

CITY OF LAGO VISTA
RUSTY ALLEN AIRPORT TIE DOWN LEASE AGREEMENT

STATE OF TEXAS § KNOW ALL BY THESE PRESENTS
COUNTY OF §
TRAVIS §

This lease is entered into between the City of Lago Vista, hereinafter referred to as the "Lessor", owner of the Rusty Allen Airport, hereinafter referred to as "Airport" and _____, a person, corporation, partnership, or sole proprietor), hereinafter referred to as "Lessee", individually a "party" and collectively the "Parties," who covenant and agree as follows:

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land as stated herein;

NOW THEREFORE, in consideration of the terms, considerations, and privileges listed herein, Lessor and Lessee covenant and agree as follows:

SECTION 1. LEASED AREA

Lessor does hereby lease to Lessee one (1) tie down space of land more particularly described as follows: Tie down Space No. _____ as shown on the "Airport Tie Down Area Map" attached hereto and incorporated herein as Exhibit A, hereinafter referred to as the "Land" The Tie Down Space is located on the east side of the airport and designed for a single airplane. Lessee hereby leases said Land from the Lessor subject to the terms, conditions, considerations, and privileges stated herein. Parking in any other areas of the Airport is strictly prohibited. Violators may be subject to citations and fines in accordance with the City's Code of Ordinances.

SECTION 2. TERM

This lease shall be for the term of months, not to exceed twelve (12) months. The lease term shall begin on the Effective Date and expires on the September 30, 2026. Thereafter, this lease may be renewed for subsequent one (1) year extensions upon written notice by lessee to lessor not less than sixty (60) days prior to the expiration of the current lease term and upon mutual and written agreement by the parties.

SECTION 3. CONSIDERATION

- A. In consideration for the lease of the Land referenced herein, Lessee hereby agrees to pay the Tie Down Lease Space Fee in accordance with the Fee Schedule in City's Code of Ordinances, Appendix A, Article 9.000. The first month's lease payment shall be made in advance. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto. A pre-payment discount of ten (10) percent shall be applied to the lease amount if all monies owed to the City under this Lease Agreement for the year are paid in full at the time of Execution or renewal.
- B. Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor annually during the fiscal year budget approval process of the Lago Vista City Council. All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Lago Vista, Texas by mail or delivery.
- C. In the event Lessee fails to remit any payments when the same are due, **a late fee of \$10.00** shall be charged by Lessor. In the event Lessee shall become delinquent for more than 31 days, this lease may be terminated by Lessor as further defined in Section 8. - Termination.
- D. The Tie Down Space is exclusively for parking and storage of an aircraft or vehicle as specified in Section 4.B. of this Agreement. Lessee agrees that they will at all times keep the premises of the Land clean and free of trash, litter, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and recommendations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the City of Lago Vista, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Should Lessee fail to keep the leased Land clean and free of hazards, Lessor may, after 7 days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- E. Taxes, Fees, Insurance, and Bond - Lessee shall be liable for all taxes and fees owed on or by their personal business or their self. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide their insurance coverage for any personal property located in or on the Land and is required herein to provide the Lessor proof of insurance in accordance with Section 7. Insurance.

SECTION 4. PERMITTED USE

- A. Lessee agrees that the leased Land may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- B. Lessee may park their and/or their passenger's privately-owned automobile(s) on the premises, but only while on a flight which originated at the Airport. All vehicles parked temporarily in a Tie Down Space shall not impede the movement of other aircraft on Airport property.

SECTION 5. RESTRICTED USE

- A. Lessee agrees that the usage of the Land plus any associated apron shall be limited to the parking/sheltering of their personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land except in approved automobile parking areas and as agreed upon by Lessor. Except as specified in Subsection 4.B. of this Agreement, parking and storage of personal automobiles requires a Vehicle Parking Agreement executed by the parties.
- B. Lessee agrees that they will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other business at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate Agreement with Lessor.
- C. Lessee agrees that they will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals in/on the Land. Lessee agrees not to fuel or defuel any aircraft parked at their designated Tie Down Space.
- D. Lessee agrees to have a fire extinguisher of acceptable size and type as required by the Federal Aviation Administration (FAA) and as determined by the local fire marshal inside their aircraft. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- E. Lessee agrees not to make any additions or modifications to the Land unless agreed upon by the Parties in writing. In event of such consent, all improvements or modifications shall be made at the expense of Lessee, and, at the expiration of this Lease and any extensions to this lease, shall become the property of the Lessor.
- F. Lessee agrees that they will not operate any nonaviation related business or activity on/in the Land without the express written consent of Lessor. Any such nonaviation related business or activity must be so established by a separate contract.

SECTION 6. SUBLEASE, ASSIGNMENT, OR SALE

Lessee shall not sublease, assign, sell, or transfer this Agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, for the Lessor to immediately terminate this Agreement.

SECTION 7. INSURANCE

The Lessee shall maintain insurance in the following amounts:

General Liability Insurance	\$500,000 per claim or occurrence	\$1,000,000 for all claims arising out of a single transaction or per occurrence
Property Damage Insurance	\$250,000 per occurrence	

Lessee also agrees to furnish comprehensive general liability coverage providing bodily injury, personal injury, property damages including products liability and complete operation coverage against any and all claims and losses arising out of any use of Land.

Lessee shall provide the Lessor with certificates evidencing such insurance coverage and the Lessor shall be listed as an additional insured. Such certificate shall provide to the Lessor with thirty (30) days advance notice of any cancellation, material change, reduction of coverage, or nonrenewal. The Lessor shall be provided with a copy of the appropriate riders evidencing that the Lessor is included as an additional insured to the above required policies.

SECTION 8. TERMINATION

This Agreement may be terminated by Lessor with thirty (30) days written notice if Lessee fails to abide by the terms and conditions expressed herein. Should Lessee be declared bankrupt, incompetent, or deceased, this Agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event Lessee fails to make timely payments of all fees due and owing to Lessor, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for 60 consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this Agreement and retake possession of any Airport property leased to or under the control of Lessee and be entitled to all remedies at Law or Equity.

A. Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including in such instance that the continued leasing of the Land

would have a negative impact on any proposed development or improvements at the Airport. The Lessor reserves the right to terminate Agreement to allow for such expansion, development or improvement. This Agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.

- B. This Agreement may be terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this Agreement.
- C. At the termination of this Agreement, either by normal expiration, termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

SECTION 9. INDEMNITY

LESSEE AGREES, TO -THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS ARISING FROM OR BASED UPON INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS ON THE PART OF LESSOR, ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, INVITEES, CONTRACTORS OR SUBCONTRACTORS WHICH MAY ARISE OUT OF OR RESULT FROM THE LESSEE'S OCCUPANCY OR USE OF THE FACILITIES AND CITY-OWNED PROPERTY AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT. THIS INDEMNITY PROVISION SHALL APPLY REGARDLESS OF THE NATURE OF THE INJURY OR HARM ALLEGED, WHETHER FOR INJURY OR DEATH TO PERSONS OR DAMAGE TO PROPERTY, OR WHETHER SUCH CLAIMS ARE ALLEGED AS COMMON LAW, STATUTORY OR CONSTITUTIONAL CLAIMS, OR OTHERWISE. THIS INDEMNITY PROVISION SHALL APPLY WHETHER THE BASIS FOR CLAIMS, SUIT, DEMAND AND/OR ACTION MAY BE ATTRIBUTABLE IN WHOLE OR IN PART TO THE LESSOR OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, INVITEES, CONTRACTORS OR SUBCONTRACTORS, OR TO ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM.

SECTION 10. MAINTENANCE OF LANDING AREA

Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this lease to continue operating the Airport as an airport and may close the Airport at any time and at its own discretion. Such closure shall immediately void this Agreement and no damages or monies, or other compensation will be owed to the Lessee by Lessor.

SECTION 11. NOTICES.

Any notice required or desired to be given under this Agreement shall be in writing with copies directed as indicated and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two (72) hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other part in accordance with the provisions of this section.

FOR LESSOR

City of Lago Vista
Att: City Manager
5803 Thunderbird
Lago Vista, TX 78645
512-267-1155

FOR LESSEE

Name:
Title:
Address:
City, State, Zip:
Email Address:
Phone Number:

SECTION 12. MISCELLANEOUS

- A. ENTIRE AGREEMENT. Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of agreement

between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

- B. **CAPTIONS AND HEADINGS.** The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
- C. **GOVERNMENTAL IMMUNITY.** Nothing in this agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or its employees, nor to create any legal rights or claims on behalf of any third party. Neither the City, nor its employees waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
- D. **AMENDMENTS AND CHANGES.** No alteration, addition, or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto, executed by both the Parties.
- E. **WAIVERS.** No waiver of any provision hereof shall be implied from the conduct of the parties. Failure of the City to enforce any and all violations of ordinances or this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach or the same or a different provision or ordinance. Any such waiver must be in writing and must be signed by the party against which such waiver is sought to be enforced. The consent by the City to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.
- F. **TEXAS LAW GOVERNS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Travis County, Texas.
- G. **TRANSFERABILITY OF AGREEMENT.** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Lessee without express written consent of the Lessor.
- H. **SEVERABILITY.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.
- I. **THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the City nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party.
- J. **EFFECTIVE DATE.** This Contract shall be effective upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date herein first written.

LESSOR - CITY OF LAGO VISTA

By: _____
Charles West, City Manager

Date: _____

ATTEST:

City Secretary

LESSEE: _____

By: _____
Printed Name: _____
Title: _____
Date: _____
Aircraft Make and Model _____

Insurance Agent (attach Certificate of Insurance)

Aircraft Tail Identification Number

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, the _____ of _____.

Rusty Allen Airport Tie Down Lease Space No.

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Aircraft Tail Number: