

POWELL MUNICIPAL AIRPORT

HANGAR LOT LEASE

This Lease Agreement, made and entered into this _____ day of _____, 20____, by and between the City of Powell, Park County, Wyoming, a Municipal Corporation, hereinafter referred to as "City" and _____ of _____, hereinafter referred to as "Tenant".

WHEREAS, Tenant desires to lease from City a hangar lot or lots located at the Powell Municipal Airport, upon which Tenant, subject to the terms and conditions of this Agreement, will construct and maintain a hangar owned and to be owned by Tenant.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by said Tenant, City leases to said Tenant, a hangar lot or lots located at the Powell Municipal Airport, said lot or lots designated as _____, Powell Municipal Airport, on the following terms and conditions:

1. The term of this Lease shall be twenty years on a new lease and five years on existing and renewable leases as long as the building remains structurally sound as defined in the Powell Municipal Airport Policy Manual. The term of this lease shall begin on the _____ day of _____, 20____. Tenant agrees to pay the City as rent, ____ cents per square foot per year per lot, Payable yearly, in advance without demand, on or before the first day of _____ each and every year while this lease is in effect, beginning the first day of _____, 20____.

Lot(s) # _____ at _____ square feet x ____ cents per sq. ft. = \$ _____ per year.

Tenant understands and agrees that the rental amount of ____ cents per square foot per year shall be subject to review and adjustment every year. The City may review and adjust rental rates by the 1st day of March each year. The new rental rates, required to be paid by the Tenant, shall be effective on the first day of the next billing period, provided at least thirty (30) days written notice is provided the Tenant by the City. City shall be reasonable and uniform as compared to rents charged at other airports in the region with regard to the value of leased property. A new five year lease shall be negotiated upon terms mutually acceptable to the parties, provided the hangar, in the City's opinion, is structurally sound, in good repair, suitably maintained, and the Tenant is in compliance with all applicable federal, state and/or local code requirements. The City reserves the right to inspect the leased premises with the Tenant present, if the hangar is damaged or doubt of structural integrity exists.

2. If any lot or lots is needed for airport development or general aviation purposes, the City shall provide the Tenant with other lot or lots and will move Tenant's

hangar, or purchase the hangar at a fair market value, as determined by an independent appraisal of the Tenant's hangar.

3. Tenant agrees that in the event any new hangar is erected upon the premises, it shall be erected, maintained and constructed at Tenant's own expense and shall be kept in tenantable repair at all times while this lease is in effect, and shall comply with all applicable building codes in effect at the time of construction or remodel, or as may be otherwise required under the terms of this lease. Tenant further agrees that it will erect or cause to be erected said hangar building and to pay in full the cost of all labor and materials, and that it will not suffer or permit any mechanics lien to be put or remain against the hangar, its appurtenances or the title of the real estate, which shall at all times remain the City of Powell. Tenant shall notify City of any changes in hangar ownership and/or the name of any person subletting the hangar lot described herein from Tenant, subject to the terms and conditions of paragraph 5 herein, and shall provide such information to City in writing within thirty (30) days of any change.

4. Tenant agrees to obtain and maintain continuously throughout all the term of this Agreement, at Tenant's sole expense, the following insurance:

Comprehensive general liability insurance protecting Tenant and City against any and all liability by reason of Tenant's conduct incident to the use of the hangar lot or lots premises with limits not less than Five Hundred Thousand (\$500,000.00) Dollars combined single limit for each accident/ occurrence. A copy of the certificate of insurance shall be provided to City prior to occupancy of the premises by Tenant. Failure to submit such proof of insurance within the policy limits set forth herein may be sufficient grounds to terminate this lease and Tenant shall have no right to occupy the premises.

5. Tenant agrees that it will not sublet the demised premises, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to be transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of City endorsed herein shall be first obtained in each and every case of under letting or assignment, as they shall from time to time accrue or be desired, and that nothing whatsoever shall be held to be a waiver or supersede the necessity of such endorsement. City agrees that the written consent provided herein will not be unreasonably withheld for subletting or assignment to a person or entity. Any assignment, sale and bankruptcy or insolvency of Tenant may, at the option of the City, be considered an assignment within the meaning of this lease and as a breach of the covenants herein.

6. In addition to other covenants and agreements contained herein, Tenant does covenant and agree as follows:

a. To comply with all rules, regulations and articles listed in the Powell Municipal Airport Policy Manual now in force or hereinafter promulgated with respect to the

use of the airport and facilities thereon. Tenant further agrees to become familiar with and to comply with all applicable Federal, State, and City regulations presently in effect or as may be imposed or amended in the future.

b. To be responsible for all risk of loss associated with Tenant's aircraft hangar improvements and other property located on the leased premises. Tenant further agrees that all property stored in the leased premises is stored at the sole risk of Tenant. City shall not be responsible for any damage or injury to Tenant, Tenant's agents, guests, or property of Tenant arising out of the rental or occupancy of such premises, unless caused by negligence of the City or its agents or employees.

c. To indemnify and hold City harmless against any and all damages, injuries, loss, liability or litigation whatsoever arising out of, or directly or indirectly due to any actions or inactions of Tenant with respect or related to Tenant's use of City's hangar lot or lots.

d. That the hangar lot leased herein may be used for major repair of Tenant's aircraft or other related aircraft equipment, subject to Tenant complying with the use and storage of hazardous materials requirements set forth Powell Municipal Airport Policy Manual.

e. To keep the leased grounds around the perimeter of the hangar free from weeds and grass in excess of 3 inches tall. In addition, the Tenant is responsible for the removal of any snow within two feet from the front of the hangar.

7. Any of the following events may be considered a default under the terms of this Agreement:

a. Failure to comply with any terms or provisions of this Agreement, and failure to correct any deficiency or default within sixty (60) days following receipt of written notice by City to correct said deficiency or default.

b. Failure to pay when due, any rent or other payments required by this Agreement.

c. Failure to provide insurance as required herein.

8. Upon occurrence of any of the above events, and the failure by Tenant to correct same within sixty (60) days following receipt of written notice of same by City, a default will have occurred and City, at its option, may declare the lease term terminated with or without process of law. Tenant may make written request for an extension of time within which to correct the alleged deficiency beyond the sixty (60) days following receipt of written notice, and said extension of time shall not be unreasonably denied by City. If at any time, said lease terms shall be terminated by the election of the City or in any other way, the Tenant, his successors, agents or assigns agree to surrender and

deliver up the premises peaceably to the City. Upon such termination, Tenant shall remove from the premises all buildings, property and improvements belonging to Tenant and shall restore the premises to as good a condition as they were in when they were entered upon by Tenant, provided Tenant shall do so within 120 days after termination of this lease. Alternatively, with the prior written consent of City, Tenant may sell or otherwise transfer ownership of his buildings, property and improvements to a third party, subject to the third party agreeing to a new lease with City and subject to the third party agreeing to correct, prior to the start of the new lease, any default which resulted in termination of the prior lease and which continues to exist. All property and improvements left on the premises after such a period of time shall be deemed to be abandoned by Tenant. Notice of termination shall be given in writing by City to the undersigned Tenant at the address designated on the lease.

In the event this lease shall be terminated following default by Tenant, which default is uncured, Tenant shall, in addition to liability to City for breach of the Lease, be liable for all expenses, if necessary, of removing Tenant's property and improvements. Tenant shall also pay to City all cost and attorney's fees incurred by City in re-entry and terminating this Lease Agreement. In the case suit shall be brought for any rent due under the provisions of this lease, or because of breach of any other covenant herein contained on the part of parties to be kept and performed, the non-prevailing party in any such suit shall be liable to the prevailing party for reasonable attorney's fees and cost.

9. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties hereof. The parties hereto represent that they have carefully reviewed the terms and conditions of this Agreement and are familiar with such terms and conditions and agree to comply with the same. All covenants, stipulations and agreements in this Lease shall extend to and bind their legal representatives and successors.

10. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible, in accordance with the original intent of the parties.

11. In addition to all provisions of the Lease Agreement, Tenant agrees to comply with the following documents now in effect or hereafter adopted or amended: The Powell Municipal Airport Policy Manual, which includes, but is not limited to, Definition of Terms, Rules and Regulations, and Minimum Standards.

12. City does not waive their sovereign immunity by entering into this agreement and City specifically retains all immunities and defenses provided by law with regard to any action based on this agreement, pursuant to W.S. 1-39-104(a).

13. This Agreement is to be construed in accordance with the laws of the State of Wyoming.

CITY:

BY: _____
Authorized Representative

I have read and understand the foregoing and agree to be bound thereby. I will notify the City or its representative of any changes in my address or aircraft ownership. I also understand that this Lease Agreement may need to be reviewed and approved by the Wyoming Aeronautics Division and the Federal Aviation Administration.

TENANT: _____
Printed Name

BY: _____
Signature

Address/State/Zip

Telephone Aircraft Make/Model/N Number Hangar Lot(s) Number(s)

PERSONAL GUARANTEE
[Required for businesses leasing Hangar Lot(s)]

I, _____, individually and personally, guarantee the rent and conditions and agreements to pay City under the above lease.

Signature of Individual: _____