



BRADFORD REGIONAL AIRPORT AUTHORITY HANGAR LEASE / AGREEMENT

This agreement, made and entered into on the date indicated below by and between the **BRADFORD REGIONAL AIRPORT AUTHORITY**, a Pennsylvania Municipal Authority, hereinafter called the Landlord, and _____ with an address of _____ hereinafter called the Tenant.

WHEREAS, the Landlord owns and operates an airport known as the Bradford Regional Airport and Tenant is desirous of leasing from the Landlord a certain Hangar or T-hangar, as the case may be, ("Leased Premises") for the purpose of aircraft storage; and

WHEREAS, the Tenant will use the below described Leased Premises for the purpose of storing aircraft, and

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Tenant does hereby lease from the Landlord the following Leased Premises upon the following terms and conditions.

1. **Leased Premises:** The Leased Premises shall be **HANGAR # _____** located at 212 Airport Road Lewis Run, PA 16738/Bradford Regional Airport. Tenant agrees to and does hereby accept all facilities on the Leased Premises on an "as is" basis; further, Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes or chains used to secure airplanes.

2. **Term.** The term of this Lease shall be on a month to month basis; commencing on the following date: _____.

3. **Rent.** The Tenant agrees to pay to the Landlord without demand, a monthly rental of **\$TBD + \$tax=\$TBD** payable on or before the first (1st) day of each month of this Lease Term. Rent received after the fifth (5th) of the month shall be subject to a five (5%) percent late charge. Additionally, rent, late charges and all charges due under this Lease paid more than thirty (30) days delinquent shall also be subject to interest at fifteen (15%) percent per annum. **Tenant may be billed for actual or estimated utility usage above standard as airport deems appropriate.**

4. **Verification of Aircraft.** The Lease shall be subject to the disclosure and verification of the information on **Appendix A** relative to the Tenant's aircraft stored on the Leased Premises. **Appendix A** is incorporated into and part of this Lease.

5. **Tenant's Use Covenants.** Tenant agrees to the following obligations and responsibilities:

A. Tenant shall use the Leased Premises for storage of the Tenant's aircraft only and for no other purpose. If Tenant does not store an aircraft at the Leased Premises for a period of thirty (30) days during the Term of this Lease, Landlord shall have the right to terminate this Lease upon fifteen (15) days written notice.

B. Tenant shall have the right to install, operate, maintain and store, subject to the prior written approval of the Landlord, equipment necessary for the safe hanging of the Tenant's aircraft.

C. No gasoline, explosives, or flammables shall be stored in the Leased Premises, other than the fuel contained in the Tenant's aircraft and other than propane tanks in the Leased Premises, provided the propane tanks comply with all applicable laws.

D. No repairing or overhauling of any aircraft or equipment shall be conducted in the Leased Premises except as allowed by federal aviation regulations.

E. Tenant shall be responsible for setting parking brakes, placing chocks, and tying down their own aircraft.

F. No high amperage electrical equipment, heaters, or machinery shall be used in or around the Leased Premises nor shall any existing wiring on or in the Leased Premises be modified nor shall any additional outlets, fixtures or the like be installed, without the prior written consent of the Landlord.

G. Tenant is permitted, at Tenant's cost, to make modifications or improvements to the Leased Premises only upon the written consent of the Landlord. All modifications and improvements to the Leased Premises shall become the property of the Landlord upon the expiration of this Lease.

H. Tenant shall immediately report any damages to the Leased Premises to the Landlord.

I. Tenant shall at all times keep the Leased Premises neat, clean, and orderly, and will at all times preserve the space in as good a condition and repair as the same is delivered to the Tenant, reasonable use, wear and damage by natural elements excepted. Tenant shall dispose of all waste material, litter, trash, garbage, throw-away or disposable articles of any kind in proper receptacles.

J. No hoisting or holding mechanism shall be attached to any part of the Leased Premises, unless prior written authorization is obtained from the Landlord.

K. Tenant shall not paint, remove, deface, modify, bend, drill, cut or otherwise modify any part of the Leased Premises without prior written permission of the Landlord.

L. Tenant shall abide by all statutes, laws, ordinances, rules and regulations of the Federal Aviation Administration, the Commonwealth of Pennsylvania, the Landlord, the governing body of the Landlord and of all other duly constituted public authorities having jurisdiction; and specifically including, but not limited to the Landlord's Rules and Regulations for the Bradford Regional Airport, which are incorporated herein by reference. Tenant assumes sole responsibility or liability regarding the use of the Leased Premises and maintaining the Leased Premises in compliance with all applicable statutes, laws, ordinances, rules and regulations. Tenant expressly agrees to comply with the Bradford Regional Airport's Vehicle and Equipment Operations Rules and Regulations, which are incorporated into this Lease and attached as **Appendix B**.

M. The Airport's number one priority during snow removal will be the active runway and associated taxiway, followed by ramp and aircraft parking, entrance road and parking lots, hangar and hangar taxiways. Tenant may be required to remove up to one foot of snow in front of hangar door, depending on severity of snow storm. **See attached Appendix C - Winter Operations Letter.**

6. **Non-Exclusive Use.** The Tenant shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements and the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways,

aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft. Tenant also shall have the right of ingress to and egress from the Bradford Regional Airport, which shall also extend to Tenant's employees, guests and patrons.

7. Hold Harmless and Waiver. Tenant agrees to and shall indemnify, defend and save harmless Landlord and its elected and appointed officials, officers, agents, employees and its airport manager from and against any and all liability, damages, costs, expenses (including, but not limited to its reasonable attorneys fees and court costs) or loss resulting from claims, demands or loss resulting from claims, demands or suits at law and/or in equity or other court action of any kind, nature or extent whatsoever arising directly or indirectly out of the activities of the Tenant, its agents, servants, guests or business visitors and invitees under this agreement or by reason of any act or commission of any such persons, firms, partnerships, corporations or other entities. The Tenant hereby waives all claims for damages against the Landlord and agrees that Tenant will not hold the Landlord and employees, or agents responsible for any damages sustained by Tenant or Tenant's property from whatever cause, excepting the Landlord's negligence.

8. Property Insurance. Landlord shall maintain fire and extended coverage insurance on the Leased Premises in such amounts as Landlord shall deem appropriate and under such terms containing a waiver of subrogation clause in favor of the Tenant. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property including aircraft, equipment and supplies located in the Leased Premises.

9. Damage and Destruction. If the Leased Premises or any part thereof is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within sixty (60) days following damage to elect by notice to Landlord to terminate this Lease thirty (30) days after the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage, the cost of which shall be paid by the Landlord from the insurance proceeds insuring said casualty.

10. Maintenance of Buildings. The Tenant shall maintain the Leased Premises in good order. Landlord shall make such repairs to the exterior and interior of the Leased Premises as are necessary at the sole cost of the Landlord.

11. Location Reassignment. The Landlord reserves the right to temporarily reassign or permanently reassign Tenant a different space at the Bradford Regional Airport to accommodate repairs, improvements, maintenance, construction, emergencies, or where necessary to permit maximum efficient public utilization of the Bradford Regional Airport facilities. Tenant agrees to allow Landlord, its employees and agents to relocate Tenant's aircraft as it becomes necessary in this regard.

12. Right of Entry. The Landlord reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease or for the purpose of observation, performing maintenance and at any time in case of an emergency.

13. Taxes. The Tenant shall pay all taxes or assessments that may be levied against the personal property of the Tenant located at the Leased Premises.

14. Signs. The Tenant agrees that no signs or advertising matter may be erected without the prior written consent of the Landlord.

15. Default. The Tenant shall be deemed in default upon: a). Failure to pay rent within thirty (30) days after due date; b). The filing of a petition under Federal bankruptcy law or any amendment thereto including a petition for reorganization; c). The commencement of a proceeding for

dissolution or for the appointment of a receiver; d). The making of an assignment for the benefit of creditors; e). Violation of any restrictions in this Lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days after written notice. Default by the Tenant shall authorize the Landlord, at its option and without legal proceedings, to declare this Lease terminated and void, cancel the same, and re-enter and take possession of the premises. Upon such termination, Tenant shall immediately remove said airplane(s) from the Leased Premises without the receipt of any other notice or demand for possession. In any action of proceeding for the collection of any sums which become payable according to this Lease, the Tenant agrees to pay the Landlord a reasonable sum for Landlord's expenses, court costs and attorney's fees.

In addition to and not in lieu of any other remedies which Landlord may have by virtue of statute or otherwise upon the event of default, Landlord may take possession of the Tenant's aircraft or other such equipment and store the same at such place and in such place and in such a manner as Landlord may deem desirable, including but not limited to the tying-down of the aircraft at any parking space and chaining and locking same until such time as all rentals and other applicable charges have been paid, and such costs of storage or tie-down costs of said aircraft and other applicable charges have been paid by Tenant. During any period of such storage, Landlord shall not be held liable in any manner for the safekeeping and condition of the aircraft so stored. After sixty (60) days from the date when the Landlord takes possession of an aircraft and sends notice thereof by certified mail, return receipt requested, to the address listed below or any subsequent address on file with the Landlord, the aircraft may be sold for public auction.

16. Assignment. The Tenant shall not, at any time during the term of this Lease, assign or transfer this agreement or any interest contained, without the consent of the Landlord.

17. Airport Development. The Landlord reserves the right to further develop or improve Bradford Regional Airport without interference by the Tenant. If development requires the relocation of the Tenant, the Landlord agrees to provide a compatible location or provide similar facilities for the Tenant at no additional cost to the Tenant.

18. Subordination Clause. This Lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States or the Commonwealth of Pennsylvania relative to the operation or maintenance of the Bradford Regional Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Bradford Regional Airport. Furthermore, this Lease may be amended to include provisions required by any agreements with the United States or the Commonwealth of Pennsylvania.

19. Severable. If any portion of this Lease or the application of any provision is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Lease and the application of it will remain in full force and will not be affected, impaired, or invalidated.

20. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of _____, 2019.

**LANDLORD: BRADFORD REGIONAL
AIRPORT AUTHORITY**

By: _____

Name: Alicia Dankesreiter

Title: Director, Bradford Regional Airport Authority

TENANT:

By: _____

Name: _____

Title: Tenant

AIRCRAFT INFORMATION

Aircraft:

FAA "N" number: _____

Aircraft Manufacturer: _____

Manufacture's Model/Type #: _____

Aircraft Color: _____

Registered owner:

Residence Address

City, State, Zip: _____

Phone Number: _____

Cell # _____

Email _____

Aircraft Insurer:

Insurer's Name: _____

Insurers Address: _____

Insurer's Telephone number: _____

Policy number: _____

APPENDIX B

BRADFORD REGIONAL AIRPORT AUTHORITY VEHICLE AND EQUIPMENT OPERATIONS RULES AND REGULATIONS

GENERAL

No person shall operate any motor vehicle on the Airport other than in accordance with these rules and regulations. Violation of any of these Rules and Regulations may lead to temporary suspension or permanent revocation of the privilege to operate a motor vehicle at the Airport. It is the intention of the Airport, through its enforcement activities, to encourage drivers to operate in an orderly and safe manner by complying with the rules and regulations contained herein. No person shall drive a vehicle on the Air Operations Area in violation of Federal, State or Local laws as applicable.

WHO MAY OPERATE

No person shall operate any motor vehicle or mobile equipment on the Air Operations Area (AOA) except:

- a. Persons assigned to duty thereon who have been authorized by the Airport Manager; and
- b. Hangar tenants.

The privilege to operate a vehicle on the AOA may be suspended or revoked at any time by the Airport Manager or designee with or without cause.

ADEQUATE INSURANCE

All vehicles operating on the Air Operations Area must have adequate insurance with limits which will cover property damage or personal injury which could reasonably be expected to occur on airport property.

RESTRICTED DRIVING ON RUNWAYS/TAXIWAYS

No person under any circumstances (including emergency situations) shall drive a vehicle on any movement area, including runways or taxiways without first: 1) being authorized by the Airport Manager or designee; 2) receiving permission from the Airport Fuel Office, during hours of normal operation, using a two-way radio on the Ground Control Frequency. All other vehicles will be escorted by an Airport representative or airport-authorized individual.

No person except as authorized by Airport staff shall drive across the Runway Protection Zones (RPZ) immediately adjacent to the runway ends or safety areas associated with runways or taxiways.

SPEED AND CONTROL

All motor vehicles and equipment shall be operated under the safe control of their drivers at all times, taking into consideration existing traffic and road conditions. Maximum allowable speeds are: 20 miles per hour under normal conditions; 10 mph with snow and/or ice on the ground; and 10 mph within 50 feet of a building or aircraft.

UNSAFE VEHICLE

No person shall drive a vehicle on the Air Operations Area if it is constructed, equipped, or loaded so as to endanger any persons or property. No vehicle shall be driven if found to have technical or mechanical defects, which may impair their safe or efficient operation.

AIRPORT ISSUED OR APPROVED IDENTIFICATION REQUIRED

Unless under approved escort, no person shall drive a vehicle on any Air Operations Area unless that person possesses a valid identification media as approved in the Airport.

STATE DRIVER LICENSE REQUIRED

No person shall drive a vehicle on any Air Operations Area unless that person possesses a valid Pennsylvania State Driver License or a valid driver license from another state, if appropriate. The license must be in the person's possession while operating a vehicle on the Air Operations Area.

VEHICLE ESCORT

Vehicles and operators not possessing appropriate identification, license or having authorization by the

Airport Manager or designee, must be under continuous escort by an Airport-authorized vehicle operator.

Emergency vehicles responding to an emergency on the Air Operations Area must do so under the direction of Airport Management or Operations personnel.

VEHICLE OPERATION AROUND AIRCRAFT

a. At all times, and under all conditions, aircraft shall have the right-of-way. All vehicles shall pass to the rear of an aircraft whose engine(s) is (are) running. A minimum distance of one hundred (100) feet shall be maintained when passing to the rear of a jet aircraft when its engines are running. When a vehicle cannot pass to the rear of the aircraft, the driver shall stop and wait until the aircraft passes in front of him, or until the pilot motions for him to pass to the front of his aircraft.

b. No person shall drive a vehicle under the wing of an aircraft unless the person is in the act of servicing the aircraft.

c. No person shall drive a vehicle, other than those vehicles being used for aircraft servicing functions, within fifty (50) feet of an aircraft during fuel servicing operations.

d. No person shall drive a vehicle between an aircraft and a departure/arrival gate when passengers are enplaning or deplaning.

e. No person shall drive a vehicle in front of a taxiing aircraft.

f. Vehicles shall use established vehicle routes or roadways where available, unless travel is confined to and associated with the immediate servicing area (shadow) of an aircraft.

PASSENGER SEATING

No person shall drive or ride in/on a vehicle unless that person occupies a seat intended for that use.

USE OF HEADLIGHTS

No person shall drive a vehicle in the Air Operations Area after sunset, before sunrise, or during restricted visibility without the use of headlights.

ALCOHOL AND DRUGS

No person shall operate a vehicle or mobile equipment while under the influence of alcohol or drugs on any part of the Airport Operations Area.

UNNECESSARY DRIVING

Unnecessary driving on the Air Operations Area is prohibited. Drivers shall utilize the outer public streets to their fullest extent and exit the airfield at the nearest practical gate.

VEHICLE MAINTENANCE

No person shall repair any mechanical defect to a vehicle on the Air Operations Area except those minor repairs required for removing a disabled vehicle to a proper location.

PARKING

No vehicle may be parked in a hangar or tie-down area so as to obstruct the movement of aircraft or other vehicles. Motor vehicles, owned by lessee's of non-fixed based operators, located in the hangar or tie-down area shall only be parked in a manner and in areas so designated for such purpose.

Aircraft owners who rent hangar space from a fixed base operator may be permitted to park one vehicle within that hangar space at the discretion of the fixed base operator with the reservation

that any and all such vehicles would be under the control of the fixed base operator; also, if any car is to be locked, the keys shall be in the possession and control of the fixed base operator and such fixed base operator shall be responsible for compliance with this regulation. Administration vehicles and fuel and service vehicles owned or operated by the fixed base operators may be parked in their leased areas.

The Airport Manager reserves the right to remove and store, at the owner's expense, any vehicle which is parked on the Air Operations Area in violation of these Rules and Regulations. The vehicle shall be subject to a lien for the cost of removal.

No person shall park any motorized ground equipment or vehicle near any aircraft in such a manner so as to prevent it or other ground equipment or vehicle from being readily driven or towed away from the aircraft in case of an emergency. Ramp equipment shall be parked in designated storage/staging areas when not in use, and shall not be left unattended outside of these designated storage/staging areas.

BICYCLES

Bicycles operating on the ramp will comply with all rules and regulations applicable to motor vehicles. Adequate headlights and reflectors shall be used on bicycles operated after sunset, before sunrise, or during restricted visibility.

ACCIDENT REPORT

The driver of any motor vehicle which is in any manner involved in an accident, originating from the operation of the motor vehicle, that has resulted in damage to Airport Property, or to other property, or in bodily injury to, or in the death of any person, or that involves any aircraft, shall immediately notify the Airport Manager or designee and provide necessary information to Airport Operations or law enforcement personnel to complete a written accident report.

APPENDIX C

Winter Operations

Dear Airport Tenant:

With winter coming soon, the Bradford Regional Airport would like to review its policy on snow removal per the Airport Certification Manual and FAR Part 139.

Priority for Snow Removal:

- 1) Active runway and associated taxiway**
- 2) ARFF / Fire Barn Access Road**
- 3) Ramp and aircraft parking**
- 4) Entrance roads, parking and passenger areas**
- 5) * Crosswind runway, associated taxiways**

- 6) Hangars and Hangar taxiways
 - A) Forrest Oil Hangar
 - B) Cole Hangar
 - C) T-Hangars - please call ahead
- 7) Visual Aids and signs
- 8) Glide slope, Localizer roads, and service roads.

If you plan on flying out on a particular day it is recommended that you call the airport at 368-5928 Ext: 26, a minimum of 24 hours in advance to insure that your hangar will be plowed out. Depending on the severity of the snow storm the Airport Maintenance Crews will do their best to have your hangar plowed out or an estimated time it will be plowed. The Maintenance Crews will get as close to the hangar as possible leaving about a foot of snow in front of the hangar, if time permits they will try and remove the foot of snow, if not it will be left up to the tenant.

Thank you,

Bradford Regional Airport Authority

APPENDIX C **Security Policy**

Dear Airport Tenant:

Recently there has been some inquires concerning the Airport's Security Plan and Policies. The Bradford Regional Airport is designated as a:

Category IV Airport

Any city that flies into a category X, I, II or III airport is required to have security screening no matter how small that airport is. Category IV airport are the smallest airports. Category IV Airports often only have 1 security lane (while other airports may have several) and may have fewer than four gates for airplanes to fly into. Category IV airports often have no special secured areas. Airports in this category are about the size of a municipal airport.

Other terms which need to be defined are:

Air Operations Area (AOA) – a portion of an airport, specified in the airport security program, in which security measures specified in 49 CFR Part 1500 are, carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas for use by aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the Secured Area.

Security Identification Display Area – SIDA means a portion of an airport specified in the airport security program, in which security measures specified in 49 CFR Part 1540 are carried out. This area includes the secured area and may include other areas of the airport.

The Bradford Regional Airport has an approved Airport Security Manual by the Transportation Security Administration (TSA) which dictates certain functions & responsibilities to be carried out in regards to passenger screening, however security of the airport facility is not defined.

During the commercial air carrier operations the YELLOW BOX painted on the ramp acts as a SIDA area and must remain a Sterile Area during this time, ***this simply means no one is allowed in the YELLOW BOX except commercial passengers and airline personnel during this time.***

During times of non-commercial activity at the airport there are no AOA and SIDA areas, and therefore no breach in security.

Although the airport attempts to provide every level of security possible, there may be times a gate may found to unlocked or personnel on the ramp.

Security is everyone's responsibility and the airport asks all tenants to ensure gates are locked and to challenge individuals not known or suspicious.

If you have any questions or concerns please contact the airport at 814-368-5928.

Thank you,

Bradford Regional Airport Authority