

E. Lessee shall provide written verification that the Aircraft stored/parked in Lessee's Hangar Space has been registered with the Office of Aviation, Ohio Department of Transportation (ODOT), as required by O.R.C. 4561.17 and O.R.C. 4561.18. A copy of the ODOT registration form is attached.

F. 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. Mutual Waiver of Subrogation. Lessor hereby releases Lessee, and Lessee hereby releases Lessor and its respective partners, trustees, principals, members, officers, agents, employees and servants, from any and all liability for loss, damage or injury to the property of the other in or about the Hangar Space or the property of Lessor which is caused by or results from a peril or event or happening which is covered by insurance actually carried and in force at the time of the loss by the party sustaining such loss; **provided, however**, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby.

17. 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 named 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.

18. 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.

19. 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:

D. Lessee acknowledges that the Airport has a video surveillance system in place for security of the tenants, employees, visitors and the general public.

22. 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 the payment of any reasonable expenses, damages or costs incurred in regard to same, and further, Lessee shall be responsible to pay Lessor for the continuation of rent as if the abandoned item(s) had been subject to a continued Hangar Space Agreement.

23. 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.

24. Service Conditions/Interruptions.

A. Lessee is hereby notified that certain upgrades to the Airport may be 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.

25. 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.

26. 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.

27. Entire Agreement. This Agreement constitutes the sole agreement of the Parties hereto and supersedes any prior understanding or written or oral arguments between the Parties respecting the within subject matter. Lessor has made no representations or promises with respect to the Hangar Space.

28. No Waiver. No waiver by Lessor of any breach of any provisions of this Agreement shall be deemed to be a waiver of any breach of the same or any other provision. The granting of any consent by Lessor to any act of Lessee requiring the Lessor's consent under the terms of this Agreement, or the failure on the part of Lessor to object to any such action taken by Lessee without Lessor's consent, shall not be deemed a waiver by Lessor of its right to require such consent for any further similar act by Lessee.

29. 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.

30. 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: _____

Name: Brad Houston

Print

Print

Title: _____

Title: Owner

Date: _____

Date: _____

Ohio Aircraft Registration – Renewal by Mail

Please complete this page and mail this notification along with payment (if applicable) to renew your aircraft registration.

Registration By Mail:

To renew by mail, complete this form along with payment (if required) and mail to:

Aircraft Registration
Office of Aviation
2829 W. Dublin-Granville Rd.
Columbus, OH 43235

Payments may be made by check or money order.

Registration must be received online or postmarked by Jan 31st to avoid potential fines of up to \$500.

Additional information is available at: www.transportation.ohio.gov/programs/aviation

Contact the Office of Aviation at 614-387-2356 for assistance or by

email at ODOT.Aircraft.Registration@dot.ohio.gov

Section I – Ownership & Aircraft Detail

Please verify the following information is correct. If your aircraft has been sold, complete Section 1a only and mail this form to our office.

FAA N Number:

Owner or Company:

Address:

a. The information listed above matches the FAA Federal Registration for my aircraft.

b. The information listed above does not match the FAA Federal Registration for my aircraft.

If checked, please indicate changes below:

Section I a. – Sold Aircraft (if applicable) – No Fee Required

I certify that my aircraft listed in this notification has been sold and the FAA registration has been transferred.

Section II – Aircraft Location

Airport Based

Based Out of Ohio **No Fee Required**

Enter Airport Identifier:

Not Airport Based

Enter Physical Location

Must include full physical address – street (cannot be PO Box), city, zip code

Section III – Aircraft Registration Fee - Please submit the registration fee listed on your notification unless one of these No Fee or Flat Fee conditions apply to your aircraft. The registration fee is based upon a rate of fifteen dollars per seat, based on the manufacturer's maximum listed seating capacity. This application must be submitted regardless of whether payment is required or not. Payment may be made by check or money order. Make payable to "Treasurer State of Ohio".

Non-Airworthy **No Fee Required** Destroyed/Scrapped **No Fee Required** Government Aircraft **No Fee Required**

Balloon/Glider **Flat Fee Required** \$15.00 fee per aircraft

Section IV – Certification

I certify that the information on this form is a true and accurate representation of my Aircraft Registration status.

Signature:

Date:

Section V – Request for Aeronautical Chart/Airport Directory

I request a copy of the 2022/2023 Ohio Aeronautical Chart for this aircraft.