

## ORANGE COUNTY AIRPORT T-HANGAR RENTAL AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Orange County Board of Supervisors, hereinafter called COUNTY and \_\_\_\_\_, hereinafter called RENTER.

### WITNESSETH THAT:

1. COUNTY hereby rents to the RENTER, the T-Hangar Space # \_\_\_\_\_. This T-Hangar space is located at the Orange County Airport (OMH) and is for the storage of RENTER's aircraft identified as N \_\_\_\_\_ and for no other purpose, to commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for a monthly rental of \$175.00 payable in advance to the COUNTY. The RENTER may not sublease this space or assign to transfer this agreement to another party. This agreement shall automatically renew on a monthly basis unless either party gives the other party written notice of their intention to terminate the agreement, which notice shall be given at least thirty (30) days before the end of the term.
2. Payment of rent shall be due on/or before the first day of each month without notice to RENTER and shall be paid at the OMH office or by mail to the Orange County Airport, PO Box 111, Orange, Virginia, 22960. Checks shall be made payable to "Treasurer, County of Orange." If rent is not received by the end of the last day each month, the COUNTY shall have the right to remove the aircraft from the hangar and terminate this agreement without further notice. RENTER agrees to surrender possession of the T-Hangar to the original condition, ordinary wear and tear excepted.
3. RENTER agrees not to use, nor permit the use of, this space for any purpose other than storage of the above described aircraft unless written authorization is received from the COUNTY. Further, the aircraft must be an operating aircraft and not an aircraft stored for future restoration, parts, or any other purpose.
4. All fixture, improvements and additions made in or upon the T-Hangar by the RENTER may only be made with the prior, written permission of the COUNTY. At the termination of the Agreement, at the sole option of the COUNTY, such improvements or modifications shall be removed where practical so long as such removal does not harm the structural or aesthetic appearance of the T-Hangar, or shall become property of the COUNTY.
5. The undersigned hereby agrees that the COUNTY shall not be liable for any loss arising out of damage to or destruction of the aircraft from any cause, while in the T-Hangar, except such loss as may be recoverable under the standard hangar keeper's liability insurance as maintained by the COUNTY. It is understood and agreed that this provision in no way obligates the COUNTY to acquire or maintain standard hangar keeper's liability insurance.
6. RENTER accepts the T-Hangar in its present condition. The COUNTY shall not be responsible for removal of any pests, including but not limited to mice, birds, snakes, insects or other animals.
7. RENTER shall follow the necessary administrative, operational, and safety regulations and standards for the management, government, and use of OMH as stated in the **Orange County Airport Rules, Regulations, and Minimum Standards**, dated March, 2009 as amended, including any amendments or revisions thereto.
8. No verbal statement or agreement made by either party hereto before or after execution of the Agreement shall bind party hereto.

9. This Agreement is agreed to be construed under the laws of the Commonwealth of Virginia and is binding upon the heirs, successors, and assigns of the parties hereto.
10. RENTER agrees that the violation by the RENTER of any of the foregoing provisions shall be a material breach of this Agreement, and shall entitle the COUNTY to possession of the T-Hangar space if the violation has not been corrected within fifteen (15) calendar days after the issuance of written notice of the violation. Written notice of the violation is agreed to commence on the date on which the written notice is mailed by certified mail, to the following address:

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RENTER further agrees that upon failure to correct the violation within fifteen (15) calendar days, the COUNTY may, at the COUNTY'S sole option, remove all the contents of the T-Hangar space and shall have no duty to the RENTER to safeguard the contents.

**THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED, THIS DAY AND THE FIRST WRITTEN ABOVE.**

By the County

By the Renter

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Typed or Printed Name & Title

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Typed or Printed Name

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Date

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Date

Approved September 24, 2020