

This is a sample hangar lease agreement template that must be customized through a local legal review. Bold and highlighted text needs to be completed to align with local requirements. Highlighted text in italics provides explanation such as optional sections. See [Airport Cooperative Research Program \(ACRP\) Report 16, Guidebook for Managing Small Airports 2nd Edition Section 3.6](#) for additional airport lease information.

Airport Hangar Rental Agreement

THIS AGREEMENT is made between the **OWNER NAME**, hereafter **Lessor**, and the undersigned **LESSEE NAME**, hereafter **Lessee**. The **Lessor**, in consideration of the conditions set forth, leases to **Lessee** that portion of the **AIRPORT NAME** situated in the County of **COUNTY**, State of **STATE**, known and described as **"T" Hangar/Tie-Down Number HANGAR NUMBER** (the "Premises") commencing on **DATE** (Commencement Date).

Lessor and **Lessee**, in consideration of the conditions set forth, agree as follows:

1. **TERM:** Except as otherwise provided herein, the Premises are leased for **ONE YEAR**, starting the commencement date. Provided the Lessee is not in default under the Lease, the Lease will automatically be extended for **one year** unless either party gives the other **sixty (60)** days written notice to terminate. Either party may terminate the lease with **sixty (60)** days written notice, provided Lessee is not in default. **Lessee** will be liable for rental charges until possession is delivered to **Lessor** or for **sixty (60)** days after written notice of election to terminate whichever is longer.
2. **RENTAL FEE:** The rent of **\$RENT** per month shall be paid in advance on or before **the first day of each calendar month** beginning **START DATE**, and shall continue to be paid as long as this Agreement remains in full force and effect. The rent amount per month includes **DEFINE INCLUDED UTILITIES**. The rent will be adjusted annually in the sole discretion of the Lessor.

INSERT ANY OTHER FEES ASSOCIATED WITH THE AGREEMENT HERE

Lessee agrees to pay a late fee of **\$ per day for each day** the rent amount is due and remains unpaid.

All rent payments, security deposit, and late fees shall be made by certified check, personal check or money order payable to the **"PAYEE NAME"** and delivered to one of the following addresses on or before the due date and without demand:

LESSOR'S NAME AND ADDRESS

3. **SECURITY DEPOSIT:** Upon execution of this Agreement, **Lessee** shall deposit an amount equal to one months' rent (as referenced in paragraph 2 above) as a Security Deposit with **Lessor**, as security for any damage caused to the Premises during the term. The Security Deposit shall be returned to **Lessee**, without interest, and less any set off for damage to the Premises upon the termination of this Agreement.
4. **TAXES:** Any and all taxes or fee assess by any governmental unit shall be the responsibility of the Lessee.
5. **AIRCRAFT:** The Aircraft to be stored are identified as follows:

Registered Owner:	
Lessee Interest in Aircraft:	
Make & Model of Aircraft:	
FAA Aircraft Registration Number:	
Lessee Mailing Address:	
Lessee Telephone Number:	
Lessee Email Address:	
Emergency Contact Name and Telephone Number:	

Lessee may substitute aircraft, however, **Lessee** must notify **Lessor**, in writing, prior to any change in the stored aircraft information furnished above. If the aircraft is inoperable for a period in excess of 60 days, the **Lessee** must notify the **Lessor**.

If **Lessee** sells the aircraft, the Lessor must be notified in writing within **10 business** days of the sale and the **Lessee** has **ninety (90)** days in which to replace said aircraft. **Lessor** may grant an extension to the period to replace the aircraft, upon written request by **Lessee**. *Optional Section If an aircraft is not owned at the time the hangar lease is consummated, Lessee has ninety (90) day to obtain an aircraft. Prior to placing any aircraft in the Premises, Lessee shall provide Lessor in writing the aircraft information, per the AIRCRAFT section of this document.*

6. **SURRENDER OF POSSESSION:** Upon the expiration of the term of this Agreement, or earlier termination, the **Lessee** will yield possession of the Premises to the **Lessor** without further notice. The **Lessee** agrees to leave the Premises in good condition, ordinary wear and tear excepted.
7. **CONDITION OF PREMISES:** No representations as to the condition or repair of the Premises have been made by **Lessor**, its agents or employees to **Lessee** prior to or at the execution of this Agreement that are not herein expressed or endorsed herein. **Lessee** has examined the Premises prior to accepting same and prior to the execution of this Agreement, and **Lessee** is satisfied with the physical condition thereof, and taking possession shall be conclusive evidence of **Lessee's** receipt thereof in good order and repair.

The **Lessor**, by the terms of this Agreement or otherwise, shall not be bound to do or cause to be done any maintenance, repairs, replacements, redecorating or improving of said Premises or appurtenances thereto, except to keep the Premises in a decent, safe, and sanitary condition. The **Lessee** has the obligation to maintain Premises in the same condition in which the Premises were presented, and will not allow Premises to deteriorate to a state of disrepair or unsafe condition, normal wear and tear excepted.

8. **RIGHT OF ENTRY:** **Lessor**, its employees and agents shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of making ordinary inspections and undertaking non-emergency activities; provided, however, that nothing in this section shall be construed to limit or diminish **Lessee's** rights of entry at any time.

Since both the **Lessor** and the **Lessee** share the Premises, neither party shall take any measures to restrict the other party's external access to the Premises. To secure the Premises, the **Lessor** will issue each **Lessee** one (1) key and will maintain a master key. **Lessee** is responsible for all locksmith costs should **Lessee** lose its keys. **Lessee** shall not replace the lock provided.

9. **USE OF PREMISES:** **Lessee** agrees to use the Premises primarily for the purpose of storage of aircraft and aircraft-related maintenance equipment and property. Painting is prohibited. Use of the Premises for any other non-aviation purpose without the consent of the **Lessor** is strictly prohibited except for incidental non-aviation items that do not interfere with the aeronautical use of the space. Violation of this provision may result in termination of this Agreement by **Lessor** and/or **Lessor** may require removal of non-aviation personal property. Except as prohibited by the Airport Rules and Regulations **Lessee** shall be allowed to perform preventative maintenance in the Premises on its own aircraft in accordance with Federal Aviation Regulations.

No explosives or combustible materials will be permitted within or about the Premises except for the fuel in aircraft tanks or small containers of lubricants, cleaning material and other aviation-related material stored in approved containers. Waste oil of any type or quantity is prohibited. **Lessee** shall abide by all State, Federal and local laws regulating the transportation of flammable liquids and protecting the environment.

Optional Section Engine heaters shall be of such a size as to not overload the electric system. Fuel-fired, hot-air type heaters are permitted if attended on a continuous basis while in use. Electric space heaters are prohibited.

10. **ALTERATIONS:** The **Lessee** may not make any alterations to the Premises without first securing permission in writing from **Lessor** to do so. **Lessee** agrees to not attach any hoisting or holding mechanism to any part of the Premises or pass any such mechanism of the structure of the Premises.
11. **ASSIGNMENT:** The **Lessee** may not assign or sublet the whole or part of the Premises without first securing permission in writing from **Lessor** to do so.
12. **COMPLIANCE WITH REGULATIONS AND LAWS:** **Lessee** agrees to abide by all current and future Rules and Regulations of the Federal Aviation Administration, the State of **STATE**, and any public authority having jurisdiction over the airport, as well as the Airport Rules and Regulations, a copy of which **Lessee** acknowledges it has received and read. **Lessor** reserves the right to revise, waive portions of, or create additional documents pertaining to the function of the airport. Such updated or additional documents will be provided to **Lessee** and/or be made publicly available on the Airport's website, **WEBSITE**, as determined appropriate by **Lessor**. Willful disregard by **Lessee** of said Rules and Regulations is cause for immediate termination of this Agreement by **Lessor** and is an event of **Lessee's** default.

The agreement shall be subordinate to the provision of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the **AIRPORT NAME**, the execution of which has been or may be required as a condition precedent to the expenditure of Federal fund for the development of the Airport.

13. **CONTROL OF ACCESS:** Lessee shall be responsible for and take all reasonable measures necessary to prevent any and all unauthorized vehicles or pedestrians from entering the restricted areas at **AIRPORT NAME**. The restricted areas include, but are not limited to runways, taxiways and aircraft parking areas. Lessee's private vehicle shall be allowed to be placed in the Premises when the aircraft is removed for a trip. No private vehicle parking is allowed **_____**.
14. **INSURANCE:** The **Lessor** does not insure said Premises or appurtenance against fire or any other risk and liability, and **Lessee** hereby waives any and all rights to claim damages from **Lessor**, its agents, officers and employees for any loss, damages, death or injury which may result from any and all causes including, but not limited to, fire or other risk, or caused by or resulting from any repairs, replacements or improvements to the premises not having been made.

Before Lessee enters into possession of the Premises, Lessee shall provide Lessor with a current Certificate of Insurance with coverage of a minimum of **\$500,000.00 general liability and property damage insurance and aircraft hull insurance covering the value of the aircraft.** *(Note \$1,000,000.00 is also a commonly required insurance level.)* Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect **Lessor**, its agents, officers and employees against any and all liability for death, injury, loss or damage against which **Lessee** has herein below undertaken to indemnify and hold harmless **Lessor**, its agents, officers and employees. The Certificate of Insurance shall name **Lessor** and its agents, officers and employees, as additional insured parties, as its interests may appear. The Certificate of Insurance shall be with an insurance company acceptable to **Lessor** and duly authorized to do business in the State of **_____**. **Lessee** shall also provide **Lessor**, upon the same terms and conditions as outlined above, with a Certificate of Insurance for any renewal or extension of the Policy or any new Certificate of Insurance with a new carrier, including renewal thereof. The original Certificate of Insurance, all renewals thereof and any new Policies or Certificates of Insurance with new carriers shall be for a term covering the term of the lease.

The **Lessee** agrees that if the Premises are rendered untenable by fire or any other reason, this Agreement shall instantly terminate, and upon termination of this Agreement, for whatever reason or cause, said **Lessee** will yield and surrender said Premises and appurtenances to the **Lessor** in as good condition as when the same were entered upon by **Lessee**, ordinary wear and tear and loss by fire or damage resulting from an outside agent excepted. The security deposit, as provided herein, may also be used to defray the cost of repairs due to damages caused by said **Lessee**, except as herein excluded.

15. **INDEMNIFICATION:** In the event that death or injury occurs to any person or loss, destruction or damage occurs to any property including, but not limited to, the person or property of the parties hereto, in connection with **Lessee's** occupation of the aforesaid Premises or operations, occasioned in whole or in

part by the acts or omissions of **Lessee**, its agents or employees, **Lessee** agrees to indemnify and hold harmless **Lessor** and its agents, officers and employees from and against any losses, claims or demands to which **Lessor** may be subject as a result of such death, injury, loss, destruction or damage.

16. **DEFAULT:** **Lessee** shall be deemed to be in default under this lease in that **Lessee** fails to pay any rent when due hereunder and fails to cure such default within [REDACTED] business days of written notice from Lessor of such failure. **Lessee** violates, or fails to comply with any other provision of the lease and fails to cure such default within [REDACTED] business days of written notice from **Lessor**. If **Lessee** has previously violated a term, condition or covenant of this Lease and is provided with notice of and opportunity to cure such violation, any subsequent violation of the same term, condition or covenant shall constitute and Event of Default without further notice or opportunity to cure. **Lessee** will be in default if **Lessee** use Premises for any illegal purpose or in connection with any illegal activity.
17. **ATTORNEY FEES:** The **Lessee** further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the **Lessor** in enforcing the covenants and agreements of this Agreement; and all parties agree that the covenants and agreements herein contained shall be binding upon and inure to the benefit of their heirs, executors, administrators and assigns.
18. **GOVERNANCE:** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of [REDACTED]. The **Lessor** and **Lessee** agree that if part of this Agreement is found to be unenforceable or contrary to the statutes of the State of [REDACTED], the remainder of the Agreement will remain in full force and effect.
20. **PARAGRAPH HEADINGS:** The heads to paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.
21. **ENTIRE DOCUMENT:** The parties hereby agree that this document contains the entire agreement between the parties, and this Agreement shall not be modified, changed, altered or amended in any way, except by a written amendment signed by all the parties hereto.

No indulgence, waiver, election or non-election by **Lessor** under this Agreement shall affect **Lessee's** duties and liabilities hereunder.

22. **NOTICE:** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by U.S. certified mail, return receipt requested, addressed as follows:

All notices to the **Lessor** will be sent to

LESSOR'S NAME
ADDRESS

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All notices to the **Lessee** will be sent to same mailing address as listed under the AIRCRAFT Section of this document.

Lessee:

Lessee Name

Date

Lessor:

Lessor Name
Lessor Title

Date