

**COMMUNITY HANGAR LEASE AGREEMENT  
INDY SOUTH GREENWOOD AIRPORT**

This Community Hangar Lease Agreement (“**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the GREENWOOD BOARD OF AVIATION COMMISSIONERS, (“**Landlord**”) and \_\_\_\_\_ (“**Tenant**”):

**Section 1. Lease of Hangar.** Landlord hereby leases to Tenant, and covenants to keep Tenant in quiet possession of the following described premises: space located within the \_\_\_\_\_ Community Hangar area (“**Hangar Area**”) of the Indy South Greenwood Airport (“**Airport**”), Johnson County, Indiana. The Community Hangars are not space specific for aircraft. Airport staff shall load the Hangar Area to accommodate arrivals and departures as necessary.

**Section 2. Use of Premises.** Tenant’s use of the Hangar shall be for the storage of aircraft in compliance with the Airport’s adopted Rules and Regulations for the Hangar Area, as amended from time to time, which are incorporated herein. In addition to the storage of the aircraft, space shall be made available to tenant for the storage of up to two storage or tool cabinets not to exceed 36” by 72” in size. If a pressure vessel is stored in the reserved tool area, the Tenant shall assume all liability for the storage and operation of this type of equipment which must be handled in compliance with OSHA and IOSHA standards. No other use may be made of the Hangar without Landlord’s express prior written consent.

The following described aircraft is registered to the Tenant, and authorized for storage in the Hangar:

Make	Model	Registration Number
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Name and Address of Record Owner of Aircraft (including any partnership/corporation) and Name and Address of the Registered Agent/Manager if owned by a legal entity (if applicable):

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If Tenant disposes of the above registered aircraft and does not replace it within 120 days, this Agreement shall automatically terminate. If Tenant purchases or leases an aircraft different than the one registered above, Tenant shall notify Landlord within seven (7) days of such an occurrence.

**Section 3. Term.** The term of this Agreement shall be on an annual basis, commencing January 1, 2017 and ending December 31, 2017 unless earlier terminated under the terms of this Agreement. ”). This Agreement shall be renewed automatically for succeeding terms of one year unless terminated under the terms of this Agreement. At the termination date, Tenant shall surrender possession of the Hangar unless and until a new lease agreement is entered into. Lease of the Hangar shall not be permitted without an active lease agreement.

**Section 4. Payment.** In consideration of the right to use the Hangar, Tenant agrees to pay Landlord as monthly rent for Hangar, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (“**Rent**”) in

advance of or on the first day of each month. In addition to the advance payment of rent for the first month, Tenant shall pay the Landlord a security deposit of one month rental (\$\_\_\_\_.\_\_\_\_) that shall be retained during the Tenant's occupancy of the Hangar. If Tenant has previously paid a security deposit, the amount of such deposit shall be carried-over and applied to the security deposit required by this Section as a credit. If the monthly rent has been increased, Tenant shall only pay the difference between the previous monthly rent and the increased monthly rent. Rent payments shall be made to the Indy South Greenwood Airport, 897 Airport Pkwy, Greenwood, Indiana 46143. In the event Tenant fails to comply with any provision of this Agreement, said sum may be applied toward past due amounts or retained by Landlord as liquidated damages and shall be in addition to any liability for damage to the Hangar, including, but not limited to consequential damages. There shall be added to all sums due the Landlord and unpaid, an interest charge of one and one-half percent (1.5%) of the delinquent rent for each full month of delinquency, computed as simple interest. No interest shall be charged upon any account until payment is fifteen (15) days overdue, but such interest, when assessed thereafter, shall be computed from the due date.

**Section 5. Rules and Regulations.** By execution of this Agreement, Tenant acknowledges receipt of the Airport's Hangar Rules and Regulations and agrees to abide by all of the administrative rules and regulations promulgated from time to time by Landlord, including, but not limited to, rules adopted concerning the operation of the Hangar Area, and to comply with all laws concerning the Airport, including all FAA Regulations relating to safety and security. If any violation occurs on the Hangar, Tenant shall be strictly liable to reimburse the Landlord for the full amount of any fine, penalty or other financial loss resulting therefrom, including, but not limited to, consequential damages. A copy of the Rules and Regulations shall be made available to Tenant at the Airport's Terminal Building and upon written request.

**Section 6. Use of Hangar.** Prior to execution of this Agreement, Tenant has had the opportunity to inspect the Hangar and hereby accepts the Hangar in its present condition. Tenant agrees to take good care of the Hangar and to return the same at the expiration of the term in as good condition as received, ordinary wear and tear and natural decay expected. Tenant agrees to keep leased space clean, neat and free of debris and trash and will remove same from Airport property and dispose of properly. Tenant agrees to pay any and all damages incurred to the premises during the term of this Agreement resulting from any act or neglect on the part of the Tenant or third party invitees of the Tenant. If destruction of Hangar, or any part thereof, proved to be without fault of the Tenant shall occur during the term of this Agreement so as to make Hangar unfit *for* the purpose herein have above mentioned, Tenant may surrender and cancel this Agreement. Tenant shall be responsible for all guests, visitors, and employees. All visitors must check-in with Airport management prior to entering the Hangar Area, this includes contractor workers hired to perform maintenance, cleaning, or repair of the Aircraft.

A. The Hangar shall be for the private use of Tenant and shall not be used for any commercial purpose, including but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit. It is expressly agreed that no activity will be allowed in the Hangar or any part thereof at any time by a Tenant, which is in conflict with the activity of the Airport without a valid written agreement with the Greenwood Board of Aviation Commissioners.

B. Tenant shall be allowed to perform maintenance on its aircraft, registered for the Hangar, of the kind and to the extent permitted by Federal Aviation Administration regulations. Tenant agrees that use of Hangar shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Rules and Regulations of Landlord. Tenant's exclusive use is restricted to the Hangar designated herein and does not apply to any ramp, apron or taxiway within the Hangar Area. All such ramps, aprons, or taxiways within the Hangar Area are common use areas available to all other users and tenants of the Airport. Tenant agrees that Tenant's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.

C. Tenant may park in designated areas only, with the exception of loading and unloading which is allowed. No parking on the ramp side of the Hangar is permitted. Blocking of the taxiways or aircraft operations

is strictly prohibited at all times. Landlord shall have the right to remove any automobile at Tenant's expense that is parked in an unauthorized area.

D. One (1) gate access card and one (1) key to the hangar door shall be issued by Landlord to each Tenant entering into this Agreement, subject to execution of a gate card release form. If Tenant is a corporate entity, Landlord may issue up to three (3) gate access cards and hangar door keys to Tenant's owners. Additional cards may be acquired for a non-refundable fee of \$25.00 per card. Replacement fee for lost or stolen cards will be \$100.00 and shall be non-refundable. There shall be no fee charged for the replacement of defective cards turned into Landlord. Additional keys may be acquired for a non-refundable fee per the BOAC adopted Schedule of Rates and Charges. Tenant is prohibited from duplicating or transferring the access card and/or the hangar door keys without express written permission from Landlord. Upon termination of this Agreement, Tenant agrees to return all gate cards, keys, locks and other equipment furnished by Landlord or in the event of loss, to pay the full replacement value of same

E. Tenant will not refuel or allow to be refueled any aircraft while inside or partially inside the Hangar.

F. Tenant shall not perform painting or "doping" operations of any kind within the Hangar and shall not install or use compressors for any purpose; provided, however, the use of non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires will be permitted.

G. Tenant shall not be permitted to modify or alter the Hangar structure in any way without the written permission of the Landlord.

H. Wet washing of aircraft will not be permitted in Hangar or within the Hangar Area.

I. Landlord reserves the right to change Tenant's Hangar to another Community Hangar of equal quality to house the Tenant's airplane or airplanes. In the event Landlord desires to exercise said right, and upon receipt of notice, Tenant shall have thirty (30) days to comply with said request or Tenant can choose to terminate the Agreement.

J. Tenant accepts full responsibility and liability for the actions and behavior of any guest or visitor to the Hangar for whom they have granted access to Airport property.

K. Tenant shall not use the Hangar for sleeping, washing clothes, cooking or the preparation, manufacture or mixing of anything that might emit any odor or objectionable noises or lights onto adjacent properties. Tenant shall not do anything on the Hangar that will cause damage to the Hangar.

**Section 7. Conduct Prohibited.** Tenant shall follow all reasonable instructions of Airport personnel and shall not engage in intimidating, threatening or disorderly conduct that poses a safety risk to the Airport, Airport personnel, users, and/or other tenants or any other behavior that constitutes a safety risk. Violation of this provision may subject the Tenant to ejection and banning from Airport property and termination of this Agreement without refund of any Rent paid. Prior to ejection and termination of access to Airport property, Tenant will be provided written notice and an opportunity to appeal the decision to the Board of Aviation Commissioners.

**Section 8. Visitors and Guests.** Tenant accepts full responsibility and liability for the actions and behavior of any guest or visitor to the Hangar for whom Tenant has granted access to Airport property. Tenant shall ensure that any guest, visitor, employee, and/or contractor hired by Tenant complies with all regulations on Hangar Use as set forth in this Agreement, the Rules and Regulations of the Airport, and all applicable local, state, and federal laws.

**Section 9. Sublease/Assignment of Hangar.** Hangar shall not be sublet, or the term in whole or in part, assigned, transferred or set over by the act of Tenant, by process or operation of law or in any other manner whatsoever without the prior written consent of Landlord. The parking of aircraft not owned or leased by Tenant in premises shall constitute a sublease unless approved by the Landlord or Airport Manager in writing.

**Section 10. Signs.** No signs, emblems, or advertising shall be placed or erected on or in Hangar.

**Section 11. Disclaimer of Liability.** Landlord hereby disclaims, and Tenant hereby releases and discharges Landlord from any and all suits, claims, judgments, allegations administrative actions, damages, cause of action and demands whether for any loss, property damage or bodily injury of any nature whatsoever sustained by Tenant, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Tenant that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Landlord's sole and gross negligence. The parties hereby agree that under no circumstance shall Landlord, its respective directors, officers, agents, or employees be liable for any indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to loss of revenue or anticipated profits or other damage related to the leasing of the Hangar under this Agreement.

**Section 12. Indemnification.** Tenant agrees to indemnify, release, and hold harmless the City of Greenwood, Indiana, its Board of Aviation Commissioners and the Airport Manager ("Indemnified Parties"), their respective directors, officers, agents and employees from any liability; including, but not limited to, lost or stolen property of the Tenant, claims, suits, causes of action, demands penalties administrative actions, damages, judgments, fines, costs and Indemnified Parties' attorney's fees, to persons or property resulting from or arising out of or in any way connected with Tenant's use or occupancy of Hangar. Indemnified Parties shall not be liable to Tenant for their failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Indemnified Parties' control.

**Section 13. Default.** The following shall be considered "**Events of Default**": 1) failure to pay Rent within thirty (30) days after due date; 2) in the event of Tenant's neglect or failure to comply with the provisions of this Agreement, and if such neglect or failure shall continue for a period of 30 days; 3) the filing of a petition by Tenant under the federal bankruptcy act or any amendment thereto; 4) the commencement of a proceeding for dissolution or for the appointment of a receiver over the Tenant; or 5) the making of an assignment for the benefits of creditors of the Tenant. In the Event of Default, Landlord shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Tenant from the Hangar. Landlord may dispose any such aircraft and/or property pursuant to Indiana Code Section 33-32-10-*et al* and/or any other applicable law or policy. Landlord may choose to lock or secure stored property inside Hangar until said rental payments have been satisfied, without being guilty of trespass, conversion, breach of peace or forcible entry and detainer and Tenant expressly waives the service of any notice prior to trespass, forcible entry and seizure. Landlord may dispose any such aircraft and/or property pursuant to Indiana Code Section 33-32-10-*et al* and/or any other applicable law or policy. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other remedy available to Landlord in law or equity. In the event it is necessary to use the services of attorneys, consultants or should the members of the Board of Aviation Commissioners be required to expend time beyond normal meetings to obtain enforcement of any of the provisions of this Agreement or to obtain eviction or ejection, Tenant shall pay all reasonable fees and expenses incurred therewith.

**Section 14. Voluntary Early Termination.** Landlord may terminate this Agreement upon sixty (60) days written notice if it deems such termination to be in the best overall interests of the Airport. Landlord may agree to accept an early termination of this Agreement from Tenant if Tenant provides at least ninety (90) days written notice.

**Section 15. Hazardous Substances.** The term “**Hazardous Substance**” shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, or contaminants that, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or safety or the environment when improperly generated, used, stored handled, treated, discharged or disposed of. Tenant may store not more than a reasonable amount of aircraft lubricants and oil, provided that any such storage shall be limited to NFPA approved containers, or unopened original cans. Storage of gasoline, including automobile gasoline, is prohibited. Promptly upon written notice from Landlord or from any governmental entity with jurisdiction, Tenant shall remove from the Hangar (including without limitation the soil or water table thereof), at its own cost and expense, all Hazardous Substances for which Tenant is liable. Tenant shall be responsible for the clean up and remediation of all such Hazardous Substances. If it becomes necessary for the Landlord to remove, clean up or remediate any Hazardous Substances from the Hangar, Tenant shall be responsible to reimburse Landlord all costs incurred in such removal, clean up or remediation as set forth in the Schedule of Rates and Charges. Any such clean up shall be in conformance with all applicable governmental rules and regulations. Any fine, penalty, claim, or costs incurred by, or made or assessed against Landlord regarding violations of this Section shall be paid by Tenant promptly after Landlord incurs the obligation to pay such amounts or determines that an assessment is owed and so notifies Tenant, including but not limited to, consequential damages.

**Section 16. Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the state of Indiana and the Greenwood Municipal Code. Any action brought under the terms of this Agreement shall be venued in Johnson County, Indiana.

**Section 17. Subordination.** This Agreement shall be subordinate to the provisions of any existing or future agreement between the Board of Aviation Commissioners and the United States, relative to the operations or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Board of Aviation Commissioners for federal funds for the development of the Airport.

**Section 18. Relationship of Parties.** The relationship between Tenant and the Landlord shall always and only be that of Tenant and Landlord. Tenant shall never at any time during the term of this Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or its agents.

**Section 19. Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

**Section 20. Notices.** Notices to Landlord provided for herein shall be in writing and shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Greenwood Board of Aviation Commissioners, 897 Airport Pkwy, Greenwood, Indiana 46143 with a copy to Corporation Counsel, 300 South Madison Avenue, Greenwood, Indiana 46142 and notices to Tenant shall be in writing and shall be sufficient if sent registered mail, postage prepaid, or hand delivered, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

**Section 21. Warranty of Ownership.** Any party, entity or person of any legal status having an interest of any kind in the aircraft to be located in the Hangar must execute this Agreement. All parties executing this Agreement are bound jointly and severally by terms and conditions of this Agreement and are jointly and severally liable for any breach thereof.

**Section 22. Insurance.** The Tenant agrees to deposit with the Landlord a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Indiana and shall insure the Tenant against loss from liability in the amount of One Million and no/Dollars (\$1,000,000) for the injury or death of more than one person in any one accident; and in the amount of One Million and no/Dollars (\$1,000,000) for damage to property of others for any one accident. The City of Greenwood shall be named as an additional insured on said policy and a copy of the endorsement showing the City of Greenwood added as an additional insured shall be provided to the Greenwood Office of Corporation Counsel within sixty (60) days from the execution of this Agreement. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Agreement, 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.

**Section 23. No Liens Created.** Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Hangar. No third person shall be entitled to any lien against the Hangar or any structure thereon, derived through or under Tenant. All persons contracting with Tenant, or furnishing materials or labor to Tenant, shall be bound by this provision. Should any such lien be filed, Tenant shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. Tenant is not the agent of Landlord so as to confer upon a laborer bestowing labor upon the leased property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased property, a construction lien upon Landlord's estate.

**Section 24. Emergency Contact.** In the event of an emergency involving Tenant, Landlord is authorized to contact the following individual(s):

_____	_____	_____
Name	Telephone Number	Relation to Tenant

In addition to the notice address listed in Section 19 of this Agreement, Tenant authorizes Landlord to contact Tenant via the following:

Cell Phone: \_\_\_\_\_

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

**Section 25. Representation on Authority of Parties.** Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the entity on whose behalf he/she is signing.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written, at Greenwood, Indiana.

CITY OF GREENWOOD INDIANA, BOARD OF AVIATION COMMISSIONERS

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed  
  
\_\_\_\_\_  
Airport Manager  
Title  
  
\_\_\_\_\_  
Date

TENANT

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

TENANT

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
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Title  
  
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Date