

**Nampa Municipal Airport Land Lease Agreement**

**Lessee Name – LOT # \_\_\_\_\_**

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Date: \_\_\_\_\_

Lessor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_



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- d) The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee unless otherwise provided in this agreement.
- e) Any proposed construction is subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.
- f) Special Conditions: \_\_\_\_\_

**5. Rental Payments.**

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January for that year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be **19.3 cents** per square foot of the entire Premises area. Said rental fee may be adjusted periodically by the Lessor. Adjustments to the rental fee shall not be made more frequently than once each year, and each adjustment shall not be an amount greater than the average change in the Consumer Price Index for like sized communities (CPI-U) per year(s) since the previous adjustment.

Lease payments to the City of Nampa will be prorated for the remaining duration of the year, \_\_\_\_\_, and will commence in the beginning of the month following the final approval by the City, in the amount of \_\_\_\_\_ and **xx/100** dollars (**\$xxx.xx**).

Rental payments not paid within 30 days of the agreed date(s) shall be considered past due and therefore delinquent.

**6. Rights and Obligations of Lessee.**

- a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.
- b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.
- c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan.
- d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.
- e) Outside storage on the leased area, which in the opinion of the Airport Manager creates unsightly or dangerous conditions, shall not be allowed
- f) Lessee shall not permit any person to use any part of the Premises for residential use
- g) Lessee shall, within thirty (30) days of receiving an invoice therefor from Lessor, reimburse Lessor for the cost of the survey Lessor is required to complete on the leased premises to comply with FAA Form 7460-1.

**7. Right To Purchase.**

Upon termination or expiration of this lease Agreement, Lessee shall remove its personal property, including structures or buildings and restore the Premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease, or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof within 120 days of the termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property, including structures or buildings, for the sum of One and No/100 dollar (\$1.00). Lessee, when paid the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell some or all of its personal property, including structures or buildings to a third party or parties.

Lessee Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

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**8. First Right of Refusal.**

Upon early termination of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of the structure and/or improvements specified in this agreement, the Lessee shall first offer said structure and/or improvements to Lessor. Lessor shall have thirty (30) days to either accept or reject said offer to purchase.

**9. Default and Forfeiture.**

- a) In the event there is a default by the Lessee in the performance of any of the covenants and agreements herein contained, and in the event the said default results in potential liabilities to the Lessor or in waste and/or damage to leased property, the Lessor may expend such funds as are reasonably necessary to insure the performance of the defaulting event or waste and/or damage in order to protect itself against liability or to protect its property value, and shall charge the same against the Lessee. The Lessee shall pay to the Lessor, in addition to any other sums that it is required to pay under the terms of this Lease, said sums expended by the Lessor, together with interest at the rate of 12% per annum on said funds so expended.
  
- b) Time and the strict and faithful performance of each and every one of the conditions of this Agreement is expressly made the essence of this Agreement. If default is made by the Lessee in payment of any part of Lessee's rent when the same shall become due, or default be made by the Lessee in keeping, performing or observing any of the covenants and agreements herein contained and such default shall remain so for a period of sixty (60) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at the Lessor's election, either in law or equity seek specific performance of this Agreement or may declare said term and Lease forfeited and ended and re-enter said demised Premises to repossess and enjoy the same as in their first estate, and the effect of such default shall in itself, at the election of Lessor, without further notice or demand constitute a forfeiture and termination of this Lease. If the Lessee shall fail to surrender possession of the demised Premises to Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said Premises. If Lessee shall abandon or vacate said Premises, or if this lease be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said Premises from Lessee, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the Premises in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the Premises. In the event of notification of default by Lessor to Lessee and Lessee does in fact incur such default, then and in that event Lessee shall pay, in addition to all arrearage existing under the notice of default, the reasonable attorney's fees incurred by Lessor in determination of the default and the notification to the defaulting Lessee.

**10. Assignments and Subleases.**

This Agreement, in whole or any part thereof, may not be assigned, transferred, or subleased by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. No permitted assignment or sublease releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement. Any permitted sublease or assignment must comply with all terms and conditions of this Agreement.

Lessor may, at its option, terminate this agreement upon the assignment, transfer, or sublease, without the Lessor's prior written consent, of all or any part of this Agreement. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.

Lessor may, at its option, terminate this agreement upon any change of the premises use (see paragraph 4) without the Lessor's prior written consent.

Lessor may, at its option, terminate this Agreement in the event \_\_\_\_\_ shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

Lessee Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

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**11. Future Construction by Lessor.**

The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor.

**12. Future Improvements by Lessee.**

The installation and maintenance of any future improvements to the Premises by Lessee shall first be agreed upon in an amendment or modification to this Agreement.

**13. Hazardous Substances.**

Lessee shall not engage, and shall not permit others to engage in an operation on the premises that involves the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of any "hazardous substances" without the prior written consent of Lessor, which may be withheld or granted at Lessor's sole discretion. As used herein, the term "hazardous substance" means any hazardous or toxic substance, material, or waste which is, or becomes regulated by any federal, state, county, or local governmental agency. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

**14. Compliance With Law.**

Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

**15. Utilities.**

Lessor shall make available to the leased premises domestic water, sewer, gas, power and telephone lines. Lessee shall pay for the initial hook up fees and all monthly fees for such utilities. Lessee is responsible for garbage collection used in or about said premises at Lessee's own cost and expense. Lessee shall pay for any initial hook up fees and shall pay any assessment fees levied for such irrigation water.

**16. Taxes and Assessments.**

During the total period of this Agreement, Lessor shall pay all real estate taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof; and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property, promptly, as the same become due.

**17. Fire Hazards.**

The Lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations.

**18. Labor Contracts and Employees.**

The parties hereto expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

**19. Right of Inspection.**

Lessor shall have the right to enter the demised Premises at any reasonable time to examine the same and to determine the state of repair or alterations which shall or may be necessary for the safety and preservation of the Premises.

Lessee Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

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**20. Waste Prohibited.**

Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

**21. Liability.**

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee. This paragraph 21 does not cover intentional acts by Lessor or its employees.

**22. Liability Insurance.**

Lessee shall maintain a comprehensive liability insurance policy covering the above demised Premises during the term of this Lease with a responsible insurance company, all at the sole expense of Lessee, in the names and for the benefit of Lessee and Lessor for at least the sum of \$500,000.00 single limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Lease or any extension thereof but only when construction commences. The liability insurance amount shall be increased in the event the Idaho legislature increases the liability limits of governmental liability to any such increased amounts.

Said insurance shall be with an insurance carrier, or carriers, satisfactory to Lessor, and shall not be subject to cancellation except after at least ten (10) days prior written notice to Lessor. If Lessee fails to comply with this requirement, Lessor may obtain such insurance and keep the same in force and effect, and Lessee shall pay Lessor upon request the premium cost thereof for the term of this Agreement then un-expired.

**23. Attorney's Fees.**

In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

**24. Notices.**

All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at address listed immediately below, or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

**Lessor**  
Nampa Municipal Airport  
c/o Airport Director  
116 Municipal Drive  
Nampa, ID 83687

**Lessee**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**25. Maintenance.**

Lessee shall have sole responsibility for maintenance of the leased Premises and any improvements and/or structures during the total period of this Agreement. Maintenance shall specifically include landscaping and required maintenance (i.e. crack sealing and resurfacing) of the asphalt area as needed, but at least once every five (5) years. Lessee shall maintain all surfaces not covered by asphalt or concrete in a weed free condition and restrict parking from said area unless the area has been excavated to the proper subgrade and backfilled with an amount of gravel as specified by the Lessor.

Lessee Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

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**26. Civil Rights Provisions.**

The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, 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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon. and hold the same as if said Lease had never been made or issued.

**27. Amendments and Modification.**

This Agreement may be amended and/or modified only by a written instrument signed, dated, and notarized by both Lessor and Lessee.

**28. Binding Effect.**

The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

**29. Special Provisions.**

The use and occupancy of the land shall be subject to the following special provisions:

**A list of all aircraft will be provided to the Airport Director’s office and kept current at all times. The list will include names, addresses, phone numbers, aircraft make/model, and aircraft registration numbers.**

**Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a \$100 fee for administrative expenses related to the development, review, and approval of the Amendment.**

**30. Recording.**

The parties hereto agree that they will not record a copy of this Agreement, Lessee's occupancy of said Premises being notice of Lessee's interest therein, provided however, that a memorandum of lease may be recorded.

**In Witness Whereof**

The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

**Lessor:**

The City of Nampa, an Idaho Municipal Corporation

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Airport Director

**Lessee:**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Lessee Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_



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Exhibit A

INSERT DRAWING

Airport Lot # \_\_\_\_\_: \_\_\_' wide x \_\_\_' deep = \_\_\_\_\_ square foot at \$0.193 per square foot  
= \$\_\_\_\_\_ per year.

Year \_\_\_\_\_ Partial payment = \_\_\_ months at \$\_\_\_\_\_ per month = \$\_\_\_\_\_.

Acknowledgement: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
**Colleen Hartnett, Airport Director**

Lessee Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

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ATTACH LEGAL DESCRIPTION

Lessee Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_