

PECOS MUNICIPAL AIRPORT
AIRPORT HANGAR RENTAL AGREEMENT

TENANT

HANGAR NUMBER

☐ – BOX

☐ – T-HANGAR

EFFECTIVE DATE

Hangar # _____

Tenant _____

Rent / YR or Mthly _____

Paid Thru: _____

Amt Paid / Date _____

The Town of Pecos City, a municipal corporation of the State of Texas, hereinafter referred to as “Lessor”, hereby leases to _____, hereinafter referred to as “Lessee” or “Tenant”, that certain aircraft hangar located at the Pecos Municipal Airport (“Airport”) which is more particularly described as follows, (the “Hangar” or “Premises”):

Hangar Number _____

[] North or [] Southside

[] Box Hangar or [] T-Hangar

1. PREMISES AND PRIVILEGES.

The Premises located on the Airport are being leased for the purpose of housing the aircraft(s) described on the Schedule 1 attached hereto and made a part hereof, of which tenant is the registered owner. Tenant shall notify the Airport Manager, in writing, of the description of any aircraft hangared in the Premises which is different from the aircraft described herein or of a change in registered owners of said aircraft within fifteen (15) days of such change.

General Privileges Uses and Rights. Landlord shall provide Tenant with access to the demised premises, taxiways, ramps, and runways for aircraft operations. The Tenant shall secure Hangar with a combination lock. Tenant will supply the Airport Manager with the combination. Tenant acknowledges and agrees that only the combination may be used to secure the Hangar and that any other locking devices placed on the Hangar will be removed by Landlord without any liability therefore to Landlord.

Restrictions on Privileges, Uses, and Rights. Except as otherwise authorized by the Airport Manager in writing, the Premises are to be used only for housing the aircraft described herein, together with such items or equipment reasonably necessary to keep the premises or aircraft clean, and to perform preventive aircraft maintenance as hereinafter authorized and Tenant agrees to restrict the Premises use to such purpose. Storage of any other items, including, but not limited to, non-aviation materials or equipment, non-aviation spare parts, vehicles or boats for long-term storage, general household storage, and non-aviation tools (other than hand-held tools) is prohibited. Painting of aircraft, other than touch-up painting, is prohibited. STORAGE OR USE OF ANY COMBUSTIBLE MATERIAL OR FUELS OTHER THAN AVIATION FUEL IN THE FUEL TANK OF THE HANGARED AIRCRAFT OF GASOLINE IN THE FUEL TANK OF ANY OTHER MOTOR VEHICLE AUTHORIZED TO BE PARKED IN THE HANGAR, IS PROHIBITED.

Tenant understands and agrees that tenant is bound by the following conditions governing the use of the Premises and the provisions of the Pecos Municipal Code regarding Hangars which are incorporated herein by reference and made a part of this Agreement:

- A. No hoisting mechanism may be attached to the structure of the Hangar without the written permission of the Airport Manager. This will include chain-fall, lock, and tackle, or other hoisting devices passed over struts or braces of the hangar.
- B. No hangars or supports requiring the modification of the steel structures or metal wall surfaces will be installed.
- C. Metal wall pane is may not be removed, modified, bent, or cut without permission, in writing, of the Airport Manager.

- D. Hangar doors, door guides and rollers, door tracts may not be removed or otherwise modified.
- E. Occupants of Hangars may not use self-propelled equipment such as tractors, tucks or automobiles to open or close hangar doors.
- F. No opened containers of oils, nor any containers or fuels or other volatile or flammable substances may be stored in the Hangars.
- G. No oil-soaked cloths or other combustible fabrics may be stored in the Hangar. Only aircraft and tow tug may be stored in the Hangar. Any other storage requires written permission from the City of Pecos.
- H. Other than preventative maintenance, Hangar tenants may not conduct any maintenance service or repairs on aircraft or automobiles in the Hangar or adjacent areas except by qualified personnel.
- I. Tenant shall reimburse the Lessor for damage to hangars, such as broken windows, doors, hinges, locks or electrical fixtures, caused in any manner by Tennant's carelessness.
- J. Cleaning interiors of Hangars is the responsibility of the Tenant. Lessor reserves the right for itself or agents to go on and into and have access at all times during the existence of this Lease to said Premises for the purpose of inspection and showing of the building. Lessor will conduct biannual (twice yearly) inspections of all hangar units to ensure cleanliness and inspect for hazardous substances and/or materials. Lessee will be notified at least three (3) days in advance of such inspection.
- K. Hangars will be locked only with a combination lock provided by the Tenant.
- L. Tenant may not provide any other Commercial Aeronautical Service of any nature, or provide any other service or product whatsoever, from the Premises, without prior written authorization from the City of Pecos.
- M. Other than Tennant, a list of all Tennant's personnel needing access to the Premises will be provided to the Airport Manager and updated as necessary.
- N. The Tenant shall control access to the Premises so as to prevent unauthorized access to the Airport.
- O. Hangar units shall be used only for the storage of active and operational aircraft. Active and operational aircraft shall be defined to mean all aircraft currently licensed and flyable which are flown to and from the Airport periodically during the year.
- P. The Tenant shall control the transportation of their pilots and passengers within the Airport. Tenant owned or operated motor vehicles driven on the Airport shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state and municipal laws, ordinances, codes or other similar regulatory measures now in existence or as may be hereafter modified or amended. The Airport may impose training and licensing requirements and charge a fee for driving privileges.

Q. No right or privilege granted herein shall operate to prevent any person or persons, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees, including but not limited to maintenance and repair, that it may choose to perform.

R. Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right.

S. During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for official use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with provisions of the lease to the Government, shall be suspended or modified in whatever manner is appropriate to the situation.

T. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Tenant from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The Tenant shall at all times comply with federal, state, and municipal laws, ordinances, codes, and other regulatory measures now in existence; all as may be hereafter modified or amended, applicable to the specific type of operation contemplated by him. The Tenant shall procure and maintain during the term of the agreement all licenses, permits, and other similar authorizations required for the conduct of his business operations.

THE TENANT SHALL HOLD THE CITY, THE CITY COUNCIL, THE AIRPORT BOARD, THE AIRPORT MANAGER, AND THE OTHER OFFICERS, AGENTS AND EMPLOYEES OF THE CITY HARMLESS FROM AND AGAINST ALL SUITS, CLAIMS, DEMANDS, ACTIONS, AND/OR CAUSES OF ACTION OF ANY KIND OR NATURE IN ANY WAY ARISING OUT OF, OR RESULTING FROM, HIS TENANCY AND ACTIVITIES, AND SHALL PAY ALL EXPENSES IN DEFENDING ANY CLAIMS AGAINST THE CITY, THE CITY COUNCIL, THE AIRPORT BOARD, THE AIRPORT MANAGER, AND THE OTHER OFFICERS, AGENTS AND EMPLOYEES OF THE CITY, BY REASON OF HIS TENANCY AND ACTIVITIES.

Authorization to Enter Restricted Area. Tenant understands that all of its agents, employees, servants, independent contractors and invitees must be individually authorized by the Landlord to enter a restricted area by virtue of this Agreement and may not permit any person who is not otherwise authorized to enter a restricted area unless such person is at all times while in a restricted area in the company of an authorized person. For purposes hereof, the restricted area is the Airport.

Penalties Assessed by F.A.A. Tenant understands and agrees that in the event the Federal Aviation Administration (FAA) assesses civil penalty against the Airport for any violation of Federal Aviation Regulation, Part 107, Section 107.13 as a result of any act or failure to act on the part of Tenant, its agents, employees, independent contractors or invitees, Tenant will reimburse the Airport in the amount of the civil penalty assessed.

2. TERM OF LEASE.

The term of this lease ("Lease" or "Agreement") shall be for a period of one year commencing _____ and ending _____, with the option to terminate the lease at the end of each lease year if the Lessee notifies the Lessor in writing of intentions to terminate on or before thirty (30) days prior to the expiration each lease year. If this lease is not renewed or terminated pursuant to the provisions hereof, it shall continue on a month-to-month basis until terminated by either Lessor or Lessee with thirty (30) written notice. Lessee's use of and rights in connection with this Lease shall be subject to the rules, conditions, covenants and agreements set forth herein and the ordinances, rules and regulations having effect at the Airport, as may be amended and changed from time to time.

3. RENTAL FEE.

At Lessee's option, as selected below, for the premises and rights granted herein, Lessee shall pay to Lessor in advance:

- South end T-hangar - #1-20
 - ☐ \$150.00 per month,
 - ☐ \$1,500.00/annually
- North end T-Hangar - #1-6
 - ☐ \$100.00/ per month,
 - ☐ \$1,100.00/annually
- Big South Hangar - 70 X 70
 - ☐ \$1,300/month + electric,
 - ☐ \$3,900.00 quarterly + electric,
 - ☐ \$14,300.00/annually + electric.
- New Small Box Hangar #28
 - ☐ \$1,300/month + electric,
 - ☐ \$3,900.00 quarterly + electric,
 - ☐ \$14,300.00/annually + electric.
- New Large Box Hangar - #27/#29
 - ☐ \$1,400/month + electric,
 - ☐ \$4,200.00 quarterly + electric,
 - ☐ \$15,400.00/annually + electric.

In the event the commencement or expiration date of this Lease falls on any date other than the first or last day of a calendar month, the rental fee shall be prorated by the actual number of days in such commencement or expiration date month. All rental payments shall be received by the 5th day of the month for which they are due.

Place of Payment: All rentals, fees or other charges provided herein shall be paid to Landlord at the following address:

The City of Pecos
Attn: Accounts Payable
PO Box 929
Pecos, Texas 79772

Unless otherwise designated in writing to Lessee.

4. DELINQUENT RENTALS.

Without waiving any other right of action available to Landlord in the event of default in payment of rentals, fees, or charges hereunder, should Tenant fail to pay any rentals within ten (10) days from the time payment is due, Tenant agrees to pay interest in an amount equal to fifteen percent (15%) per annum of the amount delinquent from

the date due until paid by Tenant.

5. DEFAULT FOR FAILURE TO PAY RENTALS, FEES OR CHARGES.

Failure of Tenant to pay any rent due within ten (10) days after the due date shall cause Tenant to be in default under this Agreement. If Tenant is in default for failure to pay amounts due, Landlord shall have the right, upon three (3) days written notice or demand to cancel this Agreement, unless such default has been cured within the three-day notice period, and Landlord shall have the right upon cancellation to re-enter and resume possession of the Hangar and to remove Tenant's property therefrom without being guilty of any manner of trespass or conversion and without prejudice to any other remedies which might be used by Landlord for possession or arrears in rent.

6. LIEN.

It is understood and agreed by the parties that this rental agreement is for self-storage facility within the meaning of Chapter 59 of the Texas Property Code.

LANDLORD SHALL HAVE A LIEN, AS SECURITY FOR THE PROMPT PAYMENT OF RENT, UPON ALL PERSONAL PROPERTY WHICH IS OR MAY BE IN THE HANGAR, ALL EXEMPTIONS OR SAID PROPERTY BRING HEREBY WAIVED AND UPON TENANT'S DEFAULT IN THE PAYMENT CHARGES REQUIRED UNDER THIS AGREEMENT, LANDLORD SHALL BE ENTITLED TO SEIZE AND SELL SAID PROPERTY TO WHICH THIS LIEN IS ATTACHED, IN ACCORDANCE WITH CHAPTER 50 OF THE TEXAS PROPERTY CODE.

7. MAINTENANCE AND REPAIRS.

Tenant shall maintain the demised premises in a clean, neat and sanitary condition, free of sand, trash, refuse and debris and shall promptly report to Landlord any defects in the Hangar requiring major maintenance. Tenant shall be responsible for keeping the hangar doors in good operating condition and perform minor maintenance on its hangar and hangar door as from time to time is required (i.e., grease, and cleaning).

Tenant shall, before storing aircraft in the Hangar, provide the metal drip pan to be placed under any part of the aircraft which may leak fuel or lubricants. Tenant agrees that the concrete floor of the Hangar is in good repair and Tenant assumes liability for the cost of the repair to the floor caused by any oil, fuel or lubricants.

Tenant recognizes that the floor of the Hangar may be subject to flooding or pooling of rainwater and accepts full liability and responsibility for any damage to any item in the Hangar due to such flooding or pooling.

Tenant understands and agrees that Tenant will be liable to Landlord for any damage to the Hangar caused by Tenant or any other person or persons who use or are present in the Hangar or Hangar area with Tenant's express or implied consent, ordinary wear and tear excepted. Tenant agrees to pay all reasonable costs necessary to repair any such damage, ordinary wear and tear excepted. Tenant agrees that if repairs to the Hangar are not completed in a timely manner, the Landlord may complete such repairs for Tenant's account and Tenant agrees to reimburse Landlord for the reasonable costs of any such repairs.

Tenant understands and agrees that Tenant assumes all risk of any damage to property located in or around the Hangar including aircraft. Tenant agrees that Landlord will not be liable or held responsible for any damage to

any aircraft or other property stored in the Hangar regardless of the nature or cause or extent of such damage.

LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY OR SUITABILITY THAT MAY OTHERWISE HAVE ARISEN BY OPERATION OF LAW. LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS IN THE FACILITIES THAT ARE VITAL TO THE LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE AND THAT THESE ESSENTIAL FACILITIES WILL REMAIN IN A SUITABLE CONDITION. LESSEE EXPRESSLY AGREES TO LEASE THE PROPERTY "AS IS" WHETHER SUITABLE OR NOT AND EXPRESSLY WAIVES THE IMPLIED WARRANTY OF SUITABILITY.

In addition, Tenant shall pay for electrical service to the premises. The serial number to the electric meter on this Hangar is ESI # - PROVISION INAPPLICABLE to T10. CCM2 8/27/21

8. ASSIGNMENT, TRANSFER AND SUBLETTING.

Tenant shall not sell, assign or transfer any right or privileges granted by this Agreement nor sublet any part or all of the Premises without the prior written consent of the Landlord which may be withheld for any reason.

9. CANCELLATION.

This agreement shall be subject to cancellation by Landlord in the event Tenant shall:

- i. be in arrears in payment of whole or any part of the amounts agreed upon herein for a period of three (3) days after Landlord has notified Tenant in writing that the payment was not received when due; or
- ii. make any general assignment for the benefit of creditors; or
- iii. abandon the Premises; or
- iv. default in the performance or any of the covenants, conditions or agreements required herein (except rental payments) to be kept and performed by Tenant and such default continues for period of thirty (30) days after receipt of written notice from Landlord to cure such default, unless during such thirty-day period Tenant shall commence and diligently perform such action as may be reasonably necessary to cure such default.

In any of the aforesaid events, Landlord may cancel this Agreement and take immediate possession of the Hangar, including any all improvements therein and remove Tenant's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Landlord to declare this Agreement canceled upon the default of Tenant for any of the reasons set out shall not operate to bar or destroy the right of Landlord to cancel this Agreement by reason of any subsequent violation of the terms herein.

No receipt or acceptance of money by Landlord from Tenant after the cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue, or extend the terms of the Agreement, or affect any such notice, demand or suit, or imply consent for any action for which Landlord's consent is required or operate as a waiver of any right of Landlord to retake and resume possession of the Hangar.

10. INDEMNIFICATION.

TENANT SHALL PROTECT, DEFEND, AND HOLD LANDLORD AND ITS OFFICIALS, AGENTS OR EMPLOYEES COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, SUITS, CLAIMS, JUDGMENTS, FINES OR DEMANDS ARISING BY REASON OF INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, INCLUDING ALL REASONABLE COSTS FOR INVESTIGATION AND DEFENSE THEREOF (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, COURT COSTS AND EXPERT FEES), OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS AGREEMENT AND/OR THE USE OR OCCUPANCY OF THE PREMISES OR THE ACTS OR OMISSIONS OF TENANT'S OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES, REGARDLESS OF WHERE THE INJURY, DEATH, OR DAMAGE MAY OCCUR, PROVIDED, HOWEVER THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NOT APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF LANDLORD, ITS OFFICERS, AGENTS OR EMPLOYEES AND PROVIDED, FURTHER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO THE EXTENT AND DEGREE THAT THE NEGLIGENCE OF LANDLORD OR ITS AGENTS, OFFICERS OR EMPLOYEES, IS A CONTRIBUTING AND PROXIMATE CAUSE OF ANY PARTICULAR INJURY, DEATH OR DAMAGE. THE LANDLORD SHALL GIVE TO TENANT REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. THE TENANT SHALL ALSO USE COUNSEL REASONABLY ACCEPTABLE TO LANDLORD IN CARRYING OUT ITS OBLIGATIONS HEREUNDER.

The provision of this section shall survive the expiration or early termination of this Agreement.

11. SURRENDER OF POSSESSION.

Upon the expiration or cancellation of this Agreement, Tenant's rights, privileges and use of all premises and facilities shall cease and Tenant shall forthwith surrender the same. Tenant shall restore the Premises to its original condition as of the beginning of occupancy, ordinary wear and tear, damage by the elements, fire, explosion or other causes entirely beyond Tenant's control excepted.

12. GENERAL PROVISIONS.

Rules and Regulations. Tenant shall observe and obey all reasonable rules and regulations promulgated from time to time by the Airport Manager governing conduct on and operations at the Airport and use of its facilities, provided, however, that all rules and regulations so promulgated shall not be inconsistent with the terms of this Agreement, local or state laws, or any legally authorized rule or regulation of the Federal Aviation Administration or successor thereto which is binding in law on Landlord or Tenant as the same now are or may from time to time be amended or supplemented.

Time is of the Essence. Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

Notices. Any notice required to be given by Landlord under this Agreement shall be delivered in person or by certified mail to the Tenant's last known address as stated in the rental agreement or in written notice from the Tenant to the Landlord furnished after the execution of this Agreement. Notice by mail shall be considered

delivered when the notice, properly addressed with postage prepaid, is deposited with the United States Postal Service.

Any notice required to be given by Tenant under this agreement shall be by certified mail, postage prepaid and considered delivered when deposited with the United States Postal Service.

Any notice required to be given by Tenant under this Agreement shall be addressed to the following address:

Town of Pecos City
Attn: Heather Ramirez, Assistant City Manager
PO Box 929
Pecos, Texas 79772

With a copy sent by regular mail to the following address:

Pecos Municipal Airport Manager
3110 Manahan Street
Pecos, Texas 79772

Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees as determined by a court of competent jurisdiction in addition to any other relief awarded.

Agreement Made in Texas. The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in Reeves County, Texas.

Nondiscrimination Covenant. Tenant, for himself, his heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

That no person on the grounds of race, creed, color, sex 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.

That in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, creed or color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

That Tenant shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A. Part 21, Nondiscrimination in federally- assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulation may be amended. Tenant shall also comply with the applicable provision of Section 504 of the Rehabilitation Act of 1973 (P. L. 93-112) and 49 CFR Part 27.

Affirmative Action. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statute, or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of Pecos to ensure that no person shall, on the grounds of race, color, sex, or national origin be excluded from participation in or receiving the services or benefits

of any program of activity covered by the Subpart. Tenant assures that it will require that its covered sub-organization to provide assurances to Landlord, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.

Cumulative Rights and Remedies. All right and remedies of Landlord here enumerated shall be cumulative and shall exclude any other right or remedy allowed by law. Likewise, the exercise by Landlord of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

Interpretation. Words of gender used in this Agreement shall be held and construed to include any other gender, and words in singular shall be held to include the plural and vice versa unless the context otherwise requires.

Agreement Made in Writing. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the Parties hereto or their respective successors in interest.

Paragraph Headings. The captions of the various articles and sections of the Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of the Agreement or any part or parts of this Agreement.

Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of the Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added to part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Successors and Assigns. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their successors, assigns, legal representatives, heirs, executors and administrators.

Taxes and Other Charges. The Tenant shall pay all taxes, and governmental charges of any kind whatsoever that may be lawfully assessed against the Tenant with respect to the Premises, during the term of the Agreement including any extensions or option periods granted thereto. The Tenant in good faith may contest any tax or governmental charge provided that the Tenant may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of counsel satisfactory to the Landlord such action will not adversely affect any right or interest of the Landlord.

Authorization to Enter Agreement. If Tenant signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the State of Texas, that Tenant has full right and authority to enter into Agreement, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request to Landlord, Tenant will provide satisfactory evidence of this.

Taxes. Any and all taxes assessed by any governmental unit shall be the responsibility of the Lessee.

Misrepresentation: All terms and conditions with respect to this lease are expressly contained herein, and the Tenant agrees that no representative or agent of the City has made any representation or promise with respect to this lease not expressly contained herein.

Effective Date: Regardless of date signed, this Agreement shall be effective as of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this ____ day of _____
20____.

LESSOR

TOWN OF PECOS CITY

By:

Heather Ramirez, Assistant City Manager

Approved and recommended

By:

Coley Means, Airport Manager

LESSEE

[Name of lessee]

ADDENDUM "A" TO THE PECOS MUNICIPAL
AIRPORT HANGAR LEASE AGREEMENT

In addition to and/or in lieu of carrying insurance and as an additional requirement for the lease of hangar space, Lessee covenants and agrees that Lessee will not hold the City of Pecos or any of its agents, employees, or Airport Manager or Airport Board members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the hangars, aprons, field, or any other location at the Airport; and Lessee agrees that the planes and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

TOWN OF PECOS CITY

By:

Heather Ramirez, Assistant City Manager

LESSEE

[Name of lessee]

Schedule 1

Aircraft and Tenant Information

1. Aircraft Year, Make, & Model: _____

2. Registration Number ("N Number"): _____

3. Number of Engines: _____

4. Number of Seats: _____

5. Other Registered Owners: _____

6. Is the aircraft presently airworthy?: YES / NO

7. Contact information:

Name: _____

Address: _____

Phone No: _____

Email address: _____

If Aircraft is used in commercial operations, please describe operations: