

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
PUBLIC AIRPORT LEASE

This indenture of lease, entered into this _____ day of _____, 20____, by and between the UNITED STATES OF AMERICA, hereinafter called lessor, acting in this behalf by the

and

hereinafter called lessee, under, pursuant, and subject to the terms and conditions of the Act of May 24, 1928, as amended, (49 U.S.C. 211-214) and the regulations thereunder (43 CFR 2911):

WITNESSETH:

Sec. 1. That lessor, in consideration of rents to be paid and covenants to be observed, as herein set forth, does hereby grant and lease to lessee the exclusive right and privilege of maintaining an airport on the following-described land, to-wit:

containing approximately _____ acres, together with the right to construct and maintain all buildings or other improvements necessary as an airport for the accommodation of the public for a period of _____ years and, if at the end of said period lessor shall determine that a new lease should be granted, lessee will be accorded a preference right thereto upon such terms and for such duration as may be fixed by lessor.

Sec. 2. For and in consideration of the foregoing, lessee hereby agrees:

(a) To establish a public airport on said tract and to maintain such airport during the life of this lease.

(b) To pay lessor, each year in advance, the annual rental required under Sec. 3(a) of this lease.

(c) To complete the construction facilities for service, fuel, and other supplies necessary to make the land available for public use as an airport within one (1) year from date of this lease.

(d) To keep the airport equipped and maintained, at all times, in accordance with the requirements made by the Federal Aviation Administration.

(e) That all departments and agencies of the United States operating aircraft shall have free and unrestricted use of the airport. With approval of lessor, any department or agency shall have the right to erect and install such structures and improvements deemed advisable, including facilities for maintaining supplies of fuel, oil, and other materials for operating aircraft.

(f) That whenever the President deems it necessary for military purposes, the Secretary of Defense may assume full control of the airport.

(g) Not to allow use of the premises included in this lease for unlawful purposes or for any purpose not in harmony with use as an airport.

(h) That authorized representatives of lessor or the Federal Aviation Administration shall, at any time, have the right to enter the leased premises for the purpose of inspection and shall have free access to records of operations under authority of this lease.

(i) Not to assign or sublet this lease without consent of lessor, and to submit for consideration all assignments made, subject to lessor's approval.

(j) To submit to the Federal Aviation Administration, for its approval, regulations to govern the use of the airport.

(k) *Equal Opportunity clause.* During the performance of this contract, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such mitigation to protect the interests of the United States.

Sec. 3 It is understood and agreed that:

(a) The rental charge shall be

dollars per annum, that the charge shall be subject to reconsideration and revision at five-year intervals.

(b) Rates and prices for accommodation and service may be fixed by the lessor, whenever deemed necessary.

(c) If lessee shall fail to: (1) use the premises or any part thereof for a period of at least 6 months; (2) use the property or any part thereof for a purpose other than the authorized use; (3) pay the annual rental in full on or before the date due; (4) maintain the premises according to the ratings set by the Federal Aviation Administration; (5) comply with the regulations set forth in 43 CFR 2911 or the terms of this lease; lessor may cancel, in whole or in part, this lease.

(d) Upon termination of this lease, by expiration or forfeiture, or whenever the United States may claim right of possession as herein provided, lessee agrees to surrender possession of premises and to comply with such provisions and conditions respecting removal or improvements and equipment on the property as may be made by lessor.

Sec. 4. It is further agreed that no Member of, or Delegate of Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent or employee of the Department of the Interior, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18, U.S.C. 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

IN WITNESS WHEREOF

THE UNITED STATES OF AMERICA

(Signature of Lessee)

By _____

WITNESSES TO SIGNATURE OF LESSEE

[SEAL]