

NON-RESIDENT HANGAR LEASE AGREEMENT

This lease agreement is made and executed this ___ day of _____, 20__ , at Crane, Texas, by and between the Crane County, Texas, hereinafter referred to as "Lessor," and _____ , hereinafter referred to as "Lessee."

The parties hereto, for and in consideration of the rents, covenants and conditions contained herein, mutually agree as follows:

1. Leased Premises. Lessor does hereby demise and lease to Lessee and Lessee does hereby hire and take from Lessor, the following:

Hangar no.: _____

hereinafter referred to as "the Premises", together with the right of ingress and egress to said property, in common with others so authorized, of passage on the Airport property generally, subject to reasonable regulations by the County of Crane; and such rights shall extend to the Lessee's employees, passengers, patrons, and invitees.

2. Term. The term of this agreement shall be for 1 year, commencing on the ___ day of _____, 20__, and continuing for successive months unless earlier terminated under the provisions of this agreement. Either party may terminate this lease without cause by giving the other party at least thirty-days (30) written notice prior to termination. Refunds will be issued for full months only.

3. Rental. Lessee covenants and agrees to pay Lessor, as consideration for this lease, the sum of \$250.00 per month, payable in advance, by the _____(day)(month) each and every month during the term of this agreement.

4. Use of Leased Premises. Use of the leased premises shall be solely limited to the storage of the aircraft described below, and no other purpose, unless specifically authorized in writing by the Crane County Commissioner's Court:

Type of aircraft: _____ Number: _____

Registered owner: _____ Color: _____

5. Care of Premises. Lessor will maintain the structural components of the Hangar. Lessor will furnish and maintain the lock(s) to the Hangar. Lessee agrees to notify the Lessor immediately if there is any damage to the structural components and/or locks to the Hangar. Lessee shall be responsible and liable for any damage to the Hangar caused by Lessee's use, including, but not limited to, bent or broken interior walls, damage to floors due to fuel oil spillage or other chemicals, doors damaged due to Lessee's improper or negligent operation. Both parties have inspected and accepted the Premises in their present condition. Lessee agrees to return the Premises to Lessor at the expiration of this Lease Agreement in a condition comparable to the present condition of the Premises save and except for ordinary and normal depreciation.

6. Laws. Lessee shall comply with all current and future federal, state and local laws, rules and regulations which may apply to the conduct of operations contemplated, including rules, regulations and ordinances promulgated by Lessor.

7. Chemicals. Lessee agrees to properly store, collect and dispose of all chemicals and chemical residues, and petroleum products and residues; and to comply with all local, state, and federal regulations governing the storage, handling or disposal of such chemicals and petroleum products.

8. Maintenance of Leased Premises. Lessee agrees to maintain the Hangar in a neat and orderly manner. Lessee will keep the Hangar and surrounding area free of trash and debris.

9. Improvements and Modifications. Lessee agrees that no improvements or modifications may be made in or upon the Premises without the written consent of the Crane County Commissioner's Court. All fixtures, improvements or additions made in or upon the Premises shall become the property of the Lessor and shall remain on the Premises upon the termination of this lease, for whatever cause, without payment of compensation to the Lessee.

10. Waiver of Liability and Indemnification. Lessee further covenants and agrees that it will not hold Lessor or any of Lessor's agents, officers or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangars, field, or any other location at airport, unless such loss is caused by the gross negligence or willful misconduct of Lessor; and Lessee agrees that the planes, and their contents are to be stored, whether on the field or in the hangars, at Lessee's risk. Lessee agrees to indemnify, defend and save Lessor, the airport, its agents, officers, representatives, and employees, harmless from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the activities of Lessee, its agents, servants, guests or business visitors under this Agreement or by reason of any act or omission of such person, except for such loss as results from gross negligence or willful conduct of Lessor.

11. Right of Entry. Lessor shall have the right to enter the leased premises at any time for inspection or to make repairs, additions or alterations as may be necessary for the safety, improvement, or preservation thereof.

12. Security. Lessee agrees to cooperate with Lessor in the enforcement and implementation of airport security procedures. Security of the Hangar shall be the responsibility of the Lessee. Lessor shall not be liable for theft, vandalism, or pilferage to any items stored in the Hangar.

13. Assignment/Subletting. This lease agreement shall be limited to parking and storage of the above-described aircraft and may not be assigned to any other person, firm or corporation without the written consent of the County Commissioner's Court. Lessee shall not sublet nor furnish to any other person, firm or corporation any hangar or any other right or privilege in or upon any airport property without the written consent of the County Commissioner's Court.

14. Default. In the event of any misrepresentation or default in the terms of this agreement by Lessee, Lessor shall have the right to ground all aircraft and padlock all hangars of Lessee until such default is cured. Lessor shall have the further right to immediately terminate this agreement upon written notice to Lessee, setting forth the reason therefore, and refunding a pro rata amount of the rental, if any, for the unexpired portion of the month following the date of such termination. Upon such termination, Lessee shall immediately remove the above-described aircraft from the airport.

15. Insurance Coverage. Lessor is under no obligation to provide insurance coverage on aircraft kept by Lessee in the Hangar hereinabove described, or parked at the airport or the contents contained therein, except such insurance coverage as may be required of Lessor by law.

16. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Lessor and Lessee.

17. Notices. All notices required herein shall be delivered to Lessor, in care of the *Crane County Judge, 201 W. 6th Street, Crane, Texas 79731* and, if to Lessee, at Lessee's mailing address as stated below. Lessee agrees to notify Lessor, in writing, of any change in the information furnished below.

18. Governing Law. The provisions of this agreement shall be construed in accordance with the laws of the State of Texas. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

19. Attorney's Fees. If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

20. Entire Agreement. This Agreement is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement, not incorporated in writing in this Agreement.

21. Waiver No assent, express or implied, by Lessor to any breach of any covenants by Lessee will be deemed to be a waiver of any succeeding enforcement of the same covenant.

22. Binding. This agreement shall remain binding upon the heirs, legal representatives, successors and assigns of the respective parties herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:

Crane County, Texas

By: Judge Roy Hodges
Title: Crane County Judge

LESSEE:

Printed name: _____

Lessee's Information

Name: _____

Address: _____

Home phone: _____

Cell phone: _____

Emergency contact: _____

Telephone number: _____