

AIRPLANE HANGAR LEASE AGREEMENT

THE STATE OF TEXAS { }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ECTOR { }

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between **ECTOR COUNTY**, with its principal offices in Odessa, Texas, herein called **LESSOR**, and _____, _____, _____ herein called **LESSEE**.

WITNESSETH:

For and in consideration of the covenants and agreements herein set forth to be kept and performed by the parties hereto, it is agreed by and between the parties hereto as follows;

1.

Lessor hereby rents, lets and leases unto Lessee the exclusive use, possession, occupancy, control and enjoyment of that certain T-Hangar No. or No.s _____, located at Lessor's property, adjacent to the Ector County Airport in Ector County, Texas to be used solely for any noncommercial aeronautical activity which must be made known to and agreed by Lessor and for no other purposes. Lessor leases to Lessee on a month to month basis commencing on the _____ day of _____. Either party may terminate this lease with cause (30) days with written notice, or without cause (120 days) with written notice. Lessee shall not use the premises for any purpose other than authorized herein without the prior written consent of Lessor.

2.

Lessee does hereby agree to pay Lessor at _____, a monthly rental of \$_____ Dollars in cash payable monthly in advance or at the option of Lessee an annual rental of \$_____ Dollars payable annually in advance. Ector County reserves the right to increase the rental fee by giving Lessee thirty (30) days written notice of the increase.

3.

Lessee agrees to abide by all rules and regulations set forth by Lessor and as amended from time to time by Lessor.

4.

Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar. Such fire extinguisher(s) shall be readily accessible in the event of a fire.

5.

Lessee agrees to not make any additions or modifications to the Hangar unless agreed upon by both parties in writing. In event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this lease, shall become the property of the Lessor.

6.

Lessee agrees that he will not operate any nonaviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such nonaviation related business or activity must be so established by a separate contract.

7.

Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee.

8.

Lessee accepts such premises as suitable for the purpose for which same are leased and waives any and all defects therein, if any, Lessee also agrees to keep the premises clean and free of any hazardous debris and to return the premises to Lessor at the expiration of this lease in a condition comparable to the present condition of the premises save and except for ordinary and normal depreciation.

9.

Lessor is under no obligation to provide insurance coverage on aircraft kept by Lessee in the hangar hereinabove described, or parked on Lessor's premises or the contents contained therein, except such insurance coverage as may be required of Lessor by Law.

10.

If, during the term of this lease, as the same may be extended and renewed, the premises herein let are destroyed by fire or other accident, or any Act of Providence, or are partially destroyed so as to cause them to be wholly unfit for occupancy, or if they are so badly destroyed that they cannot be repaired with reasonable diligence within thirty (30) days of such destruction, then this lease shall terminate as of the date of such destruction, at Lessor's option, and Lessee shall immediately surrender the premises to Lessor, and shall not be liable for any rental payments as hereinabove provided becoming due after the date of such destruction, but to the contrary shall be entitled to receive from Lessor the rebate of all unearned rental theretofore paid by Lessee; but in the event the premises may be repaired within thirty (30) days, and should Lessor elect to make the required repairs, (such election to be made and notice thereof given to Lessee within ten (10) days after the occurrence of such destruction) Lessor may re-enter upon said premises and make such repairs, and the rental payments, or a just and proportionate part thereof, determined by the extent of the damages, shall be abated during the period said repairs are being made. It is understood that Lessee shall not be entitled to compensation or damages from Lessor on account of said destruction, except the abatement of rental payments as herein provided and no allowance whatever on the rental payments shall be made for a partial destruction of the premises which does not prevent Lessee from carrying out its purposes for which the lease is made, even though Lessee may be inconvenienced thereby.

11.

Notwithstanding anything to the contrary contained herein or any representation made by Lessor or its agents, Lessee hereby covenants that he shall not open the door (s) to the leased premises if wind velocity, whether constant or in gusts, shall be forty (40) miles per hour or greater. Lessee hereby agrees that he shall exercise reasonable caution concerning opening said door (s) during the time windy conditions exist or are forecast to exist. Lessee hereby agrees to close said hangar doors when the hangar is unattended. Lessee further agrees to save Lessor harmless for claims arising out of damage to the property contained or stored in the leased premises or adjoining premises, due to a violation of the terms of this paragraph by Lessee.

12.

Lessee shall not assign this agreement or underlet, sublet or sublease the premises, or any part thereof without the consent of the Lessor in writing; or occupy or permit or suffer the same to be occupied for any purpose deemed extra hazardous on account of fire.

13.

Payment of rentals is due by the 10th of the month. In the event payment is not received by the 15th of the month, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises and damages occasioned by such default.

14.

To secure the performance of the covenants on Lessee's part herein contained, Lessor does hereby reserve unto itself a landlord's lien upon all of the furnishings, fixtures, machinery, equipment and other chattels placed by Lessee in or upon the premises.

15.

In the event lessee breaches any of the terms of this agreement, whereby the Lessor employs an attorney to protect or enforces its right whereunder and prevailed, then the Lessee agrees to pay the Lessor reasonable attorney fees so incurred by the Lessor.

16.

This Agreement is to be construed under the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in Ector County, Texas.

17.

Payment of rentals is due by the 10th of the month. In the event payment is not received by the 15th of the month, Lessor shall have the right and privilege to charge a "late charge". A late fee of 25% of rental payment may be imposed.

18.

The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

The terms, conditions and provisions of this contract shall extend to and be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

LESSOR:
ECTOR COUNTY
By: _____

Its: _____
LESSEE: _____

THE STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of ECTOR COUNTY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for Ector County, Texas

THE STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for Ector County, Texas