

## **TAYLOR MUNICIPAL AIRPORT**

### **HANGAR AGREEMENT**

This agreement is between the City of Taylor, Texas, a home rule city, hereinafter called "City", and \_\_\_\_\_, hereinafter called the "Lessee".

In Consideration of the rental payments hereinafter set out, the City agrees to provide Lessee on a month-to-month basis the hangar described below on the Taylor Municipal Airport ("Airport"), subject to the conditions and covenants contained herein:

HANGAR OR TIE DOWN: \_\_\_\_\_ ("Hangar").

PLANE (described): \_\_\_\_\_ N- \_\_\_\_\_ ("Aircraft").

Registered Owner/Owners: \_\_\_\_\_,

Address of Register Owner/Owners: \_\_\_\_\_,

\_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_,

Place of Employment address: \_\_\_\_\_,

Emergency contact: \_\_\_\_\_

Address: \_\_\_\_\_,

\_\_\_\_\_ Phone: \_\_\_\_\_,

Driver License #/State: \_\_\_\_\_, Social Security Number: \_\_\_\_\_,

Date of Birth: \_\_\_\_\_' (For debt collection purposes only)

Type of Pilot's License: \_\_\_\_\_, License No. \_\_\_\_\_,

Aircraft Insurance Company insuring Lessee: \_\_\_\_\_,

Address of Insurance Company: \_\_\_\_\_,

Telephone number of Insurance Company: \_\_\_\_\_,

Type of Insurance: \_\_\_\_\_, Amount of Coverage: \_\_\_\_\_,

Lessee covenants with the City as a condition precedent and subsequent to this Agreement to the following:

1. Lessee shall pay to the City the sum of \$ \_\_\_\_\_ per month as rent, which shall be payable monthly in advance beginning \_\_\_\_\_, \_\_\_\_\_, and continue on the 1<sup>st</sup> day of each month thereafter, so long as this Agreement remains in effect. Rental payments shall be made at the City's address stated in this Agreement.
2. The Hangar is to be used only for the storage or tie down of the above-described Aircraft, together with the accessories or other personal property necessary or ancillary for the operation of the aircraft and Lessee's use of the Hangar.

3. Lessee shall notify the City, in writing, within 10 days of any change in the information furnished in this Agreement.
4. Lessee shall abide by all rules and regulations of the Federal Aviation Agency, State of Texas and City of Taylor, Texas, and all other duly constituted public authorities having jurisdiction. Lessee understands the rights granted under this Agreement are non-exclusive and the City of Taylor reserves the right to grant similar privileges to other Lessees.
5. The Hangar shall be occupied by the above-designated Aircraft only, which is owned by Lessee. In the event Lessee sells or disposes of the Aircraft, Lessee shall have 120 days to replace the Aircraft with another Aircraft. In the event Lessee fails to replace the Aircraft within the time allowed for replacement, this Agreement may be terminated by the City.
6. Lessee shall not assign, sublet, or furnish, with or without fee or charge, this Agreement, the Hangar or any other rights or privilege in or on the Airport property without prior written consent of the City. Consent shall be granted or refused at the exclusive option of the city.
7. Lessee accepts the Hangar in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Hangar or the Airport made by the City. Lessee is accepting the Hangar based solely upon his inspection and no representations of the use, fitness, size, quality or any other matters concerning the Hangar or Airport have been made by the City to Lessee. The Owner shall have full responsibility and shall furnish any equipment necessary to properly secure the Aircraft.

The Owner accepts the City disclaimer and the Owner waives all claims for any warranty, either expressed or implied, of the condition, use or fitness of the Hangar or Airport, including without limitation, the Hangar, tie-downs rings, ropes, or chains used to secure the Aircraft.

8. Lessee accepts and assumes complete responsibility for properly securing the Aircraft including, without limitation, setting parking brakes, placing chocks, tie-downs or any other procedure required to verify the Aircraft is safely parked, stored or tied down. Lessee agrees the Aircraft and its contents are to be stored at Lessee's sole risk.
9. During the term of this Agreement Lessee shall indemnify, hold free and harmless, assume liability for and , at the City's option, defend the City, its agents, servants, Council members, employees, officers, and Board members from any and all loss, damages, liability, claims, costs and expenses, including, but not limited to, attorney's fees, reasonable investigative and discovery costs, and court cost and all other sums which the City, its agents, servants, Council persons, employees, officers, and Board members may pay or become obligated to pay on account of any, all and every demand or claim, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of Lessee's occupation or use of the Hangar, or the performance of this Agreement, or any act or omission of Lessee, or of the City for the Airport and Hangar use provided to Lessee, except for the intentional or gross negligent acts of the City which are excluded, and the City's agents, servants, Council persons, employees, officers, Board members, heirs, successors, assigns, licensees or invitees, whether the claim or claims, action or actions be for damages, injury to person or property, including the Airport, or death of any persons, made by any person, group or organization, whether employed by Lessee or the City or otherwise, or for breach of warranty by Lessee either expressed or implied.
10. Lessee further covenants, and agrees to release the City and any of its agents, servants, Council persons, employees, officers or Board members from responsibility for any loss caused by fire, theft, rain, vandalism, windstorm, hail, any casualty loss from any other natural cause which results directly or indirectly in any loss to the Aircraft, any airplane, personal property or persons, or any death or injury to any person.
11. Lessee expressly agrees that the City shall have a statutory landlord's lien upon, and in addition is hereby given an express landlord's lien upon, all of the machinery, equipment, goods, ware, chattels, implements, fixtures, furniture tools and other personal property, including all of the Lessee's property, which shall now or at any time hereafter place in or upon the Hangar, including all replacements thereof and additions thereto. The City is also granted an express contractual lien, in addition to any lien provided by law, and a security interest in all property of Lessee found in the Hangar to secure the compliance by Lessee with all terms of this Agreement.

12. The City shall have the right to terminate this Agreement at any time with cause or without cause. In the event the City terminates this Agreement and Lessee is not in default, the City shall furnish Lessee notice of termination thirty (30) days prior to the termination date. Lessee must provide the City prior written notice of termination no less than thirty (30) days before the termination date. Failure to provide proper notice of termination shall be deemed a default under the security clause of this Agreement. Lessee shall be entitled to credit any unused rent against any damages to the Hangar or fees due the City. Any unused rent after termination shall be refunded to Lessee provided Lessee has fully complied with this Agreement. Upon termination of the Lease, Lessee shall immediately remove the Aircraft and all personal property from the Hangar, surrender the Hangar in a clean condition, with no damage to the Hangar and only reasonable wear existing from normal use, and shall deliver all Hangar keys to the City. Lessee's failure to provide proper notice of Agreement termination required herein shall be deemed a default under this Agreement requiring forfeiture of the security deposit.
13. The City shall have the right to enter the Hangar at any time for inspections or to make repairs, additions or alterations when deemed necessary by the City.
14. As a condition precedent and subsequent to lessee being granted the right to operate at the Airport and to rent the Hangar, Lessee covenants and agrees to carry liability insurance at the minimum of \$1,000,000.00 aircraft liability (per occurrence), of \$1,000,000.00 property damage (per occurrence) and \$100,000.00 bodily injury (per person). The policy shall require a 30-day prior written notice of cancellation to the City. The insurance shall be carried with an insurance company duly authorized to do business in the State of Texas, and a certificate showing the insurance required above is in force shall be furnished to the City. The policy of insurance shall which shall show the City as an additional insured.
15. Lessee may park his and/or his passenger's privately owned automotive(s) inside the Hangar or on the tie-down, but only while on a flight, which originated at the Airport.
16. Lessee agrees the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of the Aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Hangar or on the tie-down, except in approved automobile parking areas and as agreed upon by the City.
17. Lessee agrees he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sightseeing flights, aerial photography, aircraft engine or airframe repair, and avionics repair within the Hangar or on the Airport. Any commercial operation must be in accordance with a separate contract agreement with the City.
18. Lessee agrees not to store or permit the storage of any fuel, except for fuel in operational aircraft, or hazardous, volatile, and/or dangerous chemicals on/inside the Hangar or the Airport.
19. Lessee shall not fuel or defuel any aircraft inside the Hangar.
20. Lessee agrees to have at least one operating 10-pound fire extinguisher (BC preferred) located inside the Hangar, which shall be readily accessible in the event of a fire.
21. Lessee shall not to make any additions or modifications to the Hangar unless approved by prior written consent by the City. In the event of such consent, all additions or modifications shall be made at the expense of Lessee. At the expiration of this Agreement, the additions or modification, at option of the City, shall become the property of the City. The City shall be entitled to require removal of any addition or modification at the option of the City upon termination of this Agreement. In the event of removal, the Lessee shall be obligated to restore the Hagar to the condition exiting prior to the addition or modification.
22. Lessee agrees he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of the City.
23. Any notices required to be given under this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, or registered mail with postage prepaid to the City at 400 Porter Street, Taylor, Texas, 76574, and to the Lessee at the address stated above in this Agreement.

24. Flying clubs shall provide a current member list on the 1<sup>st</sup> day of January and July of each year during the term of this Agreement. Each member shall execute and be obligated under the terms of this Agreement.
25. Lessee hereby acknowledges receipt of a copy of this Agreement and a copy of the rules and regulations of the Airport, the rules and regulations being specifically incorporated by reference as though fully set forth herein. Lessee agrees to be bound by the rules and regulation and all amendments and modifications made to them by the City.
26. Paragraph 17, 18, 19 and 20 of this Agreement do not apply to any aircraft which are tied and not stored in an enclosed hangar.
27. Lessee has deposited with the City the sum of \$\_\_\_\_\_ as security deposit for the full and faithful performance by Lessee of the terms of this Agreement required to be performed by Lessee. The \$ \_\_\_\_\_ security deposit shall be returned to Lessee after the expiration of this Agreement provided Lessee has fully and faithfully carried out all of terms, conditions and provisions of this Agreement. Lessee shall not be entitled to refund of the security deposit if Lessee does not provide notice of termination required by this Agreement.
28. All covenants, provisions and conditions of this Agreement shall be binding upon and inure to the benefits of the respective parties hereto, jointly and severally, and their legal representatives, successors or assigns, and/or grantee or assignees.
29. No modification of this Agreement shall be binding upon either party unless it is in writing and is signed by both parties.
30. If any part, provision, term, condition obligation or portion of this Agreement is found to be illegal or void by a court of final jurisdiction, the entire Agreement shall not be voided, but the void provision shall be struck and the remainder of the Agreement shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.
31. This Agreement shall be constructed and interpreted under laws of the State of Texas. In the event of a breach of this Agreement, venue for any and all causes of action, whether in law or equity shall be instituted and maintained in Williamson County, Texas, and all obligations of the parties hereunder are performable in Williamson County, Texas.
32. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all others genders; the singular shall include the plural and vice versa.
33. Time is of essence of each and every provision of this Agreement.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Lessee

Address:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**City of Taylor, Texas, a Home Rule City.**

\_\_\_\_\_  
**By: Brian LaBorde**

**Its: City Manager**

**Address: 400 Porter Street**

**Taylor, Texas 76574**