

## **GARAGE LEASE**

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023 herein referred to as Lessor, and \_\_\_\_\_, and having a principal address at \_\_\_\_\_, herein referred to as Lessee.

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

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

E-mail Address: \_\_\_\_\_

### **SECTION ONE - GARAGE BAY AND GROUND SPACE**

Lessor leases to lessee that portion of the airport premises described as follows: Garage

Lessee shall not park cars, vans, trucks or other vehicles on the Airport other than in designated parking areas. Lessee's right to drive on the Airport property shall be governed by City of Ankeny, Polk County Aviation Authority and United States Homeland Security statutes, regulations, rules and directives.

### **SECTION TWO - TERM**

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on January 1, 2012, and ending on December 31, 2012. Lessee shall have the right to lease said garage bay only as long as Lessee has a plane or hangar at the Ankeny Regional Airport, or the garage bay is to be used for an aeronautical purpose.

In the event Lessee requests early Lease termination, Lessee will be required on the date of requesting Lease termination to: (1) not be in default under the Lease; and (2) tender a check for three months rental payments or the remainder of the Lease term, whichever is less. Provided, however, in the event that a replacement Lessee is found for the garage Lessee shall be required to pay rental payments only until commencement of the term of the replacement Lessee.

### **SECTION THREE - RENTALS AND CHARGES**

At the time of the execution of this Lease Agreement, Lessee shall pay to Lessor the sum of One Hundred-Five Dollars (\$105.00) to be held and disbursed as a rental deposit.

Upon the termination of this Lease, absent any damages beyond the normal wear and tear to the leased premises, failure to return keys requiring an expense to rekey, or absent any default or violation of the provisions of this Lease which allows Lessor to retain all or a part of the security deposit, Lessor shall refund Lessee's security deposit in accordance with applicable state and local laws. In the absence of any state or local laws regarding the returning of security deposits, and upon the above conditions being met, Lessor shall refund Lessee's security deposit within thirty (30) days of the date of termination of this Lease. Also, in the absence of any state or local laws, if Lessee gives Lessor an incorrect or incomplete forwarding address, or if Lessee does not give Lessor a forwarding address, and Lessor is unable, after reasonable investigation, to determine Lessee's new mailing address within sixty (60) days from the date of termination of the Lease, the security deposit shall become the unconditional property of the Lessor.

Lessee agrees to pay Lessor for the exclusive use of the Garage Bay the sum of One Thousand Two Hundred Sixty Dollars (\$1,260.00) per annum, computed at the rate of One Hundred-Five Dollars (\$ 105.00) per month. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

In the event of continued possession by Lessee, beyond the expiration of its tenancy (and absent a written agreement by both parties for an extension of this lease, or for a new lease) Lessee shall pay rent in a monthly amount

equal to One Hundred Fifty Percent (150%) of the monthly rental amount.

In the event the leased premises or the means of access thereto shall be damaged by fire or other cause, the rent shall not abate, provided that the hangar is not rendered untenable by such damage. In the event the leased premises is rendered untenable and the Lessor elects to repair it the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate.

#### **SECTION FOUR - PROHIBITED ACTS**

- a. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's vehicle, which is in the vehicle when it is housed on the leased premises. No open flames or devices, including but not limited to propane or kerosene heaters that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.
- b. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.
- c. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.
- d. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.
- e. Lessee shall not use the leased premises for the operation of a business or in support of a business operation, unless said business operation supports a flight department or has an aeronautical purpose.

#### **SECTION FIVE - MAINTENANCE AND UTILITIES**

- a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.
- b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the Garage Bay used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the Garage Bay in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

#### **SECTION SIX - STATUTES, ORDINANCES, LICENSES, RULES AND REGULATIONS**

Lessee shall obtain, at its own expense, all necessary licenses and permits. Further, Lessee shall comply with all federal, state and local laws and ordinances. Further, Lessee shall comply with all the terms and conditions of any bonds used to acquire any airport property and with all rules and regulations promulgated by Lessor.

Lessee shall at all times comply with all applicable federal, state and local environmental laws and regulations with regard to the Ankeny Regional Airport.

Lessee shall indemnify, defend and hold Lessor harmless against and with respect to any and all damages, claims, losses, liabilities, fines, penalties, and expenses of any kind, including without limitation, reasonable legal and consulting expenses (including attorney and expert fees and the costs of litigation before any court or agency), incurred by Lessor or which are asserted against or imposed upon Lessor by any other party (including without limit any governmental entity) to the extent the event or environmental condition was caused or contributed to by Lessee's activities on or use of the Airport.

## **SECTION SEVEN - WAIVER**

Lessee shall, at Lessee's expense, be solely responsible for securing at its own expense whatever insurance coverage it may desire on the contents of the Garage Bay. Lessor assumes no responsibility for loss of use, damage or destruction of personal property or injuries to persons occasioned by Lessee's use of the leased premises. Lessee's signature below is a waiver of any liability on the part of Lessor to Lessee and/or its invitees arising out of Lessee's occupancy and/or use of the leased premises.

## **SECTION EIGHT - INDEMNIFICATION OF LESSOR**

Lessee agrees to pay Lessor, indemnify Lessor and hold Lessor harmless against any and all liability for injuries to persons or damage to property caused by Lessee's negligent use of or occupancy of the leased premises or caused by the negligence of any Lessee's employees, officers, agents, guests or invitees; provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its agents or employees and provided further that Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest, and Lessee shall do the same regarding prompt and timely notice.

To the extent permitted by law, Lessee hereby releases Lessor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Lessor, from and against any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any Lessee liability or workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the term of this Agreement. Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Lessee to recover thereunder.

## **SECTION NINE - TERMINATION BY LESSOR**

If Lessee fails to make any payment due under this agreement within ten (10) days of the date on which such payment is due, or cure any other event of default within ten (10) days, Lessor, at its option, may terminate this agreement and take possession of so much of Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid. Lessor shall also have the right to immediately terminate this agreement in the event Lessee performs or allows to be performed any prohibited activities on the premises.

## **SECTION TEN - INSPECTION BY LESSOR**

Lessor or its agent may enter the premises now or hereafter leased exclusively to Lessee at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this agreement, and to assure the safety of other Garage Bay Lessees and airport users.

Lessor shall maintain the building and appurtenances; provided however, that Lessor shall not be obligated to make repairs occasioned by the negligent uses or action of Lessee. If Lessor determines that the necessary repairs are the result of Lessee's negligence, Lessor shall notify Lessee in writing and Lessee shall have thirty (30) days within which to complete the repairs. If the repair is not completed in the allotted time, Lessor may have the damage repaired and bill Lessee for the cost.

## **SECTION ELEVEN - ASSIGNMENT AND SUBLETTING**

Lessee shall not at any time assign or sublet its rights under this agreement or any part thereof without the written consent of Lessor. No such assignment or subletting shall release Lessee from its obligations to pay any and all of the rentals and charges set forth in this agreement.

**SECTION TWELVE - SUBORDINATION**

This agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States and/or the State of Iowa 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.

In witness whereof, each party to this agreement has caused it to be executed at Ankeny, Iowa, on the date indicated below:

LESSOR

LESSEE

POLK COUNTY AVIATION AUTHORITY \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_