

WARRENTON-FAUQUIER AIRPORT

Hangar Lease Agreement

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between The Board of Supervisors of Fauquier County ("Lessor" or "County") and _____, ("Lessee").

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.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor Hangar _____ (hereinafter "Leased Premises"), located at Warrenton-Fauquier Airport, Fauquier County, Virginia. Lessee accepts the Leased Premises in its present condition. The purpose of the lease is for the storage of the following aircraft (hereinafter "Aircraft"), owned by and registered to Lessee in accordance with applicable Federal and Commonwealth of Virginia regulations:

Aircraft Make _____
Aircraft Model _____
Aircraft Year _____
Aircraft Registration Number _____
Registration Organization (e.g. USAA, EAA), if not registered by the
FAA _____
Aircraft Serial Number _____

In the event any of the above information regarding the Aircraft changes, or if Lessee elects to store a different aircraft in the Leased Premises other than the one described above, Lessee hereby agrees to notify Lessor of the change and provide updated information within fourteen (14) days of the change occurring. It is the intent of the parties that Lessee keep Lessor apprised of the above information respecting any aircraft that occupies the Leased Premises.

2. **Use of Leased Premises.** The Leased Premises shall only be used for the storage of the Aircraft identified herein, necessary auxiliary equipment, and necessary materials and tools for authorized maintenance of the Aircraft, as provided in Paragraph 17. The use of the Leased Premises for operating a business is strictly prohibited, unless approved in advance by the Airport Enterprise Director and Fauquier County Administration. During the term of this lease, Lessee is permitted to park a vehicle for transportation to/from the Airport in/on the Leased Premises. Lessee shall not alter or attach fixtures to the Leased Premises without prior approval from the Airport Enterprise Director.
3. **Term.** Subject to earlier termination as provided below, this agreement shall begin on _____ and end on _____. This Lease Agreement shall be automatically renewed for two one-year terms. Upon expiration of the second automatic renewal term, Lessee is required to execute a new Lease Agreement with Lessor in order to continue occupying the Leased Premises.

4. **Termination.** Either party may terminate this agreement with thirty (30) days prior written notice.
5. **Fees.** Lessee agrees to pay Lessor _____ Dollars (\$_____) per month. Rent is payable in advance at the Office of the Airport Enterprise Director.

The first month's rent is due and payable upon signature of this agreement in addition to a security deposit of \$500 from which Lessor will pay real estate taxes due on the Leased Premise that Lessee fails to pay timely to the Fauquier County Treasurer and to remedy damages caused by Lessee.¹

Subsequent rent is payable on or before the first business day of the month. Rent payments received after the 10th of any month are subject to a 10% delinquency fee. Returned checks are subject to the terms of the Fauquier County policy in effect on the date the check is returned.

The County may change the rent amount with ninety (90) days prior written notice. Such rent change will be effective on the first of the month subsequent the ninety (90) day notice period.

6. **Payment of Taxes.** Lessees are responsible to pay the real estate taxes assessed by the Fauquier County Commissioner of the Revenue on the Leased Premise for the duration of the lease term. The Commissioner of the Revenue assesses real estate taxes annually every January 1. The real estate taxes are billed biannually; the first bill is due June 5 and the second is due December 5. The Fauquier County Treasurer mails real estate tax bills and is responsible for collecting real estate taxes.

It is the Lessee's sole and exclusive responsibility to provide and maintain current contact information with the Commissioner of the Revenue and the Treasurer. Likewise, it is Lessee's sole and exclusive responsibility to pay all real estate tax bills timely. Failure to receive a tax bill does not obviate the Lessee's responsibility to pay. Failure to pay timely will result in the addition of penalty and interest to the real estate tax bill, as dictated by the Code of Virginia and the Fauquier County Code.

7. **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 shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade, except that Lessee agrees to be responsible for snow removal from the paved apron between its hangar door and taxiway.
8. **Services, Maintenance, and Repairs to the Leased Premises.** Lessor shall provide light and electricity to leased hangars. Lessor shall be responsible for all maintenance/repairs to the

¹ Lessees who were renting hangars pursuant to lease agreements executed prior to March 1, 2013 and who never paid monthly hangar rent or hangar real estate tax late are exempt from paying the security deposit upon initial execution of this lease agreement. Each time their lease agreements are renewed thereafter, Lessor will examine their tax and rental payment history. If they continued to pay monthly hangar rent and hangar real estate tax timely, then they will be exempt from paying the security deposit upon lease agreement renewals. However, if they have one untimely hangar rental payment or hangar real estate tax payment, then they will no longer be exempt from paying the security deposit.

Leased Premises, including the hangar doors, except when necessitated by the negligence or willful misconduct of 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 Lessee, the rent shall not be abated during the period of maintenance/repairs. If the maintenance/repairs are the responsibility of Lessor and the damage renders the Leased Premises untenable, Lessor agrees to provide replacement premises, if available, for the duration of the repairs. If a replacement premises is not available for a period of five (5) days or more, the rent shall be abated during the entire period of untenability. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenable for ten (10) days or more, Lessee shall have the option to terminate this agreement by immediately notifying Lessor in writing of this election. If the Leased Premises is rendered untenable, and Lessor elects not to repair it, this Lease Agreement shall terminate ten days after Lessor notifies Lessee in writing of the election not to repair the Leased Premises.

9. **Default.** If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy such default in a manner reasonably satisfactory to Lessee within ten (10) days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor. The date on which such notice is postmarked shall be deemed the date of notice.
10. If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy such default in a manner reasonably satisfactory to Lessor within ten (10) days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee. The date on which such notice is postmarked shall be deemed the date of notice.

Lessor shall have the right to enter the hangar, remove the Aircraft and other property of Lessee, store the Aircraft at an aircraft tie down location, store other property in a suitable location as determined by the Lessor in its sole discretion, charge Lessee for the storage at the then-current transient tie down rates for aircraft and at the prevailing commercial storage rates for all other property, and immediately re-let the Leased Premises ten (10) days after notice of intent to take such action is postmarked and send to Lessee at its last known address. Upon the expiration of that ten day period, Lessee shall be deemed to have abandoned any and all rights to the Leased Premises. Lessee agrees that neither Lessor, its agents, officers nor employees shall be in any way responsible for any loss or damage to the Aircraft or other property.

In the event Lessee defaults on the terms of this agreement, Lessor shall have the right to place a lien on the Aircraft for unpaid rent and other charges. Other charges include expenses to repair damages to the premises, expenses to prepare the Leased Premises for re-letting, and for court costs and reasonable attorneys' fees.

11. **Operation of the Aircraft.** Lessee is responsible for operating the Aircraft on the Airport in accordance with the applicable Federal Aircraft Regulations, approved waivers/exemptions, and the Code of the Commonwealth of Virginia.
12. **Airport Rules and Regulations.** Lessee agrees to comply with the Warrenton-Fauquier County Airport's Rules, Regulations, and Minimum Standards. Lessee will receive written

notice of any change to the Rules, Regulations, and Minimum Standards at least sixty (60) days prior to their effective date.

13. **Surrender of Possession.** Upon 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. Lessee shall leave the Leased Premises in the same condition as when received, ordinary wear and tear excepted. Lessee shall be liable for any and all damage to the Leased Premises caused by Lessee's improper or negligent operation. Except as otherwise provided in this agreement, all fixtures, improvements, equipment and other property bought, installed, erected or placed in the Leased Premises by Lessee shall remain the property of the 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, 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 of this agreement, shall vest in Lessor. If Lessee fails to store the Aircraft in the Leased Premises for fifteen days consecutively, and fails to notify Lessor of its intended absence prior to leaving, Lessee shall be deemed to have surrendered possession of and vacated the Leased Premises and terminated this agreement.
14. **Liability of Parties.** Lessor and Lessee shall each be responsible for its own negligence or willful misconduct. Lessor shall not be liable for its failure to perform pursuant to this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.
15. **Insurance.** Lessee shall maintain insurance of such types and in such amounts not less than those required by the Code of Virginia, Title 5.1, Chapter 8.1, § 88.2: and Title 5.1, Chapter 1, § 9.5:. Lessee is responsible for insuring against liability for damage or loss to the Aircraft or other property, and against liability for personal injury or death arising from acts or omissions of Lessee, its agents and/or employees. Prior to the effective date of this agreement, Lessee shall provide Lessor with a certificate of insurance issued by an insurance company showing proof of such insurance. Lessee shall also provide an insurance company issued certificate of insurance upon each anniversary of the renewal of that insurance. Lessee shall also provide Lessor a minimum of thirty (30) days' notice when said insurance is cancelled. Lessee shall notify Lessor in writing of any change in insurance coverage, said notice to be sent by U.S. Postal Service to the Airport Enterprise Director prior to the effective date of the change.
16. **Inspection of Hangars.** Lessor, with prior reasonable notice to Lessee, may enter and inspect the Leased Premises for the purpose of ensuring Lessee's compliance with its obligations under this agreement, performing repairs, making improvements, or conducting other inspections. Lessor agrees to secure the Leased Premises upon completion of inspections.

In the event of an emergency, Lessor may enter the Leased Premises without prior notice to Lessee. Lessor shall store keys, lock combinations, and other means used for access to the Leased Premises in an appropriately controlled environment. Lessee shall insure that the County or its representative has access to the Leased Premises at all times. Lessor shall maintain a record of its access to the Leased Premises to include a minimum of the date, time, duration, name of the person entering the hangar and the reason for such entry. The record of

entries shall be maintained in the Office of the Airport Enterprise Director and available for inspection by Lessee.

17. **Maintenance on the Aircraft in Hangar.** Pursuant to FAA Order 5190.6A, Airport Compliance Requirements, Lessee shall be allowed to perform maintenance on the Aircraft within the Leased Premises with its own equipment and employees or agents, 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. Lessee will dispose of used oil only at facilities that accept used motor oil for recycling. Spray painting (except minor touch-up), paint stripping, and fabric recovering/patching with nitrate dopes, shall require prior approval from the Airport Enterprise Director. At no time shall an aircraft engine(s) be started in a leased hangar.
18. **Storage of Hazardous Materials.** Hazardous materials, as defined by the United States Environmental Protection Agency or Virginia Department of Environmental Quality, shall not be stored in/on the Leased Premises, subject to the following exceptions: A maximum of 5 gallons of fuel stored in a UL approved metal container is permitted for powering of aircraft auxiliary equipment. Small quantities of common solvents, lubricants, and other materials customarily used for aircraft maintenance are permitted to be stored in the leased hangar provided they are in approved containers and stored in compliance with applicable laws, fire codes, government regulations, and Fauquier County ordinances. Aircraft shall not be fueled or de-fueled while inside a leased hangar. Lessee shall be responsible for hazmat cleanup if a spill is caused by the negligence or willful misconduct of Lessee, its agents, employees, or guests.
19. **Assignment, Subletting, and Aircraft Ownership.** This agreement is not transferrable or assignable without prior written authorization and consent of the Lessor. Lessee may not sublet the Leased Premises without the written consent of the Lessor. Such consent shall not be unreasonably withheld. The parking of any aircraft not identified in this agreement, or for which Lessee is not the registered owner, for more than an aggregate total of 15 days during the lease period, without prior written approval from Lessor, is prohibited.
20. **Notice.** All notices and requests required pursuant to this agreement relating to default or non-compliance with the terms or obligations herein shall be in writing and sent by certified mail, return receipt requested, to the address for that party stated below. The date on which any such notice is postmarked shall be deemed the date of notice. All other routine written notices may be sent by U.S. Postal Service, facsimile, or e-mail. Should either party's contact information change, that party shall notify the other party within fourteen (14) days of such change. Lessee's failure to keep Lessor apprised of its current contact information shall be deemed a default of this agreement.

Lessor: The Fauquier County Board of Supervisors
Attn: Paul S. McCulla, County Administrator
10 Hotel Street, Suite 204
Warrenton, VA 20186
(540) 422-8001
(540) 422-8022 – facsimile
paul.mcculla@fauquiercounty.gov

Lessee:

1. Mailing address:

2. Home address (for individual lessees):

3. Business address (for corporate lessees):

4. Telephone numbers:

	(Home)
	(Office)
	(Cell)

5. Email address:

21. **Governing Law.** This agreement is a contract executed pursuant to and shall be construed according to the laws of the Commonwealth of Virginia and the County of Fauquier, therein.

22. **Attorney Fees.** In the event any action is filed relating to this agreement, each party shall be responsible for its own attorney's fees.

23. **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.

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

25. **Paragraph Headings.** The paragraph headings in 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.

26. **Subordination of Agreement.** This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor 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 expenditure of Federal funds for the development of the Airport.

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.

28. **Agent for the Lessor.** In all routine, ministerial matters governed by or concerning this Lease, the Airport Enterprise Director shall be considered an Agent of the Lessor.

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

LESSOR (Signature)

Fauquier County Board of Supervisors
By: Paul S. McCulla
County Administrator

LESSEE (Signature)

Lessee (print name)

Title (if applicable)

APPROVED AS TO FORM:

Kevin J. Burke, County Attorney