

City of Granite Shoals

Granite Shoals/Bob Sylvester Airport Tie Down Lease Agreement

This Lease Agreement is provided for any tenant who chooses to lease a tie-down space at the Granite Shoals/Bob Sylvester Airport, a publicly owned airport.

STATE OF TEXAS

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COUNTY OF BURNET

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KNOW ALL BY THESE PRESENTS:

This lease is entered into this ____ day of _____, 20 __, between the City of Granite Shoals, Texas, hereinafter referred to as the “Lessor” and is the owner of the Granite Shoals/Bob Sylvester Airport, hereinafter referred to as “Airport” and _____ (a corporation, partnership, or sole proprietor), hereinafter referred to as “Lessee” who covenant and agree as follows:

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain use of Airport tie downs as stated herein;

NOW THEREFORE, in consideration of the terms, considerations, and privileges listed herein, Lessor and Lessee covenant and agree as follows:

Section 1. Leased Area

Land – Lessor does hereby lease to Lessee one (1) tie down space of land more particularly described as follows: One (1) tie down space located on the Northwest side of the Airport, adjacent to the Granite Shoals Animal Control building, designed for a single airplane, and hereinafter referred to as the “Land” and located on the Airport. Lessee hereby leases the said Land from the Lessor subject to the terms, considerations, and privileges stated herein.

Section 2. Term

This lease shall be for the term of one (1) year, commencing on the ____ day of _____, 20 __ and ending on the ____ day of _____, 20 __. Thereafter, this lease may be renewed for a subsequent one (1) year extension, at the prevailing fee schedule adopted by the City Council at the time of renewal, upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the current lease term and upon mutual and written agreement by Lessor.

Section 3. Consideration

1. In consideration for the lease of the Land/Hangar/Building/Office referenced herein, Lessee hereby agrees to pay monthly the sum of \$50.00, or if for a term of less than one month, the sum of \$10.00 per day. The first month of the lease year’s payment must be

made in advance. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

2. Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor by ordinance adopted by the Granite Shoals City Council. All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Granite Shoals, Texas by mail or delivery.
3. In the event Lessee fails to remit any payments when the same are due, a late fee of \$10.00 shall be charged by Lessor. In the event Lessee shall become delinquent for more than 31 days, this lease may be terminated by Lessor as further defined in Section 7.
4. Lessee agrees that Lessee will at all times keep the premises of the Land, and the Airport generally, clean and free of trash, litter, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and recommendations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the City of Granite Shoals, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regard to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the Airport. Should Lessee fail to keep the leased Land clean and free of hazards, Lessor may, after 7 days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
5. Taxes, Fees, Insurance, and Bond – Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor-owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land and is required herein to provide insurance in accordance with Section 7 of this Agreement, Insurance.

Section 4. Permitted Use

1. Lessee agrees that the leased Land may be used for any noncommercial aeronautical activity pursuant to this Agreement and for no other purposes.
2. Lessee may park a vehicle in the appropriate parking area on the northeast side of the runway, but only while on a flight which originated at the Airport.

Section 5. Restricted Use

1. Lessee agrees that the usage of the Land shall be limited to the parking of his or her personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on the Land except in approved automobile parking areas and as agreed upon by Lessor.
2. Lessee agrees that Lessee will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other commercial activity at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
3. Except as provided in Paragraph 4 of this Section, Lessee agrees that Lessee will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land except with the written consent of Lessor.
4. Lessee agrees not to fuel or defuel any aircraft parked at the tie-down designated space, with the exception that Lessee may store five gallons of fuel either in the aircraft or on the Land for refueling as a safety precaution.
5. Lessee agrees not to make any additions or modifications to the Land unless agreed upon by both parties in writing. In the event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this lease, shall become the property of the Lessor.
6. Lessee agrees that Lessee will not operate any nonaviation related business or activity on/in the Land without the expressed written consent of Lessor. Any such nonaviation related business or activity must be so established by a separate contract.
7. Lessee agrees that any aircraft stored on the Land must be inspected annually in order to legally fly, that Lessee will provide a copy of this annual inspection to the Lessor, and that failure to do so is grounds for termination of the lease by Lessor and removal of the aircraft from the Land.

Section 6. Sublease, Assignment, or Sale

Lessee shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, for the Lessor to immediately terminate this contract agreement.

Section 7. Insurance

The Lessee shall maintain insurance in the following amounts:

General Liability Insurance	\$500,000 per claim or occurrence	\$1,000,000 for all claims arising out of a single transaction or per occurrence
Property Damage Insurance	\$250,000 per occurrence	
Workers Compensation Insurance	In the amounts that meet the requirements as set forth by State law	

Lessee also agrees to furnish comprehensive general liability coverage providing bodily injury, personal injury, property damages including products liability and complete operation coverage against any and all claims and losses arising out of any operations of the Lessee, including occupancy of the premises, sale, gift, serving, handling, or dispensing of any product.

Lessee shall provide the Lessor with certificates evidencing such insurance coverage and the Lessor shall be listed as an additional insured. Such certificate shall be provided to the Lessor with thirty (30) days advance notice of any cancellation, material change, reduction of coverage, or nonrenewal. The Lessor shall be provided with a copy of the appropriate riders evidencing that the Lessor is included as an additional insured to the above required policies.

Section 8. Termination

1. This contract agreement may be terminated with thirty (30) days written notice by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein. Should Lessee be declared bankrupt, incompetent, or become deceased, this contract agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event Lessee fails to make timely payments of fees, fails to provide proof of required insurance or bond, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee and be entitled to all remedies at Law or Equity.
2. Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the Airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee. Any prepayment of rent by Lessee would be returned in such instance.
3. This contract may be prematurely terminated by mutual agreement and consent of both parties in writing.
4. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should

Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

Section 9. Indemnity

LESSEE AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS ARISING FROM OR BASED UPON INTENTIONAL OR NEGLIGENT ACTS OR OMISSION ON THE PART OF LESSEE, ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, INVITEES, CONTRACTORS, OR SUBCONTRACTORS WHICH MAY ARISE OUT OF OR RESULT FROM THE LESSEE'S OCCUPANCY OR USE OF THE FACILITIES AND CITY-OWNED PROPERTY AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT. THIS INDEMNITY PROVISION SHALL APPLY REGARDLESS OF THE NATURE OF THE INJURY OR HARM ALLEGED, WHETHER FOR INJURY OR DEATH TO PERSONS OR DAMAGE TO PROPERTY, OR WHETHER SUCH CLAIMS ARE ALLEGED AS COMMON LAW, STATUTORY, OR CONSTITUTIONAL CLAIMS, OR OTHERWISE. THIS INDEMNITY PROVISION SHALL APPLY WHETHER THE BASIS FOR CLAIMS, SUIT, DEMAND AND/OR ACTION MAY BE ATTRIBUTABLE IN WHOLE OR IN PART TO THE LESSEE OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, INVITEES, CONTRACTORS, OR SUBCONTRACTORS, OR TO ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM.

Section 10. Maintenance of Landing Area

Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this lease to continue operating the Airport as an Airport and may close the Airport at any time and at its own discretion. Such closure shall immediately void this contract and no damages or monies, or other compensation will be owed to the Lessee by Lessor.

Section 11. Exclusions

1. This contract agreement embraces the entire lease agreement of the parties mentioned herein pertaining to the Land and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the Land, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
2. Lessee makes use of the leased Land at its own risk. Lessor assumes no responsibility for the security or maintenance of any plane or equipment placed on the Land pursuant to this agreement.
3. For the purpose of this agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.
4. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
5. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party, except that Lessor is acting on behalf of the City of Granite Shoals.
6. This contract agreement shall be governed by the laws of the State of Texas and construed thereunder, and venue of any action brought under this contract agreement shall be in Burnet County, Texas.
7. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end, the provisions of this contract agreement are declared to be severable.

EXECUTED this _____ day of _____, 20____.

Lessor: City of Granite Shoals, Texas

City Manager

Attest: _____

Dawn Wright, City Secretary

Lessee

Printed Name

Phone Number

Email address

Mailing Address

STATE OF TEXAS §

COUNTY OF BURNET §

SWORN AND SUBSCRIBED TO BEFORE ME, by _____,
the person whose name is subscribed to the foregoing instrument and who acknowledged to me
that he/she executed the same for the purposes and considerations therein expressed and in that
capacity therein stated on this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____