

# Union County Airport (KMRT)

## T-Hangar Rules & Regulations (Updated Nov 2022)

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T-Hangar and other aircraft storage facilities have been developed by the Union County Airport UCAA (UCAA) for the purpose of promoting the long-term viability of the airport. They are a significant resource to the UCAA's ability to maintain the facilities and safe operations of the airport. These facilities have generally been developed through the utilization of long-term financing, typically governmental bonds. As such, the accurate and efficient collection of rents is essential in meeting the UCAA's obligations.

The UCAA has therefore adopted the following rules, regulations, and practices.

1. The hangar facilities are for the purpose of safe and secure parking of aircraft. The parking and or storage of additional items in these facilities must be substantially related to the operation of the stored aircraft.
2. All aircraft and any other items in storage or parked in rented or leased facilities must be in the name of the lessee, (multiple aircraft, owned by different or multiple owners must have each owner sign the lease, and they are jointly and severally responsible to live up to all of the requirements of the lease or rental).
3. Aircraft utilizing these facilities must be insured against loss.
4. leases shall be of a twelve-month duration. The UCAA will not provide monthly invoices, The UCAA may under certain circumstances enter into month-to-month rental agreements under separate terms and conditions.
5. All deposits (if applicable), leases and monthly rental payments are due in advance of the month for which the aircraft is to be hangared or parked.
6. Payments under either a lease agreement or a month-to-month rental, which is not received by the 10<sup>th</sup> of the month for which it is due will be assessed a late fee of \$25.00. leases, in which payment has not been received by the last day of the month, shall be considered in default of the lease terms and subject to the Default Termination provisions provided in the executed lease agreement. The Airport UCAA, at their discretion, will require a newly executed monthly lease agreement with lessee using monthly rates, terms, and conditions to maintain tenant status.
8. Month-to-month rentals for which payment has not been received by the last day of the month, shall be considered delinquent, and become subject to collection action.
9. Payments are due as specified in the lease. Payments for month-to-month rental are due in advance of the month for which payment is made.

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7. Month-to-month rental rates shall be set at a premium to regular rental rates at a ratio of 1.25 to
8. 1.00 (ie; for units with regular lease rates of \$245, the month to month rental rate shall be \$306.25).
9. Month-to-month rentals which are initiated during the month may be prorated as follows:  
Monthly rates may be prorated daily based on the monthly rental fee for the hangar or tie down space.
  - *Example: Lessee possession to occur on the 10th day of the month at \$250/monthly rate. Lessee will pay remaining days (21) x daily rate of \$8.33 (30-day month) or \$174.93.*
10. New tenants will submit the security deposit and prorated first month fees prior to hangar possession.
11. All month-to-month rentals end on the last day of the month and are not subject to proration.
12. Delinquent payments may result in the tenant being locked out and denied access to the unit until all payments are current and up to date. Forcible entry into any unit will be prosecuted to the fullest extent of the law. The payment and collection matters will be referred to legal counsel for collection. Where a judgment is received the amount of the judgment will be filled as a lien against the property of the owner. Additionally, the contents of the hangar including aircraft may be subject to liquidation. Under certain circumstance and under the advice of council, an aircraft and other property may be removed from hangar storage and placed in other storage pending liquidation.
13. Prospective tenants both lease and month-to-month, shall provide at least two credit references with at least one being their primary banking institution. A security deposit in the amount of the first full months' rent shall be required. Security deposits are applicable to new leasing tenants whose initial lease term commences on or after 1-01-2015. When it is indicated that an aircraft is being moved from a hangar or tie down at another location, the proposed tenant must not have been in default of any storage and or parking fees or rents.
14. All aircraft hangared, stored or tied out must be properly insured and show proof of insurance. All aircraft must be registered with federal and state entities as required by law or regulation.
15. Use of electrical devices and/or equipment connected to Lessor provided power circuit must be approved prior to use. Lessee acknowledges responsible, efficient use of electric supplied to the T- Hangar as part of the execute lease agreement e.g. avoiding extended, unnecessary use of electrical resources. Responsible use of electrical resource provides the UCAA flexibility on maintaining highly competitive lessee rates.

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As adopted by the Union County Airport UCAA 5/12/2015