

**DECORAH MUNICIPAL AIRPORT
HANGAR RENTAL AGREEMENT**

1705 State Highway 9
Decorah, Iowa 52101
(563) 382-8338

THIS AGREEMENT made and entered into this _____ day of _____ 20____, by and between Decorah Municipal Airport, hereinafter called OWNER, and _____, hereinafter called TENANT for the calendar year _____.

Home Address _____, City _____, ST _____
Phone #1 _____, Phone #2 _____
Email: _____

Hangar Unit # _____ Monthly Rental \$ _____
Aircraft(s) Make _____ Aircraft Model _____ N # _____

PROPERTY DESCRIPTION

OWNER, in consideration of the rents hereinafter reserved and of the covenants and conditions herein set forth to be performed by TENANT, does hereby demise and let unto TENANT, that certain hangar unit number indicated above at Decorah Municipal Airport located in Decorah, Winneshiek County, Iowa state for non-commercial purposes and used solely for aircraft storage. Hangar types are as follows:

West Hangars-T Config	Center Hangars	East Hangars—Square Config
One (1) aircraft occupancy	One (1) aircraft occupancy	multi aircraft occupancy
Rate: \$ _____ month	Rate: \$ _____ month	Rate: \$ _____ month/ per unit

CONDITIONS OF PREMISES

TENANT accepts the hangar in an “as-is” condition without any liability or obligation on the part of the OWNER to make any alteration of any kind within or to the hangar.

RENTAL

TENANT agrees to pay unto OWNER the monthly rental indicated above in advance on the first day of each month. Should the commencement date indicated above be other than the first day of the month, the monthly rental shall be pro-rated to a per day basis. Monthly rental must be received by the 10th of the month. A late fee of \$10.00 per month will be imposed. No payment for a 3-month period will result in a late notice and possible eviction.

TERM

The term of this agreement shall begin on the commencement date, indicated herein and shall continue until December 31st of the current calendar year unless terminated by either party providing thirty (30) day notice of termination or unless terminated as provided hereinafter.

USE OF THE PREMISES

TENANT shall occupy the hangar solely for the storage of the aircraft listed above, which is owned or leased by the TENANT, and necessary ground handling equipment associated with said aircraft. The hangar shall expressly not be used for any commercial purpose.

COVENANTS OF TENANT

TENANT shall:

1. Store no gasoline, explosives, or flammables in the hangar, except as stored within aircraft fuel tank. Fueling or transferring of fuel within a hangar is not allowed
2. Close the hangar doors promptly after putting the aircraft in or taking out of the hangar
3. Not Spray paint or weld in hangar
4. Not park automobiles on the "Active Taxiway" (see exhibit A). Tenant may drive vehicles to and from their hangar and to and from parked aircraft for loading and unloading. Automobiles may be parked in hangar when aircraft is not on airport grounds. Exceptions may be made for Ag operations with express permission of the airport manager.
5. Report to the OWNER and/or airport manager any defects in the hangar which the TENANT feels requires maintenance
6. Keep the hangar sanitary, clean and free of debris. Do not place any debris on Decorah Airport property except in designated waste facilities
7. Lock hangar door when not accessing/occupying hangar unit
8. Provide the airport manager with a key to specific hangar unit
9. Make no alterations / repairs / improvements to their hangar without prior written approval of OWNER and airport manager
10. Have the right to terminate this agreement upon a 30-day written notice to airport manager and City Hall
11. Agrees to assume full risk of any and all loss or damage of any aircraft and other personal property in this hangar irrespective of the cause of such loss
12. Hold harmless Airport Employees, the City of Decorah, or any of its agents for any loss occasioned by fire, theft, rain, windstorm, hail or from any other cause
13. Obey any local, state and Federal laws, ordinances, regulations, and minimum standards and directives of any legally constituted authority now in force
14. Not occupy hangar as a residence

COVENANTS OF OWNER

OWNER shall:

1. Keep the hangar in good working repair
2. Have the right to enter the hangar with the TENANT or by permission, to inspect, maintain, or in cases of emergency, forced access may be warranted without TENANT present
3. Reserve the right to tow or otherwise move Aircraft for purposes of facility maintenance, security, emergency, or any undetermined purposes
4. Take appropriate steps to correct violations of the TENANT's covenants

DEFAULT

This agreement shall be breached if the TENANT shall default in the performance of any covenant herein. In the event of any breach of this agreement by the TENANT, the OWNER reserves to itself all legal and equitable remedies, inclusive of the remedies provided by law and the right to terminate this Agreement.

NOTICES

Any notice provided herein shall be given in writing to the OWNER by delivery of the same at the address below OWNER’S signature. Any notice to the TENANT may be mailed to the TENANT at his/her last known address or copy thereof may be posted upon the aircraft or door of entry to hangar unit.

RESIDENT AIRCRAFT RULES

1. All based aircraft shall possess a current airworthiness certificate
2. All aircraft must be registered with the FAA
3. No hangar should be used for construction of kit home-build or rebuilds. Aircrafts built off premises may be moved into a hangar for final assembly but must be completed and airworthy within 90 days. Aircraft currently under construction shall be grandfathered in (prior to 3-1-2020)

WAIVER

Any waiver by the OWNER of any covenant or condition of this agreement shall not thereafter preclude the OWNER from demanding performance in accordance with the terms hereof.

I have read and understand the foregoing and I have also read and understand the Decorah Municipal Airport Agreement, which I have received a copy of each and agree to be bound thereby. I will notify the owner or its representative of any changes in my address or aircraft ownership. Failure to comply with the covenants and conditions of this agreement may lead to termination of this agreement by the owner.

TENANT

Signature _____

Mailing Address _____

Date: _____

HANGAR UNIT # _____

For the owner _____

Decorah Municipal Airport

c/o City Hall

400 Claiborne Drive

Decorah, IA 52101

Date: _____

Exhibit A

