

(Community / Large) VOLUME HANGAR LEASE AGREEMENT

- A. Rent is due by the 1st of each month by check or money order. No rent statement will be sent. Any check returned as unpaid will be charged a \$30.00 fee.
- B. If an invoice is required, please make the request in writing to the Airport Authority.
- C. Rents not received by the 10th of each month are subject to a late payment fee of \$25.00.
- D. Rent payments not received by the end of each month are subject to Lease termination as stated in Default -Termination clause of this agreement.

IV. MAINTENANCE:

- A. LESSOR: Lessor shall maintain the physical structure, electrical door, passage door/lock and ceiling light. Lessor shall have the right at any time to conduct a random inspection of the hangar to ensure compliance with the lease.
- B. LESSEE: Lessee shall be responsible for any damage to the hangar caused by Lessee's use. All damages shall be reported immediately to the Lessor. Lessee shall not alter the interior or exterior of the hangar without prior written approval by the Lessor whose decision shall be final.

V. LIABILITY:

- A. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Land or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Leased Land, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.
- B. Lessor shall have the right to approve the insurance policy and the company selected. Proof of insurance to be provided to the Lessor prior to or within ten (10) days after execution of this lease. In the event this lease should extend beyond one year, the Lessee shall provide on the annual anniversary of this lease continued proof of insurance in at least the minimum amounts as stated above, with a copy of the insurance policy to be provided to the Lessor.
- C. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business on the leased premises, or its use of the leased premises or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the leased premises.
- D. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

VI. USE OF PREMISES:

- A. The Lessee's use of the premises shall be controlled as follows:
 - 1. Lessee shall possess a valid and current FAA Airmen Certificate to rent a hangar.
 - 2. Lessee shall use the assigned hangar space for the storage of an owned or leased aircraft of the Lessee and for no other purpose. Lessee shall not conduct charter, repair, rental or commercial activities without prior written approval of the Lessor/Agent.
 - 3. Such aircraft must be maintained in an airworthy condition, including but not limited to, having a current annual inspection.
 - 4. No aircraft owner maintenance shall be performed inside the hangar or within any proximity restriction access to the hangar.

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5. Lessee shall not store nor bring on to premises any flammable, toxic or hazardous substances of materials, or conduct any potentially dangerous activities. Additionally, the Lessee shall dispose of trash or other unwanted items properly and shall not discard them in the hangar.
 6. Lessee shall use the lock/key provided and keep the hangar secure outside of the FBO's hours of operation.
- B. Aircraft movement, including extraction from and re-entry to leased space shall be the sole responsibility of the Fixed Base Operator (FBO) and restricted to FBO operating hours.
1. Lessee shall NOT move any aircraft in the Single Volume hangar including their own.
 2. Lessee shall coordinate special written arrangements between the owner and FBO for movement of personal aircraft provided owner and designated ground personnel are certified and trained by FBO to move aircraft.
 - a) Authorized ground movement personnel shall be listed on the written arrangements and owner's insurance.
 - b) Ground movement training shall be an annual requirement.
- C. Lessee shall comply with all local, state and federal laws and comply with the "Standards for Operations at Union County Airport" (copy available <http://www.co.union.oh.us/Airport-Operating-Standards> and on file with Airport Manager.)
- D. Lessee shall NOT assign, sublease, lease or rent the assigned hangar space at any time for any purpose.
- E. Electrical use: Lessee shall notify Lessor prior to connecting any electrical devices and/or equipment to Lessor provided power circuit. Any device deemed unsafe or a potential risk hazard (i.e. engine pre- heaters) to the structure or other aircraft sharing the space will be prohibited from use.

VII. DEFAULT - TERMINATION:

- A. This lease shall terminate on the earliest of the following dates:
1. Expiration of the term of the lease as provided herein.
 2. The Airport Authority reserves the right to terminate month-to-month contracts to engage in annual agreements.
 3. Earlier Termination in the event of a breach of any of the terms and conditions of this agreement as follows:
 - a) It shall be cause for immediate termination without notice or any other proceeding if the rent is not paid by the last day of the month in which it is due. Union County Airport Authority does not send statements.
 - b) Failure of the Lessee to comply with the terms and conditions of this lease and having not reasonably corrected any deficiency known to Lessor within three (3) days after written notice from the Lessor to the Lessee.
- B. Upon the termination of this lease, Lessee shall have three (3) calendar days to remove the airplane and all property contained therein. Following such three (3) day transition period, in the event all personal property has not been removed by Lessee, the Lessor may move to filing a forcible entry and detainer (eviction) action for possession order with the court. Additionally, payment due Lessor will continue to accumulate based on the published monthly rate PLUS late fee as stated in the lease agreement.

VIII. GENERAL PROVISIONS:

- A. NOTICE: Except as otherwise specifically set forth in this Agreement, notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the addresses given above.

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B. Notice shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused.

C. Either party, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. Notwithstanding the foregoing, matters related to ordinary, day-to-day operations may be communicated in any commercially reasonable way.

D. No Oral Modification: No modification of this lease shall be enforceable or valid for any purpose unless the modification is in writing and signed by the Lessor and the Lessee.

E. No waiver of any condition or covenant of this lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this lease shall be construed to be a waiver on the part of the landlord of any right or remedy in law or otherwise.

F. Lessee has completely read, comprehends, and agrees to the Union County Airport Authority Rules & Regulations policies, Single (Community / Large) Volume Hangar (initials)

G. Hangar relocation mid-lease requires a newly signed lease agreement denoting the revised hangar location. If moving aircraft to an available T-Hangar, the T-Hangar lease shall be executed in entirety to include security deposit provisions.

H. No prorated refund will be relinquished to Lessee by vacating a hangar prior to the last day or the month.

IX. LESSOR'S AGENT:

A. From time to time the Lessor may designate an agent to act on behalf of the Lessor and the agent shall be bound by the terms and conditions therein.

B. Lessor contracts management and maintenance of the hangars, inspection authority, and hangar waiting list to SkyVista Aviation.

X. GOVERNING LAW: This lease shall be governed by the laws of the State of Ohio.

XI. **WHEREAS**, the parties have set their hands this _____ day of _____, 2_____.

LESSEE: (Renter)

LESSOR: (Union County Airport Authority)

