

HANGAR LEASE

LESSEE

Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone
(H): _____
(W): _____
Emergency Contact Info.: _____

LESSOR

DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago
Illinois
60185-1091

Date of lease: _____
Term of lease: Month-to-month
Beginning: _____
Monthly Rent: _____
Security Deposit: _____
Hangar Location: _____

1. Lease and Term.

- a. The Authority hereby gives Lessee the right to use and occupy the hangar specified above at the DuPage Airport.
- b. The term of this Lease shall be for one month commencing as stated above and shall automatically renew for successive one-month periods thereafter, unless terminated pursuant to the terms of this Lease.
- c. This Lease, or Lessee's right to possession, may be terminated by either the Authority or the Lessee upon thirty (30) days' prior written notice to the other.

2. Use of Hangar. Except as provided in the Airport Rules & Regulations and Minimum Standards, the Lessee shall use the hangar space only for the storage of the aircraft designated below and for no other purposes:

Manufacturer: _____
Model and Type: _____
Registration Number : _____
Color : _____

NOTE: *If multiple aircraft are stored, above information for each is to be supplied.*

3. Payment of Fees.

- a. In consideration for the rights, privileges and hangar space herein granted, the Lessee shall pay a monthly fee as stated above. The Authority reserves the right to increase the fee at any time during the term of this agreement without notice to the Lessee. The fee shall be paid monthly in advance on the first business day of each month, without any claims for any deductions or any setoffs for any purpose whatsoever. Payment shall be in cash or by check or money order payable to "DuPage Airport Authority" and shall be mailed or personally delivered to: DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, IL 60185-1091 or such other office as may be directed in writing by the Authority. The fee for the first month, the Security Deposit, \$_____ for a vehicular access transmitter/keys, and any other Airport fee due the Authority, shall be paid at the time of execution of this Lease by Lessee.
- b. If any monthly rental installment is not paid on or before the 30th day of the month, Lessee agrees to pay a finance charge of 1 1/2% for each month that the rent remains unpaid thereafter.

4. Events of Default. An Event of Default shall have occurred if:

- a. The monthly rent has not been received on the first day of each month during the term of the lease.
- b. Other fees and charges due the Authority for activities or other services at the Airport are delinquent by more than thirty (30) days from the date of the invoice for such activities or services.
- c. Lessee is conducting a Commercial Aviation Activity at or from the hangar or the Airport without a Commercial Operating lease.
- d. Lessee shall default in the performance or observances of the agreements, conditions or covenants required to be performed or observed by the Lessee under the terms of this Lease or shall violate any of the Airport Rules and Regulations and/or Minimum Standards.
- e. In the event a default as defined in this Lease, Lessee shall pay to the Authority all reasonable attorney's fees and costs incurred by the Authority in the enforcement of this Lease.

5. Indemnification. The Authority shall in no event be liable for physical injuries, including death, to persons or damage to property, including property of Lessee occurring on the Airport or arising out of Lessee's use or occupancy thereof or operation conducted thereon not arising from the negligent or willful acts or omissions of the Authority. Lessee agrees to assume the defense of, and indemnify and hold the Authority, its officers, agents, employees and commissioners harmless from and against any and all loss, damage, liability, claims, demands, costs and expenses, including, but not limited to, attorney's fees, upon any and all claims based upon such injuries to persons or damage to

property thereon caused by Lessee or Lessee's agents, employees, or invitees and not arising from the negligent or willful acts or omissions of the Authority. This indemnification shall survive termination or expiration of this Lease.

6. Insurance. Lessee shall procure and maintain at its cost, at all times during the term of this Lease, insurance covering its liability to the Authority, its officers agents, employees and commissioners with limits of a liability not less than \$1,000,000.00 combined single limit, including bodily injury of \$100,000.00 for all damages arising out of bodily injuries to, or death of, each person and property damage. Lessee shall be responsible to the Authority to review Lessee's coverage annually and to increase the minimum liability insurance set forth herein to a reasonable threshold, when, in the Authority's opinion, the risks attendant to the Lessee's operations have increased. The Authority shall not be liable for any deficiency in the Lessee's coverage. Lessee shall deliver to the Authority, contemporaneous with the execution of this Lease, a certificate of insurance for the insurance coverage described above. Each such certificate shall contain an endorsement that it cannot be cancelled unless the Authority is given at least 30 days' prior written notice. Lessee shall obtain renewals of such policies at least 30 days prior to the expiration thereof and promptly deliver to the Authority a certificate of insurance confirming that the proper coverage is in effect.

7. Compliance with Rules and Regulations. The Authority has enacted by municipal ordinance Airport Rules and Regulations and Minimum Standards governing the management and administration of the Airport. The Airport Rules and Regulations and Minimum Standards contain provisions governing this Lease and are made a part hereof by this reference. By signing this Lease, the Lessee acknowledges receipt of a copy of the Airport Rules and Regulations and Minimum Standards and agrees to be bound thereby.

8. Requirements of Law. Lessee, at its sole cost and expense, shall comply with all laws, orders and regulations of federal, state, county, municipal, town and other public authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose a duty upon the Lessee with respect to its operations on the Airport. Lessee shall not do or lease or suffer to be done any act or thing upon the Airport which will invalidate or be in conflict with any fire insurance policies covering the Airport and fixtures and property therein, and shall not do or lease or suffer to be done any act or thing upon the Airport which will or might subject the Authority to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Airport or for any other reason. The Lessee, at its sole expense, shall comply with all rules, orders, regulations or requirements of the Illinois Board of Fire Underwriters, or any other similar body and shall not do, lease or suffer to be done anything in or upon the Airport, or bring or keep anything therein, except as now or thereafter permitted by the fire marshal, the Authority, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate of fire insurance applicable to the Airport, or use the Airport in a manner which shall increase the rate of fire insurance on the Airport then in effect prior to the date of this Lease.

9. Security Deposit. Lessee shall deposit with the _____ the sum of one (1) month's rent, the "Deposit", as security for the faithful performance and observance by Lessee of the terms, provisions, covenants and conditions of this Lease. If an Event of Default, as described in Section 4 hereof, occurs, the Authority may use, apply or retain the whole or any part of the Deposit to the extent required for payment of any fees or any other sum as to which Lessee is in default or for any sum which the Authority may expend or may be required to expend by reason of Lessee's default in respect of any of the terms and conditions of this Lease. In the event that Lessee shall fully and faithfully comply with all of the terms and conditions of this Lease, the Deposit shall be returned, without payment of interest, to the Lessee after the termination of the lease and after Lessee's departure from the hangar. Forfeiture of the Deposit shall not be considered liquidated damages and shall be in addition to any remedies available to the Authority at law or in equity.

10. Termination and the Authority's Right of Reentry. Upon occurrence of an Event of Default, the Authority may terminate this Lease upon notice to Lessee, sent via overnight delivery service, chosen by the Authority, without Lessee's signature of receipt required. The Authority may then retake possession of the Hangar space pursuant to the Illinois Forcible Entry and Detainer Act, 735 ILCS 5/8-2701, *et seq.* and the Authority shall have all other rights available to a Landlord under said Act.

11. Tenant's Property. All property of Lessee removed from the Premises by the Authority pursuant to any provisions of this Lease or by law may be handled, removed or stored by the Authority at the cost and expense of Lessee. Lessee shall pay the Authority for all expenses incurred by the Authority in such removal and for storage charges for such property so long as the same shall be in the Authority's possession or under the Authority's control. All such property not removed from the Premises or retaken from storage by Lessee within thirty (30) days after the end of the Term, however terminated, or the termination of Lessee's right of possession, shall, at the Authority's option, be conclusively deemed to have been conveyed by Lessee to the Authority as by bill of sale, without further payment or credit by the Authority to Lessee, and, further, Lessee waives any rights it may have under the Illinois Uniform Disposition of Unclaimed Property Act, 765 ILCS 1025/1 *et seq.* with regard to said property. In the event of an eviction of Lessee from the premises and the Authority is required to remove Lessee's property therefrom, Lessee waives any and all claims against the Authority, its officers, agents, employees and commissioners for any and all damage to Lessee's aircraft or other property on the premises as a result of such removal and the Authority shall not be responsible for the value, preservation or safekeeping thereof. This waiver by Lessee shall survive the termination or expiration of this Lease.

12. Integration. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Lease and the Airport Rules and Regulations and/or Minimum Standards.

13. Non-Waiver. Any failure on the Authority's part to strictly enforce the terms of this Lease shall not be deemed a waiver of the Authority's right to demand strict performance of the terms of this Lease in the future.

14. Severability. The provisions of this Lease are severable and if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of the lease shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.

15. Notices. All Notices, except Notice in paragraph 10 above, required or permitted to be given by either party to the other shall be delivered personally or sent by United States Certified Mail, return receipt requested, postage prepaid and shall be addressed to Lessee or the Authority as provided above.

Notices mailed as aforesaid shall be deemed to have been given for all purposes hereunder five (5) calendar days following the date on which the same have been deposited in the mail.

16. Vehicular Access Transmitters/Keys. As part of this Lease and after payment of a deposit, Lessee will receive a Vehicular Access Transmitter and/or Keys allowing Lessee access to the Authority grounds. At the end of the term of this Lease or other termination hereof, Lessee shall have 14 days within which to return the Vehicular Access Transmitter and/or Keys to the Authority. Should the Transmitter and/or Keys not be returned within said time, Lessee's deposit paid for same shall be forfeited to the Authority.

17. Applicable Law. This Lease shall be governed and construed in accordance with the laws of the State of Illinois.

18. Assignment or Subletting. Lessee may not assign or sublet this Lease to any party.

19. Jurisdiction and Venue. Any civil action by either party pertaining to this Lease or the agreements or provisions herein shall be commenced in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties hereto have signed this Lease on the day and in the year first above written.

LESSOR:

LESSEE:

DuPAGE AIRPORT AUTHORITY

By: _____ By: _____
Signature

Print Name

FOR OFFICE USE ONLY:

HTD

ACCTG

PFW

INS

FULL COMPLY

