

MADELINE ISLAND AIRPORT
La Pointe, Wisconsin 54850
AIRCRAFT HANGAR LEASE

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, Town Hall, LaPointe, WI 54850, hereinafter referred to as the Lessor, and _____ of _____ 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 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 Lessees' 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, and

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 _____

The term of this lease shall be for a period of Ten (10) years, commencing on January 1, _____ and ending on December 31, _____.

The Lessee agrees to pay _____ per square foot of hangar space per year rental charge for the leased premises payable to the Lessor at its Town Hall, at the time of lease execution and annually on **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 CPI and that the amount of the annual percentage shall be subject to re-examination and readjustment at the end of each five (5) year period, provided that any readjustment of said present rates, as may be amended hereafter, shall be fair and reasonable.

The Lessee shall have the right to erect an aircraft hanger upon said promises providing said hanger conforms to the Building Code Requirements of the Wisconsin Department of Industry, Labor, and Human Relations and pertinent provisions or any local ordinance in effect. All installation and maintenance of utilities and approach apron going off the taxiway into their hanger are the responsibility of the Lessee. All metered service charges are also the responsibility of the Lessee. 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 LaPointe Zoning Administrator and the town's Commercial Building Inspector.

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.

Additional Terms Related to New Hangar Sites and Drainage Issues Related to All Sites

- 1) Town will provide hangar site. All additional fill or excavation of material will be responsibility of lessee.
- 2) Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any lessee. Site is leased as is. Proper drainage is a problem at the airport and the town makes no representation to the contrary.
- 3) During hangar construction, new hangar site will be maintained for proper drainage of site, taxiway and adjacent sites and hangars by lessee.
- 4) Location of buried utilities is lessee responsibility.
- 5) Lessee shall maintain sufficient space in hangar to store aircraft. Hangar use is primarily for aircraft storage.
- 6) All outside appurtenance locations shall be approved by airport manager and Town Foreman (i.e. electrical transformers, wells, holding tanks, propane tanks, etc.

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. 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. No assignment of this lease will be considered unless the new proposed lessee completes an Application for Transfer of Airport Hangar Lease.

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.

Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities. Lessee agrees to obey all laws, regulations and ordinances of the Town of LaPointe, Ashland County, the State of Wisconsin and the United States of America.

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.

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.

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.

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.

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 employee's, guests, and patron's 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.

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, loses, 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 persons 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 town will also not be responsible for damages of any kind related to any drainage issues or soil conditions.

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.

The Lessee shall, at Lessee's expense, insure said hangar against fire, wind, hail, and liability, a copy of the policy shall be mailed to the Town Clerk on each renewal date.

The Lessee shall 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 \$100,000.00 and liability coverage of \$500,000.00 per occurrence and \$1,000,000.00 aggregate. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination. A copy of this policy will be provided to the Town Clerk by the lessee on each renewal date of the policy.

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.

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.

The Lessee will maintain the structure occupied by him and the surrounding land premised 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 hanger. Lessor will have no legal liability for any damages 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 damage building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

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.

Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.

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 of the Lessee.

In consideration of the agreements herein contained, at the termination of this lease agreement, on or before December 31st, 20_____, Lessee at its option shall have the right to elect either of the following:

1. To remove the Aircraft Hanger Building and any equipment and attachments hereto, from Lessor's property at Madeline Island 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.
2. 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.

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 reenter 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.

If the lessee shall leave any property other than the building on the premises for over 30 days after vacating or abandon the property, Lessor shall have the right to dispose of the property as provided by law.

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 reasonable necessary.

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 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 WITNESSES WHEREOF, the parties have hereunto set their hands and seal the day and year first herein written.

TOWN OF LAPOINTE, Lessor

By: _____
Town Chairperson

Attest: _____
Town Clerk

By: _____
Lessee

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally came before me this _____ day of _____, 20____, the previously named Lessee known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
State of _____
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF ASHLAND

Personally came before me this _____ day of _____, 20____,
_____, Town Chairperson and _____, Town Clerk,
known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
My commission expires: _____