

Jasper County Airport  
2326 West Clark Street  
Rensselaer, IN 47978  
219.866.2100



Jasper County Airport Authority  
Lease of Hangar Space

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the Jasper County Airport Authority, hereinafter referred to as Lessor, and Reference Page 9 of 10 (Version 11, 2-8-17), hereinafter referred to as Lessee;

WITNESSETH:

WHEREAS, Lessor owns and/or operates in Jasper County, State of Indiana, an airport known as Jasper County Airport ("Airport") and said Lessor is desirous of leasing to Lessee an aircraft hangar ("Hangar") located on said Airport together with the rights to use and enjoy individually and in common with others all facilities referred to herein; and

WHEREAS, Lessee is desirous of leasing from Lessor the said Hangar in order that Lessee may have a place to store his or her aircraft, hereinafter more fully described,

NOW, THEREFORE, for and in consideration of the rights, covenants and agreements herein contained, Lessor does hereby lease, demise, grant and let unto Lessee, and Lessee does hereby hire, take and lease from Lessor, the Hangar in the following premises, rights and easements on and to the Airport and the Hangar upon the following terms and conditions, to-wit:

- (1) **LEASE OF HANGAR.** Located at Jasper County Airport, 2326 West Clark Street, Rensselaer, Indiana, 47978, solely for the storage of the following aircraft.

Make: Reference Page 9 of 10 (Version 11, 2-8-17)

Model: Reference Page 9 of 10 (Version 11, 2-8-17)

Registration Number: Reference Page 9 of 10 (Version 11, 2-8-17)

Said aircraft must have current annual inspections while based at the Airport, and evidence of satisfaction of said current annual inspections must be provided to Lessor upon request; provided, however, that Lessee shall have a grace period of six (6) months to provide evidence of satisfaction of a current annual inspection after a particular evidence of inspection expires.

- (2) **RENT.** For the use of said Hangar, Lessee agrees to pay Lessor in the amount of Reference Page 9 of 10 (Version 11, 2-8-17) Dollars per month, and Lessee agrees to pay said amount to Lessor at the address specified in paragraph (1) by the first (1<sup>st</sup>) day of the month for which rent is due without demand. In the event that Lessee's first period of occupancy is only for a partial month, said period will be prorated for that particular month, and all future monthly payments shall be paid on the first day of each month. A late fee of fifty dollars (\$50.00) shall be paid with the rent if Lessee tenders payment after the fifteenth (15<sup>th</sup>) day of the month. Any payment received by mail post-marked after the



15<sup>th</sup> day of the month shall be deemed a late payment. An interest rate of ten percent (10%) per month shall be assessed against any rent or late fee(s) that remain unpaid on the first (1<sup>st</sup>) day of the succeeding month. The amount of rent may be changed from time to time by Lessor upon thirty (30) days prior written notice to Lessee.

- (3) **TERM.** The term of this Agreement shall be for a period of one (1) year, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, unless sooner terminated according to the terms hereof. Thereafter, this Agreement shall continue in effect from month-to-month, unless terminated under the terms of this Agreement. Lessee may terminate this Agreement at any time by giving thirty (30) days prior written notice to Lessor.
- (4) **INSURANCE.** Lessee shall, at all times, maintain liability insurance on each of said aircraft in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence including coverage for property damage, bodily injuries, or deaths of persons occurring in and about the premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Lessee or those for whom Lessee is responsible. Such insurance may provide for a sub limit of not less than One Hundred Thousand Dollars (\$100,000) per person. Such insurance shall name Lessor as an additionally insured party. Prior to the commencement of this Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance required herein, and Lessor must receive at least ten (10) days prior, written notice of any cancellation of Lessee's insurance coverage.
- (5) **USE OF HANGAR.** In connection with the leasing of said Hangar, and as a part thereof, Lessee is hereby given a permit to engage in the aviation activity designated as storage and more particularly defined as follows:

*STORAGE: is defined to mean hangaring, storing, parking, or otherwise providing space for Lessee's aircraft and other of Lessee's properties and equipment, which are associated with the use of aircraft.*

Lessee shall abide by the Federal Aviation Administration's (FAA) and the Indiana Department of Transportation (INDOT) Office of Aviation's policies governing hangars, and nothing herein contained shall authorize or permit Lessee to engage in any other activities or business on the premises unless said Lessee shall be specifically authorized so to do in writing by Lessor.

It shall be the obligation of Lessee to maintain the premises in a clean, orderly, and attractive condition and return the same at the expiration of the term in as good order as received, ordinary wear and tear accepted. In the event that destruction of the Hangar, or any portion thereof, without the fault of Lessee, shall occur during the term of this Agreement so as to make the Hangar unfit for the purpose herein described, Lessee may surrender and cancel this Agreement. Lessee agrees that Lessee's use of the Hangar shall be in conformity with the provisions of this paragraph and further agrees that, any other



provision of this Agreement notwithstanding, in the event of any violation of the provisions of this paragraph on the part of Lessee, Lessor shall have the right to cancel this Agreement forthwith and without notice. It is agreed that:

- (a) The Hangar is for the private use of Lessee and shall not be used for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such sales are transacted for profit.
- (b) Lessee shall be permitted to store within the Hangar aviation parts and accessories, provided, however, that storage of any parts, accessories, hulls, or incomplete aircraft, which are manufactured for use on or can be readily adapted for use on aircraft, does not interfere with the intended primary use of the Hangar.
- (c) Lessee shall be permitted to perform preventive maintenance on Lessee's aircraft, registered for the Hangar, of the kind and to the extent permitted by the regulations of the FAA and INDOT.
- (d) Lessee shall not perform painting or "doping" operations of any kind from or at the Hangar.
- (e) Lessee shall not perform repair service on automobiles or automotive equipment of any kind, other than an authorized motorized towing vehicle, from or at the Hangar.
- (f) Lessee shall not wash aircraft on or about the Hangar.
- (g) Lessee shall dispose of all waste oil in EPA-approved containers designated for such purposes. Disposal of oil in drains, on the ground or in any unapproved containers is prohibited. Lessee may not refuel an aircraft within the Hangar.
- (h) Lessee may store not more than five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the Hangar, provided that any such storage shall be limited to NFPA-approved containers or unopened, original cans.
- (i) Lessee may install within the Hangar a power winch or hand-operated winch, and/or one (1) motorized towing vehicle, to assist with maneuvering in the hangaring of the registered aircraft.
- (j) Lessee may park a properly-licensed and operable automobile within the Hangar, but only while the registered aircraft is in use and subject to any parking rules and regulations issued by Lessor. Lessee shall not park any automobile outside of the Hangar, so as to block, limit, or restrict the use of the grass areas, ramps, apron, or taxiway by other Airport tenants or users.
- (k) Storage by Lessee or others outside of the Hangar is prohibited, except for itinerant automobiles connected with the use of aircraft, without Lessor's prior, written consent.
- (l) Lessee shall not permit the Hangar to be used to store inoperative and unregistered aircraft, nor vehicles, utility trailers, boats, furniture and all other objects foreign to the intended primary use of the Hangar.
- (m) Portable space heaters are prohibited within the Hangar.
- (n) Lessee shall secure the Hangar by closing and locking the Hangar's entrances and exits while Lessee is not present, and if provided with one padlock and one key by Lessor, Lessee shall use only the provided padlock to secure the Hangar.



- (o) Lessee agrees to hold Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney fees, arising out of or in any way connected with a breach of security in reference to the provided padlock.
  - (p) Lessee is responsible for the removal of snow from the paved surface between the Hangar and taxiway, but is not required to do so.
  - (q) Lessee shall have the right in common with others authorized so to do to use common areas of the Airport, including runways, taxiways, aprons, landing lights, signals, flood lights, roadways and other conveniences for the taking off, flying, and landing of aircraft, subject always to such rules and regulations as Lessor has made, or may hereafter make, concerning the use and operation of said Airport.
  - (r) By the use of the Hangar, Lessee covenants not to interfere with the operations of the Airport.
  - (s) Lessee agrees to abide by any security regulations that are deemed necessary by Lessor.
- (6) **CONDITION OF HANGAR.** Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about the Hangar. Lessee covenants that upon execution of this Agreement, the Hangar meets his or her approval and is acceptable “as is.”
- (7) **MAINTENANCE, REPAIRS, AND CASUALTY.** Lessor shall be responsible for all maintenance/repairs to the Hangar, including the Hangar doors, except when necessitated by the negligence or willful misconduct of Lessee, its agents, employees or guests. The responsible party shall conduct such maintenance/repairs with due diligence at its own cost in order to return the Hangar to its original condition. If the maintenance/repairs are the responsibility of Lessee, the rent shall not be abated during the period of maintenance/repairs. If the maintenance/repairs are the responsibility of Lessor and the damage renders the Hangar untenable for a period of 60 days or more, the rent shall be abated during the period of un-tenantability. If the maintenance/repairs are the responsibility of Lessor and the damage renders the Hangar untenable for a period of 120 days or more, Lessee shall have the option to terminate this Agreement by notifying Lessor in writing of this election. If the Hangar is rendered untenable and Lessor elects not to repair the Hangar, this Agreement shall terminate.
- (8) **ALTERATIONS.** Lessee covenants and agrees not to install any fixtures or make any alterations, additions, deletions or improvements to the Hangar without Lessor’s prior, written consent. All fixtures installed or additions and improvements made to the Hangar are subject to inspection by Lessor or Lessor’s authorized agent.
- (9) **SIGNS.** No signs, emblems or advertising shall be placed or erected on or about the Hangar without Lessor’s prior, written consent.



- (10) **PADLOCK AND KEY.** If Lessor provides Lessee with one padlock and one key, Lessee shall not duplicate the provided key, unless Lessee loses, damages, or otherwise makes inoperable the provided key, at which time Lessee shall, at his or her sole expense, duplicate the key with Lessor's prior, written consent.
- (11) **INSPECTIONS.** Lessee agrees that Lessor shall have the right to enter the Hangar at any time for the purpose of making inspections thereof and to take such action and to make such repairs or alterations as are, in the sole opinion of Lessor, desirable or necessary, and to take such materials into or out of the Hangar for the safe and economical accomplishment of said purposes without, in any way, being deemed guilty of an actual or constructive eviction of Lessee.
- (12) **SUBLEASE/ASSIGNMENT.** Lessee shall not, at any time during the term of this Agreement, in any manner, either directly or indirectly, assign, sublet, hypothecate or transfer this Agreement or any interest hereunder, or sublet the whole or any portion of the Hangar without Lessor's prior, written consent. Lessor shall not discriminate on the basis of race, color, national origin, sex, creed or disability, and Lessor shall comply with all Federal and State non-discrimination acts.
- (13) **SURRENDER OF POSSESSION.** Upon the expiration or other termination of this Agreement, Lessee's rights to use of the Hangar shall cease, and Lessee shall vacate the Hangar without unreasonable delay. Lessee shall, at his or her sole expense, remove the aircraft and all other property therefrom, leaving the aircraft Hangar in the same condition as when received, ordinary wear and tear accepted, and Lessee shall leave the provided padlock on the Hangar (if provided) and return the provided padlock key (if provided). Except as otherwise provided in this Agreement, all fixtures, improvements, equipment and property bought, installed, erected, or placed in the Hangar by Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this Agreement, however, the Lessee shall be responsible for any damage caused by such removal. Any fixture, improvement, equipment or other property left in the Hangar shall become the property of Lessor upon termination of this Agreement unless rejected by Lessor.
- (14) **DEFAULT.** This Agreement shall be breached if: (a) Lessee shall default in the payment of any rental payment or other payment hereunder; (b) Lessee shall default in the performance of any covenant herein; (c) a petition is filed by or against Lessee under the Bankruptcy Act or any Amendment thereto; (d) Lessee assigns his or her property for the benefit of creditors; (e) Lessee or any person associated with Lessee violates the security regulations that are deemed necessary by Lessor or fails to comply with policies and procedures at the Airport.

In the event of any breach of this Agreement by Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar and/or Airport property.



Lessee expressly waives the service of any notice, and Lessor shall not be responsible for any damage or loss related to said-removed aircraft while it is on Airport property. Lessor may exercise any of the rights specified above, and such action shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity. Lessor is entitled to recover reasonable attorney fees, costs and expenses incurred by reason of exercising Lessor's remedies under this Agreement. In the event of termination for non-payment, Lessee hereby agrees to Lessor's lien against Lessee's aircraft in the amount of Lessee's arrearage.

All sums of money due Lessor under and by virtue of this lease shall be payable without relief from valuation and appraisal laws and with attorney fees.

- (15) **AIRFIELD MAINTENANCE.** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the rights to direct and control all activities of Lessee in this regard.
- (16) **AIRPORT DEVELOPMENT.** Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance. In the event that Lessor requires the space herein set out for Airport expansion, Lessor shall have the option to terminate the lease.
- (17) **AIRSPACE PROTECTION.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions.
- (18) **NOTICES.** Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by United States Mail with proper postage or personally delivered to the respective address of each party as set forth below:
  - (a) Lessor: Jasper County Airport Authority  
2326 West Clark Street  
Rensselaer, Indiana 47978
  - (b) Lessee: *Reference Page 10 of 10 (Version 11, 2-8-17)*
- (19) **THIRTY (30) DAY TERMINATION.** Lessee shall have the right, with or without cause, to terminate this Agreement by giving thirty (30) days prior written notice to Lessor. Lessor may terminate this Agreement at any time without cause.
- (20) **DISCLAIMER OF LIABILITY.** Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether for any loss, damage or injury of any nature whatsoever sustained by Lessee, his or her employees, agents or invitees during the term of this Agreement, including, but not limited to the loss, damage or injury to the aircraft or any other property of Lessee that may be located or stored at the site of the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence.





The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or in tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Hangar under this Agreement.

- (21) **INDEMNIFICATION.** Lessee agrees to indemnify and save Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney fees, to persons or property resulting from or arising out of or in any way connected with Lessee's use or occupancy of the Hangar. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond or within Lessor's control.
- (22) **INTEGRATION.** This Agreement constitutes the entire Agreement between the parties, and as of its effective date, supersedes all prior Agreements between the parties related to the leasing of the Hangar. Any change or modification hereof must be in writing, signed by both parties, and attached to this Agreement as an Addendum.
- (23) **SUBORDINATION.** This lease shall be subordinate to the provisions of existing or future Agreements between 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.
- (24) **WAR OR NATIONAL EMERGENCY.** During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- (25) **RELATIONSHIP OF PARTIES.** The relationship between Lessor and Lessee shall be only that of Lessor and Lessee. Lessee shall not, at any time during the term of this Agreement, be or become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or Lessee's agents.
- (26) **REMEDIES CUMULATIVE.** The rights and remedies of Lessor with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.
- (27) **WAIVER.** The waiver by Lessor of any covenant or condition of this Agreement shall not thereafter preclude Lessor from demanding performance in accordance with the terms hereof.

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It is agreed that no waiver by Lessor or Lessee of any of their rights hereunder, nor any delay on the part of either of them in the enforcement of any of their terms or covenants of this lease, shall operate or be construed to impair, limit or postpone the rights of the parties hereto to enforce any of the covenants or conditions herein contained upon any subsequent cause arising therefrom.

- (28) **SUCCESSORS BOUND.** This lease and several covenants hereof shall extend to and be obligatory upon the respective heirs, devisees, administrators, executors, assigns and successors of the parties hereto, and Lessee shall have no right, power or authority to assign Lessee's interest hereunder without first obtaining the written consent thereto hereon to be endorsed by Lessor.
- (29) **SPECIFIC PERFORMANCE.** Lessor shall be entitled to specific performance and mandatory and injunctive relief in any Indiana court with equity jurisdiction to enforce the covenants and terms of this lease.
- (30) **SEVERABILITY.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not become void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- (31) **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.
- (32) **FAA 5190.6.** Lessee further agrees that he or she will comply with the covenants of this Agreement, and that this Agreement is subject to FAA Policy and Procedure Memorandum No. 5190.6 as amended from time to time as it applies to the activities set forth herein, and said Memorandum is incorporated herein by reference and made a part of this Agreement.
- (33) **CERTIFICATION.** The use of the Hangar by Lessee shall be in accordance with Federal, State and local laws and regulations, including, but not limited to, those pertaining to fire, safety, and Lessor's rules and regulations. Lessee certifies that Lessee is knowledgeable of the current applicable FAA, INDOT and Jasper County Airport Authority rules and regulations.



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**IN WITNESS WHEREOF**, the parties have hereunto caused this instrument to be executed as of the date first above written.

LESSOR:

LESSEE:

JASPER COUNTY  
AIRPORT AUTHORITY

BY: \_\_\_\_\_

\_\_\_\_\_

David W. Pettet

\_\_\_\_\_

\_\_\_\_\_

Sean M. Yallaly

\_\_\_\_\_

\_\_\_\_\_

W. Craig Jackson

\_\_\_\_\_

\_\_\_\_\_

Allen P. Mushett

\_\_\_\_\_

\_\_\_\_\_

Kimberlie J. DeWees

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the Jasper County Airport Authority, hereinafter referred to as Lessor, and \_\_\_\_\_, hereinafter referred to as Lessee;

(1) **LEASE OF HANGAR.**

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Registration Number: \_\_\_\_\_

(2) **RENT.**

\_\_\_\_\_ Fifty-five and 0/100 (\$55.00)

\_\_\_\_\_ One Hundred Ten and 0/100 (\$110.00)

\_\_\_\_\_ One Hundred Eighty-One and 50/100 (\$181.50)

\_\_\_\_\_ Two Hundred Dollars and 0/100 (\$200.00)

\_\_\_\_\_ Two Hundred Ten Dollars and 0/100 (\$210.00)

\_\_\_\_\_ Two Hundred Twenty Dollars and 0/100 (\$220.00)

\_\_\_\_\_ Two Hundred Thirty Dollars and 0/100 (\$230.00)

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(18) **NOTICES.**

(a) Lessor: Jasper County Airport Authority  
2326 West Clark Street  
Rensselaer, Indiana 47978

(b) Lessee:

[Redacted area consisting of three horizontal yellow bars]