



**Johannesburg Light Plane Club**

Aircraft Hangar Lease Agreement between the Johannesburg Light Plane Club NPC  
("JLPC")

and

Lessee full name and ID number:

.....  
.....

In respect of initial Hangar number : .....

Contact numbers: .....(c).....(h).....(w)

Email addresses: .. .....(w)

.....(h)

Residential address:.....

.....

.....

.....

Billing Address (if not the same as above, e.g. P O Box .....)

.....

.....

Next of Kin name, relationship, and contact numbers:

.....

.....

.....

Basic description of hangar (delete non-applicable items)

Hangar type:	Ground rental / T-hangar / Square hangar
Size:	72sqm / 88sqm / 98sqm / 120sqm / 145sqm / 225 sqm / over 400sqm
Electricity provided:	Yes / No
Floor covering:	Ground / Stone /Paved / Cement / Smooth concrete / Other
General condition:	Poor / Acceptable / Good / Excellent
Estimated age:	Build year - prior to 1980 / 1990 / 2000 / 2010 / post 2010

Hangar contents: Airworthy aircraft / Non-airworthy aircraft (*please state present condition of aircraft and expected date it will airworthy again*) / Other (*please specify*)

.....  
.....  
.....  
.....  
.....  
.....

Aircraft type : .....

Aircraft Registration:.....

Fuel type used: Mogas / Avgas / Jet A-1

Lease start date: (dd/mm/yyyy) .....

Monthly rental at start of contract (Rands): R ..... (this may be increased by JLPC as provided herein)

Lease termination date (maximum is 24 months): (dd/mm/yyyy)

.....

Grant of lease and payment obligations

- 1) The Lessee undertakes that he/she will pay his/her monthly hangar rental to JLPC and, if a lessee of JLPC, will remain a lessee in good standing during the entire period of the lease. He/she is required to observe and be bound by the Constitution and the Bye-Laws of JLPC and accepts an obligation to act in good faith towards all lessees and lessees of JLPC in the use of all the JLPC's facilities. He/she should be a member of JLPC but may be allowed to lease a hangar, at the discretion of the Committee, while awaiting admission as a member.
- 2) The Lessee consents to the authority of the JLPC Committee and Chairman and shall vacate the hangar within one calendar month if so instructed by the Committee of JLPC.
- 3) The lessee shall inform the Secretary of JLPC in writing of any change in the contact details provided in this form within 14 days of any change. Any Notice served on the Lessee on the email address provided shall be deemed duly delivered within 24 hours of sending.
- 4) The lessee agrees to pay the Hangarage / Ground rental fees / Utility Levies strictly in advance each month. All charges imposed by JLPC in terms of this lease or otherwise due, including as appropriate annual membership fees, special levies and fuel charges (as the case may be) shall become due and payable on presentation of the invoice.
- 5) Where a lessee serves as the principal representative of a syndicate, the lessee signing this contract shall hold full financial liability in terms of this lease on behalf of the other lessees of the syndicate. Any changes in the membership of the syndicate, especially a change to the principal representative, must be communicated to the Secretary within 14 days of the change becoming effective. Access to the airfield by lessees of the syndicate and acceptance of a syndicate as lessee shall be at the sole discretion of the Committee of JLPC and subject to such terms as the Committee might impose.

- 6) The hangar rental fees can change from time to time and shall be determined by the JLPC Committee. Any increase will be announced at least one month in advance, typically, but not necessarily, in December for the following year.
- 7) Hangar rental fees shall be payable in amounts equal to a minimum of one month. No relaxation of the monthly amount shall be applied in the event of the hangar being unoccupied / vacated for a portion thereof. Any variation to this shall be in writing by the Chairman.
- 8) The lessee shall ensure that all pilots operating the aircraft (excluding *bona fide* guests or flying instructors undertaking license renewal tests) shall be lessees or provisional lessees of JLPC in good standing. The lessee shall be responsible for advising any changes in aircraft ownership and authorised use of the aircraft and access to the hangar.
- 9) The lessee, and *bona fide* guests, shall enjoy unimpeded access to the leased hangar and the airfield and all its associated facilities, provided they are accompanied by the lessee. Provided that, if the lessee is for any reason not a lessee of JLPC, or is not a lessee in good standing, the lessee may not use the bar facilities due to licence restrictions.
- 10) The lessee accepts responsibility for all risk to persons or property and all liability arising from the use by the lessee or his/her guests or family lessees of the JLPC airfield, Clubhouse, hangar facilities or accommodation and indemnifies JLPC against any claims that may arise against it arising from such use.
- 11) The allocation of hangars shall be at the sole discretion of the Committee. Hangars shall not be swapped without the prior written consent of the Committee.
- 12) The Johannesburg Light Plane club reserves the right to terminate the occupancy in the event that the lessee is found by the Committee to be in breach of his/her payment obligations, to have breached the Constitution or Bye-Laws of JLPC or engaged in any illegal or violent behaviour on the JLPC airfield. The lessee hereby irrevocably authorises the JLPC Committee to take such action as it deems fit to secure the rights and interests of JLPC in the event that the lessee does not pay any and all amounts due to JLPC timeously and/or refuses to vacate the hangar when instructed to do so. This action may include refusal of access to the airfield and/or hangar, locking of the hangar by JLPC and, following 30 days' notice, removal of the hangar contents to such third party premises as to the JLPC Committee shall seem appropriate at the lessee's cost. If the JLPC Committee deems it appropriate to take formal legal action against the lessee, it shall give the lessee 10 days' notice of its intention and its conditions for refraining from such action. If the lessee does not comply with those conditions to the satisfaction of the Committee, legal action will be taken and all costs shall be paid by the lessee on the scale of attorney and own client.
- 13) The lessee accepts that he/she may on accessing the airfield, clubhouse or any of the hangars be required to show proof of identity to any lessee, Committee lessee / airfield manager, that he/she authorised to do so.

### Hangar Use and Contents

- 14) It is the lessee's duty to identify any persons who appear to be making unauthorised use of the airfield facilities.
- 15) The lessee may not use the hangar for any commercial purpose without the written consent of the JLPC Committee. Undertaking any commercial operations, is deemed a material breach of this lease and shall justify summary termination of the lease.
- 16) While reasonable efforts are made by JLPC to maintain the security of the airfield, the lessee has an obligation to insure the contents of the hangar. It is specifically agreed that JLPC shall bear no liability for theft or damage to the hangar contents from any cause whatsoever.
- 17) The lessee warrants that he/she has full ownership rights or equivalent thereof for all contents in the hangar.
- 18) The lessee agrees to store only:
- a) Aircraft, and aircraft related components
  - b) aircraft related equipment (such as tools, tools cabinet, spare parts, maintenance equipment),
  - c) limited personal convenience items (such as chairs, table, water container, kettle and small quantities of food, kids toys, bicycles, etc) and
  - d) a maximum of 20 litres of aircraft fuel (AVGAS or MOGAS) in metal containers external to the aircraft, and
  - e) 10 litres of oil outside of the aircraft;
- unless written consent is obtained from JLPC Chairman. Should the lessee not use the hangar for the prescribed purpose, the lessee is deemed to be in breach of the lease. The temporary substitution of a motor vehicle for the aircraft while flying away is authorised and a motor vehicle may be present if it does not prevent the simultaneous use of the hangar by an airworthy aircraft.
- 19) Where the contents of the hangar are not normally associated with the reasonable expectation of a private individual's hangar contents, the lessee specifically agrees that JLPC has the right to substitute the hangar with an alternate storage facility for the contents or terminate the lease entirely, at the sole discretion of the Committee.
- 20) In no circumstances may the hangar contents contain items that in the opinion and sole discretion of the Committee that are likely to cause damage to the hangar or endanger the contents of other hangars.
- 21) The lessee shall keep the interior of the hangar reasonably clean and free of fire hazards and pests.

### Maintenance

- 22) The hangar shall be maintained in a condition that allows reasonable security for the hangar contents, in line with its age and condition at the start of the lease.
- 23) If the lessee believes that the hangar is not suitable for the purpose for which it has been leased to him/her due to deterioration which is not attributable to the lessee's own actions, he/she shall inform the Secretary of the defect in writing ("notice of defect"). The Secretary will place the notice of defect before the Committee at its next meeting. The Committee may, in its sole discretion, offer the lessee an alternative hangar, arrange to

repair the defect, or invite the lessee to repair the defect at its own cost which may be deducted from the rental at a rate agreed by the Committee. If it is not reasonably possible, in the opinion of the Committee, to make an arrangement to meet the lessee's requirements, the lease may be terminated by the Committee.

24) The lessee undertakes to keep the area surrounding their hangar tidy and free of extraneous articles and rubbish.

25) The lessee shall be reasonably informed by being given notice of at least 30 days of any scheduled maintenance to the hangar which might require the aircraft to be moved in order to undertake maintenance or promote security of the lessee's aircraft. If the lessee is, despite such notice, unable or unwilling to move the aircraft and/or other contents in time, JLPC is hereby authorised to move the aircraft and/or other contents at its own discretion and recover from the lessee any cost reasonably incurred in such moving. The lessee hereby indemnifies JLPC against any and all damage that might result from such moving by JLPC, its employees, agents, lessees or officers.

26) The lessee shall allow reasonable access to the leased hangar to allow JLPC to maintain the hangar, adjoining hangars, or the surrounding infrastructure to the extent reasonably necessary in the opinion of the Committee.

#### Improvements

27) The lessee may propose improvements to the leased hangar to be carried out at lessee's own expense. Any such improvements must be *agreed beforehand in writing* by JLPC Chairman (or nominee) prior to construction. Approval of any such improvements shall be at the sole discretion of the Committee and any cost sharing thereof shall be negotiated on an individual basis. No previous or similar agreements with other lessee's shall bind the Committee in any way on whether or not to permit subsequent improvements or those under discussion, each instance shall be negotiated individually. Improvements shall remain the sole property of JLPC at the termination of the lease. JLPC shall retain the right to recover all costs incurred to restore / rectify any non-approved changes to an acceptable standard as determined at the sole discretion of the Committee. The terminating lessee may not recover his portion of the costs from any lessee or JLPC on termination.

28) The lessee undertakes to allow reasonable access to the hangar in order to permit JLPC to undertake improvements which are intended to bring all JLPC hangars to a defined standard (e.g. drainage improvements, provision of electricity or security lighting for a row of hangars).

#### Sub-letting

29) Subletting is not permitted.

#### Emergency Access to hangars

30) The lessee agrees that, in an emergency, JLPC has the right to immediate access to the hangar (e.g. it has the right to break locks and remove aircraft) where such access is *intended to aid the reasonable protection from damage or additional damage of the hangar*

*contents, JLPC assets or other lessees assets.* In such instances all reasonable precautions will be undertaken to protect the lessee's assets from further harm. JLPC will be responsible in such instances to replace damaged locks.

### Lease termination

31) One calendar months' notice is required for termination of the occupancy, which is determined from the first day of the next full calendar month.

32) A breach of this lease is deemed a breach of the Constitution and Bye-Laws. If a lessee is a member of JLPC and his/her membership is terminated, the lease is deemed to have lapsed immediately on the date of termination of the membership unless the Committee rules otherwise.

33) Should the lessee be in default of payment of any amount due to JLPC for 90 days or longer, the Committee has the right to terminate this lease by simple notice of termination. Where a notice of termination is issued in terms of this section the lessee shall not be entitled to access to the hangar or any of its contents and hereby agrees that JLPC shall have a landlord's lien on all the hangar contents, until all monies owing to JLPC have been settled. In these circumstances the lessee agrees that JLPC attains a preferential right against all other creditors (subject to law) to attach the lessee's hangar contents (inclusive of an aircraft) to recover all debts owed to JLPC.

34) Where a lessee is in significant default as described above, and the lessee is either not contactable or fails to make reasonable repayment terms acceptable to the Committee, the lessee agrees that JLPC's rights to enjoy rental income supersede the rights of tenancy and JLPC gains the right to remove the contents of the hangar to allow a new paying lessee to take occupation.

35) When a change of the ownership of an aircraft occurs, this lease shall immediately terminate, and be replaced by another at the sole discretion of the Committee. The tenancy of the hangar does not automatically pass to the new owner of the aircraft.

36) The lessee acknowledges and accepts that JLPC is not the owner of the land upon which the airfield is situated. By his or her signature on this document the lessee acknowledges that this situation is known to him or her and he or she agrees that, in the event of JLPC losing its rights to occupation, this lease will terminate with effect from the date that JLPC is obliged to vacate the property and the lessee will have no claim against JLPC, Chairman, Committee or any individual lessee arising from such termination.

### Contract variations

37) Any variations to this contract shall be in writing and signed by or on behalf of both parties (*including email on condition that both parties are known to have actually received any such email, and a full printed copy thereof is attached to this contract*). No variation shall be binding on JLPC unless signed by the Chairman or by a Committee member specifically authorised in writing by the Committee.

### Definitions

- "JLPC" - The Johannesburg Light Plane Club NPC, an non-profit company formally incorporated under no 1930/002285/08 intended for the public benefit and members,

represented by the Chairman and Committee members.

- “Committee” – the Chairman and Committee members from time to time currently serving in office. Where a discrepancy exists between the registered directors and the current serving Committee members, the current incumbents shall be recognised.
- “Chairman” – the Chairman of JLPC Committee currently serving in office.
- “lessee” – the person to whom the hangar is let.
- “Reasonable” – a test of reasonability by questioning the probable actions taken by another assumed person under the exact same circumstances to determine whether the actual actions taken were appropriate during the event.

**THUS DONE AND SIGNED:**

(Agreed by initialling of all pages and signature below):

On behalf of Johannesburg Light Plane Club NPC as represented by the Chairman

.....JLPC Chairman

On this ..... day of....., 20....

.....Lessee

On this.....day of.....,20.. .

*Domicilium citandi et executandi* of the lessee is:-

.....