



**Morehead Rowan County, Clyde A. Thomas, Regional Airport
Hangar Rental Agreement 1800 Rodney Hitch Boulevard
P. O. Box 934, Morehead, KY 40351**

This agreement entered into this _____ day of _____, 20____ by and between the Morehead-Rowan County Airport Board, herein called Lessor, and _____, herein called Lessee.

The following terms and conditions, shall govern the airplane hangar rental space by Lessor to Lessee:

- 1) **Premises:** The premises subject of this Agreement shall be Airplane Hangar Number _____, located at Morehead-Rowan County Airport, Rowan County, Kentucky referred to in this agreement as “the Hangar Space.”
- 2) **Term:** This Agreement shall be based on a month-to month term, automatically renewed unless an event of default occurs, or either party gives notice to the of intent that the hangar space be vacated.
- 3) **Rent:** Lessee shall pay as rent for the use of the hangar space the amount of **\$170.00** per month, payable in advance on the first day of each month. If payment is made **after the fifth day of the month** Lessee shall pay **\$187 (10% late fee)**. Rent may be changed from time to time by Lessor upon 45 days’ notice to Lessee. Rent shall be payable to the Morehead-Rowan County Airport Board and may be left with the FBO, or mailed to: Morehead-Rowan County Airport Board, P.O. Box 934, Morehead, KY 40351.
- 4) **Lessee’s Liability:** Lessee shall be liable for any damage to the hangar, including but not limited to bent or broken interior walls, damage to floors due to fuel or other fluid spills, and/or damage due to improper or negligent operation, whether damage be caused by Lessee, or their assigns, guests or visitors, invitees or licenses. Lessee is exclusively liable for all property of Lessee or any other property permitted by Lessee to be stored in the Hangar Space and/or utilized on Airport property, and bears 100% risk of loss to any property so stored and/or operated, to the express exclusion of Lessor. Lessee shall be liable for any damage to any property other than his/her own property located on Airport property arising from Lessee’s negligent, reckless or wanton acts including but not limited to conduct of any unauthorized activities on the Airport property, or storage of hazardous materials including but not limited to petroleum products or paint.
- 5) **Use:** The Hangar Space is intended to be utilized exclusively for the storage of aircraft owned or under the exclusive control or Lessee, and equipment relative to the operation of that aircraft. Only routine owner maintenance not requiring the service of a licensed A/P mechanic is permitted within the Hangar Space without the written approval of the Airport Board. No commercial activities, expressly including commercial aviation activities such as aircraft leasing, charter, maintenance, equipment sales and/or installation, flight instruction, and aerial surveying/photography work, etc. may be based on the Airport Premises without the prior written approval of the Airport Board. Lessee may not store hazardous chemicals in the hangar. This includes, but is not limited to oil and fuel, except as is stored within the aircraft’s tanks and

engine. Electricity for the hangar is provided by the Airport Board for the purpose of providing lighting to the interior and exterior of the hangars, and for the restricted casual use of occupants. Lessee is expressly prohibited from using Airport electricity in a wasteful manner. The Airport Board may access an excessive electricity use fee for violations of this provision. Violation may result in default.

- 6) **Modification:** No modification of any kind may be made to the hangar or its systems without the written approval of the Airport Board.
- 7) **Assignment of Rights:** The Airport Board reserves the right to assign its interest under this Agreement. Lessee may not sublet or assign its rights to any party without prior written approval of the Airport Board. For the purpose of this agreement, Lessee shall be considered to be subletting the Hangar Space if Lessee permits anyone other than himself or herself to store any object or material in the Hangar Space.
- 8) **Termination:** This agreement may be terminated by either party upon 30 days written notice of non-renewal as provided in section 2 above. In addition, Lessor may terminate this agreement during the course of a monthly term, if rent is not paid by the 10th of the month or Lessee has failed to comply with the any conditions of this agreement, which shall constitute a default of this agreement.
- 9) **Liability:** Security of the Hangar Space itself shall be the exclusive responsibility of the Lessee. Lessee hereby acknowledges that the Lessor or Lessor's assigns will enter the building only to facilitate servicing or in the event of an incident or emergency which makes it necessary for Lessor to gain entry. Lessor has the right to inspect the interior of the Hangar Space at any time. Lessee acknowledges that Lessor is not responsible for any acts of theft, vandalism, terrorism, or any other action resulting in injury or damages to Lessee, Lessee's assigns, invitees, or licenses, or to any property thereof.
- 10) **Insurance:** Lessor may obtain insurance to cover the hangar building but will not insure the contents. Lessee may insure the contents of the Hangar Space, but will not insure the building. **Lessee shall maintain liability insurance on the Aircraft.** Within ten days after the effective date of this agreement, **the Lessee shall provide Lessor with a certificate showing proof of such insurance.** Lessee shall notify Lessor of any change in the coverage, including **termination**, and will do so at least ten days prior to the effective date of the change.
- 11) **Attorney's Fees:** In the event the Owner is compelled to take legal action against Lessee to assert any legal right under this Hangar Rental Agreement, Lessee shall pay Owner's reasonable legal fees and expenses so incurred.
- 12) **Governing Law and Jurisdiction:** This Agreement is made, executed and entered into in the Commonwealth of Kentucky and shall be construed and enforced under the laws of the Commonwealth of Kentucky. It is acknowledged and agreed that any legal action to construe, interpret, and/or enforce the terms of this Agreement shall be subject to the jurisdiction of the Commonwealth of Kentucky and specifically the Rowan Circuit Court.

Page 3: Please fill out all information.

Lessor by Bruce Mattingly - Secretary-Treasurer

Date

Lessee Sign _____

Lessee Print Name _____

Date

Email address _____

Street Address

City

State

Zip

Mailing Address

City

State

Zip

Cell Phone

Home Phone

Employer Phone

Employer _____

Employer Address _____

Airplane Insurance Carrier

Policy#

Expires

Airplane Tail Number _____

Registration _____

Mfg of Airplane _____

Year and Model Number _____

Comments

Name of person filling out paperwork