



Final Assembly Building Rental Agreement

An agreement made this ____ day of _____, 20____

Between **EAA Chapter 63** Winnipeg Area Chapter, hereinafter called the Lessor,
and _____, hereinafter called the Lessee.

Lessee's address: _____

Lessee's phone number(s): _____

In consideration of the payment of the sum of \$250 per month from April to September or \$175 per month from October to March or as decided by EAA Chapter 63 Exec with 30 days' notice of any increase, payable on the first day of each term, Lessor agrees to provide space within the EAA Chapter 63 (Hangar 24A) at Lyncrest Airfield for a specific aircraft more fully described below, subject to the conditions and covenants herein contained. Lessee agrees that the facilities are to be used solely for the storage, construction, assembly or maintenance of the below described aircraft.

Aircraft: _____

Registration: _____

Lessee covenants with Lessor as follows:

1. To notify Lessor, in writing, within ten (10) days of any change in the information contained herein.
2. To abide by all rules and regulations established by the Lessor for access, security, safety, work activities, storage of materials, and operation of equipment, tools, and machinery within Hangar 24A. Lessee understands that the rights granted under this lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to other Lessees.
3. Lessee affirms that the above designated aircraft and/or aircraft components is/are owned by the Lessee.
4. The Lessee shall not assign, sublet, or furnish, with or without fee or charge, to any other person any storage privilege or any other right or privilege in or on the Lessee's property without the written consent of the Lessor.
5. Lessee agrees to accept all facilities and grounds on the leased premises on an "as is" basis. Further the Lessor disclaims, and Lessee accepts such disclaimer, any warranty either express or implied of the condition, fitness for use, or suitability for any tools, equipment or devices located within, installed within,

or attached to the Leased premises. Lessee assumes full responsibility to furnish any equipment necessary to support, secure, or protect its aircraft.

6. Lessee agrees to make no alterations or additions to the leased premises without the prior written consent of the Lessor.

7. Lessee accepts and recognizes that it or its agents are responsible for payment to the Lessor arising out of any damages caused by the Lessee to the Hangar or other aircraft or equipment within the Hangar.

8. Lessee further covenants and agrees that it will not hold the Lessor or any of its agents or members responsible for any loss occasioned by fire, theft, rain, flood, windstorm, hail, or from any other cause, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, airplane components, personal property, or raw materials that may be located or stored in the Hangar.

9. Lessee agrees that the aircraft, with its contents and unattached components, and all tools, equipment, and other personal property are to be stored in the hangar at the Lessee's risk.

10. Lessee agrees to indemnify, defend, and save Lessor, its agents, officers, representatives, and members harmless from any and all liability or loss resulting from claims or legal action arising directly or indirectly out of the activities of the Lessee, its agents, servants, guests, or business visitors under this Agreement or by reason of any act or omission to act by any such person.

11. In the event of any misrepresentation or default of the aforementioned representations by Lessee, Lessor shall have the right to ground the aircraft and to padlock the hangar and aircraft of Lessee.

12. Lessee hereby gives and grants to Lessor a lien upon, and hereby hypothecates to Lessor, all aircraft, tools, equipment, raw material and personal property of every kind and description now or hereafter placed or stored in the hanger by Lessor; and agrees that in the event of any failure on the part of Lessee to comply with each and every one of these covenants and obligations hereof, in the event of any default continuing for thirty (30) days or more of any specified rent, Lessor may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due, or damages sustained by Lessor, without prejudice to further claims thereafter under the terms thereof.

13. Lessor shall have the right to terminate this Agreement at any time on delivery of verbal notice to the Lessee or written notice to the Lessee at his last known address and upon refunding to Lessee of a pro rata amount of the charges heretofore provided for the unexpired portion of the month following the date of such termination; and upon such termination lessee shall immediately remove said aircraft from Lessor's hangar. Such notice of termination shall include, but shall not be limited to, action or inaction by the Lessee in violation of this Agreement of the Hangar rules and Regulations, or Lessee's failure to pay rent in a timely manner.

14. Lessor shall have the right to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the Hangar. Such repairs, additions, or alterations may require the Lessor to temporarily relocate the Lessee's aircraft, aircraft components, tools, equipment, raw material or other personal possessions within the hangar or to an area outside the hangar.

HOUSE RULES

- 1) All bookings and all payments of lease space must be arranged with Facility Manager.
- 2) Tenants and member users will use wise heat and light management practices at all times.
- 3) All fuel containers entering the facility must be in APPROVED CONTAINERS ONLY. (metal cabinets provided for storage).
- 4) All paints and fabric dope, miscellaneous flammable products, etc. to be stored in metal cabinets provided.
- 5) Shop tidiness is expected at all times from all renters - rubbish removal from site in a timely manner.
- 6) All tools, equipment available to members must be booked by and returned to Facility Manager. Loss or damage to tools or equipment is the responsibility of user. Contact Facility Manager for details of tool use policies.
- 7) All donations / gifts/ abandoned equipment, etc. must be approved by Facility Manager.

Management reserves the right to inspection of premises and enforcement of policies at any time.

By signing this document, I acknowledge that I have read this entire contract and agree to comply with the terms therein.

Signed:

Lessee _____ Date _____

Lessor _____ Date _____