

**NORTHERN COLORADO REGIONAL AIRPORT  
HANGAR LEASE AGREEMENT**

THIS HANGAR LEASE AGREEMENT (the "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE CITIES OF THE CITY OF FORT COLLINS AND LOVELAND, COLORADO, Municipal Corporations, (collectively, the "Cities") and \_\_\_\_\_ (the "Tenant").

WITNESSETH:

WHEREAS, the Cities own and operate an airport known as the Northern Colorado Regional Airport located in Larimer County, Colorado, including the real property upon which the same is located, (hereinafter, the "Airport"); and

WHEREAS, the Tenant desires to lease one of the Cities' hangars; and

WHEREAS, the Cities believe that the lease of a hangar to Tenant will be beneficial to Airport operations or the other aviation uses of the Airport.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the Cities and the Tenant agree as follows:

1. Leased Premises. In consideration of the payment of the rent and the keeping and performance of the covenants and obligations provided for in this Agreement, the Cities hereby lease to Tenant and Tenant leases from the Cities Hangar # \_\_\_\_\_ located in the hanger building at [insert address] (the "Premises" or "Hangar"), subject to the following terms and conditions.

2. As Is Condition of Premises. It is understood that Tenant has inspected the Premises and takes it "AS IS." Except as expressly set forth in this Agreement, the Cities shall have no obligation to make any changes, removals, maintenance, or repairs of any kind. Tenant shall use the Premises only in the manner described in Section 7.

3. Rental Payment by Tenant. The Tenant agrees to pay to the Cities under the terms of this Agreement rent of \$ \_\_\_\_\_ per month, subject to adjustment as set by the Cities. Payments shall be made monthly and in advance commencing on \_\_\_\_\_ (date). If the term hereof commences or terminates on other than the first or last day of the month, the rent shall be pro-rated on a daily basis. Rent shall be due without notice or invoice from the Cities on the first day of each and every month during the term hereof and Tenant shall be deemed to be in default hereunder if such rent has not been received at the above indicated address by the first day of each month.

4. Term. This Agreement shall be deemed a "month-to-month" tenancy and, except as otherwise provided herein, may be terminated by either party without cause upon giving 30 days' written notice of termination to the other in writing.

5. Deposit. Tenant also agrees to pay a security deposit to the Airport equal to one month's rent. The security deposit and first month's rent shall be paid upon execution of this Agreement. Deposits shall be refunded following termination of this Agreement, less any rent due, cleaning costs or damages to the Premises caused by Tenant's default, occupation or use.

6. Covenants. Upon Tenant's payment of the deposit and rent specified and upon Tenant's performance of the terms of this Agreement, Tenant shall at all times during this Agreement term peaceably and quietly enjoy the Premises without any disturbance from the Cities or any person claiming through the Cities except as otherwise expressly provided herein.

7. Use of the Premises. Tenant shall use and occupy the Premises for the sole and exclusive purpose of storing aircraft belonging to the Tenant, specifically \_\_\_\_\_ (Make and Model of Aircraft) bearing Aircraft Registration Number \_\_\_\_\_, and necessary aircraft ground handling equipment associated with said aircraft. The storage of non-aeronautical, household or personal items not associated with aviation is prohibited.

- A. Items prohibited on the Premises include any chemicals or fuels, office equipment, batteries, paints, propane tanks, fuel storage tanks, trash containers and dumpsters, accumulation of trash or junk parts, property of any type not owned by Tenant, and any other item that the Cities may find objectionable. Tenant shall not store gasoline, explosives, flammables in the Hangar nor conduct in the Hangar refueling operations, aircraft painting or any activity other than preventative maintenance as defined under FAR 43, Appendix A, paragraph C.
- B. Tenant shall NOT:
- Use any high voltage electrical equipment including electrical heat lamps, appliances, or machinery in or about the Hangar or modify existing wiring or install additional outlets, fixtures or the like therein.
  - Conduct any charter, rental, repair, maintenance or instructional service or any other commercial activity in or from the Hangar.
  - Leave Hangar doors open in a manner that obstructs the access to adjacent hangars or permits unauthorized access to the Hangar or causes wind damage to the Hangar.
  - Park or leave the aircraft on the taxiway or the pavement adjacent to the Hangar door in a manner that interferes with or obstructs access to adjacent Hangars, nor park or leave any ground vehicles on the taxiway or pavement areas adjacent to the Hangars.
  - Attach any hoisting or holding mechanism to any part of the Hangar or pass any such mechanism over the struts or braces therein.
  - Paint, remove, deface, modify, bend, drill, cut, or otherwise alter or modify any part of the Hangar without prior written permission of the Cities.

- Affix, erect or maintain on the Premises any sign or advertisement without first obtaining the Cities' written consent as to the sign or advertisement to be erected on the Premises.
- C. Tenant shall remove any objectionable items within 10 days after written notification from Cities.
- D. Tenant shall not accept or allow to be placed on the Premises any materials or substances or items other than those listed above and Tenant shall have an affirmative obligation to prevent the deposit of any materials, substances or items not so permitted, including but not limited to any biohazards, any hazardous materials or other regulated materials or substances, any food or restaurant waste, animal carcasses, containers with or without contents, or human wastes.
- E. The Tenant shall not use the Premises nor knowingly permit anything to be done in or about the Premises that will in any way conflict with any law, statute, ordinance, protective covenants affecting the Airport and all Airport rules or regulations, now in force or which may hereafter be enacted or promulgated. The Tenant shall notify the Cities in writing within two (2) days after receipt of any notice of a violation of any law or requirement from any public authority with respect to the Premises or the use or occupation thereof. Cities shall give prompt written notice to the Tenant of any notice of the violation by the Tenant of any law or requirement of from public authority with respect to the Premises or the use or occupation thereof.
- F. The Tenant shall be responsible for the removal of ice and snow from the immediate area of the Hangar door, but in any event not less than six (6) feet from the door, to provide for the proper operation of the door and permit removal of aircraft.
- G. The Cities will provide door lock and/or keys for the Hangar. The Tenant is required to use Airport issued door locks or padlocks. A \$25 fee will be assessed to the Tenant for replacement lock and/ or keys, unless replacement is due to normal wear and tear. Use of any other lock and/or keys on the Hangar door is strictly prohibited. A \$100.00 fee will be assessed to the Tenant for removal of any lock not issued by the Cities.

8. Repairs, Maintenance, and Conduct.

- A. Except as expressly provided in Subsection B. below, the Tenant, during the term of this Agreement, shall keep and maintain the Hangar in good condition. The Tenant shall maintain the Premises in a clean and orderly and safe condition, and free of litter, debris, weeds, nuisances, and any unsightly or dangerous condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations and standards of the City of Loveland, the County of Larimer, State of Colorado, or other

governmental authority with jurisdiction over the Premises. The Tenant shall neither permit nor suffer any violation of the same or any disorderly noise or nuisance whatsoever about the Premises having any tendency to annoy or disturb any persons not on the Premises.

- B. The Cities shall provide the following limited maintenance and repairs on the Premises:
  - a. For T-Hangars: The Cities shall provide and maintain one light source, one power outlet, the aircraft door (for bi-fold doors, this includes the top seal, cables, motor, and man door), and a serviceable locking device.
  - b. For Box Hangars: The Cities shall provide and maintain all light sources and power outlets existing as of the effective date of this Agreement, the aircraft door, a serviceable locking device, and the apron (by providing crack seal and seal coat).
  - c. For all Hangars: The Cities shall conduct regular maintenance inspections of heaters and perform preventative maintenance as necessary.
- C. The Tenant shall notify the Cities promptly of any of the items listed in Paragraph B above requiring repair.
- D. The Tenant shall neither commit nor permit any waste upon or of the Premises and shall notify the City promptly of any damage to the same.

9. Taxes, Assessments and Utility Charges. In the event that the Premises, or any portion thereof or Tenant's possessory interest therein, shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, Tenant shall pay all such taxes, assessments and governmental charges when due. Tenant shall be responsible for payment of any utility services provided to the Premises.

10. Insurance.

- A. The Tenant, at its sole cost and expense, shall, during the term of this Agreement, procure, pay for and keep in full force and effect an aircraft hull and liability policy of insurance. The policy shall have limits in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. Such coverage shall include, without limitation, legal liability of the insureds for any occurrences arising out of the maintenance or use of the Premises in or upon which the aircraft is stored. This policy shall name the Cities as additional insureds and loss payees for the policy. The policy shall contain a provision that the policy cannot be canceled or materially altered either by the insureds or the insurance company until thirty (30) days' prior written notice thereof is given to the Tenant and the Cities. Upon issuance of a replacement for or renewal of any such insurance policy or policies, the Tenant shall furnish to the Cities a certificate of insurance evidencing coverage required under this contract. The policy must be written by an insurance carrier which has a current rating by Best's Insurance Reports of "B" (best) or better and must be authorized by law to do business in the State of Colorado.

- B. A current and valid certificate of insurance for the above described policies shall be submitted to the Cities, at the time of signing of this Agreement and Tenant shall notify the Airport Manager of any changes, expiration or renewal of said policies within 15 days after such change and provide new certificates of insurance.

11. Destruction of Premises. In the case of damage to the Premises by fire, flood, or any other such casualty, whether by act of God or nature or third parties, and if the damage renders the Premises untenable in whole or part, then at either party's option exercised by written notice to the other with ten (10) days after such damage, this Agreement shall cease and terminate and the rent shall be apportioned to the time of damage. If, however, neither party provides written notice of termination with such XX day period, Cities shall repair the damage with reasonable dispatch and there shall be a proportional abatement of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration will be given to delays caused by strikes, adjustment of insurance or other causes beyond the Tenant's or the Cities' control. Proportional abatement of rent shall be determined based on the portion of the Hanger that is rendered untenable.

12. Encumbrances. Tenant shall pay all costs and charges for work done by it or caused to be done by it, in or to the Premises and for all materials furnished in connection with such work. In no event shall Tenant be entitled to cause or permit the establishment of any lien or other encumbrance on the Premises.

13. Requirements of Law. At all times during the term of this Agreement, Tenant shall observe and comply promptly with all then current laws, ordinances, resolutions, orders, covenants, restrictions, rules and regulations and standards of the Airport, federal, state and local governments, and of all courts or other governmental authorities having jurisdiction over the Premises or any portion thereof, whether the same are in force at the commencement of this Agreement or are in the future passed, enacted or directed. Tenant shall require compliance with the foregoing by all invitees or licensees present on the Premises through Tenant, and shall make diligent effort to prevent the violation of any such requirements by trespassers or any other persons present on the Premises during the term of this Agreement.

14. Environmental Concerns. Tenant shall not create or permit any condition on the Premises that could present a threat to human health or the environment or violate any federal or state law, rule, or regulation governing regarding environmental compliance and/or use, storage, release, discharge or disposal of hazardous materials. The Tenant is solely responsible for the costs of remediation of any hazardous materials and any hazardous conditions such materials may create.

15. Default by the Cities. If the Cities breach any of the conditions required to be performed by the Cities under this Agreement, Tenant may elect to terminate this Agreement upon giving the Cities at least thirty (30) days' notice of its intention to so do, in which event this Agreement shall terminate upon the date fixed in such notice unless the Cities shall have meanwhile cured such default, or, if such default cannot be cured within the thirty (30) day period, the Cities have commenced and thereafter diligently pursued completion of the cure of the default. However, no term or provision of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the

Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, CRS, as nor or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Cities, its departments, agents, officials, and employees, is controlled and limited by the provisions of said Act.

16. Default by Tenant. If the rent due hereunder, or any part thereof, is not timely paid, or if Tenant is otherwise in default in any of the covenants or agreements herein contained, the Cities shall give to Tenant (15) days' notice to correct any default in the payment of rent, or to undertake performance which will cure any other default; and if said rent is not paid or cure commenced within the said (15) day period, or if Tenant fails to diligently pursue the work thereafter required to cure such other default, or if Tenant allows any default to recur within 180 days of original default, it shall be lawful for the Cities, at the Cities' election, to declare Tenant's right of possession ended and to enter into the Premises, or any part thereof, and with process of law to expel, remove, and put out Tenant or any person or persons occupying the same, and to repossess Premises and shall have such other remedies as may be available at law or in equity.

17. Removal of Personal Property. Upon termination of this Agreement, Tenant shall remove all personal property or improvements not owned or placed on the Premises by the Cities (regardless of their owner or source), including, without limitation, all equipment and supplies, and Tenant shall return the Premises to its condition as of the date of this Agreement all at Tenant's expense. If Tenant fails to remove said personal property or improvements at the expiration or termination of this Agreement, Tenant hereby grants the Cities the absolute right to enter the Premises and remove all aircraft and other property that may be located therein. Any removed aircraft may be placed on an uncovered portion of the Airport and any other property may be stored in a public or private warehouse and Tenant shall be obligated to pay all reasonable charges and expenses incurred by the Cities to remove from the Hangar and store the Tenant's property formerly located therein, including aircraft tie-down storage charges at then applicable rates. At such time, Tenant shall have no further rights under this Agreement. Such termination of Tenant's rights shall have no effect upon Tenant's obligations accrued hereunder to the date of such termination and such obligations as the Tenant may incur thereafter. In addition to the foregoing, the Cities may immobilize Tenant's aircraft either within the Hangar or if stored on an uncovered portion of the Airport until such time as Tenant is no longer delinquent in rent and other charges due under this Agreement. If such delinquency continues for more than fifteen days, Cities may keep, convey, destroy, or otherwise dispose of the same in any manner the Cities choose and, in addition, Tenant agrees to pay any costs incurred by the Cities in doing so, within ten (10) days of receipt of Cities' statement therefor. If Tenant shall remain in the possession of the same after the termination thereof, Tenant shall be deemed guilty of an unlawful detainer of the Premises under the law and subject to eviction and removal.

18. Cities' Right to Enter the Premises. The Cities, or their agents shall at all reasonable times, be permitted to enter upon the Premises for the purpose of inspecting the Premises.

19. Assignment or Subleasing. Tenant shall not assign, sublet, license or permit any other party or parties to occupy any portion of the Hangar without prior written permission from the Airport Manager. This Agreement shall not be assigned or subleased by Lessee.

20. Holding Over. If after the expiration of the term of this Agreement, Tenant fails to surrender possession of the Premises, Tenant shall be deemed to be in default and subject to the

default provisions set forth in Section 16, above. The Tenant shall pay rent for such holdover period in the amount of one hundred fifty percent (150%) of the monthly rental amount under this Agreement. The Tenant shall indemnify the Cities, and their agents, employees, and representatives against all loss or liability resulting from the delay by Tenant in surrendering possession of the Premises including, without limitation, any claims made by a succeeding Tenant with regard to any succeeding occupancy caused by such holdover period.

21. Notices. Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by U.S. mail postage prepaid, or sent by electronic means (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by US mail postage prepaid, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; and if delivered by electronic means, notice shall be deemed effective when received. The notice addresses of the parties are as follows:

TENANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

CITIES:

Northern Colorado Regional Airport Commission  
Attn: Airport Manager  
4900 Earhart Drive  
Loveland, CO 80538  
Facsimile: (970) 962-2855  
Airport@cityofloveland.org

With a copy to:

Loveland City Attorney's Office  
500 E. Third Street  
Loveland, CO 80537

22. Indemnity: The Tenant hereby indemnifies and holds harmless the Cities, the Northern Colorado Regional Airport Commission, their agents, licensees, employees, and volunteers from and against any and all claims, losses, expenses, costs, damages, judgments, and/or demands arising from any act or omission (including negligence or other tortious conduct) of the Tenant, Tenant's invitees, licensees, employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or near the Premises.

23. No Waiver. The failure of the Cities, at any time, to assert rights pursuant to this Agreement shall not constitute a waiver of the right of the Cities to make subsequent assertions of such rights.

24. Authority of Commission and Airport Manager. The Cities designate the Northern Colorado Regional Airport Commission and the Airport Manager as their representatives who shall make, within the scope of their authority, all necessary and proper decisions with reference to this Agreement.

25. Agreements with the United States. This Agreement is and shall be subordinate to the provision of existing and future agreements between the Cities and the United States 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 obtaining or expenditure of federal funds for the benefit of the Airport.

26. National Emergency. During the time of war or national emergency, the Cities shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended. Such suspension shall extend the term of this Agreement.

27. Miscellaneous.

- A. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado and venue shall be in Larimer County, Colorado.
- B. All obligations of the Cities hereunder are expressly contingent upon the annual appropriation of funds sufficient to carry out the same by the City Councils of the Cities of Fort Collins and Loveland, Colorado.
- C. Notwithstanding anything herein to the contrary, the Tenant understands and agrees that the Cities are governmental entities subject to the Colorado Open Records Act (“CORA”), and the Cities’ compliance with CORA or any other applicable law shall not be a breach of this Agreement.
- D. In construing this Agreement, feminine neutral gender pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.
- E. The covenants, terms, condition, provisions and undertakings in this Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties as if they were in every case named and expressed and shall be construed as covenants running with the land. Wherever reference is made to either of the parties, it shall be held to include and apply also to the heirs, executors, administrators, successors, and assigns of such party as if in each and every case so expressed.

- F. The captions of sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provisions herein.
- G. This Agreement contains the entire agreement between the parties and cannot be changed or terminated orally, but only by an agreement in writing signed and authorized by the parties.
- H. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- J. This Agreement may be executed in separate counterparts, and the counterparts taken together shall constitute the whole of this Agreement. Facsimile, scanned and other electronic signatures permitted by law, for purposes of this Agreement, shall be deemed as original signatures.
- K. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.
- L. To the extent necessary to effectuate the intended rights and obligations of the parties hereto, the obligations of the Tenant to indemnify or hold the Cities harmless hereunder, and the rights granted to the Cities hereunder in the event of a default or failure of Tenant to comply with the terms of this Agreement, shall survive the termination of this Agreement.

28. Special Conditions.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Hangar Lease Agreement, as of the date first written above.

**CITIES:** NORTHERN COLORADO REGIONAL AIRPORT COMMISSION  
ON BEHALF OF THE CITIES OF FORT COLLINS AND LOVELAND

\_\_\_\_\_  
By: Airport Manager,  
Northern Colorado Regional Airport Commission

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney, City of Loveland

**TENANT:**

By: \_\_\_\_\_ Date \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_