

SCHAUMBURG REGIONAL AIRPORT HANGAR LICENSE AGREEMENT

Licensor:

Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193-1899
(Schaumburg Regional Airport)

Licensee / Guarantor:

Name: _____
Address: _____

Phone: _____ Cell: _____
Email: _____

Partnerships and Corporations: A personal Guarantor must be listed on behalf of the Licensee. If the aircraft is in a partnership or corporation, one person must be listed as the Licensee as a Guarantor of this license agreement.

Aircraft Information:

Aircraft Manufacturer: _____ N#: _____
Aircraft Model: _____ Aircraft Color: _____
Category (Airplane, Rotorcraft...): _____
Class (Single Engine Land, Twin Engine...): _____

Registered Owner: *If different from Licensee (Corporate name, Partnership Name...)*

Name: _____
Address: _____

Phone: _____ Cell: _____
Email: _____

Hangar Number: _____

Emergency Contact:

Name: _____
Address: _____

Phone: _____ Cell: _____
Email: _____

- 1) **Term:** The use of the premises described on Page 1 of this agreement (the “Licensed Premises”) is for one month from the effective date of this License Agreement. This Agreement may be renewed by the parties for additional one month terms upon payment of the license fees, continued compliance with all the rules and regulations of the Licensor, and acceptance of payment by the Licensor.
- 2) **License Fees:**
 - a) Deposit: \$ _____ equal to one month’s license fee.
 - b) Monthly Fee \$ _____ due on the first day of each month in advance.
 - c) Increases: Licensor may raise the license fee with no less than one month’s notice to the Licensee in writing.
 - d) Deposit Return: Within sixty (60) days of the termination of the license agreement the deposit will be returned minus any amount owed for damage or any other amounts owed to the Licensor.
- 3) **Charges and Late Fees**
 - a) The acceptance of the license fee by the Licensor after it is due, whether on one or more occasions, shall not be a waiver of the Licensor’s rights under this agreement.
 - b) Any balance remaining unpaid on the Licensee’s account will be assessed a late fee in accordance with the Schaumburg Municipal Code, Chapter 35.16 Late Penalty; Administration Fees.
 - c) Any payment returned due to non-sufficient funds (NSF Fee) will be charged an additional fee in accordance with the Schaumburg Municipal Code, Chapter 41.01 Village Fees.
 - d) Licensee agrees to pay, in addition to the rent provided for herein, all personal property taxes and any other taxes which Licensee may be required by law to pay.
 - e) Licensee shall pay and discharge all costs, expenses and attorney’s fees which shall be incurred and expended by Licensor in enforcing this agreement, including any action to collect license fees.
- 4) **Assignment**

Licensee shall not, in whole or in part, assign, or permit to any other person or party the use of the Licensed Premises under the terms of this license agreement. This License Agreement shall be an exclusive license for Licensee to use the Licensed Premises.
- 5) **Use of Licensed Premises**
 - a) Use of the Licensed Premises only permits the Licensee to use the premises under the terms and conditions of this agreement and does not surrender control of the Licensed Premises to the Licensee.
 - b) Aircraft storage is the primary purpose and use of the Licensed Premises. Any other items stored in or on the Licensed Premises in addition to the aircraft must be done in a manner that prevents a hazard and does not impede access in or out of the Licensed Premises.

- c) Licensee must have ownership of an aircraft, in part or in whole, and store it in the hangar. If at any time the Licensee does not have ownership of an aircraft to store in the hangar, he shall contact the Licensor in writing and request the license continue for up to three months, while he attempts to obtain ownership of an aircraft. In the event no aircraft as required under this agreement is stored in the hangar for 3 months, the license agreement will terminate on the last day of the third month and shall not be renewed. Licensee may request a waiver of the aircraft storage requirement in the event the aircraft is undergoing extensive repairs at another location. This request must be in writing and submitted to the Director of Transportation who may approve or deny the request in writing. In the event approval is granted, payment of all fees and compliance with all other requirements remain.
- d) No items that pose a hazard or fire risk as described in the ordinances of the Village of Schaumburg, Federal and State of Illinois Environmental Protection Agencies, or the National Fire Protection Association may be stored in or on the Licensed Premises.
- e) In accordance with Village of Schaumburg Ordinance Title 15 extension cords may only be used for the temporary use of equipment in the Licensed Premises and must be left unplugged at any time when the hangar is unattended.
- f) Other than owner-performed preventive maintenance as described in the Federal Aviation Administration Regulation Part 43 Appendix A (14 CFR 43), all aircraft maintenance is strictly prohibited on the Licensed Premises. All preventive maintenance performed by owner must be done in a manner that is not unsafe, unsightly or interfering with other's use of the airport facility.
- g) Maintenance on any motor vehicle is strictly prohibited on the Licensed Premises.
- h) Use of doors and lights must be operated per the manufacturers operating instructions.
- i) Partnerships and Flying Clubs agree to provide the Licensor with an up-to-date list of the names of all members and partners at the beginning of the agreement and at any time there are changes.

6) Rules and Regulations

- a) Licensee hereby acknowledges receipt of a copy of this Agreement and an understanding of the rules and regulations applicable to Licensor's airport; said rules and regulations are specifically incorporated hereby by such reference as though fully set forth herein. The Airport Rules and Regulations and Noise Abatement Procedures are available for review and download on the Village of Schaumburg's Website.
- b) Licensee assumes sole responsibility and liability regarding the use of the Licensed Premises and will cooperate with the Licensor in maintaining that space in compliance with any state or federal law or other governing agency's rules and regulations.
- c) Licensee agrees to abide by all statutes, laws, ordinances, rules and regulations of the Federal Aviation Administration, State of Illinois, Village of Schaumburg, the governing body of the Schaumburg Regional Airport and of all other duly constituted public authorities having jurisdiction; and specifically including, but not limited to the Licensor's Rules and Regulations for the Schaumburg Regional Airport.

- d) Licensee acknowledges that the use of the Licensed Premises is for personal use, or for a use where use of the aircraft is incidental to the business, and not used as a business itself. Licensee acknowledges that to operate as a business the standards to do so are listed in the airport's Minimum Standards for Operating a Business at the Schaumburg Regional Airport.
- e) Licensee acknowledges that any changes to the Rules and Regulations of the Schaumburg Regional Airport, and any laws or ordinances contradictory to this agreement shall take precedence.

7) Maintenance of the Licensed Premises

- a) The Licensee is solely responsible for maintaining the conditions of anything used to secure the aircraft on the Licensed Premises.
- b) Licensee accepts and recognizes that it or its agents are solely responsible for setting parking brakes, placing chocks and tying down and checking of their own aircraft or aircraft owned by others and located on the Licensed Premises.
- c) Licensee is responsible for repairing to its original condition any damage to a structural or accessory component to the Licensed Premises caused by the negligence of the Licensee or by the Licensee's actions.
- d) The Licensor shall repair any structural, mechanical or electrical component of the Licensed Premises that is in need of repair for functional purposes due to normal wear and tear or defect that is not caused as a result of negligence of the Licensee. Items that are not the responsibility of the Licensor include anything that has been installed or replaced by the Licensee. The Licensor will adjust the monthly license fee if the space is rendered unfit for the purpose it was licensed for more than 15 days.
- e) Licensee agrees to and does hereby accept all facilities on the premises on an "as is" basis; further, Licensor hereby disclaims, and Licensee accepts such disclaimer, any warranty, either express or implied, as to the condition, use, or fitness of the rings, ropes or chains used to secure airplanes located on the Licensed Premises.
- f) Any decorations to the exterior of the Licensed Premises must be approved by the Licensor prior to application. Any decoration that is offensive, or can be construed as being political is strictly prohibited.

8) Agreement Termination, Licensor and Licensee Rights

- a) Upon the occurrence of a default of any of the terms or conditions of this License Agreement, Licensor may terminate this agreement and take any further action it is entitled to take under State or Federal Law.
- b) Upon the occurrence of a default of any of the terms or conditions of this License Agreement, Licensor shall have the right to terminate this agreement at any time with cause on delivery of written notice to the Licensee at his last known address and upon refunding to the Licensee a pro rata amount of the storage charges provided for the unexpired portion of the month following the date of such termination; and upon such termination, Licensee shall immediately remove any airplanes from Licensed Premises without the receipt of any other notice or demand for possession.

- c) Upon termination of this agreement, if the Licensee has not removed the aircraft and all property from the Licensed Premises, the Licensee will be charged a storage fee equal to two months' rent prorated per day.
- d) Licensors shall have the right to enter said premises at any time for inspection and when practicable will give reasonable notice to Licensee, when making repairs, additions or alterations, or moving or removing any contents, including aircraft, as may be necessary for the safety, improvement, or preservation of the Licensed Premises.
- e) Licensee shall provide one month's notice to terminate the agreement prior to vacating the Licensed Premises, and shall be liable for payment of another month's fee if no notice is provided to Licensors and Licensors are unable to secure another party to execute a license agreement for the Licensed Premises.

9) Insurance and Liability

- a) The Village of Schaumburg requires that the Licensee maintain an aircraft insurance policy with a minimum of \$1 million in general liability insurance coverage.
- b) Insurance coverage must name as Additional Insured: (i) The Village of Schaumburg; (ii) The Schaumburg Park District; (iii) Schaumburg Regional Airport Advisory Commission; iv) Officers, Agents and Employees.
- c) Licensors should not be liable for damages to Licensee or to any person claiming through Licensee, as its agents, guests, invitees etc. for damages to or loss of property or for any injury occurring on or about the Licensed Premises, except for the Licensors' gross negligence, willful or wanton conduct, all claims for such injury hereby being waived by Licensee.
- d) Licensee agrees to and shall indemnify, defend and save harmless Licensors 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 attorney's 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 only to the extent arising directly or indirectly out of the intentional misconduct, or negligence of the Licensee, its agents, servants, guests or business visitors and invitees under this agreement or by reason of any negligent act or commission of any such persons, firms, partnerships, corporations or other entities.

10) Update of Information Requests

- a) The Licensee is responsible for providing any changes to information in the agreement regarding names, phone numbers, mailing addresses, insurance or aircraft information.
- b) At any time the Licensors may request in writing for an update of the information described in 10(a). Failure to provide to the Licensors within sixty (60) days the updated information or a written response notifying the Licensors that no changes apply will be grounds for termination of this agreement.

11) Notices, Flying Club Members and Partnership information

- a) Any notice desired or required to be served by either the Licensee or Licensor upon the other may be served by depositing the notice in the United States Certified Mail, Return Receipt requested, in a sealed envelope, postage prepaid, addressed as follows:

Licensee: Name: _____
 Address: _____
 City/State/Zip: _____

Licensor: **Village of Schaumburg**
 Attention: Director of Transportation
 101 Schaumburg Court
 Schaumburg, Illinois 60193

- b) Partners or Flying Club Members

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

12) Entire Agreement; Modifications

- a) This agreement contains the entire agreement between the parties and supersedes all prior agreements, understandings, representations and promises, whether written or oral. No changes may be made to this Agreement unless in writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 20____.

ATTEST:

VILLAGE OF SCHAUMBURG

Licensor:

Director of Transportation

ATTEST:

Licensee:

Hangar

Acknowledgement of the following Documents:

Licensee's Initials

1. Rules and Regulations for the Schaumburg Regional Airport

(Available on Village of Schaumburg website, www.ci.schaumburg.il.us)

2. Noise Abatement Procedures

3. Auto-Unlatching Door Operating Instruction
