

Sample Lease 2025

Council Bluffs Airport Authority
101 McCandless Lane
Council Bluffs, Iowa 51503
(712) 322-2284

HANGAR LEASE

Hangar Number

Name of Lessee:

Current Email:

Address:

Contact Phone:

If Lessee is a corporation, club, partnership, or joint venture, list names and addresses of all principals:

*Additional information may be requested from Lessee.

Aircraft Make:

Model:

Registration: **N**

For and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:
(Please initial the indicated space beside each paragraph.)

Initial: _____ 1. This Lease is subject to the terms and conditions contained in this agreement, the ordinances of the City of Council Bluffs, and all applicable county, state, and federal laws and regulations, including those promulgated by the United States Department of Transportation and the Federal Aviation Administration

Initial: _____ 2. The term of this Lease shall commence on _____, 202_ and continue on a month-to-month basis until terminated by either party with 30 days written notice. Lessee agrees to pay rent on a quarterly basis. **Rent shall be due in advance of the rental period.** This lease will automatically renew on the anniversary of the Lease commencement date above each year under the same terms and conditions unless amended or terminated in writing by the Lessor.

Category A	(Hangars #1-7, #18-31, #36-42)	\$168 _____ per Month
Category B	(Hangars #8-17, #51-60)	\$201 _____ per Month
Category C	(Hangars #43-50)	\$483 _____ per Month
* \$358 per month plus \$125 per month for gas heat		

a) **This Lease may not be assigned, and no subletting is permitted.**

b) **Hangar rates are subject to change at the discretion of the Council Bluffs Airport Authority. Rates will be reviewed annually.**

Initial: _____ 3. The rental rate, per month, for this category of hangar is set forth above. Three (3) months rent shall be payable four (4) times during the twelve (12) calendar months of the Lease. Rent shall be due in advance of the rental period. A \$50 late fee for rent not received by the Lessor will be charged after the fifteenth

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(15th) of the month the rent is due. The first 3 months rent shall be due upon the signing of this lease. Thereafter, Lessee shall pay rent at 3-month intervals. If Lessor has not received the rent on or before the 14th day of the first month of the quarter in which it is due, Lessor may, but is not required to, provide Lessee with notice of the default in payment and further advise Lessee that if payment is not made on or before the last day of the month, or default is made on any of the other covenants herein contained, the Lessor may enter the premises and remove the aircraft from the T-Hangar without further notice to Lessee. If rent is unpaid, Lessor may elect to deny access to the Hangar.

IF THE LESSEE'S AIRCRAFT IS REMOVED FROM THE LEASED PREMISES BECAUSE THE RENT REMAINS UNPAID AFTER THE LAST DAY OF THE MONTH, OR THE LEASE HAS BEEN TERMINATED, LESSOR SHALL NOT BE RESPONSIBLE FOR DAMAGE TO THE AIRCRAFT CAUSED BY WEATHER, INCLUDING WIND, RAIN AND HAIL, NOR BY REASON OF THE NEGLIGENCE OF A THIRD PARTY.

If the rent remains unpaid after thirty (30) days, Lessor may exercise any and all remedies, including a self-help remedy, it may have under the law to seek recovery of the unpaid rent including submission for collection or legal action. In the event it is necessary to pursue legal action to collect the unpaid rent, Lessee shall be responsible for any and all costs expended including, but not limited to, attorney's fees, court costs, and other related legal expenses.

Initial: _____ 4. The Airport Authority may cause the use, trade, sale or removal of the aircraft if, within 30 calendar days after the date of receipt of such notice, the aircraft has not been removed from the airport upon payment in full of all accrued fees and charges for the use of the airport and for the transportation, storage, and removal of the aircraft. Such notice may require removal of the aircraft in less than 30 calendar days if the aircraft poses a danger to the health or safety of users of the airport, as determined by the director or the director's designee.

If the aircraft is removed from hangar due to lack of payment or termination of this Lease, the aircraft will be considered abandoned and derelict property and will be subject to apron fees of \$10.00 (ten dollars) per day immediately.

Initial: _____ 5. Category C Hangars commonly known as "Corporate Hangars" are heated units with a constant temperature in the winter months of 50 degrees. Charges for the fuel use in these hangars are the responsibility of renters and will be billed at a flat rate of \$125.00 per month in addition to the rental costs. The natural gas costs are due and payable at the same time and at the same intervals as the rent.

Initial: _____ 6. Lessee agrees to use the hangar ONLY as a hangar for storage of airworthy aircraft owned or leased by Lessee and for no other purpose. For the purposes of this Hangar Lease Agreement, an airworthy aircraft is defined as one that has successfully completed an annual inspection by a properly certified aircraft inspector according to the aircraft's maintenance logbook(s) within the preceding twelve (12) month period that can be provided to the Lessor upon request. Only property incidental to the operation of the aircraft is to be kept in the leased hangar. All personal property must be mobile or on wheels to allow for access to the hangar, and movement of the aircraft. If an individual leases a hangar and fails to place an airworthy aircraft in it within 90 days of the possession date, the Lessor has a right to terminate this lease upon 30 days' written notice, which requires the Lessee to vacate and clean the premises with liability for rent, but with no right of possession other than to remove Lessee's property from the premises. Any property left by Lessee in the premises for more than 30 days after the date of termination shall be deemed abandoned by Lessee without further notice to Lessee.

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- a) Lessee shall not store furniture, paper or any other type of object or material that would attract rodents or other animals to the hangar premises.

Initial: _____ 7. Lessee shall not engage in any commercial activities within the T-Hangar and apron which constitutes sales or services of any kind to the public, PROVIDED, HOWEVER, LESSEE MAY HANGAR AIRCRAFT USED FOR COMMERCIAL PURPOSES IN ACCORDANCE WITH THE TERMS OF THIS LEASE.

Initial: _____ 8. **USE OF PREMISES:** The premises shall be used only for storage of airworthy aircraft and tools associated with aircraft repair that would not constitute a fire hazard. Painting and major aircraft repairs therein are prohibited. Within the T-Hangar, Tenant shall be permitted to perform only repairs and/or maintenance specifically authorized under Federal Air Regulations, Part 43, Sections 43.3 Appendix A, Preventative Maintenance unless otherwise authorized by the Executive Director or their designee. This maintenance may be performed by the owner/pilot of the aircraft or a licensed A&P mechanic that leases T-Hangar space at the airport or is otherwise employed by an airport tenant in a position that requires them to hold a current A&P license. If a T-Hangar tenant desires to have a mechanic or technician that does not lease space at the airport, the following policy will be adhered to: All commercial mechanics, technicians, or other persons doing business for compensations that do not lease space at the airport shall be required to register with the Airport Authority, give proof of liability insurance and sign a statement holding the Airport Authority harmless, list qualifications, licenses, etc. Whenever separate airport maintenance facilities are not available, annual inspections may be conducted in the hangar with Airport Authority written approval.

Initial: _____ 9. Lessee agrees to obey the ordinances of the City of Council Bluffs and the Rules and Regulations of the Council Bluffs Airport Authority and the Federal Aviation Administration pertaining to the use of this Airport, including the following T-Hangar rules and procedures:

a) The electrical system is designed for light service only. Only the following electrical appliances will be allowed in addition to basic lighting fixtures: light winch or tug, Tanis style oil heater, FAA approved engine heaters, trouble lights, and portable tools as necessary. No electrical motor or appliance is to be located within 18" of the hangar floor. Only one item per outlet is to be plugged in at a time. The use of power strips is prohibited. No electrical appliances may be powered while the hangar is unattended except for battery chargers and engine heaters specifically built for aircraft engines.

b) Aircraft are not to be fueled or defueled in any hangar. This will result in violations of FAA and Fire Marshall Regulations.

c) Lessee may install and use aircraft battery minders and maintainers in the leased T- hangar, provided all such equipment is intended for the long-term storage of an aircraft battery, including but not limited to applicable standards for electrical safety and compatibility with aircraft systems. Lessee assumes full responsibility for any damage or injury caused by the use, misuse, or malfunction of battery minders or maintainers.

d) Area heaters, regardless of type, are not permitted in the T-Hangars. Open flame operations of any kind are strictly prohibited. Positively NO SMOKING at all times while in the T-Hangar. Any area heaters found within the T-Hangars will be confiscated and removed from the T-Hangars.

e) T-Hangar floors are to be kept free of debris and flammable materials. Storage of fuel within the T-Hangar or T-Hangar area is prohibited. Lessee may store lubricants within the T-Hangar if stored in proper containers. Used waste oil shall be removed immediately from the airport premises.

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- f) The Lessee shall shut and lock the hangar door and engage the center door pin (if applicable) any time the hangar is not occupied.
- g) Lessee of T-Hangar facilities shall comply with all applicable federal, state, and local rules, regulations, statutes, and ordinances.
- h) Modification of any T-Hangar is prohibited unless the written approval of the Airport Authority has been granted. Any modifications and improvements shall become the property of the Council Bluffs Airport Authority upon termination of this Agreement.
- i) T-Hangar tenants are permitted to use the T-Hangar taxiways for ground vehicular access to their hangar, subject to the exercise of due caution and the rule that aircraft have the right of way at all times. Leaving unattended vehicles or equipment between T-Hangar buildings is prohibited. Lessee's vehicles that are used for transportation to and from the Airport may be parked inside the leased T-Hangar only on a temporary basis and only when the aircraft is in use and not located in the Hangar.
- j) T-Hangars are not to be used as sleeping quarters.
- k) Should door maintenance be required, call 712-322-2284 or workorder@cblairport.com. Repair of doors or other maintenance should not be attempted by the tenant.
- l) No outside storage of equipment, materials, or supplies within the Airport. Lessee agrees not to deposit any trash, garbage, petroleum products, etc., on any part of the Airport. If Lessee fails to comply, the Airport Manager may notify Lessee in writing that Lessee has violated this paragraph and must remove the offending trash, garbage, petroleum product, or whatever it is within 15 days, to the satisfaction of the Airport Manager. If Lessee fails to remove the offending trash or substances within 15 days of notification, the Lessor will add the cost of clean-up to the Lessee's hangar rent for the next month or another month.
- m) Lessee is responsible for all snow and ice removal within two feet of the hangar door.

Initial: _____ 10. Lessor shall maintain the T-Hangars at its expense, any damage or repairs caused by Lessee, its agents, guests or employees, shall be paid by Lessee. The Council Bluffs Airport Authority and its duly authorized representatives shall have the full and unrestricted right to enter the Rented Premises. Access is required for the purpose of inspecting and doing any and all things which the Council Bluffs Airport Authority is obligated to do or which may be deemed necessary in the sole discretion of the Council Bluffs Airport Authority for the proper conduct and operation of the Airport.

Initial: _____ 11. Lessee agrees that they will not, as a Lessee, on the grounds of race, creed, color, sex, national origin, religion, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant. Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federal Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Initial: _____ 12. Lessor shall insure all improvements owned by the Lessor on the premises. Lessor shall not be liable for any damage to persons or property in the leased premises resulting from structural failure, the

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elements, fire, explosion, wind, tornadoes, act of a public enemy, act of God, or other cause, except the willful acts of the Lessor's agents.

Initial: _____ 13. Lessee shall bear the entire risk of damage or destruction of the stored aircraft and other personal property and shall obtain and maintain at all times during the term of this lease, from a financially solvent insurance carrier(s) authorized to conduct business in the State of Iowa, the following types and minimums of insurance: Aircraft General Liability Insurance including premises liability, with a combined single limit of One Million Dollars (\$1,000,000), insuring Lessee's liability against bodily injury to persons, invitees, including passengers and damage to property; Aircraft Hull Insurance with the limit equal to or greater than the value of the aircraft and necessary equipment covering said items while aircraft is not moving in vicinity of leased space. All Lessee insurance is to be carried by one or more insurance companies licensed to do business in the State of Iowa and approved by Lessor. Lessor shall be named as an additional insured with a waiver of subrogation under the applicable policies and furnished with duly executed certificate(s) of all required insurance, together with satisfactory evidence of the payment of premiums therefore, on the date Lessee first occupies the Hangar Unit and, upon renewals of such policies, no less than thirty (30) days prior to the expiration of the terms of such coverage. The insurance policies of Lessee shall further provide at least thirty (30) days advance written notice to Lessor and Lessee of any material changes, cancellation, nonrenewal, or changes adverse to the interests of Lessor or Lessee. It is expressly understood by Lessee that the receipt of any required insurance certificate(s) by Lessor hereunder does not constitute agreement that the insurance requirements of this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Lease. Further, the failure of Lessor to obtain certificates or other evidence of insurance from the Lessee shall not be deemed a waiver by Lessor. Non-conforming insurance shall not relieve the Lessee of its obligation to provide the insurance specified herein. Nonfulfillment of the insurance conditions by Lessee hereunder may constitute a material breach of this Lease and Lessor retains the right to suspend the Lease until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this Lease, in Lessor's sole discretion. The hull insurance requirement of Section 13 may be waived with the signed Release of Liability and Assumption of Risk and Indemnity Agreement with the Lessor. Lessee releases Lessor from liability for damage, destruction, or loss of Lessee's stored aircraft or personal property unless the damage or destruction is due to the sole negligence or intentional willful misconduct of the Lessor.

Initial: _____ 14. Lessee agrees to indemnify and hold harmless the Lessor, Council Bluffs Airport Authority, the City of Council Bluffs, and their agents, officers, Board members, or employees, from any and all liability for injuries to persons or damage to property occasioned by the negligence of the Lessee or Lessee's agents, officers, employees, or invitees, or by operations of the Lessee.

Initial: _____ 15. Lessee shall indemnify Lessor, or its agents, for all losses incurred directly or indirectly by Lessor by reason of Lessee and/or guests acts or failure to comply with the terms and conditions of this lease including damage or loss arising out of the storage, permanent or temporary, of items described in this lease as being prohibited and from damage arising out of the storage of any type of toxic material harmful to humans or the environment. This indemnification specifically includes payment of reasonable attorney fees and costs incurred by Lessor and/or City of Council Bluffs in defending such claims.

Initial: _____ 16. Lessee agrees that any personal property that remains on the premises after the lease term has ended shall be considered abandoned property. Upon termination of this Agreement, for any reason, the Lessee shall remove all personal property from the leased premises. All property issued by the Lessor (i.e., keys, padlock, hangtag, badges) must be returned to the Lessor immediately upon vacating the leased premises.

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- Initial: _____ 17. Hangar door locks. Lessor shall provide to Lessee locks and/or keys for all doors providing access to the hangar. The only locks permitted to be used on doors or hangars are those locks issued by the Lessor. No personal locks are permitted. Personal locks found on access doors to the hangar will be removed. Further, in the event the rent remains unpaid as described in this lease, or for failure to comply with other terms and conditions of this lease, Lessee may be denied access to the hangar and its contents.
- Initial: _____ 18. During time of war or national emergency, the Lessor shall have the right to enter into any agreement with the United States of America for military use of all or part of the landing area, the publicly-owned air navigation facilities, or other portions of the Airport. Any such agreement shall supersede this Agreement.
- Initial: _____ 19. The Lessor reserves, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft over and above the premises, with such noises as are inherent to general aviation.
- Initial: _____ 20. Lessee agrees to notify the Lessor, in writing, within 30 days of any change of Lessee name or address appearing on this Agreement. Change of name must be a change in corporate name as the new name is reflected in the records of the Iowa Secretary of State, or for an individual, an order of a court showing a name change. The Lessor may, at its option, require Lessee to sign a new lease under Lessee's new name.
- Initial: _____ 21. Lessee of Airport hangar must be shown on the Council Bluffs Municipal Airport's FAA Based Aircraft list. A based aircraft is an aircraft that is operational & airworthy, which is typically based on the airport for a majority of the year. A based aircraft meets the following four criteria:
- The aircraft is based on your airport (has an agreement with the airport for storage)
 - The aircraft spends a majority of the year at your facility (greater than 6 months)
 - The aircraft is operational (is capable of performing takeoff and landing)
 - The aircraft is airworthy (has a valid/current FAA airworthiness certificate)
- *Exception to this paragraph is for Aircraft Assembly in which a hangar is needed to complete.
- Initial: _____ 22. Lessor reserves the right to terminate lease upon Lessee's sale of aircraft, change of possession of leased hangar without Lessor's consent, or any other circumstance in which Lessee has attempted to allow use of a hangar by another party.

EXECUTED this _____ day of _____, 202__

COUNCIL BLUFFS AIRPORT AUTHORITY
LESSOR:

LESSEE:

Signature
Andy Biller – Executive Director
For Council Bluffs Airport Authority

Signature