



## **WINCHESTER REGIONAL AIRPORT**

491 AIRPORT ROAD  
WINCHESTER, VIRGINIA 22602  
(540) 662-5786

### **LEASE AGREEMENT FOR T-HANGAR SPACE**

THIS LEASE AGREEMENT ("the ~~L~~Lease") made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE WINCHESTER REGIONAL AIRPORT AUTHORITY ("Lessor"), \_\_\_\_\_ ("Lessee") provides as follows:

1. Lease. For and in consideration of the mutual covenants and agreements hereinafter set out, Lessor hereby agrees to lease unto Lessee, and Lessee hereby agrees to lease from the Lessor, certain hangar space for storage of the following aircraft in the T-Hangar identified below:

Hangar Number \_\_\_\_\_

Aircraft Make, Model, Year ~~R~~ \_\_\_\_\_

N-Number \_\_\_\_\_

The Leased Premises will be the hangar space set forth above at the Winchester Regional Airport. The Lessee will further have reasonable, necessary rights of ingress and egress over Lessor's common property for access to and use of the Leased Premises.

~~B. If the applicant for a hangar lease Lessee does not own or lease an aircraft at the commencement time date of this lease a hangar becomes available, he/she may, upon approval by Lessor, lease the hangar for a maximum period of nine sixty (960) days, in order to allow the Lessee time to acquire an aircraft. During such time, the Lessee may not sublet or assign the lease, and may not otherwise allow any other aircraft to be stored in the hangar. If, within ten (10) days prior to the end of the ninety day period the Lessee can demonstrate specific plans for the acquisition of an aircraft that have not been finalized, but can clearly demonstrate that the aircraft will be acquired within twenty (20) days of the end of the ninety day period, the ninety day period may be extended for a maximum of twenty days. If no aircraft is procured in that time, the lease shall terminate automatically.~~

2. Rent Amount. ~~The Lessee shall pay \$ \_\_\_\_\_ per month, assessed and due on the first day of each calendar month. The rental rate is subject to up to a three percent (3%) annual increase, as approved by majority vote by the Winchester Regional Airport Authority, and assessed on the first day of July each year. Rental rate is subject to other increases by Lessor upon thirty (30) days written notice. All rent changes shall be consistent for all T-Hangar tenants, except as otherwise provided.~~

~~The Lessee shall pay \$ \_\_\_\_\_ per month, assessed and due on the first day of each calendar month with the first month's rent due upon signing of this lease. The rental rate is subject to an automatic annual three percent (3%) increase assessed on the first day of July of each year.~~

~~Rental rate is subject to other increases by Lessor upon thirty (30) days written notice. Any such rent changes shall be consistent for all T-Hangar tenants, except as otherwise provided.~~

3. Terms. This Lease will commence on \_\_\_\_\_, 20\_\_\_\_\_, and remain

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in effect for one ~~month~~year. Thereafter, this Lease will continue in effect on a monthly basis being automatically renewed on the first day of each month unless thirty (30) days advance written notice is given by either party that the Lease will not be renewed, or this Lease is terminated pursuant to paragraph 13.

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4. Use. Lessee shall not use, nor permit the use of, the Leased Premises for any purpose other than storing the above identified aircraft. ~~Personal property related to stored aircraft may be kept in the Leased Premises, subject to the terms of this Lease, FAA policies on non-aeronautical use of aircraft hangars, and the Minimum Standards Rules and Regulations, for the Airport (the "Minimum Standards"), which, as amended from time to time, shall be incorporated into the terms of this Lease.~~

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Lessee certifies that the aircraft identified above is owned by him or is leased by him on a basis of not less than a twelve (12) month lease. In the case of a leased aircraft, the Lessee shall provide Lessor of a copy of the lease upon request of the Lessor. Lessee agrees to notify Lessor prior to changing the stored aircraft and agrees that no aircraft other than the one identified in paragraph one (1) of this lease may be stored, without prior written approval of the Lessor.

A. ~~If Lessee sells or otherwise disposes of the above-identified aircraft, he~~ Lessee agrees to immediately notify the Lessor of such sale or other disposition. Failure to do so shall terminate this lease agreement automatically. Upon written request to Lessor accompanied by a notice of sale and upon a showing that the Lessee has reasonable plans to replace the aircraft with another aircraft, the Lessee may continue to lease the hangar for a maximum period of six (6) months, which six month period may not be extended or renewed, during which time Lessee may sublet the hangar, subject to the terms of section 14 of this lease, however total lease/sublease time shall not exceed a period of six (6) months. Lessee shall provide the Lessor the name, address, telephone number of the replacement aircraft owner in addition to the information related to the aircraft required by section One (1) of this lease.

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~~C. If the applicant for a hangar lease does not own or lease an aircraft at the time a hangar becomes available, he may, upon approval by Lessor, lease the hangar for a maximum period of ninety (90) days, in order to allow the Lessee time to acquire an aircraft. During such time, the Lessee may not sublet, assign the lease, and may not otherwise allow any other aircraft to be stored in the hangar. If, within ten (10) days prior to the end of the ninety day period the Lessee can demonstrate specific plans for the acquisition of an aircraft that have not been finalized, but can clearly demonstrate that the aircraft will be acquired within twenty (20) days of the end of the ninety day period, the ninety day period may be extended for a maximum of twenty days.~~

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Lessee shall conduct no commercial activity of any kind whatsoever in, from, or around the Leased Premises. An aircraft owner or operator may perform certain Federal Aviation Regulation (FAR) Part 43 authorized maintenance on his/her owned or leased aircraft provided the aircraft owner or operator maintains proper FAA licenses and certificates to perform said maintenance. Any aircraft owner who performs maintenance as authorized in this Section, shall perform such maintenance within the confines of the hangar provided such activity does not pose a fire or safety hazard as determined by the sole discretion of the Fire Marshal and/or Airport Manager, and does not impede the ingress/egress of other aircraft. Proof of proper FAA licenses and certificates to perform aircraft maintenance must be provided to the Airport Manager upon request. The Lessee shall perform no maintenance on the aircraft of any kind in, from or around the Leased Premises, except such minor preventive maintenance as would normally be

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~~performed by an aircraft owner with ordinary hand tools.~~ Lessee ~~shall~~ must ensure that the performance of ~~such minor~~ maintenance work shall not damage Leased Premises nor cause harm or danger to Lessor's property, other hangar tenants, or to the property of any other users of the airport. Lessee shall be liable for any damage to property of Lessor, other hangar tenants, and/or other users of the airport, arising from the acts or omissions by Lessee or Lessee's agents, employees, invitee, or guests. Lessee nor any agents, employees, invitee or guests of Lessee shall carry on any illegal or hazardous activities in or around the Leased Premises. Lessee shall keep the floor of the Leased space clean and free of debris at all times. Clear access must be maintained to all switches, control panels, and fixtures at all times. The Lessor strictly prohibits ~~the~~ removal of flight control surfaces, spray painting, sandblasting, welding and/or burning, in, from, ~~or~~ around the Leased Premises.

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5. Responsibility for Securing Aircraft. Lessee shall be solely responsible for proper securing of the aircraft. Neither Lessor nor any of its officers, directors, agents and employees shall have any liability to Lessee or any other person for any loss or damage resulting from any such movement of the aircraft or from any failure to move the aircraft, whether occurring by negligence or otherwise. Lessee waives any rights against Lessor, its officers, directors, agents and employees due to such movement.

6. Aircraft Airworthiness. ~~Lessee agrees that the aircraft stored in the T-Hangar shall be kept airworthy at all times, except during periods for repair or maintenance. The maximum time during which an aircraft may remain in a non-airworthy condition shall be thirty (30) days. Upon written request by Lessee, Lessor, at its sole option, may extend the period for maintenance or repairs for an additional period not to exceed sixty (60) days. Lessee agrees that the aircraft shall be kept airworthy at all times, except during periods for repair or maintenance. The maximum time during which an aircraft may be allowed to remain in a non-airworthy condition shall be thirty (30) days. Upon written request by Lessee, Lessor, at its sole option, may extend the period for maintenance or repairs for an additional period not to exceed sixty (60) days. Upon request by Lessor, Lessee shall provide all evidence necessary to determine whether the aircraft is airworthy.~~

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7. Hazardous Substances. Lessee nor Lessee's agents, employees, invitee or guests shall cause or permit to exist, because of an intentional or unintentional act or omission on their part, releasing, spilling, leaking, pumping, emitting, pouring, emptying, dumping or storing of a Hazardous Substance on or about the Leased Premises. **Lessee shall not store any flammable materials, including oil and gasoline in the Leased Premises anytime except as permitted by the Minimum Standards and other regulations.**

8. Insurance, Loss or Damage. Lessee agrees that the aircraft identified above shall carry insurance, and to provide proof of insurance to the Airport Authority. Insurance for aircraft registered in Virginia shall be in accordance with Code of Virginia, Chapter 8.1, Title 5.1-88.1 through 6, and the minimum coverage shall be as follows:

\$50,000 bodily injury or death of one person.

\$100,000 bodily injury or death of two or more persons.

\$25,000 property damage protection

-OR-

\$250,000 single limit policy covering bodily injury and property damage

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The Airport Authority may periodically request evidence of continued maintenance of any such insurance coverage. Lessee hereby assumes and shall bear the entire risk of loss or destruction or damage to aircraft (including its contents, gear and equipment), vehicles and any other of Lessee's property, from any and every cause whatsoever, including but not limited to fire,

~~theft, vandalism, and water damage. Lessee agrees that the aircraft identified above, or any replacement aircraft stored in the Leased Premises, shall carry insurance, at a minimum, the amounts and coverage as required by Virginia Code § 5-1-88.1 through 88.4, as amended from time to time. Lessee hereby assumes and shall bear the entire risk of loss or destruction or damage to aircraft (including its contents, gear and equipment), vehicles and any other of Lessee's property, from any and every cause whatsoever, (including but not limited to fire, theft, vandalism, water damage and any negligent acts or omissions by Lessor). Upon request by Lessor, Lessee shall present the documentation necessary to prove that the aircraft is insured in a manner required by this section;~~

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9. Indemnification. Lessee agrees to assume all liability for, to indemnify, defend and hold harmless Lessor, its officers, partners, agents and employees from and against, all losses, damages, penalties, claim actions, suits, costs and expenses, including court costs and attorney fees imposed on, incurred by or asserted against Lessor in any way relating to or arising from Lessee's possession and use of the Leased Premises, including, but not limited to bent broken interior walls, damage to floors or damage to doors by Lessee, his agents, employees, invitee and guests. Further, Lessee shall be liable for any damage to Lessor's other property and to any other aircraft caused by or arising from Lessee's use of the Leased Premises or other airport property. The indemnification in this paragraph shall not apply to the negligent or willful acts or omissions of the parties indemnified hereunder. The indemnification in this paragraph shall survive the expiration or the sooner termination of this Lease.

10. Rules and Regulations. Lessee agrees to comply with the Minimum Standards ~~(as defined above)~~ and ~~all~~ other ~~of Lessor's~~ rules and regulations that concern the storage of the aircraft and the use of the Leased Premises, both as amended from time to time, including but not limited to all signs posted about the Leased Premises. Lessor reserves the right to modify its rules and regulations from time to time.

11. Right of Entry. The Airport Executive Director, ~~their~~ his or her designees and employees of the Lessor, may enter the premises at any time to inspect, repair, alter, or improve the premises. ~~Except in case of an emergency, Lessor shall enter only during normal business hours. Every effort will be made to provide reasonable notice to the Lessee of any scheduled maintenance or inspection.~~

12. Termination. On termination of the Lease, Lessee shall immediately remove the aircraft from the Leased Premises and shall remove all other personal property, if any. If Lessee fails to remove the aircraft and any personal property within ten (10) days after termination of the Lease, Lessee agrees that Lessor may (but is not required to) cause the aircraft and personal property to be moved to a location of Lessor's choice. Lessee shall pay or reimburse to Lessor all costs incurred or charged by Lessor and any third-party due to such removal. Lessee agrees that Lessor, its officers, directors, agents and employees shall have no liability to any person for any loss or damage resulting from any such removal or failure to remove, whether occurring by negligence or otherwise, and Lessee waives any rights against all such persons and entities because of such a removal. Lessee shall return all keys on or before the termination date or have assessed a \$50.00, (fifty dollars) fee for installing new locks. Lessee shall leave Leased Premises in a broom clean and orderly condition, reasonable wear and tear accepted, at the termination of this Lease or have assessed a \$50.00, (fifty dollars) fee for cleaning.

13. Default. Lessor may terminate this Lease upon the occurrence of any of the following, which shall constitute a breach of this agreement by Lessee:

- a. Rent is more than ~~six~~ ninety (90) days past due.

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- b. Lessee fails to comply with any conditions of this Agreement and does not correct the deficiency upon notice by Lessor.
- c. Lessee fails to abide by the airport Minimum Standards Rules and Regulations.
- d. Defaults in any other covenant or agreement to be performed by Lessee under the terms and provisions of this Lease.
- e. Petitions to be or be declared bankrupt or insolvent according to law.
- f. Fails to regularly store the aircraft identified in this Lease in the Leased Premises for a period more than thirty (30) days, except as provided in section 4-A or B, above.
- g. Any such default shall be collectively known as an "event of default".

Upon an event of default, Lessor immediately or anytime thereafter, and without further notice or demand, may declare this Lease forfeited and may then re-enter and take full and absolute possession of the Leased Premises free of any right of Lessee hereunder. Upon an event of default, Lessor will have all other legal and equitable rights available to it, including, but not limited to, the right to sue for past and future rent and for other damages, including interest and attorney fees and costs. In the event this Lease is terminated upon an event of default, Lessor shall have the right to remove the aircraft and other property of Lessee from the Leased Premises, store the aircraft at an itinerant aircraft tie down location, charge Lessee for the storage at the then-current transient rate and immediately lease the Leased Premises.

14. Assignment or Sublease. This Lease shall not be assigned by Lessee, and no portion of the Leased Premises shall be sublet by Lessee, except with the express written permission of Lessor, which permission it shall be under no obligation to give. All rights of Lessor under this Lease may be assigned, pledged, mortgaged, transferred or otherwise conveyed without notice to Lessee. If Lessee is permitted to sublet the Leased Premises, the sub-lessee, before entering a sublease, must agree, in writing, to be subject to the terms of this Lease. Lessee shall remain fully responsible for compliance with all provisions of this Lease during any sublease term. Any sublease permitted hereunder shall not exceed a period of six (6) consecutive months within a twelve (12) month period.

Notwithstanding the above provisions of this paragraph, if the Lessee sells the aircraft identified in this lease to another person who desires to store the same aircraft in the hangar, upon written notice to and approval by Lessor, the Lessee may assign the lease if all payments are current and if the Lessee is otherwise in compliance with the terms of the lease and the Minimum Standards and Rules and Regulations of the Winchester Regional Airport Authority related to the use of the hangar, in the form current at the time of the proposed assignment.

15. Notice. Any notice required or permitted under this Lease shall be sent by certified mail, return receipt requested to Lessor as follows:

Executive Director  
Winchester Regional Airport Authority  
491 Airport Road  
Winchester, VA 22602 (540) 662-5786 FAX: (540) 722-9335

And to the Lessee as follows:

Name(s): \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Email address: \_\_\_\_\_

~~Any notice required or permitted under this Lease shall be sent by certified mail, return receipt requested to Lessor as follows:~~

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~~Executive Director~~

~~Winchester Regional Airport Authority~~

~~491 Airport Road~~

~~Winchester, Virginia 22602 (540) 662-5786 FAX: (540) 662-2936~~

~~And to the Lessee as follows:~~

~~Name \_\_\_\_\_~~

~~Street Address \_\_\_\_\_~~

~~City/State/Zip \_\_\_\_\_~~

~~Phone (G) \_\_\_\_\_ (H) \_\_\_\_\_~~

~~Email \_\_\_\_\_~~

16. Successors and Assigns. All the terms, conditions, and covenants contained in this lease shall inure to the benefit of and be binding upon the successor and assign of Lessor and Lessee.

17. Governing Law. This Lease shall be governed and interpreted according to the laws of the Commonwealth of Virginia.

~~18. Time. Time is of the essence as to all matters set forth in this Lease Agreement.~~

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~~189. Entire Agreement - Amendment. This Lease contains the final agreement of the parties with respect to the leasing of the Leased Premises and supersedes all previous negotiations and agreement for hangar or tie-down space at Winchester Regional Airport.~~

Lessor may amend the terms of this lease from time to time ~~without notice to Lessee~~. Upon such amendment, and upon mailing a copy of the amended lease to Lessee, Lessee agrees to be subject to all such amendments, and to sign all documents required by Lessor, including the lease in amended form.

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Each person signing this Lease as a Lessee shall be jointly and severally liable for all terms and

obligations of this Lease. If Lessee is a corporation, partnership, limited liability company (LLC) or similar entity, the signatory for such entity agrees to be personally responsible for all obligations of such entity set out in the Lease.

SIGNATURE PAGE TO FOLLOW

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LESSOR: WINCHESTER REGIONAL AIRPORT AUTHORITY

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LESSOR: WINCHESTER REGIONAL AIRPORT AUTHORITY

(Print or Type Name)

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LESSEE:

(Print or Type Name)

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Account set up \_\_\_\_\_ by \_\_\_\_\_

Recurring charge entered \_\_\_\_\_ by \_\_\_\_\_

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