

**ASHTABULA COUNTY AIRPORT AUTHORITY
HANGAR SPACE RENTAL AGREEMENT**

This Hangar Space Rental Agreement (**Agreement**) is made and entered into at Jefferson, Ohio this ____ day of _____, _____, by and between **ASHTABULA COUNTY AIRPORT AUTHORITY**, hereinafter referred to as the **Lessor**, and _____, hereinafter referred to as the **Lessee**.

1. **Grant.** Subject to the terms and conditions of this Agreement, Lessor hereby leases unto the Lessee a portion of the aircraft hangar building located on the grounds of the Northeast Ohio Regional Airport commonly known as _____ (**Hangar Space**).
2. **Lease Term.** This Agreement shall be for a period of one (1) calendar year, or any portion thereof, commencing on _____ (**Commencement Date**), and terminating, unless sooner terminated pursuant to the terms herein, on December 31st of the same calendar year as the Commencement Date (**Term**).

THERE IS NO AUTOMATIC RENEWAL OF THIS AGREEMENT. TO MAINTAIN THE UNINTERRUPTED RIGHT TO STORE/PARK LESSEE'S AIRCRAFT IN THE HANGAR SPACE, A NEW HANGAR SPACE RENTAL AGREEMENT MUST BE COMPLETED AND SUBMITTED TO LESSOR ON OR BEFORE TERMINATION OF THIS AGREEMENT ON DECEMBER 31ST OF THE SAME CALENDAR YEAR AS THE COMMENCEMENT DATE.

3. **Rent.**

A. The primary rent for the use of the Hangar Space for the lease Term shall be the sum of \$_____ per month, payable in advance by Lessee to Lessor on the first (1st) day of each month of the Term.

B. Lessee agrees to pay as additional rent during the lease Term all utilities that may be separately metered in the Hangar Space, if any, including but not limited to, charges for use of electricity. The Parties acknowledge that only certain of the Hangar Spaces are individually metered for utilities. If Lessee's Hangar Space is so individually metered, then Lessee agrees to pay all utility usage charges directly to the appropriate utility and Lessee also agrees to have said utilities placed into Lessee's name at Lessee's expense, immediately upon execution of this Agreement.

C. Lessee agrees that if payment of rent is not delivered to Lessor by the twenty first (21st) day of each month, or if Lessee fails to pay on a timely basis any separately metered utilities as set forth hereinabove, then Lessee shall be deemed to be in default of this Agreement.

D. Subject to Section 23 (B.) herein, the Lessee shall not be obligated to pay rent during any day that the Airport's runway is out of service for construction purposes. The service outage of the Airport's runway shall be determined by the Airport Manager and/or the Board of Trustees of the Ashtabula County Airport Authority who will notify all tenants of same.

4. Security Deposit. The Lessor has adopted criteria to determine which tenants will be required to pay a security deposit. Based upon that criteria, Lessee hereby deposits the sum of \$ 0 (either one month rent or zero). The security deposit either will be credited toward the last month's rent for the Hangar Space pursuant to this Agreement, or returned to the Lessee at the end of the lease term, as determined by the sole discretion of Lessor. The security deposit shall not accumulate interest during the Term of this Agreement.

5. Permitted Use-Evidence of Airworthiness of Aircraft.

A. The Hangar Space shall be used by Lessee solely for the purpose of storing/parking the following described aircraft: _____ (**Aircraft**). If Lessee desires to use the Hangar Space for a different Aircraft owned or leased by Lessee in place of the Aircraft described herein (**Substitute Aircraft**), Lessee may do so, provided that Lessee has obtained the prior written consent of Lessor to do so. In the event that Lessee is permitted to park a Substitute Aircraft, all provisions of this Agreement shall be applicable to such Substitute Aircraft, except that Rent may be modified to reflect the current rent applicable to the type of Substitute Aircraft.

B. Lessor represents that the aforementioned Aircraft is owned by the following individual or entity: _____.

C. Should Lessee desire to use any portion of the Hangar Space to store non-aviation items of personal property, Lessee agrees first to submit a written description of same to Lessor for Lessor's prior written approval.

D. Upon execution of this Agreement, Lessee shall demonstrate the airworthiness of all Aircraft stored/parked in Lessee's Hangar Space by providing Lessor with a copy of the annual inspection entry in the log book of each Aircraft.

IF AN ANNUAL INSPECTION LOG BOOK ENTRY IS NOT PROVIDED BY LESSEE FOR EACH AIRCRAFT IN LESSEE'S HANGAR, LESSEE UNDERSTANDS AND AGREES THAT LESSEE WILL BE CHARGED SALES TAX ON LESSEE'S HANGAR SPACE FOR STORAGE OF AN AIRCRAFT WHICH IS NOT AIRWORTHY, AS REQUIRED BY OHIO LAW.

6. **Applicable Rules And Surrender of Hangar Space.**

A. Lessee's permitted use of the Hangar Space, shall be in accordance with and comply with all present and future laws, statutes, ordinances, requirements, orders, directives, codes, rules and regulations of all state, federal, municipal and other agencies or bodies having jurisdiction relative to the use and occupancy of the Hangar Space, including, without limitations, all applicable rules and regulations of the Federal Aviation Administration, State of Ohio, **policies and procedures of the Ashtabula County Airport Authority, and the Ashtabula County Airport Rules and Regulations.**

B. Upon termination of this Agreement, by expiration or otherwise, the Lessee shall immediately surrender possession of the Hangar Space and immediately shall remove at Lessee's sole expense, the Aircraft and all other items of personal property therefrom, leaving the space in the same condition as when received, ordinary wear and tear excepted.

7. **Prohibited Uses.** Lessee shall not conduct any commercial activity or any other unauthorized activity of any kind from, in, or around the Hangar Space or on Airport property, without the prior written consent of Lessor. Lessee shall not use or allow another person or entity to use, store, treat, manufacture or dispose of hazardous materials or substances (as defined pursuant to any applicable federal, state, or local governmental or quasi-governmental law, statute, code, ordinance, rule, regulation or Airport policy) in, on or about the Hangar Space. If Lessee violates the provisions of this section, Lessor may, but is under no obligation to, remedy such violations at Lessee's sole cost and expense, and Lessee shall reimburse Lessor for such cost and expense upon demand, and such costs and expenses shall be considered additional rent under the terms of this Agreement.

8. **Right of Inspection.** Lessor reserves the right to enter the Hangar Space at any time, without notice to Lessee, for the purpose of inspecting the Hangar Space and/or performing maintenance.

9. **Assignment and Subletting.** Lessee shall not assign this Agreement, or any interest in the Hangar Space, or otherwise transfer or sublet the Hangar Space, or any part hereof, or permit the use of any portion of the Hangar Space by any party other than Lessee, without the prior written consent of the Lessor. No assignment or subletting of this Agreement, or occupancy by a permitted occupant, shall in any way relieve Lessee from Lessee's obligations under this Agreement.

10. **As Is Condition.** Lessee agrees to accept the Hangar Space in an "As Is" condition.

11. Alterations. Lessee shall not install any signs or fixtures inside or outside of the Hangar Space, or make any alterations, additions or improvements (**Alterations**) to the Hangar Space, without prior written approval of Lessor. Lessee shall pay all costs associated with any approved Alterations and shall keep the Airport property and Hangar Space free from any liens, claims and/or encumbrances, and shall indemnify and hold Lessor harmless from and against all loss, cost and expense including, without limitation, reasonable attorney's fees, arising out of or resulting from Lessee's approved Alterations. All alterations made to the Hangar Space shall become Lessor's property and shall remain in the Hangar Space at the termination of this Agreement, however terminated, without compensation or payment to Lessee, unless Lessor requests that Lessee remove such Alterations upon the expiration of this Agreement, which Lessee agrees to do at Lessee's sole cost and expense.

12. Keys and Locks. Lessor shall issue to Lessee, upon execution and approval of the Agreement (i) key(s) to Lessee's Hangar Space, and (ii) a key fob(s) to the terminal lobby for use during unattended periods of operations for the purposes of flight planning and restroom use. Lessee agrees not to duplicate either the key(s) or key fob(s) and further understands and agrees that Lessee is responsible for and all activity, intended or otherwise, which results from the use of the key(s) and/or fob(s) by Lessee and Lessee's guests. Lessee agrees to notify Lessor immediately of any lost or stolen key(s) or key fob(s) and further agrees that in that event, the Lessor will replace the lost key(s) or key fob(s) at a cost of \$100.00 payable by Lessee.

13. Parking. Lessee agrees to use only identified parking areas for daily access to the Hangar Space. Motor vehicle access to and parking within the Hangar Space is permitted in accordance with the Airport policies and procedures and the Ashtabula County Airport Rules and Regulations.

14. Liability. Lessee understands and agrees that the use of the Hangar Space, the Aircraft, and all contents in the Hangar Space are under the sole control of the Lessee, and Lessor shall not at any time be liable for any damage to the Aircraft or any property stored, placed or located in or at the Hangar Space, except to the extent that any of the foregoing liabilities are caused by Lessor's negligence. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee, or anyone claiming through or under Lessee, by way of subrogation or otherwise for any injury or death, or loss or damage to persons or property, which occurs in, on, or about the Hangar Space and which results or arises from the actions or inactions of Lessee, or the exercise of Lessee's rights hereunder. Lessee shall be liable to Lessor for any and all damage to the Hangar Space and the premises of Lessor caused by the actions or inactions of Lessee or Lessee's invitees.

15. Indemnification. Lessee shall indemnify, defend and save harmless Lessor, its agents, employees, trustees, officers, directors and contractors from and against any and all loss, cost (including attorney's fees), damage, expense and liability (including statutory liability) arising from or in connection with (i) Lessee's use of, occupancy of, or activities in or about the Hangar

Space; (ii) any breach or default by Lessee of the provisions of this Agreement; (iii) any negligent act or willful misconduct by Lessee, and Lessee's agents, employees, invitees and contractors, except to the extent that any of the foregoing liabilities are caused by Lessor's negligence or willful misconduct. This provision shall survive termination of this Agreement.

16. Insurance. In addition to any insurance Lessee may be required to procure pursuant to applicable laws, Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of Aircraft Liability Insurance coverage with a reasonable aviation insurance carrier licensed to do business in the State of Ohio and listing the Aircraft owner as the named insured and listing the Ashtabula County Airport Authority and the Lessee, if different from the owner of the Aircraft, as additional insureds and same shall contain the following minimum coverages:

A. Owned Aircraft Liability: Combined single limit bodily injury and property damage coverage of \$1 million each occurrence with passengers limited to \$100,000 each passenger.

B. Airport Premises Liability: Combined single limit bodily injury and property damage coverage of \$1 million each occurrence. Premises liability must include liability arising from or out of the ownership, maintenance, use and/or operation of mobile equipment while on airport premises.

SUCH POLICIES OF INSURANCE SHALL BE NON-CANCELABLE AND NOT SUBJECT TO MATERIAL CHANGE EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO LESSOR. LESSEE SHALL DELIVER TO LESSOR AT LESSEE'S EXPENSE DULY EXECUTED CERTIFICATES OF INSURANCE SETTING FORTH THE AFORESAID KEEPING SAME CURRENT DURING THE LEASE TERM AND EACH AND EVERY EXTENSION OR RENEWAL OF THIS AGREEMENT. LESSEE SHALL, FOLLOWING A CHANGE OF AIRCRAFT, ADDITION OF AN AIRCRAFT, OR ANY OCCURRENCE THAT AFFECTS THE COVERAGE OF AN AIRCRAFT, FURNISH TO LESSOR EVIDENCE OF INSURANCE COVERAGE IN THE FORM OF A CERTIFICATE OF INSURANCE STATING THE NAME OF THE INSURED, THE AIRCRAFT INSURED, THE AMOUNTS OF COVERAGE PROVIDED AND THE NAMES OF ALL ADDITIONAL INSUREDS, AS REQUIRED HEREIN.

17. Default, Remedies and Surrender of Premises. If Lessee shall fail to pay the Rent or any other charges due hereunder, or if Lessee shall fail to observe or perform any of the terms, covenants or conditions of this Agreement for ten (10) days after written notice from Lessor thereof, then in any of such cases Lessor may at its option, without notice to Lessee, terminate this Agreement, and upon the termination of this Agreement, Lessee shall surrender possession of the Hangar Space to Lessor and remove therefrom all of said property and Aircraft, and if such possession be not immediately surrendered, Lessor may immediately enter said Hangar Space and remove said Aircraft and all other property therefrom, using such force as may be

necessary without being deemed guilty of trespass or breach of peace or forcible entry and detainer and Lessee expressly waives the service of any notice of intention to reenter the Hangar Space or the institution of legal proceeding to that end. The receipt of money by the Lessor from Lessee after termination of this Agreement or after the giving of any notice by Lessor shall not reinstate, continue or extend the term of this Agreement or affect any notice given to Lessee prior to the receipt of such payment, and it is agreed that after service of notice or commencement of suit, or after judgment for possession, Lessor may receive rent due and the payment thereof shall not waive or affect said notice, suit or judgment. It is further agreed that Lessor shall be entitled to all remedies, rights and causes of action associated with restoration of the premises including, but not limited to, reasonable costs to restore the premises to the condition it was originally received by Lessee; removal, storage, disposal or sale of abandoned items of property; continued rent through the balance of the Agreement term or until the premises reasonably can be restored to Lessee in a condition that it can be re-rented, whichever comes later; court costs and attorney fees reasonably necessary; and interest at the statutory judicial rate relating back to the date the default, delinquency, remedy or damage was incurred.

18. Notices. Any notices required to be given under this Agreement shall be given in writing and shall be deemed given three (3) days after being deposited as certified mail, postage prepaid, return receipt requested, in the United States mail or the same day as personally delivered, addressed to Lessor or Lessee at its address set forth below, or at such different address as Lessor or Lessee shall advise the other party in writing:

If to Lessor:	If to Lessee:
<u>Ashtabula County Airport Authority</u>	_____
<u>2382 Airport Road</u>	_____
<u>P.O. Box 379</u>	_____
<u>Jefferson, Ohio 44047</u>	_____

IT IS THE LESSEE' S RESPONSIBILITY TO NOTIFY THE LESSOR IN WRITING OF ANY CHANGE OF ADDRESS OR OTHER CONTACT INFORMATION FOR NOTICE PURPOSES.

19. Early Termination. NOTWITHSTANDING ANY TERM OR PROVISION HEREIN, EITHER PARTY TO THIS AGREEMENT SHALL HAVE THE RIGHT AT ANY TIME DURING THE TERM HEREOF TO TERMINATE THIS AGREEMENT BY GIVING THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY, MAILED OR DELIVERED, IN WRITING, TO THE OTHER PARTY. UPON RECEIPT

OF SUCH NOTICE OF TERMINATION, THE LESSEE SHALL VACATE THE HANGAR SPACE AND REMOVE, AT LESSEE'S SOLE COST AND EXPENSE THE AIRCRAFT AND ALL OF LESSEE'S PERSONAL PROPERTY THEREFROM, LEAVING THE HANGAR SPACE IN THE SAME CONDITION AS WHEN RECEIVED, ORDINARY WEAR AND TEAR EXCEPTED. LESSEE WILL SURRENDER ALL KEYS FURNISHED TO IT BY LESSOR. LESSOR MAY REMOVE LESSEE'S AIRCRAFT AND ANY OF LESSEE'S PROPERTY FROM THE HANGAR SPACE NOT REMOVED BY LESSEE AT THE TERMINATION OF THIS AGREEMENT, WITHOUT LIABILITY FOR LOSS OR DAMAGE THERETO.

20. Miscellaneous Provisions. The Lessee further specifically agrees to the following terms and conditions.

- A.** This Agreement includes only the Hangar Space specifically described herein, and confers no rights on Lessee respecting any other property owned by the Lessor.
- B.** Lessee shall not start the engines of the Aircraft inside the Hangar Space.
- C.** Lessee is encouraged to state complaints, or ask questions of the Board of Trustees of the Ashtabula County Airport Authority, all of which must be directed to the President of the Board of Trustees, in writing.
- D.** Lessee acknowledges that the Airport has a video surveillance system in place for security of the tenants, employees, visitors and the general public.

21. Abandonment. Lessee shall not have the right, and nothing herein shall be read as granting any such right, to abandon any item of personal property including, but not limited to the Aircraft. In the event, after the termination of this Agreement by either expiration, default or any other means, Lessee leaves behind, fails to remove, or abandons, for thirty (30) or more days, any item of personal property including, but not limited to, the Aircraft utilizing this Agreement, the parties specifically acknowledge, agree and stipulate that Lessee shall be deemed to have waived and relinquished any and all legal and equitable claim, right or interest in such item and will, as a matter of law, be deemed to have abandoned same. The parties further specifically acknowledge, agree and stipulate that Lessor, thereupon, and without the necessity or benefit of notice of any kind to any person, shall have the complete, total and unfettered right to move, sell, or otherwise dispose of such abandoned item(s) without the need or requirement to account for or distribute any means, proceeds or portion thereof, to Lessee. The parties further specifically acknowledge, agree and stipulate that Lessee shall be liable and responsible to Lessor for any reasonable expenses, damages or costs incurred in regard to same and, further, the continuation of rent as if the abandoned item(s) had been subject to a continued Hangar Space or Tie-Down Agreement.

22. Nondiscrimination. The Lessee for Lessee, Lessee's personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: **(i)** no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; **(ii)** that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and, **(iii)** that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, Airport Owner (Lessor) shall have the right to terminate the lease (Agreement) as if said lease (Agreement) had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

23. Service Conditions/Interruptions.

A. Lessee is hereby notified that certain upgrades to the Airport are scheduled and/or tentatively scheduled during this and future calendar years. There may be service interruptions while Airport construction, maintenance and field work are being conducted. Notices will be posted providing the estimated duration and impact of service interruption whenever possible. The Lessor reserves the right to declare emergency service interruption(s) with minimal notification, for emergency Airport construction, maintenance and field work, as needed. Should Airport construction, maintenance and field work require relocation of your aircraft, shortening of the runway length, or closing of the airport, the Lessor will make reasonable efforts to minimize the effects by scheduling the work to have the least impact on the majority of airport tenants.

B. Tenants have the option to remain at the Airport and use their designated hangars rent-free, during the period of time that the Airport's runway is out of service. If Lessee selects this option, it is agreed and understood that all terms of this Agreement remain in full force and effect.

C. Lessee agrees to release and to hold Lessor harmless from any and all losses, costs or expenses incurred by Lessee, directly or indirectly, by reason of Lessee's selection of this option.

24. Prohibition Against Text Messaging. Lessee understands and agrees that Lessee will not text message while operating a motor vehicle, or any motorized equipment or vehicle, on Airport property. Text messaging is defined as reading from or entering data into an electronic device either hand-held or affixed in any vehicle or equipment.

25. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. In the event that any provision of this Agreement is determined to be invalid, unenforceable or against public policy by a court of competent jurisdiction, then that provision will be null and void and this Agreement will continue pursuant to the remaining provisions of this Agreement.

26. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Ohio, regardless of its place of execution. Any actions, suits or claims that may arise pursuant to this Agreement shall be brought in Ashtabula County, Ohio.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same Agreement. The parties agree that a facsimile may be executed as an original.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names, this on the dates set forth hereinafter.

LESSOR:

LESSEE:

**ASHTABULA COUNTY AIRPORT
AUTHORITY**

BY: _____

BY: _____

Name: _____
Print

Name: _____
Print

Title: _____

Title: _____

Date: _____

Date: _____