

CONCORD-PADGETT REGIONAL AIRPORT
AIRCRAFT STORAGE PERMIT

Storage Required: T-Hangar T-10 T-40 T-50 Conventional Hangar Tie-Down

Registered Owner: _____ Mailing Address: _____

Telephone Number: _____ City: _____ State _____

Zip: _____ Email _____

Lessee Name: _____ Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email address: _____

Year, Make & Model of Aircraft: _____ No. of Seats: _____

N# _____

Space Rented: _____ Starting Date: _____ Rental Rate: _____

This Airport Hangar Lease (this "Lease") is entered into this ____ day of _____, 20____, by and between the City of Concord, North Carolina (the "City"), and _____ ("Lessee") for the leasing of an aircraft hangar upon the following terms and conditions:

- LEASE OF HANGAR:** The City hereby leases to Lessee, and Lessee hereby leases from the City, hangar number _____ (the "Hangar") located at Concord-Padgett Regional Airport (the "Airport"). The aircraft stored pursuant to this Lease shall be considered to be based at the Airport. The Airport reserves the right to relocate Lessee to a comparable hangar in the discretion of the Aviation Director.
- TERM OF LEASE:** This Lease shall be for a period of three (3) years, commencing on _____, 20____, upon the terms and conditions set forth herein. Partial months shall be prorated. If Lessee remains in possession without express written agreement as to such holding over the Lessee shall be considered a tenant at will at 150% of the then current rental rate as established by the City, and all other provisions of this Lease shall continue to apply.
- RENT:** The rent for the Hangar shall be \$_____, per month. Lessee shall pay a security deposit equal to one (1) month's rent and such security deposit shall be returned to Lessee within thirty (30) days after the termination of this Lease less any sums due for unpaid rent or for damage to the Hangar, excepting normal wear and tear.

Rent shall be paid in advance for each month the Hangar is assigned to Lessee. The rent shall be due on the first day of each month, without demand, and shall be considered be considered delinquent if not paid by the twenty-sixth (26th) day of each month. Lessee shall pay a late charge of 1 ½ percent on any installment of rent not paid by the twenty-sixth (26th) day of each month. The non-payment of rent shall be grounds for cancellation of this Lease. Utilities shall be paid by the City.

4. USE OF PREMISES: The Hangar is to be utilized as a hangar under the following conditions:

A. Lessee shall abide by the Airport Rules and Regulations, Minimum Standards, City Ordinances, applicable Federal and State statutes, and regulations of the Federal Aviation Administration (“FAA”), including but not limited to those in Exhibit A, as they may from time to time be amended, including environmental laws regarding the handling, discharge, release and dumping of any hazardous substance, and such rules, regulations and ordinances are incorporated by reference into this Lease and made a part hereof.

B. Minor aircraft self-maintenance such as would normally be performed by an aircraft owner by himself or with his own employees without the benefit of an aircraft mechanic is allowed in the Hangar. Lessees possessing a valid mechanic’s certificate or otherwise authorized by the FAA are permitted to maintain their own aircraft in the Hangar. Hazardous activities, including, but not limited to, smoking, welding, painting, doping, open fuel lines, open flames, or the application of hazardous substances are expressly prohibited in the Hangar.

C. No flammable or explosive substances or items are allowed in the Hangar, except as allowed by the Fire Department. Storage of fuel is restricted to the fuel cells/tanks of the stored aircraft. Aircraft may be fueled only in areas designated by the Airport and may not be fueled in the Hangar.

D. Lessee agrees to maintain the Hangar in a clean and orderly condition at all times, and in accordance with all safety and fire codes which may apply to the Hangar, and further agrees to comply with all directives issued by any fire inspector to either the City or the Lessee. The City shall have reasonable access to the Hangar for inspection and emergencies.

E. Lessee shall not use the Hangar for any commercial purpose, including, but not limited to, a charter service, aircraft rental, aircraft servicing, or flight instruction.

F. All aircraft stored in the Hangar must be airworthy, which for the purposes of this Lease means an aircraft with a current annual inspection. Short term storage of non-operational aircraft for purposes of maintenance, repair or refurbishment is allowed.

G. Lessee shall provide and maintain a fire extinguisher within a Hangar at all times.

H. Only locks provided by the City may be used on Hangar doors. Use of other locks shall constitute a breach of this Lease and will be removed.

I. Aircraft may not be parked outside in front of a Hangar on the ramp unattended at any time. Lessee must ensure that the operation of the Hangar doors does not block or otherwise hinder neighboring Hangar access.

J. Limited electrical appliances are allowed in a Hangar with the prior written approval of the Aviation Director and the payment of any applicable fees. Portable fans, small power tools, televisions, refrigerators, coffee makers, powered tow bars, battery trickle chargers, vacuum cleaners, and small air compressors are examples of acceptable appliances. Any appliance not having an explosion-proof motor must be elevated at least eighteen (18) inches above the floor. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, open flame heaters, hot plates, heat lamps and stoves. No extension cords or appliances, except for refrigerators, shall remain connected to any electrical receptacle when the Hangar is not occupied by Lessee. Lessee shall not allow the use of electrical power by any other person.

K. The Aviation Director reserves the right to assign a Hangar most appropriate to the size of the aircraft, and to relocate aircraft to a different hangar.

L. Lessee shall be allowed to park its motor vehicle in its Hangar while the aircraft is out and in use. Any other storage of motor vehicles is prohibited. Motor vehicles may access Hangars only on the approved Hangar ramp and motor vehicles are not allowed to drive on any other Airport ramps. The Lessee shall maintain insurance on its vehicle as required by law. Except as noted above, the Lessee shall not park motor vehicles anywhere on the airport except in the airport parking lot.

M. When the Hangar is not in use by the Lessee, the doors and hatches of all stored aircraft are to be closed and secure and engine plugs shall be installed on each aircraft engine to prevent damage in the event of a discharge of the foam fire suppression system or other event. Keys shall not be left in the aircraft when unattended.

N. No billboards, posters or signs shall be permitted upon the exterior of the Hangar, except as have been approved, in writing, by the City.

O. The Hangar shall not in any manner be used as a permanent or temporary residence.

P. Non-commercial construction of amateur or kit-built Aircraft is allowed in the Hangar so long as it does not involve any activity prohibited by this Lease or by applicable Federal, state and local rules, regulations and ordinances, including, but not limited to, fire and safety codes. Lessee shall complete construction of any Aircraft within twelve (12) months of first entering into this Lease. If construction of the Aircraft is not completed within twelve (12) months then Lessee can apply for an extension of

time of up to six (6) additional months to complete construction, so long as Lessee has been diligently engaged in the construction of the Aircraft during the first twelve (12) month period. If Lessee fails to engage in any construction activities for a thirty (30) day period of time then this Lease shall terminate.

5. ASSIGNMENTS, TRANSFERS AND SUBLEASES: Lessee agrees not to assign, sublet or otherwise lease occupancy or use of the Hangar by parties other than the Lessee. Transfer of this lease to third parties is expressly prohibited.

6. LIABILITY: It is understood and agreed that the use of the Hangar shall be at the sole risk of the Lessee and that the City and Airport will not be held responsible for the aircraft or personal property located in, within or about the Airport or the Hangar, or within or about the Lessee's aircraft, belonging to the Lessee its agents, employees, invitees, or guests, and the City shall not be liable for damage to or theft or misappropriation of any such property, or for damage to the aircraft caused by weather conditions or acts of God, fire, theft, windstorm, rain, lightning, hail, moisture or any other cause.

7. INSURANCE: Lessee shall provide proof of insurance coverage to the City certifying that the following insurance coverage is in effect prior to the commencement of this Lease, and shall maintain coverage in full force and effect until the termination of this Lease:

A. Aircraft Liability Coverage. Lessee shall maintain aircraft liability insurance in an amount of no less than \$1,000,000 each occurrence or accident with \$1,000,000 aggregate. The City shall be named as an additional insured under the liability insurance policy.

B. Form of Policy. All policies of insurance required above shall be written by a qualified insurance company rated "A" or better and be authorized to do business in the State of North Carolina. Each certificate of insurance shall include: (1) a statement that the City is endorsed as a named insured under each policy, (2) a statement of the required dollar limits of coverage, (3) a provision that written notice of cancellation or any material change in coverage shall be delivered to the City at least thirty (30) days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary shall be made without written notice to the City.

8. ALTERATIONS: Lessee shall not alter any existing fixtures or improvements or alter the hangar walls, floor, doors, ceiling, electrical or mechanical systems, or any portion of the Hangar in any manner; nor shall Lessee add fixtures or improvements or in any way modify the Hangar without prior written approval of the City. Lessee shall not attach any hoisting or holding mechanism to any part of the Hangar or pass any mechanism through any part of the struts or beams of the Hangar. Floor mounted electrical retrieval winches, which meet City requirements, may be installed with prior written approval of the Aviation Director. Any and all work approved by the City shall

be at Lessee's sole cost and expense. All fixtures, improvements, and additions made in or upon the Hangar shall remain with the Hangar and become the property of the City at the termination of this Lease, however terminated, without compensation being paid by the City to Lessee.

9. MAINTENANCE: The City shall be responsible for all maintenance to the Hangar and Lessee shall not make any repairs to the Hangar. Lessee agrees to immediately notify the City of any maintenance or repair issues or damage to the Hangar.

10. INDEMNITY: Lessee agrees to indemnify and hold the City and the Airport, and their officers, agents, employees, insurers, successors and assigns, harmless from and against any and all liabilities, judgments, costs, damages, expenses, claims, actions or demands of any kind and nature, by any person whatsoever on account of property damage, injury or death of a person arising from Lessee's use of the Airport or the Hangar, including acts of Lessee's agents, and Lessee shall give the City prompt notice of any such claims filed against Lessee or the City or the Airport.

11. DEFAULT: An Event of Default shall have occurred if: (A) The monthly rental has not been received by the City by the fifteenth (15th) day of each month during the term of this Lease, or (B) Lessee shall default in the performance of its obligations under this Lease or any applicable rules and regulations incorporated within this Lease. Lessee shall have thirty (30) days after written notice by the City to cure any default. Upon the occurrence of an Event of Default and failure to cure, the City, at its sole option, may terminate this Lease and all of Lessee's rights hereunder, and may then at any time thereafter bring an action for possession of the Hangar without prejudice to any other remedy or right of action which the City may have for possession of the Hangar or for rent or damages sustained by reason of the default. The City is hereby granted an express lien upon and security interest in any aircraft and personal property within the Hangar to secure payment of all sums due to the City by the Lessee. Personal property, including aircraft, stored within the Hangar may be sold to satisfy any amounts due to the City. Lessee, at the time of storage, shall disclose to the City any lien holder or secured parties who have an interest in personal property that is stored or will be stored in the Hangar.

13. SURRENDER OF STORAGE SPACE: Upon the expiration or termination of this Lease Lessee agrees to return the Hangar to the City and to remove all of Lessee's goods and effects from the Hangar. Lessee shall leave the Hangar in a neat, clean and orderly condition, allowing for ordinary and normal usage during occupancy. Lessee shall reimburse the City for the repair of any damage to the Hangar. The City is hereby authorized, without liability to Lessee for loss or damage, and at the sole risk of the Lessee, to remove and store any property, including aircraft, left by Lessee in the Hangar at Lessee's expense, or to retain such property, or to sell such property at a public or private sale and apply the net proceeds of such sale to the payment of any sum due to the City by Lessee, or to destroy such property.

14. REGISTRATION: Lessee shall provide to the Aviation Director a copy of the current FAA Registration and/or proof of ownership, suitable to the Aviation Director,

for the aircraft to be stored pursuant to this Lease. If Lessee has a temporary registration or if there is any change of aircraft ownership, Lessee shall notify the Aviation Director within ten (10) days and shall have ninety (90) days in which to acquire a permanent registration or another aircraft before this Lease is cancelled. If the registration is not in the name of the Lessee, then Lessee must provide the Aviation Director with a copy of a valid exclusive lease or other documentation establishing an adequate possessory interest in the aircraft.

15. SECURITY: The Lessee agrees to abide by all Airport security procedures and, if required, to obtain an identification badge issued by the Airport. If identification badges are required, Lessee shall not be allowed in any Airport restricted areas without a valid Airport identification badge.

16. GENERAL PROVISIONS:

A. No waiver of default by the City of any of the terms, covenants and conditions herein to be performed, kept and observed by the Lessee shall be construed or operate as a waiver by the City of any subsequent default of any of the terms, covenants, and conditions contained herein to be performed, kept and observed by the Lessee.

B. All covenants, stipulations, terms, conditions and agreements contained herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

C. Time is of the essence for this Lease.

D. This Lease may be amended only by a written amendment executed by the City and Lessee. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Lease and the Airport Rules and Regulations.

E. Should legal action be necessary to enforce any provision or protect any right or remedy under the terms and conditions of this Lease, the City shall be entitled to recover all costs of collection or removal from the Hangar, including reasonable attorney fees.

F. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

G. All notices required to be given pursuant to this Lease shall be by personal delivery or by United States Certified Mail, return receipt requested, postage prepaid, and shall be addressed to Lessee at the address set forth above, and to the City addressed to Concord-Padgett Regional Airport, Aviation Director, 9000 Aviation Blvd. NW, Concord, North Carolina 28027. Notices mailed to the addresses set forth in this Lease shall be deemed to have been given for all purposes hereunder five (5) calendar days following the date of mailing.

H. Lessee shall never at any time during the term of this Lease become the agent of the City, and the City shall not be responsible for the acts or omissions of the Lessee or its agents.

I. Lessee acknowledges and agrees that it has received or reviewed the City's Airport Rules and Regulations and acknowledges that failure to comply with the Airport Rules and Regulations constitutes an Event of Default hereunder and grounds for termination of this Lease.

This the _____ day of _____, 20_____.

CITY OF CONCORD

LESSEE

By: _____
City Manager: _____

By: _____
Name: _____
Title: _____

ATTEST BY:

ATTEST BY:

Witness

Witness

SEAL

SEAL

EXHIBIT A

REQUIRED FAA CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

The lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

A. The lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to this lease, in the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).