

**LEASE OF REAL ESTATE AT THE
MONMOUTH MUNICIPAL AIRPORT**

THIS INDENTURE made this _____ of _____, 20____, between
the CITY OF MONMOUTH, (“Landlord”) and _____, (“Tenant”).
Address: _____

WITNESSETH:

Tel #: _____

1. Description of Leased Premises

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord Stall Number _____ of the Hangar at the MONMOUTH MUNICIPAL AIRPORT located at 1320 North 11th Street, Monmouth, Illinois 61462.

2. Stall Rent

The Tenant will pay to the Landlord monthly ground rent for the stall described in Paragraph 1 of this Agreement as follows:

The Tenant will pay to the Landlord a monthly stall rent in the amount of \$100.00 per month with said payment due on the 1st day of each month. Tenant agrees to pay a penalty of \$5.00 per day for every day after the 5th of the month if said monthly ground rent is not received by the Landlords by the 5th day of the month. This lease shall be a month-to-month tenancy. Either side may terminate this lease by providing the other party with thirty (30) days written notice as provided by Illinois law.

3. Uses of Premises

Tenant agrees that the use of the premises shall be limited to the storage of any airplane, glider or related equipment only. No other activities or business shall be authorized to conduct or perform or provide any service from the leased premises without prior written approval from the CITY OF MONMOUTH.

4. Use of Airport Facilities

The Tenant shall have use of the MONMOUTH MUNICIPAL AIRPORT, including, but not limited by way of limitation, the landing areas, aprons, taxiways, and vehicle parking areas for no additional charge during the pendency of the lease. This Lease shall not be construed to convey to the Tenant the exclusive use of any part of the MONMOUTH MUNICIPAL AIRPORT except those premises described in Paragraph 1 herein, or to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 47107 of Title 49 USC, Subtitle VII, as amended. The Landlord reserves the right to lease to any party any portion of the MONMOUTH MUNICIPAL AIRPORT not described in Paragraph 1 herein other than public facilities, and to grant to others the privilege and right of conducting any one or more activities that the Landlord deems fit in its sole discretion.

5. Landlord’s Reservation of Use of Facility

Any other provision of this lease notwithstanding, the Landlord reserves the exclusive use of the leased stall as provided in Paragraph 1 of this Lease and all areas of the MONMOUTH MUNICIPAL AIRPORT, every July 3rd through July 5th for purposes of the annual “Fly-In Breakfast”

The Tenant further agrees to have all airplanes, gliders and related equipment, including all tools and equipment removed prior to said period herein reserved by said Landlord. The Tenant may resume occupancy of the premises at the end of said period.

6. Care of Leased Premises

- (a) Tenant shall keep and maintain the leased premises in good condition. Tenant shall provide property containers for trash and garbage and shall keep the premises free and clear of rubbish, debris and litter at all times.
- (b) At the termination of this Lease and upon proper written thirty (30) day notice as set forth in Paragraph 2, Tenant shall surrender the leased premises, in as good condition as when the Tenant entered into the Lease, normal wear and tear, damage by fire, explosion, windstorm or any other casualty excepted.

7. Insurance

Tenant covenants and agrees to maintain in force and effect at all times insurance coverage in compliance with City of Monmouth Code of Ordinances, Ordinance 13-021, Section 123.02, (A) Operating privileges for Recreational Use or (B) Operating privileges for Commercial Use, whichever is applicable to the tenant.

8. Subordination

- (a) State and Federal Law
This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between the Landlord and the Federal Aviation Administration and the Division of Aeronautics, Department of Transportation of the State of Illinois and nothing contained herein shall be construed to prevent the Landlord from making such further commitments as it desires to make to the Federal Government or to the State of Illinois so as to qualify for further expenditure of federal and/or state funds at the CITY OF MONMOUTH.
- (b) Local Ordinances
This Lease shall be subject and subordinate to all ordinances of the CITY OF MONMOUTH, the Rules and Regulations of the MONMOUTH MUNICIPAL AIRPORT and/or the Minimum Standards for Commercial Activities at the MONMOUTH MUNICIPAL AIRPORT, as the same may be in effect and amended from time to time.

9. Right of Access

The Landlord hereby reserves the right to enter upon the leased premises at reasonable times for the purpose of making inspections to determine if the conditions and requirements of this Lease are fully complied with. Failure to comply shall be considered a breach of this Lease.

10. Storage of Damaged Aircraft

No damaged aircraft shall be stored in view of the general public.

11. Delays in Enforcement

No delay on the part of any party in enforcing any of the provisions of this Lease shall be construed as a waiver thereof. No waiver on the part of any party of a breach of any of the provisions of this Lease shall be construed as a waiver of any subsequent breach.

12. Assignment of Lease

This Lease may not be assigned or subleased without the prior written consent of the Landlord.

13. Notices

All notices required hereunder shall be in writing.

14. Successors and Assigns

The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

15. Interpretation

(a) Severability

It is the intention of the parties hereto that the provisions of this Lease shall be severable with respect to declaration of invalidity of any provision contained herein.

(b) Headings

The paragraph headings are for convenience only and do not define, limit or describe the contents of such paragraphs.

(c) Governing Law

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

(d) Amendments

No amendments, modifications or supplements to this Lease shall be effective unless in writing and executed and delivered by both parties to this Lease.

IN WITNESS WHEREOF, the Landlord has caused this Lease to be executed by its Mayor and its City Clerk, and its corporate seal affixed hereto, and Tenant has caused this Lease to be executed by him/her, effective the day and year first above written.

LANDLORD: CITY OF MONMOUTH

By: _____
Rod Davies, Mayor

ATTEST:

Susan S. Trevor, City Clerk

TENANT(S):

By: _____
