

T-HANGAR LEASE AGREEMENT

CHISHOLM-HIBBING AIRPORT AUTHORITY RANGE REGIONAL AIRPORT

LEASE APPLICATION AND ACCOUNTING INFORMATION FORM

NAME: Leaseholder / Individual:	
HOME ADDRESS:	
MAILING ADDRESS (IF DIFFERENT)):
PHONE NUMBER:	CELL NUMBER:
EMAIL ADDRESS (OPTIONAL):	
HANGAR NUMBER:	BUILDING:
GATE OPENER AGREEMENT ON FI	LE OPENER NUMBER:
EFFECTIVE DATE:	
AIRCRAFT MAKE/MODEL/YEAR:	
AIRCRAFT TYPE :	(EX: SINGLE, TWIN, HELICOPTER)
AIRCRAFT COLOR SCHEME :	(EX: WHITE/RED)
AIRCRAFT TAIL NUMBER:	
MONTHLY RENTAL: \$	MONTHLY ELECTRICAL RENTAL: \$
I,, current address, telephone, aircraft, ar	agree to provide the Airport with changes to nd insurance information.



T-HANGAR LEASE AGREEMENT

Chisholm-Hibbing Airport Authority Range Regional Airport (HIB)

The Chisholm-Hibbing Airport Authority, Range Regional Airport, hereby leases to ________, a T-hangar for the above-described aircraft storage on the following terms and conditions. This lease is intended for the private storage of an aircraft. It is not intended to be used for aircraft maintenance, storage of hazardous materials or storage of non-aviation materials.

1. TERM OF THE LEASE:

- A. The term of this lease shall be a period of six (6) months, which shall automatically be renewed for a period of six (6) months, unless terminated by either party by thirty (30) days advance written notice.
- B. This Agreement is entered into with the distinct understanding that both parties hereto are subject to all the requirements of chapter 303, Laws of Minnesota for 1945 (M.S.A. 360 and subsequent), and all amendments thereto, and that all provisions hereof inconsistent with the provisions of said law shall be revised in accordance with the demands of proper authorities when such demands are made.

2. RENT:

1. Building H:

- A. Units 1-6 and 8-12 shall be \$115.00 per month plus \$10.25 per month for electricity.
- B. Unit 7 shall be \$125.00 per month plus \$10.25 per month for electricity.

2. Building I:

- A. Units 13-17 and 19-23 shall be \$115.00 per month plus \$10.25 per month for electricity.
- B. Units 18 and 24 shall be \$125.00 per month plus \$10.25 per month for electricity.

3. Building J:

- A. Units 25-29 and 31-35 shall be \$150.00 per month plus \$10.25 per month for electricity.
- B. Units 30 and 36 shall be \$160.00 per month plus \$10.25per month for electricity.



- A. The rent stated above is subject to periodic adjustments by the Chisholm-Hibbing Airport Authority Board. Notice of the increase shall be sent out at least thirty (30) days prior to any proposed increase.
- B. All rental payments shall be made payable to: Chisholm-Hibbing Airport Authority, 11038 Hwy 37, Hibbing, MN 55746.
- C. The T-hangar rent is invoiced quarterly and shall be due on the 15th of the month in which they are billed. The non-payment of rent will be grounds for termination of this Agreement and may be subject to a late fee in the amount of \$25.00. Delinquent accounts will be sent to a collection agency after 90 days.
- D. The Lessee agrees to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the term of this agreement upon or against said property or any improvements or equipment on said leased premises.
- E. Said Lessee agrees to pay for all-natural gas use within the T-hangar storage area plus a base rate of \$10.25 per month for electricity and all electricity amounts used above the base rate.
- F. It is understood by the parties that certain costs of construction, reconstruction, maintenance and future costs of improvements to the airport are paid and will be paid in part by State of Minnesota funds and United States Government funds, and that as a result, all leases of airport facilities must comply with certain State of Minnesota and United States Government requirements. It is therefore agreed that if this Lease should fail to comply in any respect with any of such State of Minnesota or United States Government requirements as to interfere with the continued share of costs by said units of government, then this Lease shall thereupon by amended in such fashion so as to cause it to comply with the requirements and regulations of said units of government, provided that such amendments shall alter the context of this Lease as little as possible and still cause it to comply with such State and Federal regulations and requirements.

3. AIRPORT RULES AND ACCESS:

- A. Lessee shall abide by the minimum standards for the Chisholm-Hibbing Airport Authority, Range Regional Airport, City of Hibbing codes and ordinances, county, state, federal Statutes, Federal Aviation Regulations, and environmental laws.
- B. Hazardous activities such as, but not limited to smoking, welding, use of spark producing devices (i.e. grinders), painting, open fuel lines or the application of hazardous substances are expressly prohibited.



- C. Lessee shall keep the aircraft storage space clean and free of grease, oil, paper, and other debris. All flammables must be stored in a metal container with a tightfitting lid with sump capability at minimum or any other approved containment device. Combustible liquids such as lube oil may be stored in small quantities. Flammable storage (other than inside the aircraft fuel storage tank) is limited to a maximum of 5 gallons in each storage hangar unit. The premises covered by this agreement shall not be used for the storage of explosive substances or items.
- D. Aircraft shall be removed from a hangar for any activity involving fueling or defueling.
- E. It is understood that Lessee has examined the property, including all facilities, and is satisfied with its present condition. The Lessee agrees to maintain the property in as good a condition as it is at the start of this lease, except for ordinary wear and tear. The Lessee must pay for all repairs, replacements and damage caused by the act or neglect of the Lessee or the Lessee's visitors. The Lessee will remove all the Lessee's property at the end of this lease. Any property that is left becomes the property of the Lessor and may be thrown out.
- F. The lessee shall keep the hangar doors always closed except when moving an aircraft in or out of the hangar building to avoid wind damage to the hangar door.
- G. Lessor agrees to remove snow from the apron leading up to the hangar up to two (2) feet from the hangar door. Lessee shall be responsible for all other snow removal away from hangar door.
- H. Lessee acknowledges that the runway, runway exits, taxiways, and the ramp area shall have priority in snow removal procedures.

4. RIGHT OF ENTRY:

- A. The Airport Authority and its designated agents may enter hangars at any time for inspection.
- **B.** If additional locks (keyed or combination) are added, a key or combination code must be provided to the Airport within 10 days of installation, or the lock will be removed at the discretion of the Airport Authority.

5. STRUCTURAL MODIFICATIONS:

A. No structural or electrical modifications, painting, or alterations will be made to the storage space without the prior written approval of the Airport Executive Director.



- B. Lessee shall not attach any hoisting, winching, or holding mechanism to any part of the storage space or pass any such mechanism over the beams or braces thereof.
- C. Lessee shall not attach or screw any shelving, work bench, etc. into the sheet metal of structure. All shelving, brackets, hooks, work benches must be freestanding.

6. ELECTRICAL APPLIANCES:

A. Limited electrical appliances are allowed in a hangar including portable fans, televisions, refrigerators, radios, dehumidifiers, engine heaters, powered tow bars, battery trickle chargers, and small air compressors. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, and stoves. Any appliance not having an explosive-proof motor which generates a glow, flame, or spark must be elevated at least (18) inches above the floor. No appliances, except refrigerators, dehumidifiers, battery trickle chargers and engine heaters, may remain connected to any electrical receptacle when the hangar is not occupied.

7. MOTOR VEHICLES:

- A. Vehicles shall be driven on the airport only by a licensed driver in accordance with the Airport's Airfield Driving policy. Lessee shall maintain currency of registration as well as limits of liability and property damage insurance, as mandated by the State of Minnesota on its vehicle. Lessee will exercise all controls and restraints necessary to comply with this Agreement.
- B. It is understood that no vehicles are to be driven or parked beyond the South end of the T-hangars.
- C. Vehicles must be located so as not to block aircraft access route between any hangars.

8. ENGINE OPERATION:

A. No aircraft shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

9. INDEMNIFICATION OF LESSOR / INSURANCE:

A. Lessee agrees that it is required annually, at his/her expense, provide Lessor with a copy of a policy of insurance for fire, theft, loss, or destruction of the property stored on said premises at a minimal amount equal to the fair market



value of said property. Lessee hereby agrees that Lessor shall have no liability whatsoever or to any extent for or on account of any injury or damage to any property of Lessee or to Lessee at any time or for or on account of the destruction of any property at any time in said area. Lessee hereby releases Lessor from all responsibility whatsoever in connection with Lessee and Lessee's property and acknowledges that Lessee's use of the area shall be solely at Lessee's risk. In the event of any loss to the area and/or the contents thereof, Lessee shall look solely to his insurance coverage, if any, and shall make no claim whatsoever against Lessor. Lessee agrees to indemnify and forever hold harmless Lessor against each claim, demand, or cause of action of any nature including claims for a personal claim or personal damage that may be made or come against Lessor by reason of or in any way arising out of Lessee's rental of the area or Lessee's negligence. Lessee agrees to obtain a policy of general liability insurance, the minimum amount of \$1,000,000, insuring the Lessor against liability for personal injury or damage to property caused by Lessee's negligence or use of its airplane or the rental premises. The policy shall name the Chisholm-Hibbing Airport Authority as additional insured. Lessee agrees to provide a copy of said policy to the Chisholm-Hibbing Airport Authority.

10. AIRCRAFT MAINTENANCE:

A. Maintenance repair work that requires open flame, use of spark producing devices, (i.e., grinders); welding, or the use of flammable liquids is not permitted in this storage hangar. Opening fuel cells and fuel lines is not permitted in the storage hangar.

11. NO COMMERCIAL ACTIVITY:

A. No commercial or revenue-producing activities shall be conducted or permitted from any aircraft storage T-hangar without written approval of the Airport Authority Executive Director.

12. NO ASSISGNMENT:

A. The aircraft storage T-hangar space designated in this Agreement is rented for aircraft storage only. Such space may not be sublet, assigned, or otherwise transferred without the prior written approval of the Airport Authority Executive Director. Only the aircraft identified in this agreement may be stored in this hangar.

13. TERMINATION:

A. This agreement may be terminated by either party upon giving thirty (30) days notice to the other in writing, prior to the end of any such rental period.



B. This Agreement may be terminated by the Airport Authority upon ten (10) days written notice for any violation of the terms or conditions of this Agreement.

14. EVICTION:

A. If the Lessee does not pay the rent within fifteen (15) days after it is due, the Lessee may be evicted. The Lessor may also evict the Lessee if the Lessee does not comply with all the terms of this lease and for all other causes allowed by the law. If evicted, the Lessee must continue to pay the rent for the rest of the term. The Lessee must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of all moneys owed the Lessor, along with the cost of re-entering, re-renting, cleaning and repairing the property. Rent received from any new tenant will reduce the amount owned by the Lessor.

15. VALIDITY OF LEASE AGREEMENT:

A. If a clause or provision of this lease is legally invalid, the rest of this lease remains in effect.

Executive Director	Tenant / Lessee
Date	Date
	Tenant/Lessee
	Date
	Tenant/Lessee
	Date