

Iowa National Guard Aviation No Fee Lease Agreement

1. NATURE OF THIS AGREEMENT: This is an agreement for the use of real property located at _____

(address or description of property)

by the Iowa National Guard (IANG) for the following _____

(describe purpose e.g. static display, use as a helicopter landing zone, or other aviation operation)

Aviation operations may be conducted both day and night with one or more aircraft. Ground personnel and vehicles are not routinely involved but may require the use of personnel and vehicles for aircraft / aircrew recovery operations.

2. PARTIES TO THIS AGREEMENT: The parties to this agreement are the IANG and

(Name)

(Phone)

the authorized representative or landowner (AUTH REP / OWNER).

The IANG designates (IANG REP) _____

(Rank & Name)

Commander of _____

(Unit | Element & Address)

(Phone), as the point of contact for the purposes of providing

information regarding this agreement.

3. THE PARTIES ALSO AGREE AS FOLLOWS:

a. The AUTH REP / OWNER hereby grants permission to the IANG to enter upon, use, and remain on the above land for aviation operations indefinitely or from the following date(s) and times: _____ to _____
(Date | Time if applicable) (Date | Time if applicable)

b. This agreement is given voluntarily as an accommodation to the IANG and is without cost to the IANG and its officers and members. The AUTH REP / OWNER will not provide services, supplies, or other utilities for which reimbursement is expected.

c. The IANG agrees that aviation operations will be conducted on land specifically designated by the AUTH REP / OWNER, and that such operation will not interfere with known activities, persons, or livestock.

d. The IANG will not erect any buildings or other structures upon the land. The IANG will make no improvements to the land, other than general cleanup from an aviation operation. The property will be restored to its pre-event condition.

e. No harm or damage to the land, including trees, shrubberies, or crops, is anticipated in connection with aviation operations, nor are claims against the AUTH REP / OWNER for injuries to IANG personnel or others participating in the aviation operation, however; should such harm, damage, or claims occur, any and all claims for damages will

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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.

f. The IANGs use of the land shall be exclusive; that is, during the authorized date(s) and time periods when the IANG is using the land, the AUTH REP / OWNER shall not allow any other person or entity upon the land without prior coordination with the IANG REP. The IANG shall make use of the land only during those times as specified in para 3.a. unless prior coordination for an alternate date(s) and time(s) have been agreed upon by the IANG REP and the AUTH REP / OWNER.

g. The AUTH REP / OWNER promises to hold the IANG harmless from any demands, claims, settlements, suits, verdicts, and or judgements which may arise, and which may result, directly or indirectly, from any person who is injured because of IANG aviation operation (to include ground support operations) due to being on the land without coordination with the IANG REP. The IANG agrees that it shall be responsible for all injuries to its personnel and participating personnel of IANG authorized agencies during aviation operations where such injuries occur in the line of duty and not due to the negligent or willful conduct of the AUTH REP / OWNER.

4. TERMINATION: This agreement may be terminated at any time by either party by providing the other party at a minimum of a sixty (60) day written notice.

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

 (IANG REP)

 (Date)

 (AUTH REP / OWNER)

 (Date)

THRU: NGIA-AVS
 Recommend:
 Approve | Disapprove

THRU: NGIA-OPS
 Recommend:
 Approve | Disapprove

TO: NGIA-ICC-SQM
 Approved | Disapproved

**FOR: The Adjutant
 General / Armory Board:**

 (Deputy Chief of Staff of Aviation and Safety)

 (Date)

 (Deputy Chief of Staff of Operations)

 (Date)

 (State Quartermaster)

 (Date)