

**UNION COUNTY AIRPORT T-HANGER LEASE
Lease Agreement**

_____Annual _____Monthly



LESSOR

LESSEE

UNION COUNTY AIRPORT AUTHORITY	NAME:
760 CLYMER ROAD	PILOT NAME:
MARYSVILLE, OHIO 43040	ADDRESS
PHONE (937)-644-2055	CITY, STATE, ZIP
	PHONE:
	E-Mail:
	Pilot License #

TERM OF LEASE: New Renewal

From _____ to _____

AMOUNT OF RENT (Monthly): \$ _____ .00

TOTAL OF RENTS (Annual): \$ _____ .00

SECURITY DEPOSIT \$ _____ .00

RECEIVED BY: (name) _____ DATE: _____

Payable to Lessor:

UNION COUNTY AIRPORT AUTHORITY AT ABOVE ADDRESS

Airplane Make:	Owner:
Airplane Model:	Phone:
N Number:	Insurance Company:
Annual/Condition Inspection Date:	Insurance Effective Dates:
Date of Last Registration	

I. REQUIRED INSURANCE MINIMUMS:

- A. BODILY INJURY/LIABILITY: \$100,000 per Person, \$300,000 per Occurrence
- B. PROPERTY DAMAGE: \$300,000 per Occurrence

II. SECURITY DEPOSIT:

- A. For new tenants, a security deposit in the amount of the first full month's rent shall be received along with the first month rent payment prior to Lessee possession of the hangar.
- B. Agreement renewals will not require an additional security deposit.
- C. The security deposit may be applied to the final month's rent or refunded to the Lessee following inspection of the vacated hangar.

III. RENT PAYMENTS:

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

IV. MAINTENANCE:

- A. LESSOR:
 - 1. Lessor shall maintain the physical structure, electrical door, passage door/lock and ceiling light.
 - 2. 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 the 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: Lessor hereby expressly disclaims any and all liabilities for any injuries, accidents or damage to the aircraft and possessions stored in the hangar.
- B. LESSEE: Lessee shall be liable for any damage to the Lessor's property and/or stored aircraft arising from Lessee's use. Lessee must maintain a valid insurance policy with at least the minimum limits as stated in Paragraph I at all times, with the Lessor listed as additional named insured. Lessee will provide a copy of said policy to the Lessor.
 - 1. The 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.
 - 2. 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.
 - 3. Lessee shall indemnify and hold harmless the Lessor, its officers, employees and agent against expense of any kind regarding any claims, demands or liability which may arise out to the Lessee's presence upon the airport of activities of the Lessee.
 - 4. Lessee shall be liable for any damage to Lessor's property and/or stored aircraft arising from the Lessee's use of the premises for any purpose.

VI. USE OF PREMISES: The Lessee's use of the premises shall be controlled as follows:

- A. Lessee is a licensed pilot with a current medical and biannual flight review.
- B. Lessee shall use the assigned hangar for the storage of an owned or leased aircraft of the Lessee.

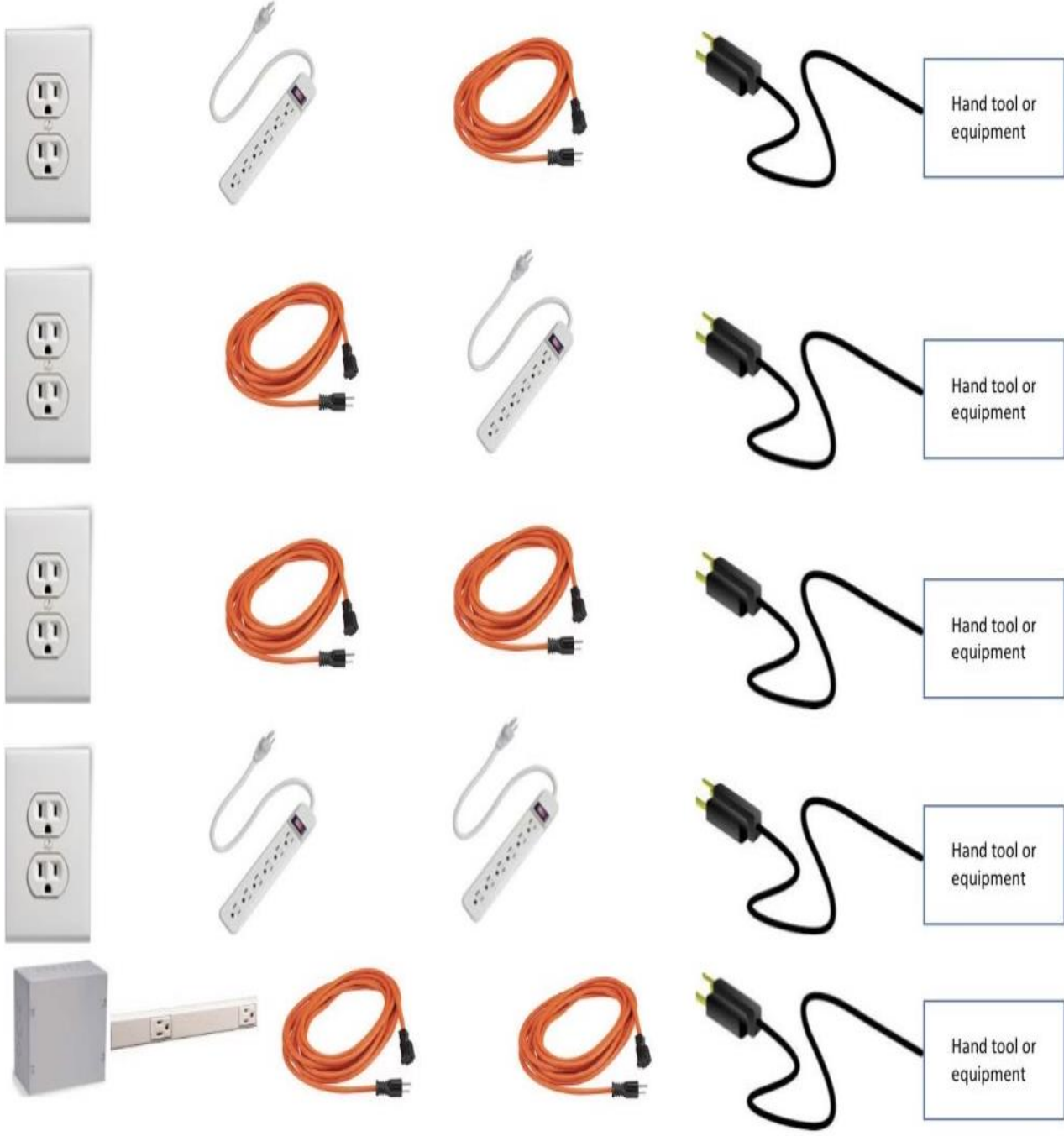
- C. Lessee aircraft building projects (kits, modifications, experimental) are permitted for five years. If the project takes longer than the specified period, the UCAA can increase rates to the local area storage unit (for size equivalent) rate until such time as the project is certified for flight under FAR's 21.191, 21.193, 21.195 and 91.319.
- D. If such an aircraft is not stored at any time, without the express authorization of the Airport Authority, it shall be a breach of this Agreement and cause for the immediate termination after notice as provided herein.
- E. Such aircraft must be maintained in an airworthy condition, including but not limited to, having a current annual inspection.
- F. No maintenance shall be performed in the hangar except such minor work that would be done by an owner without benefit of an aircraft mechanic. Lessee shall not conduct charter, repair, rental, or commercial activities without prior written approval of the Lessor/Agent.
- G. Lessee shall store flammable, toxic or hazardous substances of materials, or conduct any potentially dangerous activities in accordance with Occupational Safety and Health Administration (OSHA) standards 1626.152(a) and all subparts of the regulation.
 - 1. Approved safety cans or Department of Transportation approved containers shall be used for the handling and use of flammable liquids in quantities of 5 gallons or less.
 - 2. For quantities of one gallon or less, the original container may be used, for storage, use and handling of flammable liquids.
 - 3. No more than 25 gallons of flammable liquids shall be stored in a room outside of an approved storage cabinet.
 - 4. Quantities of flammable liquid in excess of 25 gallons shall be stored in an acceptable or approved cabinet.
 - 5. Auto gas may only be stored in Lessee hangar if stored in an OSHA approved flammable cabinet.
- H. Lessee shall keep the hangar clean and free of trash. Any trash containers, if used, must be emptied on a regular basis.
- I. Lessee shall use lock/key provided and secure hangar when unattended.
- J. 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.)
- K. Lessee shall not use the premises for any activity that has not been authorized by the lease or by written authority by the Lessor.
- L. Lessor has the right to inspect Lessee T-Hangar without notice to ensure compliance with all contractual, safety and maintenance obligations.

VII. SUBLEASE: Lessee shall NOT assign, sublease, lease or rent the assigned hangar at any time for any purpose.

VIII. ELECTRICAL USE: Lessee shall register all electrical devices and/or equipment connected to Lessor provided power circuit. Any device unregistered, unapproved or deemed unsafe by Lessor (i.e. engine/plane heaters) shall be removed.

- A. Use of electrical surge protectors:
 - 1. The use of surge protectors when connected to and used with extension cords, are prohibited
 - 2. The image pictorially illustrates the improper use of power stripe surge protectors.

These are **NOT** acceptable combinations of extension cords and power strips



- IX. DEFAULT - TERMINATION: This lease shall terminate on the earliest of the following dates:
 - A. Expiration of the term of the lease as provided herein.
 - B. The Airport Authority reserves the right to terminate month to month contracts to engage in annual agreements for same T-Hangar unit. The Airport Authority shall provide minimum thirty (30) day advance notice of monthly contract termination to lessee.
 - C. Deposit for monthly rental shall be returned in full provided all provisions of the lease agreement have been satisfied and the T-Hangar is vacated in satisfactory condition.
 - D. Earlier Termination in the event of a breach of any of the terms and conditions of this agreement as follows:
 - E. 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.
 - F. 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.
 - G. Upon the termination of this lease, Lessee shall have three (3) days to remove the airplane and all property contained therein and broom clean the entire interior after which time Lessor shall have the right to remove said items without further obligation or liability. Any expenses incurred in the process shall be the responsibility of the Lessee.
 - H. Following the three (3) day property removal period, the Union County Airport Authority reserves the right to deny access to the hangar in default until all payments are current and up to date. Unauthorized or forcible entry will be prosecuted to the fullest extent of the law. Where a judgement is received the amount of the judgement shall be held as a lien against the property of the owner. Additionally, the contents of the hangar including the aircraft may be subject to liquidation to recovery all payments in default. Finally, the contents may be removed and placed in other storage pending liquidation.

X. CONDITION: Lessee accepts the premises in good condition as otherwise noted:

XI. GENERAL PROVISIONS:

- A. NOTICE
 - 1. All notices for the agreement shall be by personal delivery from the Lessor to the Lessee, or by posting the notice at the leased premises at the airplane hangar which is the subject of the terms of this lease or at the option of the Lessor by certified mail, return receipt requested, or by certified mail at the address provided herein.
 - 2. The Lessee shall keep the Lessor advised of any change of address. In the event the Lessee does not notify the Lessor of a change of address or fails to claim certified mail notice, no further notice shall be required.
 - 3. No Oral Modification: No modification of this lease shall be enforceable of valid for any purpose unless the modification is in writing and signed by the Lessor and the Lessee.
- B. 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.

XII. Lessor has completely read, comprehends, and agrees to the Union County Airport Authority Rules & Regulations policies. ___(initials)

XIII. Hangar relocation mid-lease requires a newly exercised lease agreement denoting the revised hangar location. No additional security deposit or security deposit refund will be required or received when relocating to a "like" hangar having the same lease rate. Additional security deposit WILL be required if relocating to an upgraded hangar.

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

XV. 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.

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

WHEREAS, the parties have set their hands this _____ day of _____, 20_____.

LESSEE: (Renter)

LESSOR: (Union County Airport Authority)

