



**T - HANGAR LEASE AGREEMENT**

COLLIER COUNTY AIRPORT AUTHORITY  
2005 MAINSAIL DRIVE, SUITE 1  
NAPLES, FLORIDA 34114  
(239) 642-7878

THIS LEASE AGREEMENT is made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Collier County Airport Authority (hereinafter referred to as "Authority"), and:

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

Type of Entity:

Individual

Corporation (insert State of Incorporation): \_\_\_\_\_

Limited Liability Company (insert State where formed): \_\_\_\_\_

Partnership (insert State where registered): \_\_\_\_\_

Other (describe): \_\_\_\_\_

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

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

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

(hereinafter referred to as "Tenant")

1. PREMISES: The Authority hereby leases to Tenant T-hangar \_\_\_\_ at the \_\_\_\_\_ Airport.

2. AUTHORIZED AIRCRAFT: The Premises shall only be used for the parking and storage of the Tenant's following described aircraft:

Aircraft I. D.: \_\_\_\_\_

Aircraft Classification: \_\_\_\_\_

Aircraft Color: \_\_\_\_\_

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

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

3. TERM: The term of this agreement will commence on the 1st day of \_\_\_\_\_, 20\_\_\_\_, and will continue on a month to month basis until at least 30 days' advance written notice to terminate is given by one party to the other. The Authority may terminate this Lease for cause, as defined below, on 3 days written notice to Tenant.

4. RENT: In consideration of the rights granted herein, Tenant shall pay the Authority during the term of this Agreement the base rent and related charges applicable to the Premises in accordance with the uniform rate schedule in effect and published by the Authority, together with all applicable taxes, including state sales tax. This rate schedule is subject to adjustment by the Authority. Any change in the rate schedule will become effective with respect to the Fee owed by this Lease as of the 1<sup>st</sup> day of the second month following such change. Payment shall be due in advance on the first day of each month without demand. Any failure to pay the fee in full and in advance shall require payment of a late fee equal to thirty dollars (\$30.00) and any failure to pay in full and on time shall be cause for termination for cause of this Lease. In addition to a late charge, in the event Tenant fails to pay the

rentals, fees or charges as required to be paid under the provisions of the Lease Agreement within thirty (30) days after the same shall become due, interest at one and one half percent (1.5%) per month shall accrue on the delinquent payment(s) until the same are paid.

5. MAINTENANCE: Tenant accepts the premises "as is." Tenant shall maintain structural components of the hangar against ordinary wear and tear, including doors and door mechanisms. Tenant is responsible for all other damage to the premises caused by Tenant's use of or presence at/in the premises.

6. LIABILITIES: Tenant hereby waives all future claims against the Authority, its employees, agents and/or representatives for any and all liability for damage to the aircraft and any other property in or around the hangar except for physical damage caused by movement of aircraft solely by the Authority's employees, agents or representatives without any participation in such movement (or instructions to move same) from Tenant or Tenant's agents, employees or any other person with apparent authority on behalf of Tenant. Any act or use of the premises by Tenant not expressly authorized by this Lease Agreement, including storage of any flammable liquid or gel in the hangar or in the aircraft, and/or storage of other than aircraft fuel and oil in the aircraft's tanks is unauthorized use. Hazardous materials are strictly prohibited.

7. USE OF PREMISES: The premises shall be used only for storage of airworthy aircraft only and tools associated with aircraft repair that would not constitute a fire hazard. Painting and major aircraft repairs therein are prohibited. T-Hangars are not to be used as sleeping quarters or storage of personal vehicles with the following exception. The aircrafts owner's vehicle may be parked in the hangar while the aircraft is in transit. Within the T-Hangar, Tenant shall be permitted to perform only repairs and/or maintenance specifically authorized under Federal Air Regulations, Part 43, Section 43.3, Preventative Maintenance unless otherwise authorized by the Executive Director or their designee. This maintenance may be performed by the owner/pilot of the aircraft or a licensed A&P mechanic that leases T-Hangar space at the airport. If a T-Hangar Tenant desires to have a mechanic or technician that does not lease space at the airport, the following policy will be adhered to. All commercial mechanics, technicians, or other persons doing business for compensation that do not lease space at the airport shall be required to register with the Authority, give proof of liability insurance and sign a statement holding the Authority harmless, list qualifications, licenses, etc., and pay a vendors fee in the amount of \$25.00 per day. Whenever separate airport maintenance facilities are not available, annual inspections will be approved by the Airport Manager with prior approval. All other use of or storage within the premises is strictly prohibited unless authorized in writing by the Airport Manager.

8. TERMINATION FOR CAUSE: Notwithstanding the notice provision of paragraph 3 above, the Authority may terminate this Lease Agreement for cause by giving Tenant not less than three (3) days' advance written notice to vacate. Any breach of this agreement by Tenant is cause for such termination. If Tenant does not remove its aircraft and all other property brought onto the premises by or on behalf of Tenant, the Authority may summarily remove all such property without any liability.

9. ACCESS, SECURITY AND KEYS: Tenant expressly authorizes the Authority's Executive Director, or other duly authorized representative or agents of Authority, access at all reasonable times to the Premises. Tenant agrees to always cooperate with the Authority in every respect, including security regulations. Security of the hangar and all property therein is the sole responsibility of the Tenant. Tenant shall provide the Authority with a duplicate key to any lock or locking device that secures the Premises. The Authority shall not be responsible for theft, vandalism, pilferage, or other damage or

loss to any property except that which may result because a lock or other locking device opened by the Authority is not re-locked through negligence of the Authority.

10. EMERGENCY SITUATIONS: In the event of an emergency, (e.g. hurricane) any vacant hangar is subject to aircraft temporary occupancy at the discretion of the Executive Director provided such occupancy is to protect the aircraft from potential exposure to loss or damage because of the emergency.

11. LEASE MANUAL: Tenant shall be provided with the Authority's Lease Manual (if any), which the Authority may amend from time to time. The terms of this manual shall be deemed to be incorporated by reference into this Agreement, and Tenant shall be bound by the terms of this Lease Manual, as of the 1<sup>st</sup> day of the second month Tenant receives a copy of the Lease Manual or an amended Lease Manual. With respect to any terms in this Lease Agreement which are in conflict with the Lease Manual, the Lease Manual shall control.

12. RULES AND REGULATIONS: Tenant shall comply with the Authority's published Rules and Regulations for this airport, which are on file at the address set forth above, as such regulations may be amended from time to time by the Authority including such reasonable and uniform landing fees, rates or charges, as may from time to time be levied for airfield operational privileges and/or services provided at the Airport.. Tenant shall also comply with any and all applicable governmental statutes, rules, orders and regulations. Tenant shall not allow any signs, cards or placards to be posted or placed on the Premises without prior written approval of the Authority.

13. ASSIGNMENT: This Lease Agreement is personal to Tenant. Tenant shall not assign this Lease, and may not sublet the Premises, or any part thereof without advance written approval from the Authority, which approval shall be in the Airport Director's sole discretion.

14. DISCHARGE OF LIENS: In the event of the filing of any mechanic's lien or materialman's lien or liens, or any other charge whatsoever against the Premises or any improvement thereof during the term of the lease, (or any extension thereof). Tenant immediately shall take all necessary steps to secure the release of same. In the event Tenant fails to take reasonable steps to secure the release of any such liens or charges, the Authority upon ten (10) days' prior written notice to Tenant, shall have the right and privilege of taking the necessary steps, including payment, to secure the release of any such lien or charge, and any amount so paid by the Authority including reasonable expense and costs (including attorney's fees), shall be added to the rental due hereunder from Tenant to the Authority and shall be paid by Tenant to the Authority immediately upon receipt by Tenant from the Authority of any itemized statement thereof.

15. INDEMNIFICATION: Tenant shall defend, indemnify, and hold Authority and its officers, agents, servants, representatives and employees harmless from and against any and all loss, damage, actions, lawsuits, claims, cost and expense (including attorneys' fees), as a result of any personal injury, death, property damage, penalty, fine or any other claim or suit of whatever nature, arising in any way from Tenant's occupancy and use of the Premises or the Airport. Any and all other personal property of Tenant or his officers, employees, servants, agents, guests or business visitors shall be stored and otherwise used on the Airport at Tenant's sole risk of damage or loss.

16. INSURANCE REQUIREMENTS: Tenant shall secure and maintain in force at its expense liability insurance coverage for its activities on the airport, occupation of the Premises and on Tenant's liability under the indemnities set forth in this lease manual and in the lease agreement. The insurance policy shall

have coverage limitations providing no less than \$100,000.00 per person and \$300,000.00 per incident and shall not be subject to cancellation or material change except after thirty (30) days prior written notice of such cancellation or material change to the Authority. Ultra light vehicles operating under FAR Part 103 are not required to carry the insurance coverage limits listed above. Tenant shall secure and deliver to Authority appropriate insurance certificates showing evidence of the coverage as required hereunder. Said insurance policy or policies providing such coverage, as well as the insurers providing same, shall be subject to the prior review and approval of Authority. The said insurance policies shall contain a clause or endorsement by which the insurance carrier(s) waives all rights of subrogation against Authority, except where the Authority or its Agents are guilty of a specific act of negligence. Insurance requirements are expressly subject to change in the Authority's Lease Manual.

17. SURRENDER-DAMAGES: Tenant, at the termination of the lease, will immediately surrender, release and yield up the premises to the Authority peaceably, quietly and in good order and condition, reasonable wear and tear excepted, and failing so to do will pay as rental to Authority for the entire time such possession is withheld, the sum of Ten Dollars (\$10.00) plus one thirtieth of the monthly rental in effect at the time of said termination, per day or for any such penalty or payment as may be provided in the Lease, at the option of the Authority; provided that the provisions of this clause shall not be deemed a waiver by Authority of any right of re-entry as herein provided, nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmation of tenancy, by Authority, operate as waiver of any right or remedy available to Authority hereunder for a breach of any of the covenants contained in the lease agreement. Upon the expiration or termination of the lease, Tenant shall remove its personal property and equipment from the premises, and Tenant shall be liable for and pay for any damage caused to the premises or any other property of Authority as a result of Tenant's occupation of the premises, Tenant's removal or failure to remove Tenant's property, including but not limited to any and all costs incurred by the Authority in removing and storing Tenant's property.

18. DEFAULT-TERMINATION:

A. In the event of default by Tenant in the payment of the rental obligation on the day the same becomes due or payable, which default continues for ten (10) days, or in the event of any default by Tenant with respect to any other covenant or obligation of Tenant under the lease agreement, then in any or either of such events, Authority at its election, at or after the expiration of ten (10) days' previous notice in writing of such default sent as provided below to Tenant, may declare a forfeiture and termination of the lease, and at that time all rent due or to become due under the then existing term of the lease shall become immediately due and payable.

B. In addition, Authority may re-enter said Premises, after expiration of effective notice, with or without process of law and, if necessary, remove Tenant or any persons occupying said Premises under Tenant, without prejudice to any remedies which might otherwise be available. Tenant waives any demand for possession of the Premises and any structure, property or improvement then situated thereon, and upon termination at such election of Authority, Tenant must surrender and deliver the Premises immediately.

C. Authority further shall have the right to terminate the lease agreement in the event of the occurrence of any of the following: insolvency of Tenant, liquidation or dissolution of Tenant; the institution of a voluntary or involuntary bankruptcy proceeding by or against Tenant; assignment by Tenant for the benefit of creditors; the appointment of a receiver or trustee to manage the property of Tenant or if Tenant fails to adhere to the provisions of the agreement.

D. All the remedies referenced herein shall be in addition to and not in derogation of any remedies provided in the Lease or available at law or in equity.

19. **DESTRUCTION OF PREMISES:** In the event that the Premises or the improvements located thereon shall be destroyed in whole or in part by fire, or other casualty, Tenant, at its option, may terminate this Lease or, at its cost and expense, may elect in writing to Authority to repair or reconstruct said Premises or improvements. Such election shall be made within thirty (30) days of the date of such destruction. If such election is made, rental payments shall continue unabated and uninterrupted.

20. **AIRPORT DEVELOPMENT:** The Authority reserves the right to further develop or improve the landing and other areas of the Airport as it sees fit, regardless of the convenience, desires or view of the Tenant, and without interference or hindrance.

21. **ATTORNEY FEES:** Tenant shall pay the cost of collection and reasonable attorney's fees whenever the Authority retains the service of an attorney to collect overdue rents or to enforce any other term or condition set forth in this Lease or Lease Manual.

22. **AIRPORT OPERATIONS:** Tenant shall prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard, and will restrict the height of structures, objects of natural growth and other obstructions on the Premises to such height as comply with Federal Aviation Regulations, Part 77.

23. **CONDEMNATION:** If, at any time during the term of the lease, title to the whole or substantially all of the premises shall be taken in condemnation proceedings or by any right of eminent domain, the affected lease(s) shall terminate and expire on the date of such taking and the fixed rental and other charges payable hereunder shall be apportioned and paid to the date of such taking. Nothing in this paragraph is intended to waive Tenant's constitutional rights to be compensated by any government, person or organization which appropriates Tenant's private property.

24. **REMEDIES CUMULATIVE-NO WAIVER:** The rights and remedies granted to Authority under the lease agreement shall be deemed to be cumulative and non-exclusive. The failure by Authority at any time to assert any such right or remedy shall not be deemed to be a waiver, and shall not preclude the assertion of such right or remedy at a later date.

25. **DOMINANT AGREEMENTS:** This Lease Agreement is subordinate and subject to all existing agreements between the Authority and the Federal Aviation Administration, the Authority and the State of Florida, and the Authority and Collier County. During the time of war or national emergency, the Authority shall have the right to lease the landing area or any part thereof to the United States Government for military or naval or similar use, and, if such lease is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. Any executed agreement shall be subordinate to the provisions of any existing or future Agreement between Authority 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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Lease Agreement on the date first above written.

**AS TO TENANT:**

\_\_\_\_\_  
**(Signature of Licensee)**

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title – If corporation, LLC, etc.)

**AS TO AUTHORITY:**

**COLLIER COUNTY AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Finance Manager

By: \_\_\_\_\_  
Justin Lobb, Airport Manager