

Approved on October 10, 2016

LEASE AGREEMENT FOR "R" HANGARS

This Lease Agreement, made and entered into at Carroll, Ohio, on the date hereinafter written, by and between the FAIRFIELD COUNTY AIRPORT AUTHORITY, 3430 Old Columbus Rd, NW Carroll, Ohio 43112, hereinafter referred to as "Lessor" and _____ hereinafter referred to as "Lessee," WITNESSETH:

Name: _____

Address: _____

Phone#: _____

Email Address: _____

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

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 Corporate Box Hangar Unit Number R____ (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

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year commencing _____, _____ 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 \$425 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. UTILITIES

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Lessee shall pay, as they become due, charges for electricity furnished to the hangar and shall cause the electric meter for the hangar to be placed in the name of the Lessee and direct that all statements to be mailed to Lessee at its address.

V. 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 accepted.

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. Lessee shall use the lock(s) provided by Lessor and will not change or add additional locks without the consent of Lessor. Lessor shall be authorized to enter the Leased Premises at any time for emergencies.

f. Lessee is permitted to obtain the services of a licensed aircraft mechanic or technician within the leased premises to conduct maintenance services. 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, maintenance may be conducted on the ramp adjacent to the leased hangar but otherwise shall not be conducted on any other 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 July 9, 2012, and any amendments thereafter made. A copy of said standards is available for inspection in the office of the Fixed Base Operator.

j. Painting of aircraft or other vehicles in the leased Hangar is not permitted.

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. The use of an electric block heater is permitted.

- q. No unattended space heaters of any nature are permitted to be used in the Hangar.
- r. 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.
- s. 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.
- t. No unattended private automobiles or other vehicles are permitted to be parked on the ramp.
- u. 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.

VI. RIGHT OF INSPECTION

- a. Except for emergency purposes, as provided above in Paragraph V.e. , Lessor shall provide Lessee 48 hour notification before entering the leased premises for inspection or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the Leased Premises.

VII. 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 lease, and at its cost, shall maintain comprehensive liability insurance, by a company or companies acceptable to Lessor, insuring Lessor and Lessee against claims based upon personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of Lessee, its agents, employees or servants and further, 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 provide the Lessor a valid Certificate of Insurance upon acceptance of this agreement. The minimum required insurance limits shall be as follows, provided however, said minimal limits shall be subject to change as determined by Lessor and if increased, written notice will be provided to the Lessee:

Property Damage - \$1,000,000.00

Bodily Injury Liability - \$100,000.00 per person; and \$500,000.00 per accident

c. The Certificate of Insurance shall show the Fairfield County Airport Authority, its agents and the Fairfield County Commissioners as additional insureds 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 subrogating 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.

VIII. ACKNOWLEDGMENT 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. The floor of the hangar and the area surrounding it shall not be altered or utilization made of the area beneath the existing surface.

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.

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.

XI. SUBLETTING

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a. Lessee shall not at any time assign, sell, convey, or sublet this Lease or any part of it without the consent of the Lessor, which will not be unreasonably withheld. If any of these changes occur, the Lessor, at its option, may require a new Lease Agreement to be entered into.

XII. OPTION TO RENEW

a. Lessee shall have the right to renew this Lease for three (3) additional terms of one (1) year each, provided that Lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:

1. Not Less than thirty (30) days nor more than sixty (60) days before the termination of the initial term of this Lease or any renewals thereof, Lessee shall notify Lessor in writing of Lessee's election to lease the Leased Premises for an additional term of one (1) year.
2. If Lessees fail to comply with the terms of this Lease or if it is delinquent in the payment of the rent or if the Lease is otherwise terminated by the provisions herein or by operation of law, then and in that event Lessees shall have no right to exercise this option and the same shall terminate.

XIII. 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.

XIV. 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.

XV. GOVERNING LAW

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

XVI. 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.

XVII. SEVERABILITY

- a. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

XVIII. 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 Lease Agreement has caused it to be executed on the date indicated below.

_____ By: _____
Date _____, Lessee

Fairfield County Airport Authority

_____ By: _____
Date Glenn Burns, President, Its authorized Agent, Lessor

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This instrument prepared by: G. Brian Boltz, Attorney at Law, 109 E. Main St., Lancaster, Ohio (740)653-1902