

# SOUTHERN WISCONSIN REGIONAL AIRPORT

## AIRCRAFT STORAGE AGREEMENT

In consideration of the allotment to the undersigned of space in a hangar owned by the COUNTY OF ROCK at the **SOUTHERN WISCONSIN REGIONAL AIRPORT**, the following terms and conditions are hereby specifically accepted and agreed to:

### FIRST

The storage space shall be hangar number \_\_\_\_, which shall be used for the storage of aircraft (in a flyable, airworthy condition) and accessories only. If any hangar is found to contain items other than a flyable, airworthy aircraft and accessories without the express permission of the Airport Director, action will be taken in accordance with Paragraph Thirteen.

### SECOND

The term of this Agreement is for;

  

one calendar month

six calendar months

  

three calendar months

one-year (Feb. 1 to Jan. 31)

This agreement shall be automatically renewed for additional like periods unless either the **LESSOR** or the **LESSEE** sends written notice of termination to the other party at least thirty days prior to the expiration date.

### THIRD

The rental rate shall be determined by the length of the agreement as stated in Appendix 1, attached, plus tax. Fractional months at the commencement of this agreement shall be prorated to the first of the month. Payment is due on or before the first day of each month for one-year and six-month agreements. Three-month agreements shall be paid for in advance in an amount equal to the full term of the three-month agreement at the time of the signing the agreement. If payment of rent is not paid by the first day of the month the **LESSOR** may lock the hangar on the seventh day of the month. Should a hangar be locked due to non-payment of rent, it will be reopened only after payment has been made in full and only during regular maintenance hours, Monday through Friday, 7:00 a.m. to 3:15 p.m. Interest in the amount of one and one half percent per month (1½ %) may be charged for amounts more than thirty-days delinquent. Two such delinquencies may constitute canceling of the storage agreement and the vacation of the hangar.

### FOURTH

**LESSEE** agrees and understands that pursuant to **Wisconsin Statute Section 704.90**, **LESSOR has a lien on all personal property including, but not limited to, the aircraft described in paragraph Twenty below, stored in the Leased space, for rent and other charges related to the personal property, including expenses necessary to the preservation, removal, storage, preparation for sale and sale of the personal property. The Lien attaches as of the first day the personal property is stored in the lease space and is superior to any other lien on or security interest in the personal property except for a statutory lien, or a security interest that is perfected by filing prior to the first day the personal property is stored in the leased space.**

**LESSOR may satisfy this lien by selling the personal property stored in the leased space in accordance with the provisions set forth in section 704.90 of the Wisconsin Statutes.**

**FIFTH**

**LESSOR** shall furnish a lock and two (2) keys for the Hangar, and no other locking device shall be permitted on the Hangar. Should a lock appear on said hangar, which is not issued by the **LESSOR**, **LESSOR** reserves the right to remove the lock and replace it with one issued by **LESSOR**. **LESSEE** shall be responsible for charges associated with the removal of the lock and cost of the new lock.

**SIXTH**

**LESSEE** shall pay a security and cleaning deposit as specified in Appendix 1. Security deposit amounts listed in Appendix 1 include a \$30.00 deposit for the two (2) hangar keys issued at the time of the signing of this agreement. Upon termination of this lease said deposit will be returned by mail in the form of a check after a final inspection of the premises has been made, the premises are found to be in satisfactory condition as determined by the Airport Director, and both keys are returned. If only one key is returned to the Airport Director's office, the full \$30.00 key deposit will be forfeited.

**SEVENTH**

It is specifically agreed that the **LESSEE** shall provide all janitorial services within its leased Hangar. **LESSEE** agrees that there will be no outside storage of equipment, materials, or supplies on the leased premises. **LESSEE** further agrees not to deposit any trash, garbage, petroleum products, etc. on any part of the Airport. All repairs to the space assigned shall be made by the undersigned with the exception of ordinary wear and tear and damage not happening through the negligence of the **LESSEE**. In the event **LESSEE** fails to comply with this paragraph, the Airport Director may notify **LESSEE** in writing that such maintenance, cleaning, repair or replacement shall be done, and in the event that **LESSEE** fails to correct the condition within thirty (30) days of the Airport Director's written notice, the **LESSOR** may enter the Hangar of **LESSEE** and provide the necessary custodial or repair service and bill the **LESSEE** for the expense thereof.

**EIGHTH**

**LESSOR** agrees to provide snow removal services to the hangar except within three (3) feet of the hangar door. Such snow removal shall be accomplished only after all runways, aprons and primary taxiways have first been cleared.

**NINTH**

No aircraft or any other vehicle shall be parked in the taxiway between the hangar buildings restricting use by others. All hangar doors shall be closed when the hangar is unattended and at all times during inclement weather.

**TENTH**

All rules and regulations, federal, state and local shall be and become a part of this agreement.

**ELEVENTH**

No aircraft engine shall be operated within the hangar assigned by this agreement.

**TWELFTH**

It is a specific term of this agreement that any member of the Public Works Committee, Airport Director or any airport maintenance person designated by

them may enter the space assigned at any reasonable time for the purpose of inspection, maintenance or repair.

**THIRTEENTH**

This Agreement may be terminated forthwith by the Public Works Committee for violation of the terms thereof and possession may be immediately taken of the space assigned and contents thereof removed and stored at the expense of the undersigned.

**FOURTEENTH**

The term of all annual agreements shall be for a period of one-year beginning February 1 and ending January 31 of each year and will automatically renew February 1 unless thirty (30) days written notice of termination is given by either party prior to January 1. Such notice is not required where **LESSEE** is in default on payment of rental. In such cases, the Airport Director may proceed immediately under Paragraph 4 (above) without notice. Failure of the Airport Director to declare this Agreement terminated upon the default of **LESSEE** for any of the reasons set out above shall not operate to bar or destroy the right of the Airport Director to cancel this Agreement by reason of any subsequent violation of the terms of this agreement. Further, the acceptance of rent by the **LESSOR** for any period after a default of any of the terms, covenants or conditions by **LESSEE** shall not be deemed a waiver of any right on the part of the Airport Director to cancel this Agreement.

**FIFTEENTH**

The space assigned to the undersigned shall NOT be sublet either partially or wholly to any person without the prior written consent of the Airport Director. If written consent is given, **LESSEE** will still be responsible for the terms of this agreement. A list of possible tenants will be kept at the Airport Director's office and made available for this purpose.

**SIXTEENTH**

It is further specifically agreed that all direction of the Airport Director or other agents of the Public Works Committee shall be complied with in the use of said premises.

**SEVENTEENTH**

**LESSEE** shall save and hold County of Rock, the Southern Wisconsin Regional Airport, and their agents, officers, and employees harmless from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever which arises out of or are connected with the rental of the storage space covered by this agreement.

**EIGHTEENTH**

**LESSEE** shall, at its expense, maintain General Liability Insurance in full force and effect during the term of this Agreement with a per occurrence limit of not less than \$1,000,000. Insurance shall be placed with companies or underwriters authorized to do business in the State of Wisconsin. The County of Rock, Southern Wisconsin Regional Airport, its boards, agencies, employees, and representatives shall be named as additional insured. Certificates of Insurance evidencing the required insurance shall be filed with the Airport Director and upon request certified copies of the required insurance policies. The Certificates of Insurance and all such policies shall contain a provision that coverage will not be canceled or non-renewed during the term of this agreement unless thirty (30) days advance notice in writing has been given to the Airport Director in the manner specified in the agreement.

**NINETEENTH**

**LESSEE** further agrees that all rates are reviewed during the month of December every year and that rates may be adjusted. Adjustments will be based on the urban rate of inflation (CPI-U). It is also agreed that the Public Works Committee may from time to time make adjustments due to market evaluations. New rates will be effective as of February 1.

**TWENTIETH**

**LESSEE** further agrees that the aircraft to be stored in the hangar is as follows:

- MAKE, MODEL AND COLOR OF AIRCRAFT:
- AIRCRAFT REGISTRATION NUMBER: N
- NAME OF INSURANCE COMPANY:
- ADDRESS OF INSURANCE COMPANY:
- EFFECTIVE DATE OF COVERAGE:
- EXPIRATION DATE:

**LESSEE** agrees that notices shall be sent to the following addresses:

**LESSOR**

NAME: Southern Wisconsin Regional Airport  
 STREET ADDRESS: 4004 S. Oakhill Ave.  
 CITY, STATE, ZIP: Janesville, WI 53546  
 TELEPHONE: 608-757-5768

**LESSEE**

NAME:  
 STREET ADDRESS:  
 CITY/STATE/ZIP:  
 TELEPHONE:  
 E-MAIL:  
 DRIVER'S LICENSE:

LESSEE SIGNATURE:

\_\_\_\_\_

DATE

LESSOR SIGNATURE:

\_\_\_\_\_  
AIRPORT DIRECTOR

DATE

# Appendix 1

## 2011 T-Hangar Summary

| Hangar<br>Numbers |                  | 2011 Base         | 6 Month                      | 3 Month                      | 1 Month                      |
|-------------------|------------------|-------------------|------------------------------|------------------------------|------------------------------|
|                   |                  | Rate              | Lease =<br>Base +<br>\$10.00 | Lease =<br>Base +<br>\$20.00 | Lease =<br>Base +<br>\$30.00 |
| <b>25-44</b>      | Current          | \$ 213.00         | \$ 223.00                    | \$ 233.00                    | \$ 243.00                    |
|                   | Security Deposit | 100% Month's Rent | 50% Month's Rent             | 25% Month's Rent             | \$ 30.00                     |
| <b>45-54</b>      | Current          | \$ 227.00         | \$ 237.00                    | \$ 247.00                    | \$ 257.00                    |
|                   | Security Deposit | 100% Month's Rent | 50% Month's Rent             | 25% Month's Rent             | \$ 30.00                     |
| <b>55-64</b>      | Current          | \$ 250.00         | \$ 260.00                    | \$ 270.00                    | \$ 280.00                    |
|                   | Security Deposit | 100% Month's Rent | 50% Month's Rent             | 25% Month's Rent             | \$ 30.00                     |

All increases and security deposits will be rounded +/- to the nearest dollar.

All prices listed above do not include state sales tax. State sales tax is charged in accordance with Wisconsin Statutes at the rate determined by the State.

All tax-exempt organizations must file a tax-exempt certificate at the time the lease is signed.