereinafter called the County, and \_\_\_\_\_\_hereinafter called the LESSEE.

WITNESSETH:

Two months rent, namely **\$**\_\_\_\_\_be paid upon the execution and delivery of this lease, of which **\$**\_\_\_\_\_ shall apply upon the first month's rent of the term hereby granted; and the payment of **\$**\_\_\_\_\_ shall be retained by the county as a guaranty fund to be applied upon the rent of the last month of said term, plus **\$**\_\_\_\_\_ lock/key deposit. (lock and key deposit does not apply to OSA)

In further consideration of the payment of **\$\_\_\_\_\_** per month, payable on the first day of each month, the Airport agrees to let, on a month to month basis, the above designated T-hangar, for **aircraft storage**, subject to the conditions and covenants herein contained, and to be used for the following purpose(s):

Private Use:	Business Use:
Plane No:	
Twin Engine:	Registered Owner:
Business Phone:	
License No:	Flying Hours:
	Plane No: Twin Engine: Business Phone:

Lessee agrees to carry insurance on his aircraft with a Company authorized to do business in the State of Michigan and to show proof of such insurance to the County upon signing of this Lease.

Type of Insurance Carried:

Public Liability: Passenger Liability:

Property Damage Liability: Other Insurance: Amount:

If the owner of the Aircraft is not the pilot, please give the following additional information:

Pilot:	Home Phone:	
Address:	Business Phone:	License Type:

Lessee covenants with County as follows, to-wit:

- 1. To notify Airport in writing, within ten days, of any change in the information furnished herein.
- 2. Lessee shall not sublet or furnish to any other person any office space, hangar, T-hangar, storage space, field storage privilege, aircraft maintenance or inspection, or any right or privilege whatsoever in or on Airport property without the written consent of the Airport Manager. A violation of this provision shall immediately terminate this lease and the lessor shall have immediate possession of the premises upon giving written notice to the lessee.
- 3. The Lessee agrees to accept all facilities on the leased premises on an "as is basis"; further, Lessee assumes full responsibility to furnish any equipment necessary to properly secure his aircraft and accepts and recognizes that he (it) or his (its) agents are responsible for setting parking brakes, placing chocks, and tying down and chocking their own Aircraft.
- 4. Lessee further covenant and agrees that he will not hold the County or any of its agents, employees, responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangars, T-hangars, offices, aprons, field, or any other location at the Airport; and Lessee agrees that the plane(s), and its contents are to be stored whether on the field or in the hangar at Lessee's risk. Lessee shall be responsible for all damages to property caused by Lessee's carelessness, negligence or neglect. Lessee shall park his automobile, or his guests' automobile, in the hangar when using his aircraft, so as not to interfere with taxiing of other aircraft or general Airport maintenance. Airport Manager shall have the right to take all steps necessary to enforce the above provisions. Lessee agrees to surrender the premises at the end of the term in as good order as they now are, reasonable wear and tear and the act of God alone excepted.
- 5. Lessee agrees to indemnify, defend, and save Airport, its agents, officers, representatives, and employees, harmless from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the acts of Lessee, his (its) agents, servants, guests or business visitors under this agreement or by reason of any act or omission of such person.
- 6. Lessee agrees to accept Airport employees as his (its) agent(s) and to absolve the

County from any liability whatsoever arising while his (its) plane is in the hands of said employees.

- 7. That in the event of any misrepresentation or default of the aforementioned representatives by Lessee, the Airport shall have the right to impound all airplanes and to padlock all offices, shops, bays, and T-hangars of Lessee.
- 8. The Lessee hereby gives and grants to the County a lien upon all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed or stored by Lessee, at the Airport; and agrees that in the event of any failure on the part of the Lessee to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for sixty days of any specified rent, Airport may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due or damage sustained by Airport, without prejudice to further claims thereafter to arise under the terms hereof.
- 9. The County or Lessee shall have the right to terminate this agreement at any time with or without cause by service by certified mail, at least ten days prior to the date of termination, a written Notice to the other party at his last known address, and upon the County refunding to the Lessee a pro rata amount of the storage charges heretofore provided for the unexpired portion of the month following the date of such termination: and upon such termination the Lessee shall immediately remove said airplane(s) from the Airport.
- 10. The County shall have the right to enter said premises at any time for inspection or to make repairs, additions or alterations as may be necessary for the safety, improvement or preservation of the leased premises. If the lessee changes the lock on the hangar door, Lessee shall furnish the Airport Manager or Assistant Manager with a key for maintenance purposes.
- 11. The Airport will provide the Lessee with one (1) key for the lock on the hangar door for a deposit of <u>\$50.00</u>. If the key is not returned when this agreement is terminated, the Lessee will forfeit the deposit, to cover cost of labor and installing new lock cylinder. If the key is returned deposit will be refunded, <u>\$\_\_\_</u> deposit received by .
- 12. Flying club lessees do further agree to provide the Airport with an up-to-date list, of the names of all members of said club, on the 1st day of January and July of each year in which they operate at the Oakland County International Airport.

- 13. Lessee hereby acknowledges receipt of a copy of this agreement and agrees to abide by all Federal, State and Airport rules and regulations, present and future, as amended.
- 14. Any electric wiring installed in the hangars by the Lessee, must first be approved by the Airport Manger, and shall be done according to the State electrical code, by a licensed contractor, first obtaining a permit from \_\_\_\_\_\_Towship, and an inspection made by <u>TWP</u>. inspector. Any violation will void this lease at the option of the Airport Manager.
- 15. In case the said premises are destroyed or damaged by fire, tornado or other causes, not the fault of the Lessee, so as to render the same untenantable, no rent shall accrue from the date of such destruction until the same are again ready for occupancy.
- 16. Lessee shall take good care of the property and its fixtures and suffer no waste of the premises.
- 17. The Lessor agrees to make whatever repairs may be reasonably necessary on the exterior of said leased premises.
- 18. It is further agreed that if the Lessee shall neglect or fail to pay the payments promptly as specified in this agreement in excess of thirty (30) days or fail to comply with any of the conditions and covenants of this agreement for a period in excess of 30 days, then this agreement shall become void and the rights of the Lessee terminated hereunder and the said Lessee shall be a tenant at will and subject to eviction by legal process, in accordance with the statutes of the State of Michigan.
- 19. This lease shall be subordinate to the provision of any existing or future agreement between the Lessor and the United States 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.
- 20. Rent is payable, in advance, on the first day of each month. A late fee of 10% shall be added to rental charges not received by the last business day of each month.

21. Lessee hereby acknowledges receipt of general maintenance letter for leased T-hangar.

WITNESS

Karl W. Randall, Manager of Aviation

WITNESS

SIGNATURE OF LESSEE

Drivers License No.

Cash Received: Amount \$\_\_\_\_ Received by: \_\_\_\_ Airport Receipt No.: \_\_\_\_