

**CARLTON COUNTY-CLOQUET AIRPORT &
CARLTON COUNTY-MOOSE LAKE AIRPORT**

HANGAR LEASE AGREEMENT

Mailing Address: 1630 County Road 61
Carlton MN 55718

THIS AGREEMENT entered into this ____ day of _____ by and between **CARLTON COUNTY** herein called **LESSOR** and _____, herein called **LESSEE**.

The following terms and conditions shall govern the rental by Lessor of Hangar space to Lessee:

1. TERMS: This agreement shall commence on _____ and remain in effect for a period of one month. Thereafter this agreement shall continue in effect from month to month, being automatically renewed after each month unless 30 days' notice is given by either party that the agreement should not be renewed.

2. RENT: Lessee shall pay, as rent for the use of the described Hangar, the amount of \$_____ per month, payable in advance on the first day of each month. Rent may be changed from time to time by Lessor upon 30 days' written notice to Lessee.

3. PREMISES: The premises leased shall be the Hangar located on Carlton County premises at the _____ Airport, designated as _____, together with reasonably necessary rights of access across Lessor's adjoining areas.

4. MAINTENANCE of premises and services to be provided: Lessor will maintain the structural components of the Hangar including doors and door mechanisms. In addition, Lessor's employees **will not** on request provide the service of moving Lessee's aircraft in and out of the Hangar.

Lessee shall be responsible and liable for any damage to the hangar caused by Lessee's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, doors damaged due to Lessee's improper or negligent operation.

5. LIABILITIES: Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored in the Hangar, except for such damages as may be caused by movement of the items by Lessor's employees, except that if Lessee participates in any way or gives instructions to Lessor's employee, Lessor shall not be liable in any way for damage to the aircraft. Lessee shall be liable for any damage to Lessor's property and/or other stored items arising from Lessee's negligence.

6. USE of PREMISES: The Hangar hereby leased shall be primarily used for the storage of aircraft and for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic according to FAA regulations. Lessee agrees to properly dispose of all Lessee pollution materials such as motor oil and fuel as to comply with the Minnesota Pollution Control Agency General Storm Water Runoff Pollution Program. Lessee further agrees that no commercial aviation activities will be conducted on Carlton County Airport premises without express approval of Carlton County Airport Commission recommendation to the Carlton County Board of Commissioners. This includes, but is not limited to, aircraft rental, charter, leasing, flight instructions, aerial survey/photography work, etc.

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HANGAR LEASE AGREEMENT
(continued)

7. SUBLEASE/ASSIGNMENT: The hangar hereby rented will not be subleased by Lessee, nor will this lease be assigned without the express approval of the Airport Manager/Carlton County Airport Commission.

8. TERMINATION: This agreement may be terminated by either party upon 30 days written notice of non-renewal as provided for in Paragraph 1 above. In addition, Lessor may terminate this agreement during the course of a monthly term upon the occurrence of any of the following, which shall constitute a breach of this lease agreement by Lessee:

-Rent if not paid by the 25th of any month.

-Lessee has failed to comply with any conditions of this lease and has not reasonably corrected the deficiency upon notice by Lessor.

In the event of such breach, Lessor shall notify the Lessee of termination in writing. Lessee shall have three (3) days to remove his aircraft from the Hangar, after which Lessor is hereby specifically authorized to remove the aircraft, without further obligation to Lessee or liability for aircraft removed.

9. COMPLIANCE: Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of applicable airport regulation and measures, including the Carlton County Airport Minimum Standards and Rules and Regulations.

10. SECURITY: Security of the hangar itself shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Hangar. Lessor agrees that the key will be used by Lessor in case of emergency, or to facilitate servicing the aircraft in accordance with Lessee's instructions. Lessor has the right to inspect the hangar at anytime. Lessor shall not be liable for theft, vandalism, or pilferage to any items stored in the Hangar except Lessee's aircraft and then if and only if it can be shown that the Hangar had a functional lock or locking device and was left unsecured by Lessor's employees after having been opened or unlocked using the key provided Lessor in accordance with this paragraph.

LESSOR: CARLTON COUNTY

LESSEE

By _____
Airport Manager

By _____
Signature

Address _____

City/State/Zip _____

Phone _____

Signature