

ST. CLOUD REGIONAL AIRPORT T-HANGAR LEASE ANNUAL AGREEMENT

The City of St. Cloud, a municipal corporation of the State of Minnesota, hereinafter referred to as "Lessor", hereby leases to _____, a resident of the City of _____, County of _____, State of _____, hereinafter referred to as "Lessee", that T-hangar unit situated in an aircraft hangar located at the St. Cloud Regional Airport which is more particularly described as follows, to-wit:

Hangar _____ - Bay _____

1. **TERM OF LEASE.** The term of this lease shall be for a period of three (3) years commencing on **January 1, 2016**, and ending on **December 31, 2018**, with the option to terminate the lease at the end of each calendar year if the Lessee notifies the Lessor in writing of intentions on or before November 1st of each year.

2. **RENTAL FEE.** For the first year of this lease agreement, Lessee shall pay to Lessor a monthly rental fee of \$_____.00 plus an estimated monthly tax payment of \$____.00 for a total monthly payment of \$____.00/month. The lessor will notify the Lessee in writing of any increase in the monthly rental fee on or before October 1st, prior to the increase taking effect the following January 1st. The Lessee will have the option to terminate the lease at the end of each calendar year provided the Lessee notifies the Lessor in writing of their intentions prior to November 1st of each year. All rental payments shall be made at St. Cloud City Hall, 400 2nd Street South, St Cloud, Minnesota, or such other place as Lessor may designate. All rental payment shall be received by the 5th day of the month for which they are due.

3. **TAXES.** Any and all taxes assessed by any governmental unit shall be the responsibility of the Lessee.

4. **PROHIBITIONS.** Lessee shall be subject to all airport rules and regulations, including but not limited to, the following:

(A) No private locks of any type will be allowed on individual pedestrian doors. If private locks are installed, they will be removed at the discretion of the City of St. Cloud.

(B) Waste oil shall be disposed of only in the oil dump provided. All other items detrimental to the environment shall be disposed of properly. Garbage shall be disposed of only in the garbage containers provided by the City. The Lessee of each T-hangar unit shall be responsible for the proper disposal of all materials generated from or within that unit. The cost of cleaning up any materials improperly disposed of on airport properties shall be charged to the Lessee of the unit which generated or was the source of the material.

(C) Lessee's private vehicle shall be allowed to be placed in a T-hangar when the aircraft is removed for a trip. Parking on the apron or grass will not be permitted.

(D) Lessee shall be responsible for the cleanliness of the T-hangar unit. When, in the opinion of the City of St. Cloud, a safety hazard is found to exist within a T-hangar unit, Lessee will be provided with notice providing for a two (2) week cleanup limit. If the cleanup is not completed within the designated time, the City of St. Cloud will perform all cleanup, which, in its discretion, it deems necessary, and the cost of which shall be charged to the Lessee.

(E) Electric radiant-type engine pre-heaters will not be allowed in any T-hangar unit without obtaining a separate permit from the City of St. Cloud authorizing its use. The cost of the permit shall be \$40.50 per engine and shall authorize the use of the heaters from the 1st of December to the 31st of March in each winter season. In no case shall light bulbs be used as a radiant-type engine pre-heater. Fuel-fired, hot-air type heaters are permitted at no additional charge.

(F) Engine run-up and taxiing out of the T-hangers is not allowed.

(G) Aircraft fueling inside the hangar is not allowed.

(H) Storage of fuel in containers inside the hangar is not allowed.

(I) This lease shall not be sold, assigned, or in any manner transferred or encumbered by Lessee, nor shall the leased premises or any part thereof be sublet without the prior consent of Lessor in writing. Lessee shall keep and use the T-hangar primarily for aircraft storage purposes and for no unlawful purpose whatsoever. Seasonal two-party leases will be permitted. No sublease shall be permitted for a period of time in excess of six (6) months.

(J) T-hangar units shall be used only for the storage of active and operational aircraft. Active and operational aircraft shall be defined to mean all aircraft currently licensed and flyable which are flown to and from the St. Cloud Regional Airport periodically during the year. T-Hangar units may be used for building an aircraft but not without the expressed written consent from the Airport Director.

(K) Prior to placing any aircraft in a T-hangar unit, Lessee shall provide Lessor in writing the following information:

1. Aircraft Type
2. Serial Number
3. Registration Number
4. Present Condition of Aircraft (Is the aircraft presently airworthy?)

5. Present Market Value of Aircraft
6. Insurance Carrier (Including type of coverage, limits, and policy number).
7. Contact information

(L) T-hangar units will be leased to any individual currently owning an operational aircraft, or to an individual actively seeking an operational aircraft. If a t-hangar is leased to an individual actively seeking an operational aircraft, Lessee must obtain and occupy t-hangar with operational aircraft and provide Airport Director with information contained on "Checklist For Lessee" within one-year of execution of lease agreement. If Lessee does not obtain operational aircraft and provide "Checklist For Lessee" information, Lessor will notify Lessee of termination of Lease Agreement.

5. RIGHT OF ENTRY. Lessor reserves the right for itself or agents to go on and into, and have access at all times during the existence of this lease, to said premises for the purpose, including, but not limited to, inspection and showing of the building. Lessor will conduct bi-annual (twice yearly) inspections of all t-hangar units to ensure cleanliness, inspect for hazardous substances and/or materials and verify Tanis-type heater usage.

6. TERMINATION.

(A) In case Lessee shall fail to make any of the above-mentioned payments as specified or fail to keep and perform any of the covenants and agreements herein contained, Lessor may immediately and without notice terminate this lease and re-enter and repossess said premises, without prejudice, to its claims for earned cash rent.

(B) In all other cases, Lessee may terminate lease at the end of a calendar year and must notify Lessor in writing of intentions prior to November 1st.

7. INSURANCE. Lessee shall carry hull insurance on each aircraft stored on the leased premises. The limits of the insurance shall be in an amount equal to or greater than the current value of the aircraft, instruments, and accessories. On or before the date of this lease, Lessee shall provide a Certificate of Insurance to the City of St. Cloud indicating the required coverage for the entire term of the lease and providing for a minimum of thirty (30) days notice to a change or cancellation of that coverage. If you opt not to carry insurance, you must also sign Addendum A.

8. ATTORNEY FEES. Lessee shall pay and discharge all costs, attorney fees, and expenses arising from enforcing any covenants or forfeiture hereof.

IN WITNESS WHEREOF, the parties hereto have executed this lease this _____ day of _____, 20____.

CITY OF ST. CLOUD, MINNESOTA

By _____
William P. Towle, Its Airport Director

By _____
Gregg A. Engdahl, Its City Clerk

_____, Lessee

STATE OF MINNESOTA)
) ss
COUNTY OF STEARNS)

The foregoing was acknowledged before me this _____ day of _____, 20____, by William P. Towle and Gregg A. Engdahl, the Airport Director and City Clerk of the City of St. Cloud, a municipal corporation under the laws of the State of Minnesota, on behalf of the City of St. Cloud, Minnesota (LESSOR).

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20____, by _____ (LESSEE).

Notary Public

ADDENDUM "A"
TO THE ST. CLOUD REGIONAL AIRPORT
T-HANGAR LEASE AGREEMENT

In lieu of carrying insurance required by paragraph 7 of the Airport T-Hangar Lease Agreement and as an additional requirement for the lease of T-hangar space, Lessee covenants and agrees that Lessee will not hold the City of St. Cloud or any of its agents, employees, or Airport Advisory Board members 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 planes and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

CITY OF ST. CLOUD, MINNESOTA:

LESSEE:

By _____
William P. Towle, Its Airport Director

Lessee Printed Name

By _____
Gregg A. Engdahl, Its City Clerk

Lessee Signature

CHECKLIST FOR LESSEE

- _____ 1. Lessee's Signature Notarized
- _____ 2. Lessee Signed Addendum (must be signed)
- _____ 3. Aircraft Type: _____
- _____ 4. Serial Number: _____
- _____ 5. Registration Number: _____
- _____ 6. Present Condition of Aircraft: _____
- _____ 7. Present Market Value: _____
- _____ 8. Attach Copy of Insurance Certificate
- _____ 9. Engine Pre-Heater Permit: _____

Number of Engines _____ x \$40.50 = _____
Please Include Payment for Heater Permit

_____ 10. Contact information: _____

(*Required*)

| | | |
|---------------------------|-----------------|-----|
| Name | | |
| Street or Mailing Address | | |
| City | State | Zip |
| Telephone Number | Cellular Number | |
| Email Address | | |

Lease payments are to be received by the 5th of the month in which they are due. No statements are sent by the City. **Payments are to be made payable to the City of St. Cloud, Attn: Cashier, 400 2nd Street South, St. Cloud, MN 56301.**

If a Tanis-type heater is used (December 1st through March 31st), it must be indicated on the form and a check for \$40.50 per engine for seasonal use shall be enclosed. Every three years you will receive a new lease agreement to be completed and returned. If you do not wish to renew your lease, a hangar release form must be signed and returned. This form can be obtained by contacting the Airport Director's office.