

Hangar for Monthly Lease

This lease (“Lease”) is 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 _____ (“Lessee”) the address for which is _____.

RECITALS

WHEREAS, Lessor operates the Fairfield County Airport; and

WHEREAS, Lessee desires to rent certain space from Lessor in one or more hangars at that airport ; and

WHEREAS, Lessor is willing to rent such space, as defined below, to the Lessee upon the terms and conditions set forth herein; and

WHEREAS, the parties hereto agree to be bound by all of the terms and conditions set forth herein;

NOW THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties to this Lease do hereby agree as follows:

I. RENTED PREMISES

a. Subject to Lessee’s compliance with its obligations as set forth below, Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor, Hangar Unit Number_____, (the “Rented 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 the aircraft described below and any aviation related items needed for the use of that aircraft. No non-aviation items shall be kept, stored or maintained in the Rented Premises without the written consent of Lessor, which consent may be withheld in the Lessor’s discretion.

c. The aircraft to be stored in the Rented Premises is limited to the following aircraft:

Aircraft Make _____

Aircraft Model _____

Aircraft Year _____

Aircraft Registration Number _____

Aircraft Serial Number _____

Aircraft Registered Owner(s) _____

Aircraft Owner Address & Phone Number (if different from Lessee)

(If more than one aircraft, then provide on a separate sheet to be attached as “Exhibit I” the information requested above for the additional aircraft)

II. TERM

This is a month to month lease commencing on the _____ day of _____, 20____ which may be terminated by either party in accordance with the terms set forth below. Unless terminated as set forth herein, this Lease shall continue from month-to-month. If a lease commences on any day other than the first day of the month, then the rent for that first month only shall be determined on a pro rata basis calculated by (a) dividing the number of days remaining in the month (starting with the day the lease commences) by the total number of days in the month, said division resulting in a fraction (“Fraction”) and thereafter (b) multiplying that Fraction by the Monthly Rent as set forth in Article III, below. Other than as set forth above, Monthly Rent shall be due as set forth in Article III, Section b, below.

Approved on September 14, 2015

III. RENT AND UTILITIES

a. Lessee shall pay Lessor rent for the Rented Premises in the sum of \$_____ Dollars (\$_____) per month (“Monthly Rent”) through December 31 of the year in which this lease is signed. Thereafter, effective January 1 of each succeeding year, the rent may be increased as established by the Lessor for that year and Lessor shall notify Lessee of such increase.

b. Rent shall be due and payable on the first day of each month and if not paid within ten (10) days of the due date, Lessee shall pay a late charge of ten percent (10%) of the monthly rental amount. All rental payments are to be made payable to Fairfield County Airport Authority Board and sent to the following address: Fairfield County Commissioners, 210 E. Main Street, Room 301, Lancaster, Ohio, 43130. An additional fee for returned checks in the amount of twenty five dollars (\$25) will be assessed against the Lessee for any payment not honored by the issuing financial institution.

c. If Lessee becomes delinquent in the payment of the rent for more than twenty (20) days, or violates any of the terms of the Lease, the same shall be deemed a breach of this Lease and Lessor, at its option, may immediately after such twenty days terminate this Lease and upon written notice to Lessee (“Removal Notice”) at the Lessee’s address set forth in the “Notice” section of this Lease. Lessee shall promptly remove the aircraft and all other items located in the Rented Premises upon actual or constructive receipt of the Removal Notice.

d. Lessee acknowledges and agrees that if Lessee fails to comply with the Removal Notice within ten (10) days from date of said notice, then the contents of the Rented Premises shall be deemed to have been knowingly and intentionally abandoned by the Lessee to the Lessor and Lessor, at its election, may cause any or all contents in the Rented Premises, including but not limited to any aircraft, to either be removed and stored at Lessee’s expense or sold at public auction. The proceeds of any such auction shall be applied (1) first, to any removal, storage, and cleaning costs incurred by the Lessor in connection with the Rented Premises or the contents thereof; (2) second, to any and all back rent, utility charges, fees or other costs or expenses of any kind owed by the Lessee to, or on behalf of, the Lessor; and (3) third, the cost and expense incurred by the Lessor to rent out the Rented Premises. The Security Deposit hereunder may be used, in Lessor’s discretion, to pay for any amount owed or accrued in connection with the

removal, storage, or sale of any property left at the Rented Premises after termination or for the cost of cleaning the Rented Premises after termination.

e. Lessee shall be notified by any means permitted hereunder of any sums obtained from the sale of the property removed from the Rented Premises that are in excess of the amount of (1), (2), and (3), above (“the Excess Funds”). Lessor shall hold the Excess Funds for ninety (90) days, without interest, after the date of the foregoing notice and if the Excess Funds are not claimed by the Lessee during said period, then said Excess Funds shall be deemed to be knowingly and absolutely abandoned and transferred by the Lessee to the Lessor and may thereafter be used to fund or pay for any costs or expenses of the Fairfield County Airport.

f. Electric service for T-Hangars is provided in the T-Hangar bays for casual use and any use of electric service by the Lessee in a T-Hangar which is deemed excessive by the Lessor may, in the Lessor’s discretion, result in the addition of an electric service surcharge to be paid by the Lessee the Monthly Rent is next due.

g. Electric service to Corporate/Box hangars is the responsibility of the Lessee. Lessee must contact South Central Power to place the service in the Lessee’s name and make the appropriate arrangements to pay for the electric service.

h.

IV. COVENANTS OF LESSEE/RENTER

Lessee agrees as follows:

a. To make no alterations to the Rented Premises and to add no fixtures to the Rented Premises without written consent of the Lessor. All fixtures installed or additions and improvements made to the Rented Premises shall, upon termination of this Lease, at Lessor’s election either (1) become Lessor’s property or (2) be removed by Lessee upon notice from Lessor. In either case, however, the Lessee shall not be entitled to any compensation for the property or payment to remove fixtures or alterations.

b. To repay the Lessor the cost of repairs made necessary by Lessee’s negligent or careless use of the Rented Premises.

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

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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 Rented 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 Rented 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 assessed against the Lessor because of Lessee's negligence, carelessness, misconduct, acts or omission of acts.

h. To maintain the Rented Premises at all times in neat and clean condition, refrain from piling boxes, drums or similar items on the outside of the Rented 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 Rented Premises is permitted if in compliance with all OSHA and EPA requirements, rules and regulations.

k. No welding – gas or electric – is allowed in the Rented Premises.

l. No fuel, flammable liquids or other hazardous materials as defined by the Ohio State EPA shall be stored or kept in or on the Rented Premises except that the Lessee make keep no more than eighty gallons of fuel in the Rented Premises 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 Rented Premises.

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

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

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

p. The use of an electric block heater is permitted in the Rented Premises.

q. No unattended space heaters of any nature are permitted to be used in the Rented Premises.

r. Hangar doors will be secured in the closed position at all times the Lessee is not in the Rented Premises, 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 this Lease at the option of Lessor.

t. No unattended private automobiles or other vehicles are permitted to be parked on the ramp at or near the Rented Premises.

u. No business activity relating to aircraft operations for hire will be permitted from the Rented Premises 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

Lessor shall have the right to enter the Rented 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 Rented Premises.

VI. INSURANCE AND INDEMNIFICATION REQUIREMENTS

a. The Lessee shall assume all risks incident to, or in connection with, its operation under this Lease; 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 their respective 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 its 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, 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 with a valid Certificate of Insurance immediately upon acceptance of Lease. 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. 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 Rented Premises, or Airport Properties, due to any negligence, act or omission to act of Lessee.

VII. ACKNOWLEDGEMENT OF FLOOD PLAIN AREA

Lessee acknowledges that the Rented Premises are 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. No items shall be stored in the Rented Premises below 852 feet MSL.

VIII. RIGHT OF TERMINATION

Subject to the terms and conditions of Section III, above, either party may terminate this Lease upon thirty (30) days prior written notice to the other party. Rent shall not be prorated within the month of termination. Notice of termination ("Termination Notice") from the Lessee to the

Lessor must be written or emailed to the Lessor. Notice of termination from the Lessor to the Lessee shall be sent to Lessee's address as set forth in the "Notice" section, below.

IX. MOVING OUT

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

X. SUBLETTING

Lessee shall not at any time assign, sell, convey, or sublet the Rented Premises or any part thereof.

XI. NOTICE

All notices and requests required or authorized under this Lease shall be in writing and sent by regular U.S. Mail to the address for that party as stated in the beginning of this Lease or by email, the receipt of which is acknowledged by the Lessor. The date on which any such notice is mailed shall be deemed the date of the notice. Should either party change addresses, that party shall notify the other party in writing within thirty (30) days after the change. Any notices or communications between the Lessor and Lessee shall be sent to the following:

Notices to the Lessor shall be sent to:

Sundowner Aviation

3430 Old Columbus Road, NW

Carroll, Ohio 43112

or Email: sundowner.aviation@yahoo.com

Notices to the Lessee shall be sent to:

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Email: _____

Any notices given in compliance with this section shall be deemed to have been actually received by the party to which such notice was sent.

XII. PARAGRAPH HEADINGS

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

XIII. GOVERNING LAW

This Lease is a contract executed under and to be construed under the laws of the State of Ohio. Any litigation related to or brought in connection with this Lease shall be brought only in either the Common Pleas or Municipal Courts located in Fairfield County, Ohio and in no other state or federal court.

XIV. WAIVER

Either party's failure to enforce any provision of this Lease 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.

XV. SEVERABILITY

The invalidity of any portion of the Lease shall not affect the validity of the remaining portions thereof.

XVI. ENTIRE LEASE

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

Approved on September 14, 2015

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

By: _____ Date: _____
Lessee

By: _____ Date: _____
Authorized Representative of the Lessor, the Fairfield County Airport Authority

Approved as to Form

By: _____ Date: _____