

**LEASE AGREEMENT**

**PRIVATE USE HANGAR LOT LEASE**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
(being the date of the Town Council Meeting when lease was approved)  
by and between the TOWN OF DUBOIS, FREMONT COUNTY, WYOMING,  
a Municipal Corporation, hereinafter called "Lessor," and  
\_\_\_\_\_, hereinafter called "Lessee(s)."

**WITNESSETH**

For and in consideration of the covenants, terms and conditions hereinafter set forth to be kept and performed by the Lessor and Lessee, Lessor does hereby lease and let unto the Lessee the following real property, hereinafter referred to as "Premises," to-wit:

**Hanger Location**

**Dubois Municipal Airport, Dubois, Wyoming**  
**Numerically Identified as Lot Number: \_\_\_\_\_**  
**Dimensions of Lot: \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ Sq. Ft.**

1. **TERM** – This Agreement shall be EFFECTIVE on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and this initial term shall be for \_\_\_ years and \_\_\_\_\_ pro-rated days and terminating on June 30th, 2020, with an option to enter into a new standard lease agreement offered in 2020.
2. **RENTAL** – As rental during the term of this Lease, the Lessee covenants and agrees to pay the Lessor as minimum cash rental for said premises in the minimal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per year for the first year, calculated at \$ \_\_\_\_\_ \* per square foot of total area dedicated to the hanger including setbacks, aprons, etc., due and payable on the first day of each lease year, commencing the effective date and ending June 30th of each renewal year. \*See rate schedule on the last page of Lease. Said rental rate may be modified each year thereafter as provided for hereafter based on FY 07/08 initial rate of ten cents (\$0.10) per square foot, and increased by a compounded annual C.O.L. adjustment determined by the Governing Body.

If lease is granted to be effective on any date other than July 1st, the above annual rent shall be pro-rated by the number of days left in the current fiscal year ending June 30th for a partial rent fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

In the event that the hangar is sold, the annual pre-paid rental fee will not be refunded by the Town. The rental fee due from the new owner will commence after the sellers pre-paid fee expires and will be calculated commencing July 1 of the new-year.

**RENTAL FEE** – The rental fee will be reviewed yearly. The fee may be adjusted upward in an amount not to exceed the State of Wyoming, Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year. The rental fee may be increased, renegotiated or changed, and new methods of calculation may be used and will be presented as a rounded dollar amount.

3. **USE** – The primary purpose of all hangars is for the storage of aircraft, and use of hangars as a "storage unit" is prohibited.
4. **TAXES AND ASSESSMENTS** – Lessee agrees to pay promptly when due, all taxes and assessments which may be levied or charged against the premises or the buildings and improvements erected thereon and indemnify Lessor therefrom.
5. **VARIANCES** – Any variances in the Terms and Conditions of this Lease Agreement policy must be approved by the Dubois Airport Board and the Dubois Town Council.

Initials: \_\_\_\_\_ Lessor, \_\_\_\_\_ Lessee

6. **REQUIRED APPROVAL AND BUILDING PERMITS** – Lessee’s specific individual hangar design and construction must be approved by the Dubois Airport Board prior to Lessee’s submitting a building permit application. Lessee agrees to obtain a building permit from the Town and the approval of the Town for any buildings or improvements placed thereon, and not to alter same without first submitting the plans and specifications therefore to the Town and obtaining approval thereof. All construction, improvements or alterations will meet all applicable codes and ordinances of the Town of Dubois. All new construction for hangars will conform to all applicable Town codes and requirements as to type, design and construction materials, and any other requirements as may be set forth by the Airport Board from time to time. Construction of buildings and improvements on the premises shall commence within twelve (12) months and shall be completed within eighteen (18) months from the time of the signing of the lease. A Certificate of General Liability Insurance showing the Town of Dubois as Additional Insured and as Certificate Holder must be provided to the Lessor prior to the start of construction.

**DESIGN & CONSTRUCTION** – Hangars will be constructed of materials conducive to extended life and having characteristics of low maintenance and attractive appearance. Painted exterior colors, if approved by the Airport Board, shall be “earth tones,” consistent with the surrounding landscape. All hangars shall be completely enclosed, and all doors shall remain closed during periods of inactivity.

7. **LOCATION** – New hangars will be located in accordance with the Airport Layout Plan (ALP) and FAA Regulations which are current at the time of construction. Selection of the lot will be negotiated with the Dubois Airport Board.
8. **SUBORDINATION** – This lease shall be subordinate to the provisions of any existing or future agreement of any existing or future agreement between the Town of Dubois and the United States Government, relative to the operation, maintenance and improvements of the Dubois Airport, the execution of which has been or may be required as a condition precedent to expenditures of Federal funds for the development of the Dubois Airport.
9. **SECURITY** – Lessee agrees to maintain the security of the airport operations area as directed by the Airport Manager. Lessee further agrees to abide by all security regulations that may be promulgated by the Airport Manager. The Town of Dubois may restrict, by whatever means necessary, the public access to the areas of aircraft taxi or movement and to all tie-down areas within the airport boundaries including hangar interiors.
10. **UTILITIES** – Any utilities or other public services which may become available which the Lessee desires to use on the premises shall be placed under ground in easements prescribed for such use and “as built” plans of the locations of such utility lines shall be provided to the Airport Manager. All utility arrangements, including hook-up, payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.
11. **LEASE MAINTENANCE** – Lessee agrees to keep and maintain the above described premises and all improvements thereon and all parts thereto in good and substantial repair and condition; to prohibit the accumulation of junk and debris on the premises and to keep weeds and grass cut at all times. The Lessee agrees that no signs shall be placed on the premises or painted on the building or improvements situated thereon. Trash removal will be Lessee’s responsibility, and will be performed regularly.

Storage of gasoline, kerosene or other highly combustible materials within the hangars is Lessee’s sole responsibility and Lessee accepts any and all liability therefore, but in no event shall Lessee store more than two 55-gallon drums of such material. Permanent storage tanks, aboveground or underground, are strictly prohibited.

Weeds, grass and debris will be controlled by the Lessee within the leased areas to the satisfaction of the Dubois Airport Board and Airport Manager.

Hangars will be maintained properly and in accordance with standards set forth by the Airport Board or the Town Council.

Initials: \_\_\_\_\_ Lessor, \_\_\_\_\_ Lessee

12. **SUBLETS AND ASSIGNS – SALE OF HANGAR** – Lessee agrees not to assign this Lease or sublet the above described premises without the prior written consent of the Lessor. Lessee further agrees that any attempt to sublet, rent, or assign this Lease without the express written consent of Lessor shall constitute a breach of this Lease.

Any aircraft hangar constructed in accordance with this Lease Agreement will be the property of the owner so long as the structure remains on the leased ground. The owner of the structure retains the right to sell or lease the hangar to any other party who wishes to use it for the purpose of storage of aircraft and who obtains an appropriate lease or approved assignment of Lease from the Town of Dubois. Further, the hangar may be removed by the owner when the Lease is terminated for any reason. All costs of removal and any necessary land rehabilitation will be the responsibility of the lessee.

13. **APPLICABLE LAWS AND REGULATIONS** – Lessee agrees not to use or permit the use of the leased premises or any part thereof for any purpose that may be contrary to the laws of the United States, the State of Wyoming or the Ordinances of the Town of Dubois, either as those laws are now or may hereafter be enacted.

14. **HOLD HARMLESS AND INSURANCE** – Lessee agrees to save and keep and hold Lessor harmless from any and all liabilities or claims regardless of source arising during the term of this Lease, including, but not limited to, any claims or demands resulting from property damage, personal injury, accident, act or omission, or any other claim whether in tort, contract or otherwise. Lessee specifically agrees to defend and indemnify Lessor from any and all claims including but not limited to those specified herein. Lessee shall be liable for any and all loss and/or damage to Lessee’s property, including but not limited to loss, caused by fire, theft, vandalism, and/or malicious mischief.

IT IS UNDERSTOOD AND AGREED THAT THE TRAFFIC OF AIRPLANES ON SAID AIRPORT INVOLVES SOME RISK OF FIRE AND THE LESSEE(S) ASSUME ALL RESPONSIBILITY FOR AND AGREE TO RELEASE, SAVE, AND HOLD HARMLESS THE LESSOR FROM AND AGAINST LOSS OR DAMAGE TO PROPERTY AND PERSONS ON OR ABOUT LESSEE(S) PREMISES.

Lessee agrees to keep in full force and affect a comprehensive liability insurance policy on the leased premises, in a minimum amount of One Million or a rate set by the Town Council, and further understands and agrees that Lessee is solely responsible for obtaining any other type of insurance Lessee may desire. The Town of Dubois will be named as an additional insured on the insurance policy. It is the responsibility of lessee to supply the Town with a current certificate of insurance policy at all times. Failure to provide a policy in effect for the full term of the lease, will terminate the lease without further notice.

15. **LOSS OR DESTRUCTION** – In the event the premises covered by this Lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one-hundred twenty (120) days after the happening of such destruction or damage, then this Lease, at the option of the Lessor, shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay to the Lessee any rents theretofore paid by Lessee with respect to any period subsequent to the date of such termination, and thereon Lessee shall surrender possession of the premises to Lessor in an acceptable condition. If such destruction or damage can be repaired within one-hundred twenty (120) days, Lessee shall forthwith repair the same with all reasonable diligence, and at Lessee’s own expense, and the Lease shall continue in force and effect. If the hanger cannot be repaired within one-hundred twenty (120) days, then the lessee shall remove the remaining structure and improvements from the leased premises within sixty (60) days.
16. **LEASE TERMINATION** – Lessee agrees to promptly surrender up and deliver possession of said premises to the Lessor in as good order and condition as when received by the Lessee upon the expiration or termination of this Lease. Termination of this Lease may be made by the Lessor for good cause or by mutual written agreement of the parties. It is specifically the intention of the parties that good cause includes such things as failure of the Lessee to perform his obligations under this Lease, waste of the property, safety reasons, or other significant

Initials: \_\_\_\_\_ Lessor, \_\_\_\_\_ Lessee

reasons supported by a proper showing on the part of Lessor. Both parties understand and agree that the Lessor shall not and will not terminate this Lease arbitrarily, or capriciously, or for no good cause. If the hangar is not removed within sixty (60) days of the termination of the lease, and within six (6) months of provisions in Paragraph 12, then the hangar and personal property becomes the property of the town.

- 17. LIEN RIGHT – Lessee agrees that all property of the Lessee, wherever situated, including that property that may be at any time during the term of this Lease upon the leased premises, shall be subject to a lien in favor of the Lessor for the payment of any rent or for any other damages caused by breach of this Lease or any of Lessee’s obligations or covenants hereunder. Lessee specifically and expressly agrees that upon Lessee’s breach of any term or condition of this Lease, the Lessor may take possession of Lessee’s property or any part or parts thereof, and sell or cause the same to be sold at a public sale with notice, to the highest bidder for cash, and apply the proceeds of said sale towards Lessee’s indebtedness or other damages in accordance with Wyoming Law.

Lessee understands and agrees that in addition to Lessor’s right of possession of Lessee’s property as indicated herein, Lessor has the right to pursue all legal remedies available including the collection of any deficiencies.

- 18. NOTICES – Notices to the Lessee provided herein shall be sufficient if sent by United States Mail, postage prepaid, and addressed to the Lessee as follows:

Name: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone Number(s): Land Line: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_

Notices to the Lessor provided herein shall be sufficient if sent by United States Mail, postage prepaid, and addressed to the Lessor as follows:

Town of Dubois, Mayor  
 Post Office Box 555  
 Dubois, Wyoming 82513

Notices shall include, but not be limited to, notices of change in rental terms, change of Airport operation procedures, change in regulations, and notice of termination.

- 19. ATTORNEY’S FEES – In the event this Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due or becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Agreement, or for failure to observe any of the covenants of this Agreement, or for Lessor’s defense of any claim arising out of Lessee’s omission or negligence, the Lessee agrees to pay the Lessor’s reasonable attorney’s fees and costs.
- 20. NON-WAIVER – Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessee shall not be deemed as a continuing waiver and shall not operate to bar or prevent the Lessor from declaring a forfeiture and terminating this Lease for any succeeding breach either of the same or any conditions or provisions hereof.
- 21. PARAGRAPH HEADINGS – The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 22. BINDER – The benefits and obligations hereunder shall extend to and shall be binding upon the heirs, administrators, executors, assigns and successors of the Lessee hereto, but no interest in this Lease shall be assigned, nor said premises nor any part thereof sublet, used or

Initials: \_\_\_\_\_ Lessor, \_\_\_\_\_ Lessee

occupied by any party other than the Lessee(s) without the written consent of Lessor first obtained in accordance with Paragraph 8 hereinabove.

- 23. CORPORATIONS – If this Lease is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing same.
- 24. RETENTION OF GOVERNMENTAL IMMUNITY – By entering into this contract, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq., and retains all immunities and defenses provided by law with regards to any actions. Whether in tort, contract or any other theory of law. This contract is for the sole benefit of the parties, and is not intended to be for the benefit of any other third party or entity.
- 25. SPECIAL PROVISIONS – If any (if none at the time this agreement is entered into, enter none).

Initials: \_\_\_\_\_ Lessor, \_\_\_\_\_ Lessee

IN WITNESS HEREOF, the parties hereto have set their hands and seals the day and dates indicated below.

**THE TOWN OF DUBOIS**  
A Municipal Corporation, Lessor

ATTEST:

\_\_\_\_\_  
Mayor  
**Lease not to be signed by Town until copy of liability policy in Paragraph 16 has been furnished to the Town.**  
Agreement Date and Effective Date to be entered after Council approval.

\_\_\_\_\_  
Clerk

STATE OF WYOMING            )  
  ) ss  
COUNTY OF FREMONT        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, Mayor, and \_\_\_\_\_, Clerk, to me known to be the persons described herein and who executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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**ACKNOWLEDGMENT BY INDIVIDUAL LESSEE(S)**

Name of Lessee(s) \_\_\_\_\_  
\_\_\_\_\_

STATE OF WYOMING            )  
  ) ss  
COUNTY OF FREMONT        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared the above-named Lessee(s), to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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**ACKNOWLEDGMENT BY CORPORATE LESSEE**

Name of Lessee(s) \_\_\_\_\_  
Title: \_\_\_\_\_  
(If signed for a corporation, partnership or owner or agent)

ATTEST:  
Title

STATE OF WYOMING            )  
  ) ss  
COUNTY OF FREMONT        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Initials: \_\_\_\_\_ Lessor, \_\_\_\_\_ Lessee

**COST OF LIVING ADJUSTED RENTAL RATES**

| Effective Period | Cost of Living Increase* | Private Rental Rate | Commercial Rental Rate |
|------------------|--------------------------|---------------------|------------------------|
| 7/1/06 - 6/30/07 |                          | \$0.1000            | \$0.2000               |
| 7/1/07 - 6/30/08 | 4.10%                    | \$0.1041            | \$0.2082               |
| 7/1/08 - 6/30/09 | 3.90%                    | \$0.1082            | \$0.2162               |
| 7/1/09 - 6/30/10 | 2.80%                    | \$0.1112            | \$0.2224               |
| 7/1/10 - 6/30/11 | –                        | \$0.1112            | \$0.2224               |
| 7/1/11 - 6/30/12 | 4.80%                    | \$0.1165            | \$0.2330               |
| 7/1/12 - 6/30/13 | –                        | \$0.1165            | \$0.2330               |
| 7/1/13 - 6/30/14 | –                        | \$0.1165            | \$0.2330               |
| 7/1/14 - 6/30/15 | –                        | \$0.1165            | \$0.2330               |
| 7/1/15 - 6/30/16 | –                        | \$0.1165            | \$0.2330               |
| 7/1/16 - 6/30/17 | 11.59%                   | \$0.1300            | \$0.2600               |
| 7/1/17 - 6/30/18 |                          |                     |                        |
| 7/1/18 - 6/30/19 |                          |                     |                        |
| 7/1/19 - 6/30/20 |                          |                     |                        |

\*Cost of Living Increase based on 4Q of previous year ending December 31st released the end of March

**PAYMENT AND INSURANCE HISTORY JOURNAL**

| Period                           | Square Feet | Rental Rate | Rental Fee to be Rounded | Amount Paid | Date Paid | Insurance Expiration Date |
|----------------------------------|-------------|-------------|--------------------------|-------------|-----------|---------------------------|
| ____ days*<br>__/__/__ - 6/30/__ |             |             |                          |             |           |                           |
| 7/1/__ - 6/30/__                 |             |             |                          |             |           |                           |
| 7/1/__ - 6/30/__                 |             |             |                          |             |           |                           |
| 7/1/__ - 6/30/__                 |             |             |                          |             |           |                           |
| 7/1/__ - 6/30/__                 |             |             |                          |             |           |                           |
| 7/1/__ - 6/30/__                 |             |             |                          |             |           |                           |

\*Number of days in first period used for prorating

Initials: \_\_\_\_\_ Lessor, \_\_\_\_\_ Lessee

# Dubois Municipal Airport Hangar Lot Lease Agreement Worksheet

Enter the information on this page to automatically fill out the Lease.

|   |                                  |                                     |
|---|----------------------------------|-------------------------------------|
| Agreement Date:                                       |                                  |                                     |
| Effective Date:                                       |                                  |                                     |
| Name of Lessee(s):                                    |                                  |                                     |
| Lot Number:   |                                  |                                     |
| Width:  |                                  |                                     |
| Length:   |                                  |                                     |
| Lease Type:   | <input type="checkbox"/> Private | <input type="checkbox"/> Commercial |
| Current Rate:   |                                  |                                     |
| Special Provisions:<br><i>(if any, or enter None)</i> |                                  |                                     |

### Notices

|                   |  |
|-------------------|--|
| Name:             |  |
| Physical Address: |  |
| Mailing Address:  |  |
| City/State/ZIP:   |  |
| Email:            |  |
| Land Line:        |  |
| Cell Phone:       |  |

### Town of Dubois Signatories

|        |  |
|--------|--|
| Mayor: |  |
| Clerk: |  |

### Commercial Lessees Signatories

|           |  |
|-----------|--|
| Company:  |  |
| Name #1:  |  |
| Title #1: |  |
| Name #2:  |  |
| Title #2: |  |