



Airport Hangar Lease Agreement

1. **PARTIES:** This lease agreement dated _____ between Blanding City Municipal Corporation hereafter referred to as "Lessor" located @ 50 West 100 South, Blanding, Utah and _____ hereinafter referred to as "Lessee."

2. **PREMISES:** Lessor leases to the Lessee the premises more particularly described as Hanger #12 located at the Blanding City Municipal Airport located in Blanding, Utah and to use in common with the public, all public areas and airport terminal facilities. This Airport Hangar and parts thereof shall be referred to as "Premises" throughout the remainder of the Agreement.

3. **LEASE:** The Lessor hereby leases to Lessee, and Lessee hereby leases from the Lessor, the Leased Premises, upon the terms and conditions set forth in the Lease (the "Lease") for the purpose of storing Lessee's airplane and/or associated items. Other permitted purposes include: _____

Lessee agrees that it will use the leased Premises in such a manner as to not interfere with or infringe upon the rights of other tenants in the Building. Lessee agrees to comply with all applicable laws, ordinances and airport regulations and policies in connection with its use of the Leased Premises.

4. **TERMS OF AGREEMENT AND RENT:** This Lease Agreement shall be binding commencing on _____ and terminating on _____ and thereafter shall continue on a month-to-month basis until a new lease is executed. It is agreed that the rent for the Premises will be at a rate that is 25% higher than the rent herein listed if a lease continues on a month-to-month basis. Lessee shall pay as rent for the Premises _____ per year if paid in full at the beginning of the lease or _____ per month if paid monthly plus applicable tax in advance on or before the first day of each month/year. **A late charge of 18% per year shall be assessed on any lease monies or portions of rent monies not paid by the first day of each rental period.** A charge of \$15.00 shall be levied on any check returned from the bank. After the first returned check, or after delivery of a 7-day notice for non-payment of rent, only money orders, cash or cashiers checks will be accepted. Rent shall be paid or mailed to the City of Blanding, 50 West 100 South, Blanding, Utah, 84511, or such other place as may be designated by Lessor.

Lessor can terminate the Lease with written notice delivered to Lessee at least 30 days in advance and shall have the right to cancel this Lease without obligation to Lessee. The Lease is hereby made subject to said Lessor termination provision.

Lessee Initial _____

5. **SECURITY DEPOSITS:** Lessee agrees that a security deposit in the amount of \$ NONE shall be held by Lessor. These deposits shall be refunded to the Lessee if the Premises are left in the condition called for by this Agreement and all rent due Lessor has been paid. Provided these conditions have been met, it is Lessor's intent to return the entire deposit to Lessee. Lessor shall return to the Lessee the deposit with a written itemization of deductions from the deposit and reasons for said deductions. The Lessee shall designate the location where said payment may be mailed. If the Lessee is residing on a month-to-month tenancy, thirty (30) days written notice of intent to vacate is necessary for a total security deposit refund, providing there are no chargeable amounts due by Lessee. If Premises are vacated prior to the expiration of this Agreement, the security deposit may be forfeited by the Lessee because Lessee may be liable for rent on the Premises until the expiration date of this Agreement or until the Premises are re-rented, whichever comes first. Lessee hereby acknowledges that the foregoing security deposit need not be held in any trust account.

6. **CONDITION AT INITIAL OCCUPANCY:** The Lessee has examined and knows the conditions of the Premises and has received it in good order and repair except as otherwise specified with Lessor. No representations as to the condition or repair of the Premises have been made by Lessor or its agents prior to or at the execution of this Agreement, or other than those expressed in this Agreement. The Lessee shall have twenty-four (24) hours after the time of occupancy to give Lessor written notice of any defects or needed repairs on the Premises. If no notice is given in that time, then the Lessee is conclusively presumed to have received the Premises in good order and repair.

7. **ACCESS FOR INSPECTION AND REPAIRS:** Lessor or Lessor's agent may at reasonable and proper times, enter the Premises to inspect, make necessary repairs, alterations, provide preventative maintenance, make improvements, supply necessary or agreed services, or to exhibit the Premises to prospective or actual purchasers, workmen, or contractors as permitted by law and/or this agreement.

8. **PETS:** Lessee will not keep in or allow on or about the Premises any live animal, reptiles, or birds.

9. **DUTIES OF THE LESSEE:** The Lessee shall:

(a) Subletting: Not assign this Agreement or sublet the Premises.

(b) **Insurance: Provide insurance coverage for the Lessee's personal property and liability insurance for damage to the Premises through misuse, accident, or neglect, sufficient to cover the full value of all items and damages.** If Lessee fails to comply with this paragraph, Lessee agrees to hold Lessor harmless for any damage to the Lessee's property or property of others by accidental, natural, or other causes of neglect. Lessee agrees and warrants to Lessor that any fire insurance policy, extended coverage policy, casualty and loss policy, or other policy or policies carried by Lessee in connection with this Lease or the Leased Premises and/or insuring Lessee's property or effects located in or upon the Leased Premises shall each contain a provision whereby the insurance carrier waives any right of subrogation against the Lessor. Lessee assumes all normal risks associated with this lease and the storage of Lessee's personal property and recognizes and agrees that Lessor shall not be liable for any damages arising out of Lessee's negligence or injury to Lessee's aircraft not arising from Lessor's willful acts or willful misconduct.

(c) Cleanliness: Keep all aspects of the Premises in a clean, safe, and orderly condition and in as good repair as delivered at the commencement of this Agreement; Lessee agrees to notify the Lessor

Lessee Initial _____

immediately if the need for repair to any part of the Premises becomes apparent. Lessee further agrees neither to paint, attach, or exhibit in or about the Premises any signs or placards nor drive any nails, screws, or apply other fasteners into any wall, ceiling, floor, or woodwork nor to alter or remove any part of the Premises or equipment without the prior written consent of the Lessor. Even if consented to, Lessee agrees to pay for any damage done.

- (d) Snow Removal: Remove all snow in front of or around a hangar that is not removed under Lessor's Interlocal Agreement with San Juan County, or that may subsequently fall from the roof after initial removal.
- (e) Lessee Behavior: Obey all lawful orders, rules, and regulations of all government authorities and conform to the schedule of Lessors rules, regulations, and the airport policies attached hereto as Exhibit A.
- (f) Utilities: Pay for all utilities.
- (g) Vacating Procedure: Vacate the Premises upon the termination of this Agreement if it is not renewed by Lessor, or continues by mutual consent of both parties on a month-to-month basis; leaving the Premises in the same condition as upon initial occupancy normal wear and tear expected, and remove all private locks or deliver keys to said Premises to the Lessor.
- (h) Behavior of Lessee or Guest: Lessee agrees to conduct himself and require other persons on the Premises with consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the Premises, and to insure no person deliberately or negligently destroys, defaces, impairs, or removes any part of the Premises.
- (i) Lessee agrees to be responsible for the proper tie down and securing of Lessee's aircraft after each use.

10. USE OF THE PREMISES: The Lessee agrees to use the Premises only for the leased purposes as defined in paragraph three. The Lessee will not permit the Premises to be used for any purpose that will injure the reputation of the Lessor or Blanding City Municipal Airport of which the Premises are apart. The Lessee will not use or keep in or about the Premises any article or substance which would in any way affect the validity of the STANDARD FIRE INSURANCE POLICY OF THE STATE OF UTAH. Lessor shall retain absolute control over the exterior appearance of the building and the exterior appearance of the Leased Premises. Tenant will not install, or permit to be installed, any signs, lettering, advertising, or any items that will in any way alter the exterior appearance of the Building or the exterior appearance of the Leased Premises.

11. POLICIES:

- (a) Conduct: Lessee agrees to conduct his/her business, including guests, with consideration for neighbors.
- (b) Parking: All Vehicles parked on the Premises must be in a condition to not damage the Premises with oil, or other vehicle fluids that may leak therefrom. Lessee may not change oil or repair vehicles on the Premises. All vehicle parking must conform with the airport rules and regulations. All vehicles must be parked outside of any secured areas.
- (c) Repairs: Repairs for damage caused by the negligence or misconduct (e.g. fire, broken windows, doors, screens) will be charged to the Lessee.
- (d) Application of Security Deposit to Rent: Without the Lessor's written consent, a security deposit may not be used as a credit for rent owed prior to the expiration of termination of this Agreement.
- (e) Modification: Lessor reserves the right to modify these policies. Modifications are effective 30 days from receipt by Lessee of written notice.

12. ENFORCEMENT: If the Lessee fails to perform any of the terms of this Agreement, such failure shall constitute a breach of this Agreement. Lessor shall then give the Lessee such written notice of the breach as is

Lessee Initial _____

required by Utah law. If the Lessee fails to rectify this breach as set forth in the notice, Lessor may declare this Agreement terminated and seek to expel the Lessee from the Premises, and recover the rent due and to become due under this Agreement. The unsuccessful party in such action or proceeding shall be liable to the prevailing party for reasonable costs, expenses, and attorney's' fee, which shall be deemed to have accrued on the commencement of such action or proceeding, and shall be enforceable whether or not such action is prosecuted to judgement.

13. **DEFAULT BY LESSEE:** If Lessee fails to pay rent or other charges when due, the Lessor may terminate this Agreement within seven (7) days after written notice of nonpayment. Any breach or violation of any provision of this Agreement by Lessee or any untrue or misleading information from Lessee given to Lessor shall give the Lessor the right to terminate this Agreement and sue for possession, damages, and past due and future rent 14 days after notice of default is given if Lessee fails to remedy the breach specified in such policies default within 10 days.

15. **NOTICES:** All notices or other writing in this Agreement to be given shall be deemed to have been fully given, made or sent when deposited in the United States mail, certified return receipt requested, or registered, postage prepaid and addressed as follows:

Lessee:

Lessor: Blanding City
50 W 100 S
Blanding, Ut 84511

The address to which any notice or other writing may be given, made or sent to either party, may be changed by written notice given by such party as above provided.

16. **SECURITY:** Lessee hereby agrees and acknowledges that Lessor or Lessor’s agents shall not provide and shall have no duty to provide any security services to the Lessee or the community. Lessee shall look solely to the public police force for security protection.

17. **AGREEMENT AND ACCEPTANCE:** I/We have read and agree to this entire Lease Agreement which includes, any Amendments to the Policies as are now or subsequently will be in effect. I/We agree to live within the spirit and letter of this Lease Agreement and also acknowledge that all blank spaces have been accurately filled or otherwise marked “Not Applicable” (N/A).

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement the day and year first written above.

Lessor: City of Blanding

By: _____
Date: _____
Title: _____

Lessee:

By: _____ Date: _____
By: _____ Date: _____