

**ALBERTUS AIRPORT**  
**HANGAR LEASE - GENERAL**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between The **City of Freeport** (hereinafter called the Lessor) and \_\_\_\_\_ (hereinafter called the Lessee).

**The parties agree as follows:**

In consideration of the payment of \$ \_\_\_\_\_ (\*see notes below) per month, Starting August 1, 2010, payable on the first day of each month thereafter. I agree to lease the following:

Hangar Number \_\_\_\_\_ located at the Albertus Airport facilities in Freeport, Illinois.

The leased premises shall be used for the following purpose(s):

Only the aircraft which is listed below.

Any modification or change of aircraft must be submitted to the Lessor in writing and Lessor must approve said change.

The lease shall be subject to the verification of the following conditions and covenants:

FAA "N" number: \_\_\_\_\_  
Aircraft Manufacturer: \_\_\_\_\_  
Manufacture's Model/Type # \_\_\_\_\_  
Aircraft Color: \_\_\_\_\_

FAA "N" number: \_\_\_\_\_  
Aircraft Manufacturer: \_\_\_\_\_  
Manufacture's Model/Type # \_\_\_\_\_  
Aircraft Color: \_\_\_\_\_

**Registered owner:**

Residence Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Aircraft Insurer name:** \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Policy number: \_\_\_\_\_

**Emergency Notification**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone number: \_\_\_\_\_

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

(\*Notes) **Escalator Clause** - Lease rates for calendar year 2009 and 2010 will increase 5% over the previous year. Thereafter, lease rates will be reviewed on an annual basis.

**Discount Option** - Current yearly Lessees have the option by accepting the lease rate as shown in this section to extend his or her current yearly payment schedule in accordance with details outlined in a side letter attached to this lease.

\_\_\_\_\_ By initialing this option, I / we hereby wish to take advantage of this Discount Option.

The **City of Freeport** requires a minimum of \$1 million in aircraft liability insurance coverage from each Lessee, with the exception of ultra-lights, as defined by the FAA through FAR, Part 103. (Attach copy of insurance policy or certificate of insurance). The City shall consider exceptions to this insurance requirement for Experimental Aircraft currently under a lease with Lessor, on a case by case basis, when good cause is shown for such an exception to be granted.

**The Lessee covenants with the Lessor are as follows:**

1. To notify airport, in writing, within 30 days of any change in the information furnished above.
2. To abide by all statutes, laws, ordinances, rules and regulations of the Federal Aviation Administration, State of Illinois, **City of Freeport**, the governing body of the **Albertus Airport** and of all other duly constituted public authorities having jurisdiction; and specifically including, but not limited to the Lessor's Rules and Regulations for the **Albertus Airport**.
3. Lessee shall not, in whole or in part, assign, sublet or furnish to any other person, firm partnership, corporation or other entity, any hangar, or any other right or privilege in or on any airport property without the written consent of Lessor's airport manager or governing board.
4. Lessee agrees to and does hereby accept all facilities on the leased premises on an "as is" basis; further, Lessor hereby disclaims, and Lessee accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the hangar used for the storage of airplanes.

5. Lessor shall be responsible for all maintenance/repairs to the leased premises, including the hangar doors, except when necessitated by the negligence or willful misconduct of the Lessee, its agent, 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 30 days or more, the rent shall be abated during the period of untenability. If untenable for 30 days or more, the Lessee shall have the option to terminate this agreement by notifying the Lessor in writing of this election.
6. Lessor shall not be liable for damages to Lessee for damages to or loss of property or for any injury occurring on or about the Premises, except for the Lessor's negligent, willful or wanton conduct, all claims for such injury hereby being waived by Lessee. Nothing herein is intended to modify or countermand the provisions of the Illinois Local Governmental And Governmental Employees Tort Immunity Act [745 ILCS 10/1-101 *et.seq.*]; specifically Article III thereof [745 ILCS 10/3-101 *et. seq.*]
7. Lessee shall not make any improvements or make changes to leased premises, absent advance written authorization by City.
8. Upon the occurrence of a default of any of the terms or conditions of this Lease Agreement the City shall give Lessee written notice of same and a reasonable amount of time, in the sole discretion of the City, allowing the Lessee opportunity to cure, Lessor may terminate this lease, re-enter the Premises and take any further action it is entitled to take under State or Federal Law.
9. Lessor and Lessee shall have the right to terminate this agreement at any time with 30 days written notice. Upon any such termination, Lessee shall be responsible for the prompt removal of any aircraft or other items located within the hangar by the end of such thirty (30) day notice. The Manager may move, or cause to be removed at the owner's expense, any aircraft or other belongings not so removed. The Lessor shall refund to the Lessee a pro rata amount of unexpired storage charges less any costs associated hereunder.
10. Lessor shall have the right to remove lessee's airplane(s) from the leased premises if rent payment is more than 30 days past due.
11. The acceptance of rent after it is due, whether on one or more occasions, shall not be a waiver of the Lessor's rights under this agreement.
12. Lessor shall have the right to enter said premises at any time for inspection or to make repairs, additions or alterations, or move or remove any contents including aircraft as may be necessary for the safety, improvement, or preservation of the leased premises. Absent emergency, Lessor shall give 48 hours advance notice to Lessee of same.

13. Flying Club lessees do further agree to provide the Lessor with an up-to-date list of the names of all members of said club on the first day of January and July of each year in which they operate at Lessor's airport.
14. Lessee hereby acknowledges receipt of a copy of this agreement and a copy of the rules and regulations applicable to Lessor's airport; said rules and regulations are specifically incorporated herein by such reference as though fully set forth herein; and
15. Lessee assumes sole responsibility or liability regarding the use of Lessee's space and maintaining that space in compliance with any state or federal law or other governing agency's rules and regulations.
16. **Notices**  
Any notice desired or required to be served by either the Lessee or Lessor upon the other may be served by personal service and/or by depositing the notice in the United States Certified Mail in a sealed envelope, postage prepaid, addressed as follows:

**Lessee:**      Name: \_\_\_\_\_  
                  Address: \_\_\_\_\_  
                  City/State/Zip: \_\_\_\_\_

**Lessor:**      **City of Freeport**  
                  **Attention: Mayor**  
                  **524 W. Stephenson Street, Suite 310**  
                  **Freeport, Illinois 61032**

or to any other person or address as may be designated by the parties. Notwithstanding this provision, notice under Section 12 shall be through the information provided in the Emergency Notification Section of this contract and documented by Lessor.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

**LESSOR: City of Freeport**

**BY:** \_\_\_\_\_

**Mayor**

**ATTEST:** \_\_\_\_\_

**City Clerk**

**Seal**

**LESSEE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Hangar Tenant**

**ATTEST:** \_\_\_\_\_

SAMPLE

**Side Letter for extension of existing lease rates**

This option is extended to those currently paying via the yearly rate.

The 5% discount currently established for yearly payment will be honored.

This option is offered with the following stipulations.

It is in the best interest of the City to have all lease payments occur at the same time. Therefore all future yearly payments will be due on January 1 of each year hereafter. The following examples are inserted for clarification.

(eg. 1) If you have paid for the entire year on April 1 of 2008, your year will extend to March 31, 2009. Then on April 1, 2009 your discount payment will cover the remainder of that calendar year (nine months) on a pro rata basis. Then from January 1, 2010 your yearly discount payment shall be due and payable.

(eg. 2) If you have paid for the entire year on November 1 of 2008, your year will extend to October 31, 2009. Then on November 1, 2009 your discount payment will cover the remainder of that calendar year (one month) on a pro rata basis. Then from January 1, 2010 your yearly discount payment shall be due and payable.

I wish to take advantage of this discount option, my current lease payment covers to \_\_\_\_\_, 2010 and I wish to pay the remaining \_\_\_\_\_month(s) per above samples to keep this discount option open. I understand that on January 1, 2011 my lease payment will be payable and that if yearly payment is not paid; I will then be expected to make monthly payments. I also understand that the lease rate as shown on the attached lease will be the base rate for the increases as stipulated in the attached lease.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

**FREEPORT ALBERTUS AIRPORT  
MONTHLY HANGAR RENT**

HANGAR NUMBER	RENT
A	\$249.00
B	
C-1	\$67.00
C-2	\$67.00
C-3	\$67.00
C-4	\$67.00
C-5	\$67.00
C-6	\$67.00
C-7	\$67.00
C-8	\$67.00
C-9	\$67.00
C-10	\$67.00
D	
E-1	
E-2	\$194.00
E-3	
E-4	\$194.00
E-5	
E-6	\$194.00
G	
H-1	\$205.00
H-2	\$194.00
H-3	\$205.00
H-4	\$205.00
I	\$150.00
J	\$525.00
K-1	\$150.00
K-2	\$150.00
K-3	\$150.00
K-4	\$150.00
K-5	\$150.00
K-6	\$150.00
K-7	\$150.00

HANGAR NUMBER	RENT
K-8	\$150.00
K-9	\$150.00
K-10	\$150.00
L-1	\$260.00
L-2	\$260.00
L-3	\$205.00
L-4	\$150.00
L-5	\$150.00
L-6	\$150.00
L-7	\$150.00
L-8	\$205.00
M-1	\$150.00
M-2	\$205.00
M-3	\$150.00
M-4	\$150.00
M-5	\$150.00
M-6	\$150.00
M-7	\$150.00
M-8	\$150.00
M-9	\$205.00
M-10	\$150.00
N-1	\$194.00
N-2	\$216.00
N-3	\$167.00
N-4	\$167.00
N-5	\$167.00
N-6	\$167.00
N-7	\$167.00
N-8	\$167.00
N-9	\$216.00
N-10	\$194.00
O-1	\$474.00