

AVIATION No Fee Lease Agreement

1. **NATURE OF THIS AGREEMENT:** This is an Agreement for the use of real property located at _____
(Local address or description of property)
by the Iowa National Guard (GUARD) for _____. This training requires _____. Aviation training may be conducted both day and night with one or more aircraft. No ground personnel or vehicles are routinely involved with this training. Ground vehicles may need to be used for recovery operations.

2. **PARTIES TO THIS AGREEMENT:** The parties to this Agreement are the Iowa National Guard (GUARD) and _____,
(Name/Phone number)
the owner of the land (LANDLORD).

3. THE PARTIES ALSO AGREE AS FOLLOWS:

a. The Owner hereby grants permission to the Guard to enter upon, use and remain on the above land for aviation training activities indefinitely or from _____
(Date) to _____
(Date).

b. This agreement is given voluntarily as an accommodation to the Iowa National Guard, and is without cost to the Iowa National Guard and its officers and members. The Owner will not provide services, supplies, or other utilities for which reimbursement is expected.

c. The Iowa National Guard agrees that aviation training activities will be conducted on land specifically designated by the LANDLORD, and that such activities will not interfere in any way with known activities, persons or livestock.

d. The GUARD will not erect any buildings or other structures upon the land. The GUARD make no improvements to the land, other than removal and general cleanup of debris that may be caused by the aviation training activities. The property will be left in or restored to its pre-event condition.

e. No harm or damage to the land, including trees, shrubberies, or crops, is anticipated in connection with the training exercise, nor are claims against the LANDLORD for injuries to Iowa National Guard personnel or others participating in the training, however; should such harm, damage or claims occur, any and all claims for damages will be processed and awarded consistent with Article VII, Section 1 of the Iowa Constitution, Iowa Code Chapter 669, and the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

SUBJECT: Aviation NO FEE Agreement

f. The Guard’s use of the real estate shall be exclusive; that is, during those time periods when the Guard is using the real estate, the Owner shall not allow any other person or entity upon the real estate without prior coordination with the training area commander. The Guard shall make use of the real estate during those times required for the mission during training periods and at such other times as may be agreed by the Guard, through its training area commander, and the Owner.

The Owner promises to hold Guard harmless from any demands, claims, settlements, suits, verdicts and/or judgments which may arise and which may result, directly or indirectly, from any person who is injured as a result of Guard training as a result of being on the Owner’s land without coordination with the Guard under this paragraph. The Guard agrees that it shall be responsible for all injuries to its personnel or personnel of other agencies participating in the training where such injuries occur in the line of duty and not due to the negligent or willful conduct of the Owner.

g. The Iowa National Guard designates _____,
(Rank, Name)
Commander of _____,
(Unit & Address) (Telephone number)
Point of Contact for the Iowa National Guard for the purposes of providing information regarding this Agreement.

4. **TERMINATION:** This Agreement may be terminated at any time by either party by providing the other party at least sixty (60) days written notice, via certified, return-receipt-requested United States Mail.

5. **EFFECTIVE DATE:** This Agreement shall become binding and effective upon approval by the State of Iowa Armory Board.

(Commander, Aviation Unit)

(Landowner)

(Date)

(Date)

SUBJECT: Aviation NO FEE Agreement

THRU: NGIA-AVS

Recommend: Approval / Disapproval

(Deputy Chief of Staff of Aviation and Safety)

(Date)

THRU: NGIA-OPS

Recommend: Approval / Disapproval

(Deputy Chief of Staff of Operations)

(Date)

TO: NGIA-ICC-SQM

Approved / Disapproved

FOR THE ADJUTANT GENERAL /
ARMORY BOARD:

(State Quartermaster)

(Date)