

**ALAMEDA AERO CLUB**  
**P. O. Box 1043**  
**Alameda, CA 94501**  
**LEASE AGREEMENT**

\_\_\_\_\_, whose address is \_\_\_\_\_

\_\_\_\_\_, herein referred to as lessor, does hereby agree to lease to the ALAMEDA AERO CLUB, herein known as the lessee, a \_\_\_\_\_ equipped as follows:

This agreement shall commence on \_\_\_\_\_, and continuing for an unlimited time. This lease agreement may be terminated by either the lessor or lessee with or without cause by giving a 30 day written notice. This lease shall conform to the following conditions:

1. The lessee agrees to operate and maintain said aircraft in strict accordance with the applicable Insurance Policy requirements, FAA regulations, Aero Club By-Laws and flying regulations, and to use said aircraft only in the business of the Aero Club, including student instruction and rental to Aero Club members for pleasure and business purposes, excluding the carrying of passengers or goods for hire. This shall not preclude passengers from contributing a share of the operating expense. Liability arising out of the use of said aircraft during the lease period shall be limited by the provisions of paragraph three (3).
2. The lessor and lessee further agree to the following conditions:
  - A. The lessee shall pay to the lessor a monthly lease fee, computed as that amount of money, if any, which remains after:
    - (1) Multiplying chargeable flight tachometer hours times the hourly lease rate of \$\_\_\_\_\_.
    - (2) Subtracting fuel and oil costs.
    - (3) Subtracting \$5 per tach hour for Club Expenses
  - B. The lessor shall be responsible directly or through the Club for the following expenses:
    - (1) Maintenance labor:
      - a. Maintenance is hereby defined as that routine maintenance usually and customarily performed by aircraft mechanics in accordance with FAA Regulations, Insurance Policy requirements and normal trade practices.
      - b. Such labor performed shall be charged at actual and total Aero Club costs.
    - (2) Insurance: Premiums shall be billed and paid directly to the Club by the lessor or deducted monthly by the Club from lessor revenues until the yearly policy is paid in full.
    - (3) Parts (unless owner advises that he can procure at a reduced price) which may be required due to wear or damage resulting from operations while the aircraft is operated in conjunction with the Alameda Aero Club. Lessee will not be responsible for losses not covered by insurance, i.e., aircraft covers, operating manuals, fuel testing cups, headsets, etc.
    - (4) Tiedown rental location shall be determined by the Club.
3. Lessor shall be responsible for the proper licensing of the aircraft and for the payment of any taxes, assessments, liens or other charges which may be levied upon the aircraft by any federal, state, municipal, or other public authority.
4. Lessor agrees to comply with any airworthiness directives, notes and/or service bulletins, and to be responsible for the proper licensing of the aircraft and for payment of any taxes, assessments, which may be issued by the FAA or manufacturer of the aircraft equipment or components during the period of this lease. Engine overhauls shall be performed as the engine manufacturer specifies or as circumstances may dictate. Lessor reserves the right to have such compliance or overhauls performed by a mechanic or facility of his choice. Any corrective or preventative maintenance, including such compliance and overhauls described above, as well as annual, fifty (50) hour, and one hundred (100) hour inspections performed in accordance with the FAA regulations shall be on a cost reimbursable to lessee basis. Lessee shall inform lessor in advance of any maintenance expected to exceed a cost of \$\_\_\_\_\_ for labor and parts.
5. Lessee will furnish an appropriate tie down location for the aircraft during the operation of this lease. (See 2B above).
6. Lessee shall maintain the general appearance of the aircraft in the same condition as it existed at the inception of the lease period, excepting normal wear and tear.
7. Lessor agrees to permit the aircraft to be operated by the Alameda Aero Club in accordance with the Club By-Laws, Rules and Regulations, appropriate insurance requirements and FAA regulations, any of which may be from time to time amended or revised without hindrance or claim to any preferential treatment pertaining to aircraft scheduling or utilization. Any difference of opinion as to the operation or usage of the aircraft which cannot be resolved to the mutual satisfaction of both lessee and lessor shall be considered as sufficient to terminate this agreement. Thirty (30) days written notice must be served by the terminating party,

unless written notice, as well as any other writing as may be required by any other condition of this lease, shall be considered served when such writing is delivered to the United States Postal Service, as evidenced by a postmark and when addressed to the served party at the appropriate address as follows:

Lessee at:  
Alameda Aero Club  
P. O. Box 1043  
Alameda, CA 94501

Lessor at:

- 8. If any legal action is requested to be taken by either party relating to this agreement due to breach of this agreement, or to enforce any terms or conditions of this agreement, the losing party in such action hereby agrees to pay such reasonable attorney's fee and court costs as may be awarded by the court of jurisdiction.
- 9. The engine tachometer reading is \_\_\_\_\_ and the Hobbs meter reading is \_\_\_\_\_ at the inception of this lease.
- 10. Any waiver or nullification of any one term or condition of this lease shall not act to waive or nullify any other term or condition of this lease.
- 11. It is understood that this lease and any amendments, addenda, or revisions which may be agreed to shall be governed by the laws of the State of California.
- 12. Upon thirty (30) day written notice, lessor has the right to negotiate the hourly lease rate. Any change of rates which may be agreed to under any condition of this lease shall be effective as of the first (1<sup>st</sup>) day of the month following such change.

**Acknowledgments:**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date