

T-Hangar Bay Lease Agreement

This Lease Agreement, made and entered into at Carroll, Ohio by and between the Fairfield County Airport Authority, 3430 Old Columbus Road NW, Carroll, Ohio 43112, hereinafter referred to as “Lessor” and

NAME(S)

STREET ADDRESS

CITY, STATE, ZIP CODE

PHONE NUMBER(S)

e-mail address

FAA Registered “N” Number(s) of aircraft(s) stored in hangar.
(Lessee shall notify Lessor of any changes in “N” Number)

hereinafter referred to as “Lessee,” WITNESSETH:

I. LEASED PREMISES

a. That in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor Hangar Unit Number _____ (Leased Premises) located at the Fairfield County Airport, 3430 Old Columbus Road NW, Carroll, Ohio 43112.

b. Lessee shall use the hangar exclusively for the storage of aircraft and aviation related items as needed for the use of the hangar space. No non-aviation items shall be kept, stored or maintained in the hangar without the consent of Lessor.

II. TERM

a. Notwithstanding the date of this Agreement, the term of this Lease shall be for one

year commencing on _____ and ending on _____. In the event Lessee holds over after the termination of this Lease, then such tenancy shall be from month to month at the monthly rental amount as provided in Paragraph III herein.

III. RENT AND SECURITY DEPOSIT

a. Lessee shall pay Lessor rent as for the leased premises the sum of _____ per month through December 31 of the year of this Lease and then effective January 1 of each succeeding year, the rent shall be increased by 3% per year, so long as this Lease is in effect.

b. Rent shall be due and payable on the first day of each month and if not paid within fifteen days of the due date, Lessee shall pay a late charge of ten percent (10%) of the monthly rental amount. If Lessee becomes delinquent in the payment of the rent for more than thirty (30) days, or violates any of the terms of the Agreement, the same shall be deemed a breach of this agreement and Lessor, at its option, may terminate this Agreement and upon notice to Lessee, Lessee shall promptly remove the aircraft and all other items located in the leased hangar. If Lessee fails to comply with the aforementioned notice within five (5) days from date of the notice, Lessor shall cause all contents in the leased hangar, including any aircraft to be removed at Lessee's expense.

c. Lessee shall pay Lessor a security deposit equal to one month's rent upon execution of this agreement.

IV. COVENANTS OF LESSEE

Lessee agrees as follows:

a. To make no alterations to the Leased Premises without written consent of the Lessor. All fixtures installed or additions and improvements made to the Hangar Space shall, upon completion of such additions and improvements, become Lessor's property and shall remain in the Hangar Space at the termination of the agreement, however terminated, without compensation or payment to Lessee.

b. To repay the Lessor the cost of repairs made necessary by Lessee's negligent or

careless use of the Leased Premises.

c. To surrender the Leased Premises at the termination of this Lease in as good condition as when first occupied, reasonable wear and tear excepted.

d. To lock and prime all door operating mechanisms according to the posted instructions. Damage which is caused by Lessee's failure to comply with posted instructions shall be repaired at Lessee's expense.

e. To lock the Leased Premises at all times when not in use by Lessee. The only locking device to be used on the door shall be the one furnished by the Lessor. The Lessor will retain a key for each lock and shall be authorized to enter at any time for emergencies or inspections. The Lessor may remove any unauthorized locks.

f. Not to perform any aircraft maintenance of any type which requires the services of a licensed aircraft mechanic or technician within the Leased Premises or within the Hangar area. Unless otherwise prohibited herein, the only maintenance which will be authorized is that which is within the scope of the aircraft owner as per FAR #43 and does not require the use of any volatile substance. Further, no maintenance shall be conducted on the ramp, taxi-ways or adjacent areas.

g. To pay any penalties or fines that are assessed against the Lessor because of Lessee's negligence, carelessness, misconduct, acts or omission of acts.

h. To maintain the Leased Premises at all times in neat and clean condition. Restrain from piling boxes, drums or similar items on the outside of the Leased Premises and keep trash and waste oil in covered receptacles outside of public view.

i. To comply with the **Minimum Standards For Aeronautical Activities**, as adopted by the Fairfield County Airport Authority on December 8, 2014, and any amendments thereafter made. A copy of said standards is available for inspection in the office of the Fixed Base Operator and on the Fairfield County Airport Authority Website.

j. Painting of aircraft or other vehicles in the leased Hangar is permitted if in compliance with all OSHA and EPA requirements, rules and regulations.

k. No welding—gas or electric—in leased Hangars.

l. No fuel, flammable liquids or other hazardous materials as defined by the Ohio State EPA shall be stored or kept on the leased premises except not more than eighty gallons of fuel will be permitted, provided it is stored in not larger than ten gallon safety containers of a type approved by the Underwriters Laboratories. All containers shall be stored at least two feet above the floor level of the hangar.

m. No aircraft engine operation is permitted in the Hangar for any reason.

n. No aircraft engine operation is permitted which would send/blow propwash into any open Hangar or other hangar.

o. Lessee shall maintain a fire extinguisher as provided by the Lessor in the leased Hangar. The fire extinguisher will be properly maintained by Lessee in fully charged condition (type ABC required).

p. Interior lights shall not be left on when the Lessee is not in or around the hangar bay.

Excessive electrical consumption may result in a monthly surcharge.

q. The use of an electric block heater is permitted.

r. No unattended space heaters of any nature are permitted to be used in the Hangar.

s. Hangar doors will be secured in the closed position at all times the Lessee is not in the Hangar, or not in the immediate area.

t. All operation of the electric bi-fold doors will be done by the operator positioned at the electric control box during the entire time the door is being moved in either direction. Positively no tampering with the electric door controls. Any attempt by the Lessee or his/her representatives to violate this rule will terminate the Hangar rental agreement at the option of Lessor.

u. No unattended private automobiles or other vehicles are permitted to be parked on the ramp.

v. No business activity relating to aircraft operations for hire will be permitted from the Hangars at Fairfield County Airport unless/until proper legal contracts--including liability insurance--have been negotiated, approved and entered into with the Lessor including, but not limited to: crop dusting, crop spraying, aerial seeding, charter operations, sight-seeing, aircraft, engine electronic maintenance and overhaul, sales, flight instruction, banner towing, parachute jumping, sky writing, aerial contests and air shows.

V. RIGHT OF INSPECTION

a. Lessor shall have the right to enter the premises at any time for inspection or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the Leased Premises.

VI. INSURANCE AND INDEMNIFICATION REQUIREMENTS

a. The Lessee shall assume all risks incident to, or in connection with, its operation under this contract; shall be solely responsible for all accidents or injuries to persons or property caused by its operations upon or arising out of the Lessor's facilities; and shall indemnify, defend, and hold harmless the Fairfield County Commissioners, the Lessor and its employees, authorized agents, and representatives, from any and all claims, suits, losses or damages for injuries to persons or property, of whatsoever kind or nature, arising directly or indirectly out of Lessee's operations or resulting from any act or omission of the Lessee, its guests, agents, employees, or customers or resulting from any act of customers. The Lessor shall give timely notice to the Lessee of any claim against the Lessor if the Lessor considers such claim to be the liability of the Lessee. Failure to give such notice shall not act to waive the Lessee's liability hereunder. The Lessee shall have the right to investigate, defend or compromise such claim to the extent of its interest.

b. The Lessee at all times during the period of this contract, shall keep its aircraft, operations, and equipment for which it is legally responsible, fully insured to cover liability, property damage and bodily injury. Failure to obtain such insurance shall not operate to waive Lessee's liability hereunder. Lessee shall obtain and maintain aviation and property damage liability insurance and shall provide the Lessor a valid Certificate of Insurance immediately upon acceptance of agreement. The Lessee shall maintain at least the minimum insurance coverage as listed in Section III of the Fairfield County Airport's (KLHQ) Minimum Standards for Aeronautical Activities.

c. The Certificate of Insurance shall show the Fairfield County Airport Authority, its agents and the Fairfield County Commissioners as additional insurers and loss payees and shall provide the Lessor a thirty (30) day advance notice of any cancellation or changes in Lessee's coverage or limits.

d. Lessee will indemnify, hold harmless, and waive subjugating Insurance requirements, against any loss, liability or damages and from all actions or causes of action for injuries to persons or property arising from or growing out of the use and occupancy of the Leased Premises, or Airport Properties, due to any negligence, act or omission to act of Lessee.

VII. Hazardous Substances

a. The term "Hazardous Substances", as used in this section, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or subsequently enacted or promulgated by any governmental authority.

b. Environmental Prohibitions. Tenant shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the leased premises, or arising from tenant's use or occupancy of the leased premises, including, but not limited to, soil and ground water conditions

c . Environmental Compliance.

1. Tenant shall, at tenant's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances relating to the leased premises (the "Laws").

2. Tenant shall, at tenant's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

3. If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the leased premises, or which arises at any time from tenant's use or occupancy of the leased premises, then tenant shall, at tenant's expense, prepare and submit the required plans and all related bonds and other financial assurances; and tenant shall carry out all work required by the clean-up plans.

4. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by landlord. If tenant fails to fulfill any duty imposed under this Section [number of section], within a reasonable time, landlord may do so; and in that case, tenant shall cooperate with Landlord in order to prepare all documents landlord deems necessary or appropriate to determine the applicability of the Laws to the leased premises and tenant's use of the premises, and for compliance with all applicable laws, and tenant shall execute all documents promptly upon landlord's request. No action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section [number of section].

d. Tenant's obligations and liabilities under this Section [number of section] shall survive the expiration or termination of this lease.

e. Environmental Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord and its officers, directors and shareholders from all fines, suits, procedures, claims, and actions of every kind and all costs (including attorneys and consultants fees), arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term at or from the leased premises, or which arises at any time, from tenant's use or occupancy of the leased premises, or from tenant's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Laws and all other environmental laws. Tenant's obligations and liabilities under this Section [number of section] shall survive the expiration or termination of this Lease.

VIII. ACKNOWLEDGEMENT OF FLOOD PLAIN AREA

a. Lessee acknowledges that the Leased Premises is in a Flood Plain Area and it shall be the sole responsibility of the Lessee to obtain Flood Insurance if it deems the same necessary.

b. No items shall be stored in the hangar below 852 feet MSL.

IX. RIGHT OF TERMINATION

a. Except as provided in Paragraph III herein, either party may terminate this Agreement with thirty (30) days prior written notice. Rent shall not be prorated within the month of termination. If Lessee terminates this Agreement before expiration of the initial term there shall be no refund of the security deposit.

b. If the Leased Premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate this Lease.

X. MOVING OUT

a. Lessee will thoroughly clean the Leased Premises prior to delivering possession of the Leased Premises to Lessor. Lessee will contact the Airport Manager to schedule a move-out inspection. Upon move-out, Lessee shall return all keys of the Leased Premises to the Airport Manager. Any cleanup costs or repair costs incurred by Lessor due to Lessee's occupancy will be deducted from the

Security Deposit. A check for the remainder of the security deposit or an Invoice if said costs exceed the Security Deposit will be mailed to the Lessee within sixty (60) days of move out. Tenant's failure to notify the Airport Manager or the Lessor that the hangar bay is vacated may result in the partial or complete loss of the tenants' security deposit.

XI. SUBLETTING

- a. Lessee shall not at any time assign, sell, convey, or sublet this Lease or any part of it.

XII. NOTICE

a. All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is mailed shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within thirty (30) days after the change.

XIII. PARAGRAPH HEADINGS

a. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

XIV. GOVERNING LAW

a. This agreement is a contract executed under and to be construed under the laws of the State of Ohio.

XI. WAIVER

a. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

XVI. SEVERABILITY

a. The invalidity of any portion of the agreement shall not affect the validity of the

remaining portions thereof.

XVII. ENTIRE AGREEMENT

a. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

Each party to this Agreement has caused it to be executed on the date indicated below.

Date

Lessee

Date

Lessee

Fairfield County Airport Authority

By:

Date

Its authorized Agent, Lessor

Please mail all lease payments to:
*Fairfield County Commissioners
Attn: Sharlene Bails
210 E. Main St. Room 301
Lancaster, OH 43130*

Please include hangar number in memo on check.