

This LEASE AGREEMENT

MADE:

BETWEEN **The Canterbury Recreational Aircraft Club Incorporated**
PO Box 440, Rangiora 7440, New Zealand (hereinafter referred to as the Lessor)

AND _____

ADDRESS _____

(hereinafter referred to as the Lessee)

THE LESSOR agrees to grant and the **LESSEE** agrees to take a lease of a portion of space in a hangar owned or operated by the Lessor hereto upon the following conditions. That is to say:

- **THE LEASE** shall be (complete one):
 - For a term of one calendar month *or part thereof* commencing on the first day of each month at a cost prescribed by the Lessor from time to time, including GST per month to be paid in advance on the first day of each month. Occupation for less than one month will be charged at a minimum of a weekly rate at one fourth of the full monthly rate. Hereinafter leases under this term shall be referred to as “month-to-month”
- **RENEWAL** of this lease shall be in accordance with the following terms:
 - A month-to-month lease shall automatically renew on the 1st day of each month for the term of that calendar month until the lease is terminated in accordance with those conditions of this agreement which describe means for termination.
- **PERMITTED USE:**
 - Hangar space for aircraft classified as a microlight and which are kept in a current registered status **in the name of the lessee** which are *specifically* permitted by the Lessor in a hangar owned or operated by the Lessor. The specific hangar to be assigned by the Lessor at the commencement of this lease and which may be reassigned temporarily or permanently at any time by the Lessor as may be required for operational reasons.
 - Storage and use of the aircraft is to be in accordance with the Waimakariri District Council lease conditions placed on all leaseholders on the airfield.
 - **Relinquishing the hangar space for any reason will require the space to be returned to CRAC who will then re-allocate the space to another member.**

- **LESSEE RESPONSIBILITY:**

The Lessee must at all times remain a financial member of the Canterbury Recreational Aircraft Club Incorporated and follow all the published Rules of this organisation, including the “Aims of Club Hangar” document dated September 2018

- The Lessee must at all times keep the Lessor informed regards their current postal address and contact number of Lessee.
 - The Lessee will keep the hangar doors closed and locked and turn the lights off when not actually inside the hangar
 - The Lessee must take all due care in use of the hangar, by but not limited to;
 - taking care when moving aircraft that no aircraft comes into contact with another or in contact with any other structure in such a manner as to cause damage; and
 - taking care to return to the hangar in a careful and orderly fashion all aircraft which were necessary to move in order to access the Lessee's aircraft - as soon as Lessee's aircraft has been extracted; and
 - taking care to be courteous to other Lessees in the same hangar by not obstructing their use and enjoyment of the hangar; and
 - reporting to the Lessor as soon as possible any and all matters which require attention: and
 - not refuelling aircraft in the hangar or storing additional fuel in excess of that normally carried in the aircraft fuel tanks in the hangar: and
 - No activities involving sparks, welding, flame, painting, running up engines or any other potentially hazardous operations will occur inside a club hangar at any time, under any circumstances.
 - Not subletting or otherwise contracting with any other person for the use of the space specifically allocated to the Lessee, and
 - Ensuring their aircraft can be easily moved and kept unlocked and brakes off, and
 - not storing personal goods not related to aircraft servicing and maintenance, and
 - abiding by fair use of hangar space by not exceeding 4.5 lineal meters of wall space for storage of aircraft equipment used for their servicing and maintenance.
- **LIABILITY WAIVER:**
 - Lessee does hereby voluntarily assume all risk of accident or damage to his property and hereby releases Lessor and officers, from every claim, liability or demand of any kind for or on account of any personal

injury or damage of any kind sustained by Lessee.

- Lessee agrees to indemnify and hold Lessor harmless from and against any liability of whatever nature including claims, losses and damage to which Lessor may be subjected by reason of any negligence of Lessee or his successors and assigns causing damage to persons or property or both in connection with Lessee's use of the hangar.
- Lessee places their aircraft-in the club hangar at their own risk. The club is not responsible for what happens inside its hangars.
- Lessee is required to have -their own plane insurance. The club recommends that the Lessee insures their plane before putting it in the hangar. Insurance of the Lessee's ~~your own~~ property is their own responsibility

Lessee agrees to hold a minimum of \$1,000,000 Third Party Insurance over their Aircraft that can be used in the event of any damage to the Hangar or other Aircraft occupants.

- **PAYMENT** for this lease shall be by **AUTOMATIC BANK PAYMENT** on the first day of each month to the bank account of the Lessor. Each and every payment will be annotated with the Surname and first initials of the Lessee, the registration of the aircraft, and the "HANGAR".
- **REVIEW** of the monthly price and payment required for a month-to-month lease may be conducted by the Lessor at any time and the price adjusted by giving 1 month written notice to the Lessee.
- **FAILURE** to meet any of the obligations of this lease by Lessee may result in immediate termination of the lease by Lessor and the immediate removal of the aircraft by Lessor, any damage resulting from such removal shall be the sole responsibility of the Lessee.
- **CANCELLATION BY LESSEE:** This lease may not be cancelled by the LESSEE until the completion of the Lease term. That is, in the case of a prepaid lease the Lessee may not cancel until the pre-paid term is complete, except where specific agreement is reached and made in writing with Lessor to permit early cancellation. In the case of a month-to-month lease the Lessee may elect to not renew the lease for a subsequent month term.

In all cases of cancellation, notice must be sent to the postal address of Lessor by electronic means or post within 7 days of removing the Aircraft from the Hangar. Failure to provide notification will result in continuation of the Lease and required payments.

CANCELLATION BY LESSOR: This lease may be cancelled by the LESSOR by way of 1 month notice.

DATED this _____ day of _____ Year _____

Signed for the **LESSOR**.

PRINT Name:

Position :

Signed by the **LESSEE:**

PRINT Name:

