

T-HANGAR RENTAL AGREEMENT

Crossville Memorial Airport Crossville, Tennessee

This Agreement made this _____ day of _____, 20____, by and between the City of Crossville, Tennessee, as "Owner", and _____, hereinafter referred to as "Renter", the owner of, or person responsible for, aircraft N_____, a (Make and Model) _____.

The hangar space designated as **Number** _____ will be rented to the Renter, provided all of the following stipulations, rules, and safety regulations are agreed to and followed.

1. Rent will be paid monthly in advance by the 10th day of the month. The rent will be \$ _____ per month.

2. The hangar space covered by this agreement will be used solely for the purpose of housing and protection of Renter's aircraft identified above. For purposes of this agreement, an aircraft is defined as a machine intended for, and capable of, aerial flight, and which is flightworthy and currently meets all of the requirements for regular flight of the Federal Aviation Administration. This includes, but is not limited to, registration and current licensing. If Renter's aircraft ceases to meet these requirements, Renter must vacate the hangar. In addition, if the renter sells his/her aircraft and does not purchase or lease another one within six months, renter will give up the hangar and be placed at the bottom of the waiting list. Temporary (up to 60 days) exceptions may be made by the City Manager upon request by Renter in the case of extenuating circumstances. Personal property not directly related to the aircraft, i.e., furniture, automobiles, motorcycles, etc., shall not be stored in the hangar, except that a personal automobile used as transportation to and from the airport may be stored in the hangar while the aircraft is being flown by the renter. All storage areas included in this lease are subject to the same terms and provisions of this lease, including, without limitation, the prohibition that personal property not directly related to the aircraft, i.e., furniture, automobiles, motorcycles, etc., shall not be stored in the storage areas.

3. The occurrence of anyone or more of the following shall constitute a default by Renter:

(a) Renter fails to pay the rent when due. If the Renter is 30 days late in payment, a 10% late fee will be added. If the Renter is 60 days late, the Renter will forfeit his/her hangar;

(b) Renter breaches any other provision of this agreement and such failure continues for ten (10) days after written notice thereof by Owner; or,

(c) Renter makes any general assignment for the benefit of creditors, Renter is subject to a petition for Bankruptcy or reorganization, or Renter's aircraft located on the Premises is subject to attachment, execution or other seizure. In the event of a default by Renter, Owner shall have the right to re-enter the premises and remove Renter and Renter's possession without termination of this Agreement and Renter shall remain liable for rental applicable to any subleases of the premises. In addition to all other remedies available to Owner, Owner shall have the right to take possession of Renter's aircraft located on the premises and to have a lien thereon, as provided under Tennessee Statutes, and to retain possession of such aircraft until any rentals due have been paid in full by Renter. In the event that Owner shall be required to engage legal counsel for the enforcement of any of the terms of this Agreement, whether such employment shall require institution of suit or other legal services required to secure compliance on the part of the Renter, in addition to all other amounts, the Renter shall pay the reasonable value of said attorney's fees, all court costs, litigation taxes, and any other expenses incurred by the Owner as a result of such default. All litigation for the enforcement of this Agreement shall take place in Crossville, Cumberland County, Tennessee, and shall be governed by the laws of the State of Tennessee.

4. Flammable material will not be stored in the hangar, even for a short period of time. Rags, papers, trash and all items must be disposed of, (or stored properly as the case may be), immediately after use.

5. The Renter may change the oil in his aircraft if he chooses to do so. Any spills must be cleaned from the hangar floor and tarmac immediately and the used oil disposed of in the manner and location specified by the management.

6. Aircraft engines and fuel tank areas will be kept five (5) ft minimum distance from all electrical wiring, devices, and equipment within the hangar bay.

7. Aircraft batteries shall not be charged where installed in an aircraft located inside or partially inside a hangar.

8. Mobile servicing equipment, such as battery chargers, work lights, or extension cords, not suitable for Class 1, Division 2 locations, shall not be operated within five (5) ft of an aircraft's engines or fuel tanks.

9. The aircraft will not be started inside the hangar. It must be pulled clear of the hangar doors before starting engine(s).

10. When the aircraft is removed from the hangar for the purpose of flight, the hangar doors will be closed and locked.

11. When taxiing in the hangar area, the aircraft will be kept at an absolute minimum speed, best described as a "slow walk."

12. Renter of hangar space is responsible for the cleanliness of the hangar and for any trash which may come from his aircraft and/or hangar and come to rest on the ramp outside his hangar. Periodic inspections will be made of all hangars by the Owner, or his representative, and by the Crossville Fire Chief. The Renter will open his hangar at any time upon request for these inspections.

13. Renter will supply the lock for his hangar and will have the only access to his hangar, except for inspections as stated in the item above.

14. THIS AGREEMENT IS NOT TRANSFERABLE. In the event the Renter discontinues or terminates use of the hangar space whether voluntarily or involuntarily, the hangar space returns to the control of the Owner and this agreement terminates. Owner maintains a waiting list for T-hangars, and available hangar space is rented on the basis of this list.

15. The Renter of the hangar space, designated in this agreement, cannot under any circumstances, sublease or rent this space to anyone else.

16. If, for any reason, the aircraft owned by the Renter of this agreement should leave the field for any reason, including, without limitation, for maintenance, recovering, or damage elsewhere, for more than 90 days, this rental agreement is canceled and the hangar space returns to the control of Owner.

17. The Renter agrees to hold the fixed base operator and the City of Crossville harmless for any damages to his aircraft while said aircraft is stored in the hangar space. The fixed base operator maintains liability insurance to cover any damage to any aircraft that is caused by direct action of fixed base operator personnel. However, inasmuch as the fixed base operator has limited access to the T-hangars, the fixed base operator does not accept any liability for the aircraft covered in this agreement. The Renter must supply a waiver of subrogation to Owner from his/her insurance company concerning liability and damage to the aircraft. The Renter must carry a minimum of \$1,000,000 liability for personal injury, death and property damage, naming owner thereon as an additional insured. A copy of such policy or proof of insurance must be forwarded to Owner.

18. The Renter will follow the Federal Aviation Regulations at all times while based at Crossville Memorial Airport. The Renter understands that any violations of the Federal Aviation regulations must be reported to the FAA. Renter shall abide by all laws and regulations applicable to the airport and Renter's use of the same as well as the Charter and City Code of the City of Crossville. Renter shall abide by all policies promulgated by the City of Crossville with regard to the hangars, the airport, and all matters relative thereto.

19. Renter assures City that no person shall on the grounds of race, color, national origin, sex or creed as provided by Title VI of the Civil Rights Act of 1974, the Civil Rights Restoration Act of 1987 (PL 100.259), and Section 520 of the Airport and Airway Improvement Act of 1982 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Renter further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not.

20. This agreement shall be for an unspecified period. Either party may cancel this agreement by giving thirty (30) days notice. Rental rates are subject to change but Renter will be given a thirty (30) day notice of any change and shall have the right to terminate this contract.

21. All notices shall be in writing and sent by United States certified or registered mail, return receipt requested, and shall be addressed as follows: To Renter at _____ and to Owner at City of Crossville, ATTN: City Clerk, 392 N. Main St., Crossville, Tennessee 38555-4275.

22. This agreement contains the entire agreement between the Owner and Renter and it shall not be changed except by written agreement signed by the parties hereto. Notwithstanding the forgoing, or anything herein to the contrary, Owner reserves the right to promulgate, from time to time, and within its sole and unfettered discretion, rules and regulations regarding the subject hangar and use thereof, to which rules and regulations the undersigned Renter shall be bound, even if contrary or in addition to the terms and provisions of this Lease, except that Owner shall provide thirty (30) days written notice to Renter prior to the enforcement of any such subsequent rules and regulations. Further, Renter's agents, representatives, invitees, and guests are bound in every respect to the terms and provisions of this Lease, and all applicable laws, while upon airport property.

I (we) have read and understand the above stipulations, rules and regulations pertaining to the rental of hangar space at Crossville Memorial Airport, and do agree to abide by them.

RENTER:

The City of Crossville, Tennessee, does hereby rent the hangar space specified in this agreement to the Renter above per the stipulations, rules and regulations of this agreement.

CITY OF CROSSVILLE

By: _____

Its: _____