

PERRY STOKES AIRPORT HANGAR LEASE

This Lease made this _____ day of _____, 202__ between:

_____, hereinafter called "Lessee" and Las Animas County as owner of the Perry Stokes Airport, hereinafter called "Lessors".

1. Effective Date and Termination. This Lease shall be in effect from the First (1st) day of _____, 202__ on a month-to-month basis (leases longer than month-to-month can be entered into by contacting Lessors' Finance Director 845-2564 or Administration 845-2568). Either party may terminate this lease at any time by giving thirty (30) days written notice to the other party. Upon a breach of this agreement by Lessee, Lessor may terminate this lease immediately upon notice.
2. Location. The premises herein leased is that certain hanger # _____ (location of hanger) – PERRY STOKES AIPORT.
3. Rent. The rent shall be \$ **100.00** per month payable on the First (1st) day of each month. (Or \$5.00 per day paid immediately). .Initial rents not entered into on the 1st of the month shall be prorated from the date of occupancy. There shall be a ten (10) day grace period on any payment. After the ten (10) day grace period, a penalty of \$5.00 per day will be assessed.
4. Deposit. **Lessee shall pay Lessor a one-time fifty (\$50.00) dollar deposit due** at the time Lessee rents a hangar. The hangar rented shall be returned in the condition received. Should any rented hangar be damaged (including but not limited to debris on floor, walls, roof etc.) as a result of rental or while such rented hangar is in the custody of the Lessee, any or all of the security deposit may be forfeited to Las Animas County.
5. Notices. All written notices called for in this lease shall be delivered as follows:

a. To Lessee at _____

Phone # _____

To Lessors at Las Animas County, 200 E. 1st Str Room 105. Trinidad, Colorado 81082.

6. Insurance. Lessee shall be responsible for the maintenance of any insurance for the contents and equipment owned by Lessee.
7. Use of Property. Lessee shall be allowed to use the property for any lawful use allowed by law subject to any and all regulations of Las Animas County, Colorado, the State of

Colorado, or the United States of America. Lessee shall be responsible for any violations of law caused by or associated with Lessee's rental of the hanger.

8. Repairs and Maintenance. Lessee will, at its own expense and risk, maintain the premises and all improvements on the premises in good order, appearance, and condition.
9. Subletting/Assignment. Lessee may not sublease the property or assign this lease without the written consent of the Lessors.
10. Indemnity. *Lessee shall indemnify and defend Lessor for any and all liability asserted against Lessor relating to Lessee's rental or use of the hanger or use of any other areas of Perry Stokes Airport.*
11. Attorney's Fees and Costs. Lessee shall pay all costs and attorney's fees incurred by Lessor in the collection of any amounts owed under this Lease or in the prosecution of any breach by Lessee regarding this agreement.
12. No Waiver. Any delay in action by Lessor in connection with a matter that may constitute a breach of this Lease, shall not waive the default or breach. Lessor's conduct with regard to a lapse, breach, or default by Lessee at one time or in one respect shall not be construed as a waiver of any subsequent or other lapse, breach, or default of any term, condition or covenant of this Lease.
13. Miscellaneous. This Lease represents the full and complete agreement of the parties. This Lease can only be modified through the written and signed agreement of the Parties. Lessee represents and warrants that the person signing on its behalf has full legal authority to sign this agreement on its behalf.

This Lease signed the ____ day of _____, 20____.

Lessee:

Lessors:

By: _____

Las Animas County