



LEE'S SUMMIT MISSOURI

HANGAR LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, 20____ between the City of Lee's Summit, Missouri, (hereinafter "City") a municipal corporation and _____, a lessee (hereinafter "Tenant").

In consideration of the sum of _____ dollars \$_____ per month, payable in advance upon receipt of billing, the City hereby leases to Tenant in its present condition Hangar No. _____ located at the Lee's Summit Municipal Airport beginning the _____ day of _____ 202__ and continuing on a month-to-month basis, under all the conditions and agreements contained in this lease, until such time as written notice of termination is provided by either party as provided in paragraph 26. Payment under this lease is to be made to the City of Lee's Summit Collector's Office, 220 S.E. Green, Lee's Summit, Missouri 64063. The provisions of the Lee's Summit Code of Ordinances, Chapter 6, Aviation, Sec 6-2, as amended, are incorporated herein and made a part of this Lease.

In consideration of this lease and the agreements expressed below, parties agree as follows:

1. Tenant agrees to accept the premises on an "as is" basis and to keep them free from trash, debris, danger of fire or any nuisance, and return the same, at the termination of this Agreement, in the same condition as received by Tenant; usual wear and tear expected, and to notify the City of any work or repair required to maintain the property in the condition as received.
2. Tenant agrees that the primary use of the hangar will be for the storage and housing of aircraft requiring access to the airport ramps, taxiways and runways to achieve flight and shall not use the premises for a domicile or any commercial business, enterprise, activity.
3. During the term of this Agreement, the tenant must regularly house at least one airworthy aircraft or at least one aircraft that periodically may be in active stages of final assembly or reassembly in each Hangar, use each Hangar for the primary purpose to store aircraft required to be registered under 14 CFR part 47, and each Hangar shall be used for Aeronautical Activities only, unless the prior written permission of the City is first obtained. The term "Aeronautical Activities shall mean any activity or service that involves, makes possible,

facilitates, is related to, assists in, or is required for the safe operation of the aircraft being stored within the Hangar.

4. Aircraft and Hangar Insurance: Tenant shall carry and maintain in force for the duration of this agreement insurance coverage, underwritten by insurers lawfully authorized to write insurance in the state of Missouri, of the minimum types and limits as set forth below.
 - a. Lessee shall maintain, in full force and effect for the period covered by this Agreement, a policy of \$1,000,000 Aircraft Liability coverage that must include Rented Premises Liability for each occurrence for Bodily and Property Damage Liability Coverage. The Policy should also include an endorsement of Subrogation waiving any liability of the Airport. The Aircraft Liability and Premises Policy shall be endorsed to name the City of Lee's Summit as an additional insured for the full amount of the policy limits.

At the time of this Agreement, Tenant shall furnish Certificates of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within ten (10) business days of the expiration of any insurance coverage, the Tenant shall provide renewal Certificates of Insurance as required by this Contract. The Certificate Holder shall be as follows:

City of Lee's Summit

220 SE Green Street

Lee's Summit MO 64063

5. If an individual leases a unit and fails to place an aircraft in it with-in 90 days this lease will be immediately revoked and the premises vacated.
6. The Tenant agrees that there will be no outside storage of equipment, materials, or supplies on the leased premises. The Tenant further agrees not to deposit any trash, garbage, petroleum products, etc. on any part of the Airport. In the event that the Tenant fails to comply with this paragraph, the Airport Manager may notify the Tenant in writing that such maintenance, cleaning repair or replacement shall be done, and in the event that Tenant fails to correct the condition within fifteen (15) days of the Airport Manager's written notice the Lessor may enter the Hangar Premises of the Tenant and provide the necessary custodial service and bill the Lessee for the expense thereof.
7. Tenant shall not sublet or allow any other person to come in with or under him or assign, this Agreement or any part thereof by his act, process or operation of law, or in any other manner whatsoever without the written consent of the City endorsed on this Agreement.
8. Tenant agrees to request and obtain written consent of the City prior to making any alteration or using/installing any electrical accessory (air compressor, refrigerator, heaters, and fans) in

the premises. Any alterations must meet the City's code requirements in effect at the time of such proposed alterations, including any requirement to obtain permits unless otherwise provided in a separate written agreement between the parties hereto. Tenant shall be responsible for the cost of any alteration. Tenant shall be liable to the City for all costs incurred by the City as a result of an alteration made without the City's consent or not in compliance with all applicable City codes.

9. Tenants who rent hangars not installed with an electrical meter will be responsible for monthly fees (shown below) for approved electrical and Special Use Items. Any non-approved items found during inspections will need to be removed from the premises upon written notification from Airport management. Failure to remove non-approved items within the specified time frame will result in the termination of the lease agreement.

Special Use Items

- Air Compressors Less than 4lb: No Fee
- Air Compressors greater than 4lb or found plugged in \$22.00/Month Fee
- Refrigerators: \$17.00/Month
- Portable Fans: \$8.50/Month
- Electric Heater: (Nov-March) \$55.00/Month

10. Tenant agrees to permit the City's agent to have, at any reasonable time, the full and unrestricted right to enter the leased premises for the purpose of periodic inspection for fire protection, and maintenance and to investigate compliance with the terms of this Agreement.

11. Tenant agrees to comply with all City ordinances, including the Hangar General rules and the rules and regulations of the Lee's Summit Municipal Airport, and the laws of the State of Missouri and shall save harmless the City for or on account of all charges or damages for non-observance thereof. Tenant further agrees to abide by the Fly Friendly Program of the City. The rules and regulations of the Lee's Summit Municipal Airport are available in the terminal and shall be made available to the Tenant upon request.

12. Tenant shall indemnify the City, its agents, officers, representatives, and employees from all loss, and against all liability of any nature arising directly or indirectly out of the activities of Tenant, its agents, servants, guests or business visitors under this Agreement or by reason of any act or omission of those people.

13. Tenant agrees that it will not hold the City, its agents, officers, representatives, or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other cause except by the intentional or willful act of the City, whether that cause be loss to any airplane, automobile, personal property or any part thereof that may be located or stored in the hangar, aprons, field or any other location at the Lee's Summit Municipal Airport. Tenant further agrees that the airplane(s) and its contents are parked at Tenant's risk.

14. Tenant shall not:
 - a. Store automobiles, automotive parts, boats, trailers, recreational vehicles, or any other type of vehicle, within the leased premises without the written consent of the City; however, Tenant may temporarily park operable motor vehicles in designated parking lots or inside the Hangar while the aircraft is being used.
 - b. Store non-functioning furniture, household appliances, lawnmowers, or other equipment.
 - c. As determined by the Airport Manager, store items/equipment not directly related to Aeronautical Activities as defined in Paragraph 3.
 - d. Use the hangar to store non-aeronautical items;
 - e. Use the premises or permit the use thereof in such manner as to make void or increase the rate on insurance thereon;
 - f. Store items in a manner that prevents easy access for emergency responders
 - g. Store flammable liquids, chemicals, bases or flares within the rented premises; however, Tenant may store aviation oil in a sealed container;
 - h. Paint, dope or spray paint aircraft or any other items within the rented premises; Painting of ANY kind is absolutely prohibited. The tenant is responsible for damage to other aircraft arising from the from Tenants negligent actions
 - i. Fuel or defuel aircraft within the rented premises;
 - j. Store aircraft within the leased premises that exceed the 12,500 pound weight bearing capacity of the premises.
 - k. Operate or allow the operation of electric heaters, appliances, or similar electrical devices within the rented premises unless the premises are occupied by Tenant or Tenant's agent, servant, or employee. Tanis-type aircraft heaters or heaters permanently installed and do not change the airworthiness of the Aircraft are approved.
 - l. Install any additional lighting fixtures in the hangar without written approval from the Airport Manager or designated representative.
15. Tenant shall have the right to use all public areas of the airport, including runways, taxiways, and related airport facilities customarily used by the air traveling public.
16. City agrees to maintain the leased premises in the same condition as when leased, ordinary wear and tear expected, during the term of this Agreement.
17. The tenant shall be responsible and liable for any damage to the hangar caused by the Tenant's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage or other chemicals, whether approved for storage or not, doors damaged due to Tenant's improper or negligent operation. Both parties to this agreement have inspected and accepted the premises in their present condition
18. City agrees to pay the first \$40.00 of the electrical service to the leased premises for normal operations. The tenant will be responsible for expenses that exceed the \$40.00 per month

limit for those hangars that are individually metered. Those hangars that are not metered will be periodically inspected for items such as refrigerators, air compressors, portable electric heaters, fans or other equipment deemed non-aviation related that consume electricity.

19. City agrees to provide a container for the adequate disposal of garbage, papers refuse or other material that can be put in a 33-gallon plastic trash sack and must not weigh more than 40 lbs. per bag. The areas around all designated trash receptacles shall be kept clean and sanitary at all times. These containers will not be used for the disposal of hazardous materials, and proper disposal of such materials is the sole responsibility of the individual user. Tenant is responsible for disposal of all hazardous materials. The disposal of used oil, batteries, and tires from aircraft are the responsible of the tenant, as the airport has no designated recycling areas and containers.
20. If during the term of this Agreement, the premises are destroyed or so damaged by fire or other unavoidable casualty as to become unusable, either party may terminate the Agreement by giving written notice of the intention to do so within five (5) days after such casualty.
21. Tenant agrees that in the event of failure to comply with the terms and conditions of this agreement, including failure to pay designated rent for more than 60 days, Tenant shall be considered in default and this Agreement, at the option of the City, shall terminate. If the Tenant is declared to be in default, the City may take immediate possession of the leased premises and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said default, all rights of Lessee shall be forfeited, provided, however, the City shall have and reserve all of its available remedies at law as a result of said breach of this Agreement. Failure of the City to declare this Agreement terminated upon default of Lessee for any of the reasons set out shall not operate to bar, destroy, or waive the right of the City to cancel this Agreement by reason of any subsequent violation of the terms hereof.
22. During time of war or national emergency, the City shall have the right to enter into any agreement with the United States government for military use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement insofar as they are inconsistent therewith shall be suspended.
23. There is hereby reserved to the City for the use and benefit of the public, a free and unrestricted right of flight of the public and free and unrestricted right of flight for the passage of aircraft in the air space above the premises herein described together with the right to cause in said air space such noise as may be inherent to the operation of aircraft.
24. The Tenant hereby deposits with the City and the City acknowledges receipt of the sum equal to one and one-half (1.5) month's rent as a security deposit for the premises.

Beginning in 2015 a tenant will be required to increase their security deposit to equal current monthly rental rate of one and one-half (1.5) month's rent once every five years. Upon termination of this Agreement and upon acceptance of the premises by the City, said security deposit shall be returned to the Tenant without interest provided Tenant's rental payments and any other account with the City are paid in full. Should Tenant return the premises in a condition unacceptable to the City, the City reserves the right to deduct from said deposit the amount required to restore the premises to the condition prior to this Agreement, except for usual wear and tear, or to credit said deposit against any delinquent rental payments. **The security deposit for unit _____ is \$ _____ received from the tenant on _____.**

- 25. Tenant agrees to notify the City, in writing, within thirty (30) days of any change of Tenant name specified on this lease. If such a change occurs, the City, at its sole discretion, may terminate the lease in effect and require execution of a new lease with the Tenant under the changed name.
- 26. The hangar rent is invoiced in advance and shall be due on the first day of each month. If rental payment is not received prior to the 15th day of the month, then the tenant agrees to pay a late charge of 5% of the total amount due, which will be added to the Tenant's balance, and said amount shall accrue until the balance is paid in full.
- 27. The City from time to time may amend the monthly lease rate recited above by providing Tenant with at least thirty (30) days written notice of the amended rate(s).

The City or Tenant may terminate this Agreement, with or without cause, by delivering written notice of termination not less than thirty (30) days prior to the effective date of termination. If termination is effective on or before the fifteenth (15th) of the calendar month, and the rent is current and paid, Tenant shall be entitled to a refund of one-half month's rent. If termination is effective after the fifteenth (15th) of the calendar month, Tenant shall not be entitled to any refund of that month's rent.

Tenant acknowledges receipt of addendum referring the Minimum Fuel Purchase Program and the Fly Friendly Program.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

TENANT

CITY OF LEE'S SUMMIT

(Sign Here)

Tenant Billing Data:

PRIMARY TENANT NAME: _____

DBA:

STREET: _____

CITY: _____ **STATE** _____ **ZIP:** _____

E-MAIL: _____ **CELL PHONE:**

AIRCRAFT: MAKE _____ **MODEL:** _____ **YEAR:** _____ **AC NO N#** _____

ADDITIONAL TENANT #1 NAME:

ADDITIONAL TENANT #2 NAME:

PRIMARY BILLING ADDRESS:

TENANT NAME: _____

STREET: _____

CITY & STATE: _____ **ZIP:** _____

HOME PHONE: _____ **WORK PHONE** _____

E-MAIL: _____ **CELL PHONE:** _____

AIRCRAFT: MAKE _____ **MODEL:** _____ **YEAR:** _____ **AC NO N#** _____

ADDITIONAL TENANT #1 BILLING ADDRESS

TENANT NAME: _____

STREET: _____

CITY & STATE: _____ **ZIP:** _____

HOME PHONE: _____ WORK PHONE _____

E-MAIL: _____ CELL PHONE: _____

AIRCRAFT: MAKE _____ MODEL: _____ YEAR: _____ AC NO N# _____

ADDITIONAL TENANT #2 BILLING ADDRESS

TENANT NAME: _____

STREET: _____

CITY & STATE: _____ ZIP: _____

HOME PHONE: _____ WORK PHONE _____

E-MAIL: _____ CELL PHONE: _____

AIRCRAFT: MAKE _____ MODEL: _____ YEAR: _____ AC NO N# _____

If Lessee is a corporation, list the names and addresses of all officers; if Lessee is a limited liability company, list the name and address of the managing member or members and any other officers; if Lessee is a club, partnership, or joint venture, list names and addresses of all members. Use additional pages if necessary. Any changes in officers or members shall be reported to the Airport in writing. **PROVISION OF THE ABOVE INFORMATION IS MADATORY; IF NOT COMPLETED, THE LEASE WILL BE RETURNED TO LESSEE.**

MY AIRCRAFT WEIGHS 3,000 POUNDS OR MORE

YES

NO

NUMBER OF KEY(S) RECEIVED _____
RECEIVING KEYS _____

INITIALS OF RENTER

**Be a Good Neighbor and
Consider These Recommendations
When Flying in Lee's Summit**



Pilots' Guide to
**FLYING FRIENDLY
IN LEE'S SUMMIT**

- If practical, try to reduce repeated overflights of the residential areas north and south of the Airport when practicing take-offs and landings.
- Consider using a reduced power setting if flying over residential areas due to the following: traffic; low cloud cover; ATC instructions; or when approaching the Airport to land. Flying with the lowest practical RPM setting will reduce aircraft noise substantially.
- Fly a tight pattern to try to keep noise as close to the Airport as possible. Practice descents to the runway at low power settings and with as few power changes as possible.

**Lee's Summit Airport
Common Frequencies**

- Unicom: 122.80
- ASOS: 124.175 | 816.347.9807
- KC Clearance: 118.45
- KC Approach: 118.40
 - FSS: 122.65
- Napoleon VOR: 114.0

Lee's Summit Airport Traffic Patterns

- RWY 18: 5,501' x 100'/ Left Hand
- RWY 36: 5,501' x 100'/ Right Hand
- RWY 11: 4,000' x 75'/ Right Hand
- RWY 29: 4,000' x 75'/ Left Hand



In an effort to be a good neighbor, the Lee's Summit Municipal Airport asks pilots who use the Airport to consider following some simple recommendations contained in this guide, consistent with safety. Piloting choices will impact the community's perception of the Airport and the City of Lee's Summit. Pilots may only fly in and out once, but Lee's Summit residents live, work, play, and relax here every day.

The Airport serves the community in a variety of ways, supporting both aviation and non-aviation related functions. This includes transportation support for businesses based in Lee's Summit and the greater Kansas City area, business aircraft bringing corporate leaders into the community, flight training for future pilots, and support to emergency medical transport aircraft and local news stations. Additionally, the Airport is used by several charity organizations providing transportation to those who need it most.

As always, operate your aircraft in a manner consistent with being safe and friendly.

816-969-1186

Line Service seven days a week 6 a.m. - 7 p.m.

After hours service available upon request.

Lee's Summit Municipal Airport
2751 NE Douglas Street
Lee's Summit, MO 64064

LSairport.net



LSAIRPORT.NET

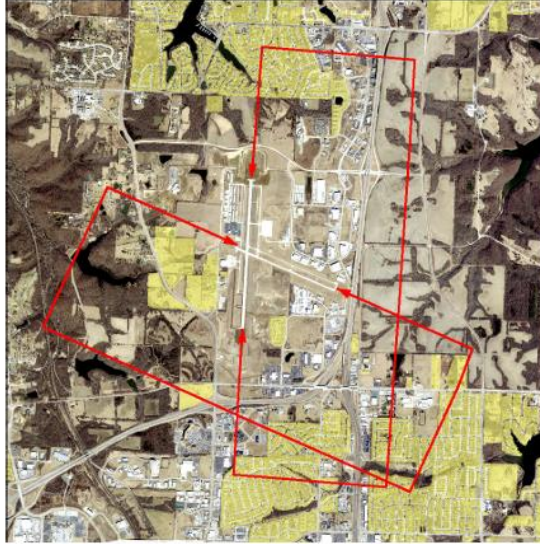
Lee's Summit Municipal Airport Guide to Flying Friendly in Lee's Summit

Be a Good Neighbor and Consider These Recommendations When Flying in Lee's Summit

- Begin take-offs at the beginning of the runway, not at an intersection, and reduce power after take-off as soon as practical to reduce noise.
- Use your best climb consistent with safety and ATC procedures.
- When departing Runway 18, turn left as soon as allowable to reduce or possibly avoid over-flight of the residential areas south of the Airport.
- When taking off on Runway 36, turn right as soon as allowable to reduce or possibly avoid over-flight of the residential areas north of the Airport.
- When using Runway 11/29, consider keeping your traffic patterns close to the Airport to reduce or possibly avoid flying over residential areas south of the Airport.
- At a minimum, follow the VASI and PAPI approach lights when landing.
- Whenever possible, avoid repeated take-offs and landings between 11 p.m. and 7 a.m.

 *Residential Areas  **Recommended Traffic Pattern

This brochure is for informational purposes only and is not part of any City or FAA policy.



- * Areas marked as residential are for awareness purposes only and do not prevent over-flights by aircraft.
- ** The traffic pattern in red and shaded areas in green are representative of where most aircraft operate under normal conditions and current runway configuration. Depending on the conditions, and type of aircraft, aircraft could be seen operating outside of those areas.