



**GORDONSVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR APPLICATION AND LEASE AGREEMENT**

Please type or print the following information.

N-Number:	
# of Engines:	
Aircraft Make (e.g., Cessna):	
Aircraft Model (e.g., 172):	
Aircraft Year:	
Aircraft Serial Number:	
DOAV Aircraft Reg. #:	
Owner's Name:	
Owner's Mailing Address:	
Owner's Phone (Primary):	
Owner's Phone (Secondary):	
Email Address:	
Current Hangar No., if any:	

What type of space are you looking for? (Using the list on left, write in order of preference, or N/A.)

Langley Hangar (\$200)	1.
Regular T-Hangar (\$250)	2.
Large T-Hangar (\$275)	3.
Box Hangar (\$300)	4.
Tiedown	5.

If partnership, names of all partners:

If corporation, name of corporation:

Are you a resident of the Town of Gordonsville, VA? Yes No

County of residence or incorporation: _____

Do you intend to run a business from the Airport? Yes No

If yes, please describe the name and nature of the business:

Applicant's Signature _____

Date _____

Town Hall Use Only

Received by: _____ Date/Time _____

Fee Paid \$: _____ Receipt #: _____

Received Key/Combo Date: _____

Notes: _____

THIS AGREEMENT, is entered into this _____ day of _____, _____, by and between the TOWN OF GORDONSVILLE, VIRGINIA (the "Lessor"), a municipality whose principal office is located at Town Hall, 112 South Main Street, Gordonsville, Virginia, and whose mailing address is Post Office Box 276, Gordonsville, VA 22942-0276; and _____ (the "Lessee"), a(n) _____ [individual(s)/corporation/partnership/LLC] whose address or principal office is located at _____:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Hangar/Tie-down. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the hangar or tie-down (the "Leased Premises"), located at Gordonsville Municipal Airport, Gordonsville, Virginia, and identified as (check one):

- Langley Hangar (space)
- Regular T-Hangar #
- Large T-Hangar #
- Box Hangar
- Tiedown – location:

for the purpose of parking the following aircraft (the "Aircraft"):

N-Number:
of Engines:
Aircraft Make:
Aircraft Model:
Aircraft Year:
Aircraft Serial Number:
DOAV Aircraft Reg. #:
(List any aircraft that may use the space)

2. Use of Leased Premises. The Leased Premises shall only be used for the storage, repair, maintenance, construction, and/or assembly of the Aircraft and related materials. Lessee is permitted to park a vehicle on the Leased Premises during such time that Lessee is using the Aircraft.

3. Term. Subject to earlier termination as provided below in this agreement, this agreement shall begin on _____ and end on _____. In the event that Lessee shall continue to occupy the Leased Premises after the expiration or earlier termination of the Lease, such occupancy shall not be deemed to extend or renew the term of this Lease, but such occupancy shall continue, if at all, at the sole option of the Lessor, as a tenancy at will from month to month, subject to all other terms and conditions herein. This section is not meant, and should not be constructed to mean, that Lessee has any right to hold over after the expiration or early termination of the Lease.

4. Termination. Either party may terminate this agreement with 30 days prior written notice.

5. Fees. Lessee agrees to pay Lessor \$ ____per month payable on or before the 1st calendar day of the month. Should the 1st day fall on a day when Town Hall is closed, payment shall be due on the first business day following the 1st. Payment shall be made to the Town of Gordonsville, paid at Town Hall, via the Town Hall after-hours drop-box, or at the mailing address above. A late payment fee of 10% shall be imposed for payments received or postmarked later than the 5th business day of the month. The Town's standard returned check fee shall be imposed for any returned checks.

6. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor and Lessee shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.

7. Maintenance and Repairs to the Leased Premises. The Lessor shall be responsible for all maintenance/repairs to the Leased Premises, including the hangar doors or tie-down ropes/chains and ground anchors (as applicable), except when necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. The responsible party shall conduct such maintenance/repairs with due diligence at its own cost. If the maintenance/repairs are the responsibility of the Lessee, the rent shall not be abated during the period of maintenance/repairs. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenantable for a period of thirty (30) days or more, the rent shall be abated during the period of untenability. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises un-tenantable for sixty (60) days or more, the Lessee shall have the option to terminate this agreement by notifying the Lessor in writing of this election.

8. Default. If either party defaults in the performance of its duties or obligations as required under the terms of this agreement, and if the defaulting party fails to remedy any such default in a manner reasonably satisfactory to the opposing party within thirty (30) days following receipt of the written notice to remedy said default, either party may immediately terminate this agreement with written notice to the other party.

9. Operation of Aircraft. The Lessee is responsible for operating the Aircraft on the Airport in accordance with all applicable Federal and state aviation regulations. Failure to comply with Federal and state aviation regulations, or failure to operate the Aircraft in a safe and professional manner, shall constitute default and may result in immediate removal from the Leased Premises.

10. Airport Rules and Regulations. Lessee agrees to comply with the ordinances of the Town of Gordonsville and the Gordonsville Municipal Airport Rules and Regulations, once promulgated. Lessee will receive written notice of any change to the Airport Rules and Regulations thirty (30) days prior to their effective date. Lessee consents to receiving written notice by electronic mail. Lessee shall not conduct in or allow any criminal or illegal activity of any kind to be conducted on the Leased Premises or any airport property.

11. Surrender of Possession. On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Except as otherwise provided in this agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this agreement, however, the Lessee shall be responsible for any damage caused by such removal. Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination date of this agreement, shall vest in Lessor.

12. Liability of Parties. Lessor and Lessee shall each be responsible for its own negligence or willful misconduct.

13. Insurance. Lessor and Lessee shall each be responsible for maintaining appropriate insurance for their respective interests in the Leased Premises and property located on the Leased Premises. Lessee shall maintain at least the minimum liability insurance required on the Aircraft if such insurance is required by the Code of Virginia (e.g. §5.1-88.2). Lessor encourages the Lessee's purchase of hangar insurance to protect the Lessee's contents of the Leased Premises.

14. Inspection. The Lessor may, with prior notice to the Lessee, enter and inspect the Leased Premises for the purpose of ensuring Lessee's compliance with its obligations under this agreement. Lessor will be held responsible for any theft or damage to Lessee's property should the Lessor fail to properly secure the Leased Premises upon completion of the inspection. In the event of an emergency, as determined by the Lessor, the Lessor may enter the Leased Premises without prior notice to Lessee. Lessee shall provide any hangar keys or lock combinations to the Town. If the hangar key or combination is not provided, Lessee agrees that Lessor shall not be held responsible for cost of lock replacement in the event of an emergency.

15. Maintenance on Aircraft. The Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the Airport facilities by others. At no time shall an aircraft engine be started within a hangar.

16. Storage of Hazardous Materials. Hazardous materials, as defined by the Virginia Department of Environmental Quality (DEQ), shall not be stored in/on the Leased Premises, unless they are stored in accordance with Virginia DEQ or EPA regulations and local fire codes. Lessee will dispose of used oil, petroleum, or hazardous products only in EPA- or Fire Marshal-approved receptacles. Lessee shall notify Lessor immediately of a suspected spill. Lessee shall be responsible for ~~cover~~ the cost of cleaning up any hazardous materials spill on the Leased Premises or Airport. Improper disposal of any oil, petroleum, or hazardous products onto any portion of the Airport property shall be cause for immediate termination of the Agreement at Lessor's discretion.

17. Assignment and Subletting. This agreement may not be transferred or assigned without written authorization agreed to by Lessor and Lessee. The Lessee may not sublet the Leased

Premises without the written consent of the Lessor. Email approval from the Town Manager, upon the recommendation of the Airport Manager if any, shall be acceptable as written authorization for any assignment or subletting.

18. Notice. Unless otherwise noted, all notices and requests required or authorized under this agreement shall be in writing and sent by first-class mail to the address for that party as stated in this agreement. Should the Lessee change addresses, the Lessee shall notify the Lessor within ten (10) business days after the change.

19. Governing Law. This agreement is a contract executed under and to be construed under the laws of the Commonwealth of Virginia. The situs of the Leased Premises is in Orange County, Virginia, and any action under this agreement shall lie in the Circuit Court of Orange County, Virginia.

20. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

21. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

22. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

23. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

24. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the Commonwealth of Virginia relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport.

25. Abandoned aircraft. Any Aircraft or personal property left in the Leased Premises thirty (30) days after the expiration of this Lease (or any renewal hereof) is hereby deemed abandoned by the Lessee and the Lessor may dispose of the same at its sole discretion in any manner the Lessor deems proper.

26. Emergency Contact. The Lessee agrees to maintain on file with the Town of Gordonsville current contact information for the Lessee, their primary emergency contact, and a secondary emergency contact in the event of aircraft loss, damage, or other emergency. The current contact

information as of the date of signature is noted as follows.

Current Contact Information:

Name:

Mailing Address:

Primary Telephone:

Secondary Telephone:

E-mail:

Primary Emergency Contact:

Name:

Primary Address:

Primary Telephone:

Secondary Telephone:

E-mail:

Secondary Emergency Contact:

Name:

Primary Address:

Primary Telephone:

Secondary Telephone:

E-mail:

27. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

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

For the Lessee:

For the Town of Gordonsville, Lessor:

Town Manager