

AIRCRAFT HANGAR LEASE

MAJOR GILBERT FIELD AIRPORT
TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the Town of La Pointe, Ashland County, State of Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, 240 Big Bay Road, Post Office Box 270, La Pointe, WI 54850, hereinafter referred to as the **Lessor**, and _____, address _____ city _____, state _____, zip code _____, telephone number _____, email address _____ hereinafter referred to as the **Lessee**.

WITNESSETH:

WHEREAS, Lessor owns and operates an airport in the Town of La Pointe, Ashland County, Wisconsin, which is named the Major Gilbert Field Airport and is also known as the Madeline Island Airport, and said Lessor is desirous of leasing to the Lessee a certain parcel of land, hereinafter more fully described and located on said Airport, together with the right to use and enjoy individually and in common with others the facilities referred to for the purpose of aircraft storage: and

WHEREAS, Lessee will utilize the airport facilities of the Town for Lessee's plane and will occupy an Aircraft Hangar, and desires to lease said property and rights from the Town of La Pointe on and at such Airport.

NOW, THEREFORE, in consideration of the rental payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Airport which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term of this Lease LOT _____.

- 1. TERM.** The term of this lease shall be for a period of ten (10) years, commencing on January 1, _____ and ending on December 31, _____. Lessee can request an extension of the current lease of up to 120 days from the end of lease if request is made prior to termination date.
- 2. RATE.** The Lessee agrees to pay per square foot of hangar space per year rental charge as per the current year's Fee Schedule for the leased premises payable to the Lessor at the time of lease execution and annually by January 1st of said execution thereafter and, in addition, the annual personal property taxes pertaining thereto as they become due and payable. It is understood and agreed that the rental charge shall be increased annually by the Consumer Price Index (CPI). The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received after 30 days after the date of billing.

3. USE OF LEASED PREMISES.

- A. The Town will provide the hangar site - the site is leased "as is". Proper drainage is a problem at the Airport and the Town makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
- B. The Lessee shall have the right to erect an aircraft hangar upon said premises providing said hangar conforms to the Building Code Requirements of the Wisconsin Department of Safety and Professional Services and pertinent provisions or any local ordinance in effect.
 - 1. During hangar construction, new hangar site will be maintained for proper drainage of site, taxiway and adjacent sites and hangars by Lessee.
 - 2. Location of buried utilities is the responsibility of the Lessee.
 - 3. All installation and maintenance of utilities and approach apron going off the taxiway into the hangar is the responsibility of the Lessee.
 - 4. All metered service charges are the responsibility of the Lessee.
 - 5. All plans for such building/structures or modifications to building/structures shall be reviewed and approved by the Lessor prior to construction. Lessee will be responsible for obtaining all required land use and building permits from both the La Pointe Zoning Administrator and the Town's Commercial Building Inspector.
 - 6. Lessee shall own the building during the term of the lease and pay all applicable personal property taxes related to the building and not the land.
 - 7. Lessee shall maintain sufficient space in the hangar to store aircraft. Hangar use is primarily for aircraft storage.
 - 8. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager and the Town Foreman.

4. ASSIGNMENT AND SUBLEASING. Lessee shall not assign this lease in whole or in part nor sublet the premises or any part thereof without the prior written consent of the Lessor. Nor assignment of this lease will be considered unless the new proposed Lessee completes an Application for Transfer of Airport Hangar Lease. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.

5. AIRPORT RULES AND REGULATIONS.

- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin and the United States of America.

- B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessee agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Lessor may make changes in the rules and shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective.
 - C. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair, the landing area of the Airport, and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.
 - D. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure at the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft or aviation.
 - E. During time of War or National Emergency, the Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government, for Military or Naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
 - F. The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's plane, the right of ingress and egress from the described premises, which right shall extend to the Lessee's employees, guests, and patrons, the right, in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of Aircraft of the Lessee.
 - G. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
 - H. Hazardous materials as defined by the Wisconsin State Division of Emergency Management and Department of Natural Resources shall not be stored in/on the premises unless they are stored in accordance with state rules and regulations and local fire codes.
- 6. HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.

7. CERTIFICATE OF INSURANCE.

- A. During the Time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.
- B. The Lessee shall, at Lessee's expense, maintain liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$500,000.00 per occurrence and at least \$1,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. A copy of the current insurance policy must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policy.
- C. Lessee shall, at Lessee's expense, insure said hangar against fire, wind, hail and liability. A copy of the current insurance policy must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policy.
- D. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.

8. LIABILITY. Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.

9. MAINTENANCE AND PROTECTION

- A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Airport. Lessor makes no representations or warranties as to the effectiveness of such protection.
- B. Lessor agrees to provide snow removal services to the Lessee's leased premises in the Hangar areas except within three (3) feet of the aircraft hangar door. Such snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.
- C. The Lessee will maintain the structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee. The Lessor will provide lawn mowing around hangar. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove

the damaged building and restore the leased area by the Lessee. The Lessor may grant an extension of time if it appears such extension is warranted.

- D. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- E. The Lessor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the aforesaid development of the airport requires the relocation of the Lessee the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have sixty (60) days to remove the building and all appurtenances thereto belonging to the Lessee or the property shall be considered abandoned. This is in addition to any other remedy Lessor has available under Wisconsin law. During the sixty (60) days allowed Lessee to remove the building at either the normal end or termination of the lease, the Lessee will continue to pay rent.
- B. If the Lessee shall leave any property other than the building on the premises for over 30 days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary.

11. TERMINATION. In consideration of the agreements contained herein, at the termination of this lease agreement, on or before December 31, 20____, Lessee at his/her option shall have the right to elect either of the following:

- A. To remove the Aircraft Hanger Building and any equipment and attachments hereto, from Lessor's property at the Airport. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of the building and restoration of the property shall occur within sixty (60) days, during which time the Lessee shall continue to pay rent.
- B. To renew this original lease agreement or to enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property upon which Lessee's Aircraft Hangar Building is situated.

12. SUBORDINATION. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or the maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year written below.

Lessee

TOWN OF LA POINTE, Lessor

By: _____

By: _____

Town Chairperson

Date: _____

Date: _____

Attest: _____

Town Clerk