

**AIRPORT LEASE
PRIVATE OPERATOR**

THIS AGREEMENT made this _____ day of _____, 20____ by and between the Airport Board of Saratoga, Lessor, and _____, Lessee.

WHEREAS, the Town of Saratoga, a Wyoming municipal corporation, is the owner of certain real property known as the Shively Field Airport (hereinafter "Airport") located in Section 14, Township 17 North, Range 84 West of the 6th P.M., Carbon County, Wyoming, and Lessor is a separate Board authorized by the Town of Saratoga; and

WHEREAS, the parties desire to enter into a lease of hereafter described Airport property for the purpose of parking privately owned aircraft; and

WHEREAS, the Airport Board of Saratoga has determined that it is in the Board's best interest to enter into said lease;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein expressed, the parties agree and covenant as follows:

1. Lessor leases to Lessee, and Lessee leases from Lessor, the following described premises: LOT - _____ together with all improvements thereon.
2. Incorporated herein by reference as though fully set forth herein, are the Minimum Airport Standards of Shively Field, hereinafter referred to as Minimum Standards, as the same are, by their nature, applicable to Lessee; Lessee shall be bound by such Minimum Standards as the same may now exist or as they shall be amended or modified by proper action of Lessor in the future.
3. Lessee shall use and occupy said premises for the purpose of constructing and/or maintaining a hangar to be used for parking and storage of aircraft owned or leased by Lessee. Lessee shall provide to Lessor the purpose, type and/or tail number of each aircraft to be housed in the hangar. No items shall be stored that will violate any local, state or federal ordinance, statute, regulation or law. No items shall be stored that will create a fire or safety hazard to persons or property and no hazardous flammable substances (other than aircraft fuel in the aircraft and aircraft oil and additives) shall be stored on the property. No item shall be stored on the premises outside the hangar.
4. Lessee shall, at its own expense, maintain the leased premises in a clean, neat, safe, and orderly manner at all times, free of waste, rubbish and debris, and shall dispose of all such refuse in a proper manner. Lessee will not suffer any unlawful, improper, or offensive use of the property, nor allow any use or occupancy thereof which is contrary to the laws of the United States of America, the State of Wyoming, or any ordinance of the Town of Saratoga, Wyoming, now or hereafter enacted, or which shall be injurious to any persons or property.

5. Lessee shall not use the leased premises or the hangar thereon as a residence.

6. Lessee shall not assign, underlet, sublet, or part with possession of the whole or any part of the leased property, without the prior written consent of the Lessor. A request to assign, underlet, sublet, or part with possession of the whole or any part of the leased property shall be submitted to Lessor by Lessee and shall include a detailed outline of the Sub-Lessee's intent for the premises. A detailed outline shall include the Sub-Lessee's name, address and phone number.

Sub-Lessee shall be required to comply with all terms and conditions of this lease agreement, including the obligation to carry liability insurance pursuant to paragraph 12 of the Private Operator Airport Lease. Sub-Lessee shall be required to furnish proof of such coverage to Lessor within ten (10) days of being approved as Sub-Lessee. Any Sub-Lessee shall be required to pay an annual lease payment of **Five Hundred and .00/100 (\$500.00), or seventeen cents (.17 cents) per square foot whichever is greater, to be paid in advance on an annual basis**

Lessee may be allowed to share hanger space on a temporary basis of no more than seven (7) days, provided however, Lessee may not profit from said shared space. Lessee may request an extension of an additional seven (7) days, in Lessor's sole discretion, by requesting such an extension, in writing, by Lessor.

7. The term of this lease shall be for a period of ten (10) years from the date of execution, and shall terminate on the ____ day of _____, 20__ unless terminated sooner for any of the reasons set forth herein. This lease may be automatically renewed for two (2) additional, five (5) year terms, but in no case shall the initial term along with the renewal terms exceed a total of twenty (20) years. All terms and conditions of this lease agreement shall remain in full effect for each renewal term. If Lessee desires to renew this lease beyond the initial term of ten (10) years, Lessee shall notify Lessor in writing not less than sixty (60) days before the expiration of the initial lease terms and the subsequent renewal term of Lessee's intent to renew said lease. Both parties recognize this term extends beyond the term of the current governing body of the Town of Saratoga. In accordance with current Wyoming law, each of the parties hereto finds that the extended term is of a particular benefit and is in the best interest of the public.

8. During the term of this lease, and any renewal thereof, Lessee shall pay to Lessor the annual lease payment of Three Hundred Dollars and .00/100 (\$300.00), or ten cents (.10 ¢) per square foot of Lessee's total hangar space, whichever is greater. Any increase in the total square footage of the hangar may result in an increase in the annual lease payment, in accordance with the terms of this paragraph. The annual lease payment shall be made by the Lessee on or before the 10th day of January each year, during the initial term of this lease and any renewal thereof. If the lease term for this lease shall begin after January 1st, then the first year lease payment shall be prorated. The annual lease payment shall increase by three percent (3%) annually, or adjusted annually in an amount consistent with 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, whichever is greater. A delinquency charge of Ten Dollars and .00/100 (\$10.00) per day will be added to any annual lease payment that is not paid in full, within thirty (30) days when due. Payments shall be made to The Town of

Saratoga at P.O. Box 486, Saratoga, WY 82331. Failure to remit payments when they become due shall be considered a default of this lease by the Lessee.

9. Invoices for annual lease payments shall be mailed out to the Lessee from the Saratoga Town Clerk no later than December 1st of each year, as notice for the annual lease payment for the coming year.

10. No hangar or other building shall be constructed or placed upon the leased premises. No external modifications or additions shall be made to existing hangars or other buildings without the express written consent of the Lessor. Plans and specifications shall be presented to Lessor upon application for permission to construct or modify. All construction shall be completed within a reasonable time after Lessor's approval, but in no case later than one (1) year. Lessor may grant extensions upon proper application by Lessee. Failure to reasonably complete construction once commenced, shall, at the sole option of Lessor, constitute a default by Lessee. Lessor and/or its authorized representative may inspect the leased premises, including the interior of any hangar or building for fire or other safety hazards and to determine compliance with the provisions of this lease agreement, upon twenty four (24) hour notice to the Lessee.

11. Any hangar or other building erected on the leased premises by the Lessee shall be the personal property of Lessee during the term of this lease. However, upon termination of this lease, any hangar or other building located on the leased premises shall become the property of the Lessor, unless a new lease has been entered into for the leased premises, at which point any hangar or other building shall become the personal property of the new Lessee. If a new lease is not entered into for the leased premises, Lessor may determine said hangar or building abandoned and Lessor may keep the hangar or other building together with all personal property on the leased premises as its own, or Lessor may cause the hangar or other building and the personal property to be removed or otherwise disposed of. **Upon vacating the property the Lessor may, at its discretion, require that Lessee also remove the concrete pad** and Lessee shall pay all costs and expenses, if any, in connection therewith.

12. Lessee shall be required to maintain good and adequate liability insurance for the leased property in an amount not less than Five Hundred Thousand Dollars and .00/100 (\$500,000.00) for each person and One Million Dollars and .00/100 (\$1,000,000.00) for each incident. Lessor may require Lessee to carry additional amounts of liability insurance, if deemed appropriate by Lessor, during the term of this lease, or any renewal hereof. Lessee shall furnish proof of such liability insurance coverage to Lessor within ten (10) days of the date of this lease agreement and shall provide proof of liability insurance coverage with each annual lease payment. Lessee shall immediately notify Lessor of any change, cancellation, or revocation of Lessee's liability insurance coverage. Lessee's failure to provide liability insurance coverage in accordance with the terms of this paragraph shall constitute a default by Lessee.

13. Lessee, its agents, employees, and invitees shall have free and unrestricted ingress, egress and regress to the leased premises through the main entrance to the Shively Field Airport as the same exists or is relocated and from the runways and taxiways of the Airport and shall use no other access without express permission of Lessor.

14. Lessee shall have during the term of this lease the non-exclusive right to use any of the facilities of the Shively Field Airport which are provided to the public for the operation of aircraft.

15. Lessee has inspected the Shively Field Airport and the leased premises, accepts the same, and assumes the risk incident to the use thereof. Lessor shall not be liable to Lessee, Lessee's agents, employees or invitees for any damages or injury to property or persons which result from any conditions of the premises, hidden, latent, dangerous or otherwise.

16. Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial, or other form of disposition of or contamination by any substance on the leased premises which substance is listed at the time as hazardous or potentially hazardous by or under United States Environmental Protection Agency or Wyoming Department of Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor and the Town of Saratoga harmless for any costs of cleanup, liabilities, judgments, fines, penalties, or any other expenses resulting from Lessee disposing of such substance on, or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on, the leased premises.

17. Lessor covenants that, so long as Lessee is not in default in any terms hereof, Lessee shall peaceably and quietly enjoy the leased premises subject to the terms of this lease.

18. It is understood and agreed by both parties that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to the Lessee.

19. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of Shively Field Airport, the execution of which has been or may be required as condition precedent to the expenditure of federal funds for the development of the Airport.

20. The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the aforesaid property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 231, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

21. Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that;

- 1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
- 2) that in the construction of any improvements on the said property described in this lease for a

purpose for which a Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

22. Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that;
1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
3) that the Lessee shall use the premises in compliance with all Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

23. In the event Lessee should default in any of the covenants or conditions herein, Lessor shall notify Lessee of such default: Lessee shall have thirty (30) days from the date of said notice to cure the default, and if not cured within said thirty (30) days, the Lessor may, at its election, terminate this lease and re-enter into the leased premises either with or without process of law. The Lessee does hereby covenant and agree to surrender and deliver up the leased premises peaceably and immediately upon termination. Lessor shall have the right to proceed under any remedy at law or in equity, including but not limited to the right of forcible entry and detainer, or in the event of lack of payment, the right to require specific performance hereunder. Lessor further reserves the right to waive any default by Lessee, but such waiver shall not operate as a continuing waiver of other defaults.

24. Any official notice or other communication relating to the terms of this lease (including a notice of change of address) shall be sent by certified mail, return receipt requested to the party at the address hereinafter provided and shall be effective when posted in a U.S. Postal Service Depository with sufficient postage attached thereto. General communications of an advisory nature, notices of lease rents due and the payments of lease rents may be sent by first class mail through the U.S. Postal Service.

If to Lessor: Airport Board of Saratoga
 P.O. Box 486
 Saratoga Wyoming 82331

If to Lessee: _____

25. Lessee shall indemnify and hold harmless Lessor and the Town of Saratoga, their employees, officers, board members, appointed and elected officials, from and against any and all claims, actions, causes of action, demands, damages, expenses, bills, fines, fees, penalties, judgment, costs, loss or liability, including but not limited to Lessor's reasonable attorney's fees and court costs, for damage to property or injuries to persons, caused by, or in any way arising out of Lessee's use or ownership of the property described herein above.

26. Lessor and the Town of Saratoga, their employees, officers, board members, appointed and elected officials, expressly preserve any and all governmental immunity, as may be provided to them pursuant to the laws of the State of Wyoming.

27. It is mutually agreed that in the event either of the respective parties hereto shall breach or default in any of the respective covenants herein so as to require the non-breaching or non-defaulting parties to commence legal or equitable action against the other party, the non-prevailing party agrees to pay all reasonable expenses of litigation, including but not limited to reasonable attorney's fees and court costs incurred by the prevailing party.

28. This lease shall be governed and construed according to the laws of the State of Wyoming.

29. The parties agree that the courts of the State of Wyoming and the federal courts of the United States located in the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim or controversy which may arise involving this lease agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

30. This lease contains the entire understanding of the parties and is binding upon the parties, and their assigns, but the parties may, by mutual agreement, modify, waive, or alter the terms hereof, such modification, waiver, or alteration shall be valid only if executed in writing with the same formalities of this agreement Each party enters into this agreement voluntarily, without any coercion or inducement other than as stated in the preamble hereto, believing that this lease is reasonable under the circumstances. The parties shall hereafter, make, execute and deliver any instruments assurances or other things necessary as shall be reasonably required from time to time to give full force and effect to this agreement.

Dated this ____ day of _____, 20____

Lessor:
AIRPORT BOARD OF SARATOGA

Lessee:

By: _____

TOWN OF SARATOGA
By: _____

ATTEST:
