

AIRPLANE HANGAR RENTAL AGREEMENT

THIS AGREEMENT entered into on this _____ day of _____, 20____ (“Commencement Date”) by and between the JOHNSON COUNTY AIRPORT COMMISSION ("Landlord") and _____ (“Tenant”).

DEFINITIONS & TERMS

Leased Hangar: Row-Hangar No. _____ (“Hangar”)

Airport (check one): _____ New Century AirCenter _____ Executive Airport

Tenant’s address: _____
Street City State Zip

Tenant’s phone: _____ Tenant’s email address: _____

If Tenant is not an individual, complete the following:

Name & Title of Individual Signing: _____ / _____
Name Title

Address of Individual Signing: _____
Street City State Zip

If Tenant is not an individual, then the individual signing shall provide documentation that such individual is an officer, manager, or partner of Tenant or is otherwise authorized to sign this Agreement on behalf of Tenant.

Phone of Individual Signing: _____ Email of Individual Signing: _____

Aircraft to be stored in Hangar: Make: _____
Model: _____
Registration Number: _____
Serial Number: _____

****AIRCRAFT TO BE STORED IN HANGAR MUST BE OWNED OR LEASED BY TENANT**

CHECK ONE:

- Tenant is the sole owner of the aircraft.
- Tenant is one of multiple owners of the aircraft. Complete section below regarding multiple owners.
- Tenant leases the aircraft. Complete section below for leased aircraft.

If Tenant leases the aircraft or if there are multiple owners, complete the following:

Aircraft Owner Name(s): _____

Aircraft Owner Phone: _____ Aircraft Owner Email: _____

Owner’s address: _____
Street City State Zip

Contact Name for Owner (if owner is not an individual): _____

** If there are additional owners, please provide all information for all owners on an additional page.
** If aircraft is owned or leased by a corporation, limited liability company, or partnership, Tenant shall provide documentation that Tenant is an officer, manager, or partner of such entity.

Security Deposit: Amount \$ _____ Date Received: _____

1. **Leased Hangar.** Landlord hereby leases to Tenant the Hangar subject to the terms and conditions of this Agreement.
2. **Term.** This Agreement shall be for a term of one month from the Commencement Date and thereafter to continue on a month-to-month basis. Either party may, without cause, terminate this Agreement upon providing thirty (30) days written notice via United States Postal Service, first class mail, served on the other at the address set forth in this Agreement. If such notice to the Tenant is returned by the United States Post Office, notice shall be given by posting on the Hangar door. Landlord reserves the right to modify or amend the terms of this Agreement, including adjusting the rent, upon one month's notice.
3. **Rental Amount.** Tenant agrees to pay to Landlord monthly rent for the Hangar in advance, due and payable, without demand, on the fifteenth day of each month. The monthly rent shall be charged at the rates set forth in Exhibit A. Landlord reserves the right to increase the monthly rent with one month's notice to Tenant. If Tenant fails to pay Landlord any installment of rent or any other amount due under this Agreement within ten (10) days after the date it is due, a late charge of six percent (6%) of such installment shall be assessed against the Tenant. Any subsequent payments shall be applied first to any delinquent rent and late charges due and owing. Any late charges shall be in addition to Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies.

In the absence of Landlord-approved rent rates extending beyond the period covered in Exhibit A, then beginning two years following the commencement of the last rent rate set forth in Exhibit A and every two years thereafter, the rental rate shall be adjusted proportionately to the change in the Midwest Consumer Price Index – All Urban Consumers (CPI-U Midwest) over the two years previous to the adjustment date. The rental amount from the previous two year period shall be multiplied by a fraction, the numerator of which shall be the Midwest Consumer Price Index – All Urban Consumers (CPI-U Midwest) for the most recent period reported at the end of the two year period, and the denominator of which shall be the Midwest Consumer Price Index – All Urban Consumers (CPI-U Midwest) for the most recent period reported at the beginning of the previous two year period. Under no circumstances shall the rental amount decrease from one two-year period to the next due solely to a CPI adjustment. Landlord reserves the right to conduct market studies for rent comparison, which may result in a rent increase above CPI-U.

4. **Security and Clean-Up Deposit.** Tenant agrees to pay a security and clean-up deposit (“Security Deposit”) in an amount equal to the first month's rent, which is due and payable at the time of execution of this Agreement. The Security Deposit shall be held by Landlord as security for the performance by Tenant of Tenant's covenants and obligations under this Agreement, it being expressly understood that such deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Upon any default by Tenant, Landlord may, without prejudice to any other remedy, use such deposit to the extent necessary to make good any arrearages of rent and any other damage, injury, expense, or liability caused to Landlord by such default. Following any such application of the security deposit, Tenant shall restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned to Tenant upon termination of this Agreement.

Prior to the occupancy of the Hangar, Tenant and Landlord shall inspect the hangar and record the condition of the Hangar in an inspection and inventory report to be signed by both parties, the form of which is attached hereto. Tenant shall, at the termination of this Agreement, vacate the Hangar in as good a condition as it was at the Commencement Date, reasonable wear and tear excepted. In the event Tenant has made any unapproved modifications or alterations to the Hangar then, upon Landlord's request, Tenant shall remove such modifications

or alterations at Tenant's sole expense. If, upon the termination of this month-to-month tenancy, Tenant shall return the Hangar in a condition deemed unacceptable to Landlord, Landlord reserves the right to deduct proportionate amounts from the Security Deposit to repair any damage, remove unapproved modifications or alterations, remove and dispose of any contents, clean the Hangar, or to return the Hangar to its original condition as of the Commencement Date. This shall not be construed as Landlord's exclusive remedy for damages which damages include, but are not limited to, consequential damages and attorney's fees, and Landlord reserves the right to recover any and all costs and damages.

Tenant shall not apply or deduct any portion of the Security Deposit from the last month's rent or use or apply the Security Deposit at any time in lieu of payment of rent.

5. **Utilities.** Landlord shall provide electrical utilities to all t-hangar rows at both airports. Tenant shall not make any modifications or additional connections to electrical service, including adding circuit breakers or lighting, unless Tenant receives prior written approval from Landlord. No additional utilities shall be installed without Landlord's express written permission. Tenant shall not use in or about the Hangar any portable or other electrical equipment with a current amperage requirement in excess of fifteen (15) amps. In addition, Tenant is expressly prohibited from using any type of electrical engine pre-heating devices (except those permanently mounted on engine) while Tenant is not in the Hangar. Tenant shall not modify or alter any existing wiring or install additional outlets or fixtures. Use of unattended extension cords is acceptable only if cords are at least 12-gauge and no greater than 50 feet long, or up to 100 feet long if at least 8-gauge. Extension cords shall not be connected to additional extension cords or surge protectors. Light bulbs shall only be replaced by Landlord. Any fuel-burning heating systems are prohibited. Electrical space heaters are permitted but must be attended while in use. Due to the absence of a heating or cooling element, box fans are permitted.

6. **Use and Occupancy of Hangar.** Tenant agrees to comply with the following covenants, conditions, and restrictions in use and occupancy of the Hangar:

- A. Tenant shall comply with all laws, rules, regulations, resolutions and ordinances applicable to the use and occupancy of the Johnson County Executive Airport and New Century AirCenter or the Hangar including, but not limited to, all FAA laws and regulations, the Field Rules and Regulations Governing the Johnson County Executive Airport or Johnson County New Century AirCenter, the resolutions of the Johnson County Board of County Commissioners, the Johnson County Code, and applicable City and County fire and building codes and permitting processes. Tenant, at Tenant's expense, shall remediate any citation for violations based upon or due to Tenant's use or occupancy within the time period provided in such citation.
- B. The occupancy of the Hangar shall be primarily for the storage of airworthy aircraft owned or leased by Tenant and related aviation equipment. Upon Landlord's request, Tenant shall provide written proof of ownership or a lease agreement for any aircraft stored in the hangar. For purposes of this Agreement, airworthy aircraft includes non-commercial homebuilt or kit aircraft in the process of being built so long as consistent, verifiable progress is being made to complete the aircraft and so long as the building process is compliant with all applicable laws, rules and regulations. For purposes of this Agreement, airworthy aircraft includes non-operational aircraft in the process of being repaired or refurbished so long as consistent, verifiable progress is being made to complete the repair(s) or refurbishment and so long as the repair or refurbishment process is compliant with all applicable laws, rules and regulations. The storage of drones (unmanned aircraft) alone shall not be considered storage of airworthy aircraft under this Agreement. Non-aeronautical property may be stored in the hangar provided the items do not create any life safety or fire hazard or interfere with the aeronautical use of the hangar. Storage of non-aeronautical items shall be in compliance with all applicable

laws, rules, regulations, resolutions and ordinances including, but not limited to, City and County fire and building codes. Non-aeronautical items shall not impede the access to, or ingress and egress of the aircraft. All items requiring registration must have current tags displayed. Storage of any personal property outside of the Hangar is prohibited.

- C. Storage of gasoline, aviation gasoline, jet fuel, propane tanks, explosives, combustible and inflammable materials, and hazardous substances, in the Hangar is prohibited except in accordance with adopted fire codes. Tenant may store in the Hangar 2.5 gallons of fuel per hangar in a federally compliant, labeled container. Tenant shall label containers stored in the Hangar to identify the product stored within. Storage of propane for hot air balloons is limited to a total of 300 pounds per hangar and must be stored in a federally compliant, labeled cylinder. Cylinders must be stored in a proper cradle or in a manner that prevents tipping of the cylinder. Refueling of the aircraft in the Hangar is prohibited. Use of equipment with an open flame or that may create a spark is prohibited in the Hangar.
- D. No structural changes, alterations, or additions shall be made by Tenant to the Hangar without the prior written consent of Landlord. This prohibition includes insulating, painting, removing, attaching, defacing, modifying, bending, drilling, or cutting any part of the Hangar. Tenant may not install any floor covering unless approved by the Landlord. To be considered for Landlord approval all floor coverings must comply with the Hazardous Material Identification System (HMIS) code for flammability of 0 or 1. Landlord will not approve any floor coverings that create a flammability hazard including, but not limited to, household rugs, carpet, remnant carpet, padding, or any other absorbent materials. Floor coverings may not be adhered to hangar structure or floor.
- E. Attaching any hoisting or holding mechanism to any part of the Hangar or to pass any such mechanism over the sheet steel, columns, beams, purlins, fire barrier walls, or braces therein is prohibited. For purposes of this Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle or other hoisting device.
- F. Keep the Hangar clean and free of debris and trash and not place or leave any debris or trash on Airport property. There must be a minimum three feet clearance around and under the Landlord-provided fire extinguisher and the unit's electrical breaker box. Dumpsters are provided only for tenant use at Johnson County Executive Airport and New Century AirCenter and shall not be used for household, other business, or yard waste use.
- G. Tenant shall not park or leave aircraft on the taxiway or on the pavement adjacent to the Hangar door in a manner, which unduly interferes with or obstructs access to adjacent T-Hangars, or interferes with airport operations.
- H. Tenant shall not use or occupy the Hangar or Johnson County Executive Airport and New Century AirCenter for any unlawful, disreputable, or hazardous purpose or conduct itself in a manner constituting a nuisance of any kind.
- I. Tenant acknowledges and understands that Landlord has adopted a noise abatement procedure and Tenant agrees to comply with such procedure in the use of any and all aircraft at or near Johnson County Executive Airport and New Century AirCenter. Tenant further agrees to follow the "Fly-Friendly" policy endorsed by Landlord. Tenant understands and agrees that Tenant's violation of the noise abatement procedure or failure to comply with the "Fly-Friendly" policy may result in termination of this month-to-month tenancy.

- J. Hangar doors will be equipped with locks provided by Landlord. Tenant shall not install, replace, change, or use any lock on the hangar doors except for locks provided and installed by Landlord. Landlord may remove any locks not provided by Landlord and charge Tenant for the costs of such removal and any damage to the Hangar or lock(s) resulting from such removal.

7. **Right of Entry.** Landlord shall have the right at any time to enter into the Hangar for the purpose of inspection, repair, or maintenance, or to determine whether Tenant is in compliance with the terms and conditions of this Agreement. Landlord shall have the right to take such action or to make such repairs or alterations as Landlord deems desirable or necessary for the safe and efficient operation of the airports, all without in any way constituting an actual or constructive eviction of Tenant. As needed for Landlord to perform any structural maintenance, Tenant agrees to move the aircraft from the Hangar upon ten (10) days written notice from Landlord. If Tenant fails or refuses to move the aircraft following such notice, then Landlord may move the aircraft and charge the Tenant for the costs of such removal and any damage resulting to the Hangar, aircraft or contents of the Hangar resulting from such removal.

8. **Abandonment.** Tenant shall not vacate or abandon the Hangar at any time during the term of this Agreement; and if Tenant shall abandon, vacate, or surrender the Hangar, any personal property belonging to Tenant and left in the Hangar shall be deemed to be abandoned at the option of Landlord.

9. **Subleasing and/or Assignment.** Tenant shall not sublease or assign this Agreement or the Hangar or any portion thereof without the prior written permission of Landlord. Tenant shall not permit any other party to occupy or use any portion of the Hangar, including for storage of aircraft not owned or leased by Tenant or for storage of personal property, without the prior written approval of Landlord.

10. **Indemnity.** Tenant shall indemnify, protect, defend and hold Landlord and the Board of County Commissioners of Johnson County (the "County") and their officers, employees and agents, harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Hangar or in the operation or storage of the aircraft stored by Tenant in the Hangar during the term of this Agreement, caused by or attributable to the negligence, omission, or intentional act of Tenant or Tenant's agents, employees, contractors or invitees, and upon timely written notice from Landlord or the County, Tenant shall defend Landlord and the County in any action or proceeding brought thereon. Tenant shall consult with Landlord over any litigation or settlement involving such claims. The foregoing indemnity and obligation to defend shall not apply to claims resulting from the negligence or willful misconduct of Landlord or the County, or their respective agents and employees.

Tenant shall bear the risk of any and all damage or loss with respect to the hangaring and storage of aircraft in the Hangar except that attributable to the sole negligence of Landlord.

11. **Insurance.** Tenant shall carry and maintain in force for the duration of this Agreement insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:

A. **Aircraft Hull / Physical Damage Property Insurance on Contents:** The amount of Hull and property insurance coverage limits shall be determined by the Tenant. Tenant may choose to self-insure the hull value. In the event Tenant chooses to self-insure the hull value, Tenant shall have no recourse against the Landlord except for claims resulting solely from Landlord's gross negligence or willful misconduct. Tenant hereby waives all rights of subrogation against the Landlord. Tenant shall require all property insurance policies, covering the aircraft and other property in the Hangar, to include a Blanket Waiver of Subrogation in favor of the Landlord.

B. Aircraft Liability: \$1,000,000 per occurrence. Rented Hangar Premises Liability must be included in the Aircraft Liability policy. Otherwise, General Liability insurance shall be carried by Tenant.

The Landlord and The Board of County Commissioners, their officers, officials, Commissions, Agencies and employees shall be named as Additional Insured, on a primary and non-contributory basis, under the Rented Hangar Premises Liability or General Liability policy. The additional insured requirement shall be subject to the limitation of liability for claims within the scope of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, and does not create a partnership or joint venture between the Landlord and Tenant under this Agreement.

At the time of execution of this Agreement, Tenant shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within ten (10) business days of expiration of any insurance coverage, Tenant shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

Johnson County Airport Commission
Att: Finance Manager
1 New Century Parkway
New Century, Kansas 66031

This Agreement and confirmation of the Additional Insured and the Blanket Waiver of Subrogation shall all be all stated on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal the Tenant or its Agent shall provide Certificate Holder not less than ten (10) days advance written notice of such change in Tenant's insurance coverage. It is Tenant's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Tenant of its obligations under this Agreement.

It is further agreed that any insurance and self-insurance maintained by the Landlord shall apply in excess of and not contributory with any insurance and self-insurance maintained by Tenant.

12. **Condemnation and/or Casualty Loss.** If during the life of this Agreement, title to substantially all of the Hangar is condemned by any authority having the power of eminent domain, this Agreement shall (except as to the following provisions of this Section) terminate on the date possession of substantially all of the premises is required to be surrendered to the condemning authority. All awards received on account of such condemnation shall go to the Landlord. If, during the life of this Agreement, the use, for a limited period, of all or substantially all of the Hangar is condemned by any authority having the power of eminent domain, this Agreement shall terminate upon notice by one party to the other. All awards shall become the property of the Landlord. If the Agreement is not terminated, none of the obligations (including the payment of rent) of either party shall be reduced or affected in any way.

If during the life of this Agreement title to less than substantially all of the Hangar be condemned by an authority having the power of eminent domain, this Agreement shall not be thereby terminated, unless one party gives notice to the other, and none of the obligations (including the payment of rent) of either party under this Agreement shall be reduced or affected in any way.

If at any time during the life of this Agreement, the Hangar or any part thereof is damaged or destroyed by fire or other casualty, Landlord may proceed to repair, restore, rebuild or replace said damaged or destroyed improvement to as a good of condition as it was in immediately prior to such damage or destruction and none of the obligations of either party under this Agreement shall be affected in any way, unless one party gives notice to the other of termination, except that if Landlord so proceeds to repair, restore, rebuild or replace the damaged or

destroyed improvement, then Tenant's obligation to pay rent shall be suspended during the time of repair, restoration, rebuilding or replacement. In the event Landlord elects not to reconstruct, any and all insurance proceeds or other claims, settlements, judgment, or other moneys payable to or obtained by Landlord shall become the property of Landlord, except that Landlord shall refund the Security Deposit to Tenant subject to deductions as set forth in Section 4 of this Agreement.

So long as neither party has given notice to the other of termination, if at any time during the life of this Agreement, the Hangar or any part thereof, is damaged or destroyed, or the Landlord displaces the Tenant due to repair or replacement of the Hangar, when the repair or the replacement of the Hangar has been completed, the Landlord shall offer the displaced Tenant the right to lease again the same Hangar that the Tenant occupied prior to being displaced, prior to offering the Hangar for lease to anyone else.

13. **Modification.** Except as otherwise provided herein, this Agreement may be modified or amended only by a writing duly authorized and executed by both Tenant and Landlord.

14. **Notices.**

A. All notices required or desired to be given hereunder shall be in writing and shall be deemed duly served and delivered for all purposes if personally delivered, if sent by recognized overnight courier, or if sent by regular first class mail or certified mail, postage prepaid, addressed to Tenant at the address listed above or if to Landlord at the following address:

Johnson County Airport Commission
One New Century Parkway
New Century, Kansas 66031

If any notices to the Tenant are returned by the United States Post Office, notice shall be given by posting on the Hangar door.

B. At all times during this Agreement, Tenant agrees to provide to Landlord any changes to the information set forth above under Definitions & Terms. In the event of any changes, Tenant shall notify Landlord by submitting in person any such change, no later than the effective date of such change. Failure to so notify Landlord may result in termination of this Agreement.

15. **Law.** This Agreement shall be construed according to the laws of Kansas and venue shall be in the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

JOHNSON COUNTY AIRPORT
COMMISSION

TENANT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

