

Customer Number \_\_\_\_\_

T-Hangar No. \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF TARRANT §

LEASE AGREEMENT  
KNOW BY ALL THESE PRESENTS:

THIS LEASE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, BY AND

BETWEEN THE CITY OF ARLINGTON, a municipal corporation of Tarrant County, Texas, hereinafter called

“CITY”, and \_\_\_\_\_, hereinafter called “LESSEE”,

FOR AND IN CONSIDERATION of the payment of \$230.00 per month, payable on the first day of each month, CITY agrees to lease, on a month to month basis, the above designated T-Hangar, T-Hangar storage/office Area, or Tie Down Space, at the Arlington Municipal Airport, hereinafter called “AIRPORT”, subject to the conditions and covenants herein contained, and to be used for the following purpose(s):

Aircraft Make/Type \_\_\_\_\_ Registration Number \_\_\_\_\_

Registered Owner (If Different From LESSEE) \_\_\_\_\_

Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

LESSEE Address \_\_\_\_\_

Mailing Address, if different \_\_\_\_\_

Email address \_\_\_\_\_ Aircraft Insurance Company \_\_\_\_\_

LESSEE covenants with CITY as follows:

- I. LESSEE agrees to notify Airport Manager, in writing, within ten (10) days, of any change in the information furnished herein. Any notice directed to the LESSEE hereunder shall be mailed by ordinary mail to the LESSEE at the address given in this instrument, or at such other address as the tenant may have in writing furnished to the CITY.
- II. LESSEE agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Texas, City of Arlington, and any other duly constituted public authority having jurisdiction over the AIRPORT. LESSEE shall comply with all health and safety laws, requirements of any other City of Arlington policies, laws, codes, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the AIRPORT.
- III. LESSEE shall not sublet or furnish to any other person any office space, aircraft storage, or any other right or privilege in or on any AIRPORT property without the prior written consent of the Airport Manager. LESSEE shall not conduct any commercial activity on or from the hangar.

- IV. LESSEE agrees to accept all facilities on the leased premises in the condition in which they are found. CITY hereby disclaims and LESSEE hereby accepts CITY'S disclaimer of any warranty, express or implied, of the conditions or fitness for use of tie-down apparatus or T-hangar.
- V. LESSEE shall furnish such equipment as may be necessary to properly secure his or her aircraft, T-hangar (storage areas included) or tie-down. LESSEE agrees to be solely responsible for setting brakes, placing chocks, tying down or otherwise securing his or her aircraft.
- VI. LESSEE shall furnish a fire extinguisher in accordance with the "Hangar Use and Ancillary Storage" policy. LESSEE agrees to properly mount the extinguisher in the hangar, and to ensure annual certification is performed on the extinguisher. In the event an extinguisher is provided with the hangar, LESSEE assumes responsibility for ensuring annual certification is performed on the extinguisher.
- VII. LESSEE covenants and agrees that he will not hold CITY or any of its agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangars, T-hangars, offices, aprons, field, or any other location at the AIRPORT, whether caused in part by the negligence of CITY or its officials, officers, agents or employees; and LESSEE agrees that the aircraft and its contents are to be stored at LESSEE'S risk whether on the field or in the hangars or elsewhere.
- VIII. LESSEE does hereby agree to waive all claims, release, indemnify, defend and hold harmless the CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of LESSEE, its officers, agents, employees, invitees or other persons with regard to this agreement and such claims and demands. LESSEE agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys fees for injury to or death of any person or for damage to any property arising out of or in connection with this agreement. Such indemnity shall also apply when the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of CITY, its officers, officials, agents or employees and whether said negligence is contractual comparative negligence, concurrent negligence, gross negligence or any other form of negligence. It is the express intention of the parties hereto, both LESSEE and CITY, that the indemnity provided for in this paragraph is indemnity by LESSEE to indemnify and protect CITY from the consequences of CITY'S own negligence.
- IX. LESSEE agrees that in the event of any misrepresentation or default by LESSEE regarding any of the obligations of this Agreement CITY may ground all aircraft and padlock or otherwise secure all facilities of LESSEE herein leased. LESSEE further covenants and agrees that LESSEE will, upon failure to pay the rental hereinabove agreed upon, yield up unto CITY all and singular the leased premises in good condition, reasonable use and wear and tear excepted. LESSEE further covenants and agrees that if LESSEE shall fail to pay rental hereinabove agreed upon, CITY may lawfully at any time thereafter without notice enter upon the leased premises or any part thereof and remove LESSEE'S aircraft therefrom, forcibly, if necessary, without being taken or deemed guilty of any manner of trespass, and without prejudice to any legal remedies which might otherwise be used by CITY for possession of said premises or for arrears of rent, and that upon entry as aforesaid the right of LESSEE under this lease shall cease.
- X. CITY may terminate this Agreement, with or without cause, on delivery of written notice to the LESSEE at his last known address and upon refunding the LESSEE a pro-rata amount of the storage charges heretofore provided for the unexpired portion of the month following the date of such termination; and upon such termination the LESSEE shall immediately remove said aircraft and any other objects from the AIRPORT.

- XI. CITY shall have the right to enter said premises at any time for inspection or repairs, additions or alterations necessary for the safety, improvement, or preservation of the leased premises. The Airport Manager shall be furnished a key to the leased premises.
- XII. LESSEE shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the hangar, including the addition of utilities.
- XIII. LESSEE warrants that each T-hangar or Tie Down leased by LESSEE shall house an obvious airworthy aircraft and should such aircraft become disabled by reason of an accident, incident or wear and tear, such aircraft shall be returned to airworthy status within sixty (60) days after any event causing the aircraft to become disabled.
- XIV. No person shall keep or store any flammable liquids, gases, signal flares, or other similar material in the hangars, or in any building on the AIRPORT; except that such materials may be kept in aircraft for reasonable use, or in rooms or areas specifically approved for such storage by the Airport Manager and the Arlington Fire Department. Storage shall be limited to those items identified in the "Hangar Use and Ancillary Storage" policy.
- XV. The following events shall be deemed to be events of default by LESSEE under this lease:
  - A. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days.
  - B. LESSEE shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to LESSEE.
  - C. LESSEE shall make an assignment for the benefit of creditors.
  - D. LESSEE shall desert or vacate any substantial portion of the premises for thirty (30) days or more.
  - E. LESSEE shall fail to store an obvious airworthy aircraft. "Aircraft" means aeronautical devices including, but not limited to, powered fixed wing airplanes, gliders, helicopters and gyrocopters.
- XVI. Upon the occurrence of any event of default specified above, CITY shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
  - A. Terminate this LEASE, in which event, LESSEE shall immediately surrender the premises to CITY; and if LESSEE fails to do so, CITY may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove LESSEE and any other person or equipment which may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages therefore; and LESSEE agrees to pay to CITY on demand the amount of all loss and damage which CITY may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.
  - B. Enter upon, take possession of the premises, and expel or remove LESSEE and any other person or take possession of any equipment which may be occupying the premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages therefore; and if CITY so elects, relet the premises on such terms as CITY shall deem advisable and receive the rent therefore; and LESSEE agrees to pay to CITY, on demand, any deficiency that may arise by reason of such reletting.
  - C. Enter upon the premises, by force, if necessary, without being liable for prosecution of any claim or damages therefore, and do whatsoever LESSEE is obligated to do under the terms of this Lease; and

LESSEE agrees to reimburse CITY on demand for any expenses which CITY may incur in thus affecting compliance with LESSEE'S obligation under this lease; and LESSEE further agrees that CITY shall not be liable for any damages resulting to LESSEE from such action.

- XVII. LESSEE hereby grants a lien to CITY upon all personal property belonging to LESSEE in or on the premises as a possessory pledge to secure the timely performance by LESSEE of all its obligations hereunder; and in the event of default by LESSEE, CITY is authorized to seize and hold all of the personal property belonging to LESSEE on the premises to secure such performance, to sell same at public or private sale, and to apply the proceeds thereof first to pay the expenses of the sale, and to pay the amount due to CITY hereunder, holding the balance remaining subject to LESSEE'S order. A copy of this Agreement shall be the only warrant required.
- XXVIII. LESSEE further agrees and covenants that it will give thirty (30) days written notice to CITY when LESSEE intends to end this Agreement and peaceably deliver up unto CITY the premises and all appurtenances thereon in a good state of repair, unencumbered, vacant, and in good condition. Fire extinguishers provided by the CITY must be returned in good working order with current certification. In the event that LESSEE fails to surrender the premises in a good and clean condition, reasonable wear and tear excepted, all cleaning, repair, and extinguisher replacement expenses incurred by CITY will be billed to the LESSEE.
- XIX. LESSEE covenants and agrees that it shall have no power to do any act or make any contract that creates any lien upon property CITY owns or has an interest in; and upon any such purported lien being created or filed of record, LESSEE, at its sole cost and expense, shall liquidate and discharge same immediately.
- XX. LESSEE covenants and agrees it shall not sublet or assign all or any part of its rights, privileges, or duties under this Lease without prior written approval of CITY.
- XXI. It is agreed by the parties that any action, real or asserted, at law or in equity, which arises out of the terms or provisions of this Agreement, or out of any use of or occurrence on the premises shall be governed by the laws of the state of Texas, venue for such action lying in Tarrant County, Texas.
- XXII. In any action brought by CITY for the enforcement of any of the terms of this Agreement against LESSEE, CITY shall be entitled to recover reasonable attorneys' fees.
- XXIII. This instruments constitutes the entire agreement by the parties hereto, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.
- XXIV. All modifications or amendments to this Agreement shall be evidenced in writing, and any purported oral modifications of this agreement shall be void.
- XXV. It is understood and agreed that CITY, through the execution of this Agreement, does not waive or surrender any of its governmental powers.
- XXVI. The remedies specified in this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress. The failure of a party to insist in any one or more cases upon the strict performance of any of the terms or covenants of this Agreement shall not be construed as a waiver or a relinquishment of such terms or covenants on subsequent occasions.
- XXVII. It is expressly agreed and understood by the parties that this Agreement shall not give rise to any relationship between the parties of employer-employee, agency, partnership, joint venture, or any other form of joint enterprise.
- XXVIII. LESSEE hereby acknowledges a receipt of a copy of this Agreement and agrees to abide by the Rules and Regulations of the AIRPORT and the "Hangar Use and Ancillary Storage" policy, said Rules and Regulations and policy being specifically incorporated by reference as though fully set forth herein. Said

Rules and Regulations and policy shall at all times be on file in the Airport Manager's office where they shall be available for the LESSEE'S inspection during office hours.

\_\_\_\_\_  
LESSEE Signature

\_\_\_\_\_  
LESSEE Printed Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

CITY OF ARLINGTON, TEXAS

BY \_\_\_\_\_  
Karen VanWinkle, Airport Manager

## T-Hangar Use and Ancillary Storage

The Arlington Municipal Airport provides T-hangars for lease, and also leases property for private sector development of additional T-hangar space. Existing T-hangars were constructed under the City of Arlington Building Codes as "S-2" hangars with no sprinkler systems or fire suppression walls between the individual units. Chapter 11 of the Fire Code and NFPA 409 addresses aircraft hangars "where no repair work is done except exchange of parts and maintenance requiring no open flame, welding or use of Class I or II liquids." These International Fire Code and NFPA codes were adopted by City Ordinance.

Leases require the tenants to abide by all federal, state and local rules and regulations. An annual inspection of all airport hangars and storage areas will be conducted using the following;

1. The primary use of the T-hangar is for storage of an aircraft. A limited amount of spare parts, tools, and ancillary equipment, used for maintenance and support of the aircraft, may also be stored in an approved manner.
2. No repairs are to be done except exchange of parts and maintenance requiring no open flames, welding or the use of Class I or II liquids.

### Prohibited:

- The following items as listed in NFPA 409 Paragraph 8.9.1:
    - 1) Fuel Transfer
    - 2) Welding
    - 3) Torch Cutting
    - 4) Torch Soldering
    - 5) Doping
    - 6) Spray Painting
  - Any repair or maintenance that poses a fire hazard or requires the use of hazardous materials/liquids
  - Maintenance or repair of the fuel system
  - Interior work requiring application of flammable glues
3. Due to the fuel-rich environment, there shall be no storage or use of open flames or heaters.
  4. There shall be no fuel transfer (refueling or de-fueling) conducted inside hangars.
  5. Aircraft shall not be started inside of the hangar.
  6. There shall be no painting or doping inside the hangar. Doping is referred to a type of lacquer which is applied to fabric coated aircraft. Aircraft dope is highly flammable and extremely toxic.
  7. Due to maintenance purposes, amounts not greater than five (5) gallons of gasoline can be stored in the hangar; however, the gasoline must be stored in a UL approved metal safety container.

8. No more than ten (10) gallons of unused motor oil shall be stored in the hangar. Used motor oil shall be disposed of promptly. An oil waste disposal facility, is available at the Airport Terminal Building.
9. No storage of Class I or Class II liquids

Prohibited:

- Class IA flammable liquids with a flash point below 73 °F and a boiling point below 100 °F
- Class IB flammable liquids with a flash point below 73 °F and a boiling point greater than or equal to 100 °F
- Class IC flammable liquids with a flash point greater than or equal to 73 °F and below 100 °F
- Class II combustible liquids with a flash point greater than or equal to 100 °F and below 140 °F

Allowed:

- Class IIIA combustible liquids with a flash point greater than or equal to 140 °F and below 200 °F
  - Class IIIB combustible liquids with a flash point greater than or equal to 200 °F
10. Hand-held or motorized equipment used to move aircraft to and from the hangar may be used. Equipment other than that generally used to move aircraft on the airport may be used, but will require approval by the Fire Department prior to use.
  11. Any modifications or additions to the interior of the hangar or the electrical system must have prior approval of the City. Please visit the Community Development and Planning One Start Center, located on the 2<sup>nd</sup> floor of City Hall or visit the website <http://www.arlingtontx.gov/build/index.html> for more information.
  12. One refrigerator shall be allowed in the hangar. The refrigerator shall be raised a minimum of 18 inches off the ground. The platform for the refrigerator shall be of a non-combustible construction.
  13. No more than one (1) four-drawer metal filing cabinet, or no more than two (2) two-drawer metal filing cabinets shall be allowed.
  14. No more than one (1) metal desk or table and no more than four (4) chairs shall be allowed.
  15. No more than two (2) metal shelves and two (2) metal closing cabinets (or any combination thereof) shall be allowed.
  16. No more then one (1) "Shop Vac" shall be allowed. (No restriction on size)
  17. One (1) air compressor of 20 gallons maximum capacity shall be allowed.
  18. No more than two (2) bicycles shall be allowed.

19. No more than two (2) roll-chest toolboxes shall be allowed.
20. No more than one (1) metal-framed workbench shall be allowed. Drawers shall also be constructed of metal. The top of the bench can be of wood construction.
21. One (1) 20-B:C portable fire extinguisher shall be provided in each hangar. The extinguisher shall be inspected annually by a certified fire extinguisher company.
22. Drip pans shall be placed under each engine of the aircraft.
23. One (1) "No Smoking" sign shall be posted at the rear of the hangar and be visible from the hangar entrance.