

**HANGAR LEASE**  
**TDOT AERONAUTICS DIVISION TEMPLATE**  
**INSERT MUNICIPALITY, TENNESSEE**

**THIS LEASE**, entered into this \_\_\_\_ day of \_\_\_\_\_, between the **INSERT AIRPORT NAME** hereinafter referred to as the **LANDLORD**, and \_\_\_\_\_, hereinafter referred to as the **TENANT**.

**WITNESSETH:**

1. **DESCRIPTION:** The **LANDLORD** leases unto the **TENANT** the following premises, hereinafter referred to as the **HANGAR**, located at the **INSERT AIRPORT NAME** in **INSERT MUNICIPALITY**, Tennessee.  
**HANGAR NUMBER:** \_\_\_\_\_
2. **TERM:** The term of this lease shall be one year commencing \_\_\_\_\_, and shall continue from month to month thereafter unless either party gives sixty (60) days notice of termination.
3. **RENT:** The **TENANT** shall pay monthly, in advance, on the first day of each Month, via U.S. Mail or by any other public standard delivery mechanism to the **INSERT AIRPORT NAME**, Manager's Office, or at any other locations designated by the Board the sum of \$\_\_\_\_\_. The **LANDLORD**, as part of this rent, will furnish a key to the **TENANT**. The **TENANT** will assume liability for any and all leasehold taxes assessed by the County or State. July 1<sup>st</sup> of each year, the **INSERT AIRPORT NAME** Airport Board will review the rental charges for the hangar and may establish new rates as the situation dictates, but not to exceed the increase in US Department of Labor, Southeast Office, Consumer Price Index, during the twelve (12) month period. The rent shall be paid to **INSERT AIRPORT NAME** without notice or demand. This Lease provides for aircraft storage in a hangar and minimum electricity for lighting and miscellaneous use, but no heat or other utilities.
4. **FAILURE TO PROMPTLY PAY RENT:** If the **TENANT** fails to promptly pay his rent when it becomes due, this lease shall be subject to default. Failure of the **LANDLORD** to send a notice of default for late rental payment shall not be deemed a waiver of said default.
5. **LATE FEES/DISHONORED CHECK FEES:** Each month's rent is due by the 1<sup>st</sup> day of the month. In the event that the entire rental payment is not received by the Airport Manager by the 1<sup>st</sup> of the month, occupant shall pay a late charge of \$20.00. **TENANT** further agrees to pay a fee of \$20.00 for each dishonored check. Any payments received after the 1<sup>st</sup> day of the month and not accompanied by a late fee of \$20.00 may be rejected and returned and will be subject to a finance charge of 18% per annum.
6. **RULES AND REGULATIONS:** The **TENANT** agrees to comply with all pertinent rules and regulations of the federal, state and local governments, as well as the rules, regulations, ordinances that may in the future be adopted. The rules, regulations, ordinances and minimum standards of the **INSERT AIRPORT NAME** are made a part of this agreement and shall have the same effect as though written herein, and may be inspected in the Airport Manager's office. In addition, the **TENANT** specifically agrees to abide by the following hangar rules and regulations:

- (a) *The hangar is to be used solely for aircraft storage purposes. There will be no storage of boats, rv's, campers, vehicles, etc. No vehicles will be habitually stored inside the hangar. Exceptions are permitted when the aircraft is out of the hangar on an overnight trip or longer. In case of emergency, vehicle must remain unlocked with key inside or if locked, key provided to FBO.*
- (b) *Storage of gasoline, explosives, or other inflammable material is strictly prohibited.*
- (c) *Aircraft must remain airworthy and in compliance with required annual maintenance inspection.*
- (d) *No open flame devices inside the hangar.*
- (e) *Hangar must remain clean and free of debris.*
- (f) *Will not attach to any part of the hangar any part of a hoisting or holding mechanism.*
- (g) *Will not paint, remove, modify, bend, drill, cut or otherwise alter or modify any part, including electrical, of the hangar.*
- (h) *Will not park or leave an aircraft or automobile on the pavement adjacent to the hangar in a manner which unduly interferes with or obstructs adjacent hangars or aircraft movement areas.*
- (i) *Will not conduct any charter, rental, repair or instructional service, or any other commercial activity in or from a hangar.*
- (j) *Will not lock the hangar with any lock other than the one supplied by the **LANDLORD**.*
- (k) *Will not use, or permit the Hangar to be used, for any unlawful or offensive purpose which might constitute a nuisance.*
- (l) *No signs or advertising matter shall be erected by the **TENANT** without prior written consent of the **INSERT AIRPORT NAME** Board.*
- (m) *The **TENANT** shall keep the leased premises continually in a neat, clean and respectable condition, garbage and refuse of any kind to be removed at **TENANT'S** expense.*
- (n) *The **TENANT** shall not suffer or permit any waste or nuisance on the leased premises, including specifically, but not exclusively, building materials or anything which interferes with the rights of other Tenants or the **INSERT AIRPORT NAME** in connection with the use of portions of the Airport not leased to the **TENANT** hereunder.*
- (o) *Each **TENANT** shall maintain such casualty and other insurance as the **TENANT** deems appropriate to protect the **TENANT'S** interests in their personal property.*
- (p) *There shall be no outside storage of any kind.*
- (q) *No one shall stay overnight in the hangar facility.*
- (r) *Where the aircraft stored in a hangar is owned by multiple parties, all parties with an ownership interest in the aircraft shall sign this Hangar Lease.*
- (s) *In no case shall any hazardous materials of any type be stored within the leased facilities. There shall be no storage of containers of fuel except such fuel within aircraft's fuel tank in the leased facility.*
- (t) **AIRCRAFT MUST BE TOWED FROM/INTO HANGAR. NO STARTING OF ENGINES INSIDE HANGAR.**

- (u) **INSERT AIRPORT NAME** reserves the right to take any action it considers necessary to protect aerial approaches to the Airport against obstruction, together with the right to protect the **TENANT** from erecting or permitting to be erected any building or other structure on the Airport which in the sole opinion of the Airport Board, would limit the usefulness of the Airport or constitute a hazard to aircraft. If it shall be in the public interest, the **INSERT AIRPORT NAME** Board shall have the power to condemn this lease even though it is itself a party to the lease.
- (v) No person on the grounds of race, color or national origin shall be excluded from the right to use the above-described premises if the **TENANT** shall decide to sublet any portion of the premises; That in the construction of any improvements on, over or under the above-described premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of or otherwise subjected to discrimination; and That the **TENANT** shall use the premises in compliance with the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, and all regulations of The Tennessee Department of Transportation, Aeronautics Division and in compliance with the Civil Rights Act of 1964.
- (w) Hangar doors shall be kept closed and locked and all lights shall be turned off except when the facilities are being used.
- (x) One fire extinguisher will be provided in each Hangar. The fire extinguisher shall be properly maintained by **INSERT AIRPORT NAME**.
- (y) The **TENANT** shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the **LANDLORD** in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the **TENANT'S** aircraft; the right of ingress to and egress from the premises, which shall also extend to **TENANT'S** employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.
- (z) This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the **INSERT AIRPORT NAME**.
- (aa) The **TENANT** shall not suffer or permit any waste (not limited to trash) or nuisance on the leased premises, including specifically, but not exclusively, building materials or anything which interferes with the rights of other tenants or **INSERT AIRPORT NAME** in connection with the use of portions of the Airport not leased to the **TENANT** hereunder.
- (bb) There shall be no fueling of aircraft inside of hangar.

7. **HOLD HARMLESS:** The **TENANT** agrees to hold the **LANDLORD** and its agents harmless from any and all claims, liens, penalties, judgments or liability for any injury or death to persons, or damage to property caused by or arising from the use or occupancy of the premises by the **TENANT**, its agents or representatives.
8. **ASSIGNMENT:** The **TENANT** shall not assign this lease or sublet the hangar, or any part thereof, without written permission of the **LANDLORD**.

9. **TENANT'S INSPECTION:** The **TENANT** has carefully examined the hangar and accepts it in its present condition. The **TENANT** assumes the risk of any personal injury or property damages resulting from the condition of; or any patent defects in the premises which could be disclosed by careful inspection.
10. **MAINTENANCE AND REPAIR:** The maintenance and repair of the hangar structure necessitated by ordinary wear and tear shall be the responsibility of the **LANDLORD**. Any maintenance or repair of the hangar necessitated by acts of negligence caused by the **TENANT**, its agents or representatives, shall be the responsibility of the **TENANT**. The **TENANT** agrees to promptly notify the Airport Manager in writing of any unsafe or hazardous conditions which may exist in the hangar. Unless such written notification is given in advance by the **TENANT**, the **LANDLORD** will not be responsible to the **TENANT** for any injuries, loss or damage caused by the lack of maintenance or repair, if such maintenance or repair could have cured the patent hazardous condition. Any improvement or alterations made by the **TENANT** will become part of the Hangar and shall belong to the **LANDLORD** at time of termination.
11. **LANDLORD'S INSPECTION:** The **INSERT AIRPORT NAME** Board or the Airport Manager will periodically inspect the hangars. The **INSERT AIRPORT NAME** Board or the Airport Manager will periodically inspect the hangar and reserves the right to install exterior and interior security cameras deemed necessary by the Airport Board. The **TENANT** will be notified of any violations, or safety or fire hazards noted.
12. **WRITTEN REPORT:** A written report will be submitted to the **TENANT** of any violations, or safety or fire hazards noted.
13. **INSURANCE: THE PARTIES HERETO AGREE THAT THIS LEASE IS A LEASE OF AIRCRAFT STORAGE SPACE ONLY. IT SHALL BE THE TENANT'S RESPONSIBILITY TO INSURE AIRCRAFT, FOR SUCH LIMITS AND COVERAGE AS HE, THE TENANT, MAY DESIRE. THE PARTIES FURTHER AGREE THAT THE CONTENTS STORED IN THE HANGAR SHALL BE DEEMED TO BE IN THE FULL AND EXCLUSIVE CARE, CUSTODY, CONTROL AND POSSESSION OF THE TENANT AND NOT THE LANDLORD.**
- The **TENANT** shall provide aircraft liability insurance coverage in an amount not less than \$1,000,000.00. The **TENANT** agrees to provide and maintain proof of aircraft liability insurance requirements throughout the term of the lease and name **INSERT AIRPORT NAME** as the Certificate Holder and as Additionally Insured. A copy must be on file in the Airport Manager's office.
14. **DEFAULT:** If the **TENANT** shall fail to timely pay his rent, or the **TENANT** violates any of the terms or covenants of this lease in any manner whatsoever, the **LANDLORD** may, after giving thirty (30) days written notice of such default, declare this lease cancelled and all the **TENANT'S** rights therein forfeited. Such notice of default shall be given to the **TENANT** by first-class U.S. Mail, at his last known address, or by posting said notice inside the leased hangar. After a declaration of cancellation and forfeiture has been made, the **LANDLORD** may immediately, without other notice, re-enter and take possession of the premises, using such force as may be reasonably necessary to remove all personal property there from. The **LANDLORD** shall not be liable for any loss or damage to property by reason of said forfeiture and re-entry. The **TENANT** agrees to pay to the **LANDLORD** a reasonable attorney's fee and costs incurred for the purposes of enforcing any of the provisions of this lease.

- 14. TERMINATION:** This lease may be unilaterally canceled or terminated by either party without reason only after giving the other party sixty (60) days advance notice of such termination.
- 15. SEVERABILITY:** If any provisions of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.
- 16. SURRENDER:** Upon termination of this lease by any method, the **TENANT** will yield up the hangar to the **LANDLORD** in as good a condition and repair as it is now, ordinary wear and tear accepted.  
**TENANT** understands and agrees that, should **TENANT** cease to use the hangar for storage of the Aircraft identified below, or a substitute Aircraft acceptable to the Board for a period of sixty (60) days, this Agreement shall terminate regardless of any other provision herein. Unless additional Aircraft used are listed below and each initialed by the **INSERT AIRPORT NAME** Manager (the “Manager”), the hangar may not be used for any purpose other than for storage of the Aircraft, aircraft supplies and materials and equipment for the Aircraft, and “minor maintenance/repair (as described in the FARs)” of said Aircraft.
- 17. ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties and cannot be changed or terminated orally.
- 18. RIGHT OF FLIGHT OR NOISE:** It shall be a condition of this lease, that the **LANDLORD** reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in the said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operating on the airport.
- 19. CREATION OF NO HAZARDS:** That the **TENANT** expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

**INSERT AIRPORT NAME**

\_\_\_\_\_  
**INSERT AIRPORT MANAGER NAME**, Manager

I have read and understand the foregoing, and acknowledge that copies of all **INSERT AIRPORT NAME** rules, regulations, ordinances and minimum standards are available for my inspection in the office of the Airport Manager, **INSERT AIRPORT** Address, **INSERT MUNICIPALITY**, Tennessee. I acknowledge that I have received instructions on the operations and closing of the electric doors, the positions of handles, operation of the vents and operation and placement of the fire extinguishers. I will notify the Landlord, or its representatives, of any changes in my address. I acknowledge receipt of number \_\_\_\_\_ together with the key. (Lock is already placed at hangar). Access Key \_\_\_\_\_.

1)Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip\_\_\_\_\_

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

2)Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Address:\_\_\_\_\_

City, State, Zip\_\_\_\_\_

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

**REQUIRED INFORMATION:**

Aircraft Registration No. \_\_\_\_\_ Aircraft Type\_\_\_\_\_

Insurance Carrier \_\_\_\_\_ Policy Number\_\_\_\_\_

Revised 10/16/18