

PRIVATE USE NON-COMMERCIAL
AIRPORT USE AGREEMENT

This Airport Access Use Agreement between the MONTANA AERONAUTICS DIVISION of the Montana Department of Transportation, hereinafter referred to as Lessor, and XXXXXXXXXXXX, hereinafter referred to as Lessee, witnesseth:

1. Lessor hereby leases to Lessee, and Lessee hires from Lessor, access to certain premises located at the **Seeley Lake Airport** in Missoula and Powell County, Montana.
2. The purpose of this agreement is to allow the Lessee access, for aviation activities only, to Seeley Lake Airport from adjoining private property for the purposes of:
 - conducting air and ground operations.
 - taking off and landing an aircraft on the runway surfaces.
 - taxiing to and from the runway.
 - temporary aircraft parking.
 - fueling by the on field Fixed Base Operation (FBO).
3. The term of this lease shall be for one (1) year, commencing on the 1st day of XXXXXXXXXXXX and ending on the 30th day of XXXXXXXXXXXX.
4. Lessee shall pay to Lessor the total sum of \$ XXX.00 annually as and for use of the airport access. Payment shall be in full, in advance, on an annual basis during the term of this lease and any renewal thereof.
5. This lease may, at the option of the Lessee, be renewed from year to year at an annual rental of \$XXX.00 and in accordance with and acceptance of the terms and conditions herein specified. The Lessee's option shall be deemed exercised and the lease renewed automatically each year, for an additional one year unless either party gives written notice sixty (60) days in advance of the end of any lease term that it will not or cannot agree to the terms of the lease.
6. Termination for Convenience: The Lessor may, by written notice to the Lessee, terminate this lease at anytime without cause. The Lessor must give notice of termination to the Lessee at least 30 days prior to the effective date of termination.
7. Lessee shall be entitled, in common with others so authorized, the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Seeley Lake Airport, including the use of landing areas, runways, taxiways, and aircraft parking areas associated with the airport.
8. Lessee shall have the right of ingress and egress to the airport using only designated access locations.
9. Lessee agrees to accept all facilities on the Seeley Lake Airport on an "as is" basis. Further, Aeronautics Division hereby disclaims, and Lessee accepts such disclaimer, of any warranty, either expressed or implied of the condition and usability of tiedown area, taxiway, and runway.
10. Access is for current Lessee use only and cannot be transferred or assigned.

11. Lessee shall not store any personal property, solid waste, petroleum products, Hazardous Waste (Ignitable, Corrosive, Reactive, or Toxic) on any portion of airport premises. Lessee is aware that there are significant penalties for improperly disposing of the Hazardous Wastes, or submitting false information regarding Hazardous Waste including the possibility of fine and imprisonment for knowing violations.
12. All self-fueling operations shall be conducted using National Fire Protection Association publication # 407 (copy enclosed).
13. Lessee covenants and agrees that it will not hold the Division, any of its agents, or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or other natural disaster, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be temporarily located on the airport property.
14. Lessee agrees to indemnify, defend and save the State of Montana, Department of Transportation, Aeronautics Division, its agents, officers, representatives, and employees, harmless from and against any and all liability or loss resulting from claims or court action arising directly out of the activities of Lessee, other tenants, Lessee's agents, servants, guests or business visitors under this agreement by reason of any act or omission of such person.
15. The Lessee agrees that the Lessee is not now nor will ever operate a commercial business using subject access as a part of the operation of any commercial business without Aeronautics approval of such operation. For such use, a separate Commercial Use Airport Access Use Agreement must be signed.
16. No construction or installation of any above ground or underground fuel storage tanks or dispensing systems located on airport premises will be allowed.
17. Notices to Lessor shall be sent by certified mail, postage prepaid, to the Montana Aeronautics Division, P.O. Box 200507, Helena, MT 59602-0507, and notices to Lessee shall be sent by certified mail, postage prepaid to:

 IN WITNESS WHEREOF, the parties hereto have signed this agreement this _____ day of _____, 20_____.

 Lessee

Department of Transportation

By: _____
 Administrator, Aeronautics Division

 Legal Review