

**Terrell Municipal Airport
Hangar Lease Agreement**

This Hangar Lease Agreement, hereinafter referred to as "Agreement" is entered into by and between the Terrell Municipal Airport, acting by and through its authorized Fixed Base Operator, Terrell Aviation, Inc., hereinafter referred to as Lessor and _____, hereinafter referred to as Lessee.

The following terms and conditions shall govern the rental by Lessors of Aircraft Hanger Space at the Terrell Municipal Airport to Lessee.

1. **Term:** This Agreement shall begin on the ____ day of _____, 20____ and shall remain in effect for a period of one month. Thereafter, this Agreement shall continue in effect from month to month, being automatically renewed after each month unless thirty (30) days notice is given by either party that this Agreement will not be renewed.

2. **Rent:** Lessee shall pay, as rent for the use of the aircraft hanger described in paragraph 3 below, the amount of \$_____ per month, payable in advance on the first day of each month with payment for the first and last month being due and payable upon the execution of this Agreement. An additional fee of \$_____ shall be charged for any late payment(s) received after the fifteenth (15th) day of the month as well as for any check or other method of payment that is denied or returned. Either of the above actions by Lessee may, at the option of the Lessor, constitute grounds for termination of Agreement.

3. **Premises:** The premises leased shall be the aircraft hanger located on Row _____, Hangar # _____, together with reasonably necessary rights of access to the same.

4. **Maintenance of Premises and Services to be Provided:** Lessor will maintain the structural components of the hanger including doors and door mechanisms. In addition, Lessors' employees (circle one) will or will not, on request provide the service of moving Lessee's aircraft in and out of the hangar. Lessee will be responsible and liable for any damage to the hangar caused by Lessee's use including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel or oil spillage, and/or doors damaged due to Lessee's improper or negligent operation.

5. **Waiver of Liability:** Lessee hereby expressly waives any liability and agrees to hold Lessor, together with Lessor's employees, officers, agents and assigns, harmless from any damages to the aircraft stored in the hangar. Further Lessee shall be liable to Lessor for any damage to Lessor's property and/or other stored aircraft arising from Lessee's negligence including, but not limited to, the carrying on of unauthorized activities in the hangar, the storage of flammable materials in the hangar, and/or other aircraft other than fuel and oil in the aircraft tanks.

6. **Use of Premises:** The Aircraft Hangar leased herein shall be used ONLY for the storage of airworthy aircraft owned or leased by Lessee. For the purposes of this Hanger Lease Agreement, an airworthy aircraft is defined as one that has successfully completed an annual inspection by a properly certified aircraft inspector according to the aircraft's log book(s) within the preceding twelve (12) month period. No maintenance of the stored aircraft shall be conducted in the hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees and stipulates that no commercial aviation activities will be conducted on the airport premises without prior express approval of the Lessor including, but not limited to, aircraft rental, charter, leasing, flight instruction, aerial survey/photography work, etc. Lessee further agrees to keep the area free of debris, contain fuel spillage leakage in appropriate containers, and keep the aircraft(s) panels, accessories and parts in an area that will not impede other aircraft from moving.

7. **Sublease/Assignment:** The Aircraft Hangar made the subject of this Agreement shall not be subleased nor assigned by Lessee without the prior written consent of the Lessor. Any aircraft stored under the terms of this Agreement not owned or leased by the Lessee herein shall be construed as a sublease unless prior approval for same is obtained from Lessor and, as such, constitute grounds for the termination of this Agreement.

8. **Termination:** This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice of non-renewal as provided in paragraph 1 above. In addition, Lessor may terminate this agreement during the course of a monthly term upon the occurrence of any of the following which shall constitute a breach of this lease Agreement by Lessee:

- a. Monthly rent is not paid by the fifteenth (15th) of any month;
- b. Lessee fails to comply with any condition of this Agreement and has not reasonably corrected the deficiency upon notice by the Lessor;
- c. Failure to comply with the Terrell Municipal Airport Rules and Regulations including, but not limited to, regulations pertaining to derelict and/or unairworthy aircraft.

In the event a breach occurs, Lessor shall notify Lessee of termination in writing following which Lessee shall have thirty (30) days to remove all aircraft, together with any and all personal property and equipment from the hangar and restore the hangar to its original condition at the time of lease after which Lessor is hereby specifically authorized to remove the aircraft, together with all other property contained therein, by any means necessary without further obligation to Lessee or liability for the aircraft or other property removed.

9. **Security:** Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of applicable airport security regulations and measures.

Security of the hanger itself shall be the responsibility of the Lessee. Lessee agrees to provide Lessors with a key to any lock or locking device used to secure the hanger. Lessors agree that the key will be used by Lessors only in the case of an emergency or to facilitate servicing the aircraft in accordance with Lessee's instructions. Lessee further agrees that Lessors shall not in any way be liable for theft, vandalism, or pilferage to any items stored in the hanger.

10. **Insurance:** Lessee shall furnish proof to Lessor that he/she has purchased and maintains ground insurance/liability insurance to cover any damage or loss to the aircraft.

11. **Choice of Law:** Both parties agree and acknowledge that the above constitutes the entire agreement between the parties, cannot be altered or changed without prior written agreement of both parties, is governed by the laws of the State of Texas and is enforceable in a Court of competent jurisdiction within Kaufman County, Texas.

SIGNED and AGREED TO on this the _____ day of _____, 20__.

TERRELL MUNICIPAL AIRPORT
TERRELL AVIATION, INC.

Lessee

By: _____
Lessors

Printed Name of Lessee

Title: _____

Lessee's Mailing Address

() _____ - _____
Lessee's Home Phone Number

() _____ - _____
Lessee's Business Phone Number

() _____ - _____
Lessee's Other Contact Number

_____ State _____
Lessee's Drivers License Number

Description of Aircraft

N#: _____

Model: _____

Make: _____

S/N: _____