

## PLANE PORT LEASE AGREEMENT

This agreement entered into this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ by and between The Madison County Executive Airport Authority, herein called Lessor, and \_\_\_\_\_ herein called Lessee.

The following terms and conditions shall govern the rental by Lessor of Plane Port Space to Lessee.

- 1. TERMS:** This agreement shall commence on \_\_\_\_\_ and remain in effect for a period of one month. Thereafter, this agreement shall continue in effect from month to month, being automatically renewed after each month unless 30 days notice is given by either party that the agreement should not be renewed.
- 2. RENT:** Lessee shall pay, as rent for the use of the described Plane Port, the amount of \$\_\_\_\_\_ per month, payable in advance on the first day of each month. Rent may be changed from time to time by Lessor upon 30 days written notice to Lessee.
- 3. PREMISES:** The premise leased shall be the Plan Port located on Bolling Road, Meridianville, Alabama premises at The Madison County Executive Airport, designated as Plane Port # \_\_\_\_\_, together with reasonably necessary rights of access across Lessor's adjoining areas.
- 4. MAINTENANCE OF PREMISES AND SERVICES TO BE PROVIDED:** Lessor will maintain the structural components of the Plane Port. In addition, Lessor's employees (circle one) will, will not, on request, provide the service of moving Lessee's aircraft in and out of the Plane Port.

Lessee shall be responsible and liable for any damage to the Plane Port caused by Lessee's use.

- 5. LIABILITIES:** Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored in the Plane Port, except for such damage as may be caused by movement of the aircraft by Lessor's employees, except that if Lessee participates in any way or gives instructions to Lessor's employees, Lessor shall not be liable for any way for damage to the aircraft. Lessee shall be liable for any damage to Lessor's property and/or other stored aircraft arising from Lessee's negligence including but not limited to: the carrying on of unauthorized activities in the Plan Port or the storage of flammables in the Plane Port and/or aircraft other than fuel and oil in the aircraft tanks.
- 6. INSURANCE:** Lessee shall procure and maintain during the term of this Agreement comprehensive public liability and property damage insurance in a minimum amount of \$100,000.00 for each injured person, to a maximum of \$100,000.00 for any single incident. Lessee shall name Lessor as an additional insured, and provide a copy of the certificate of insurance to Lessor.
- 7. ANNUAL INSPECTION:** Lessee's aircraft must be in annual inspection and license, not to exceed 90 days from required date.
- 8. USE OF PREMISES:** The Plane Port hereby leased shall be used only for the storage of aircraft and only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the plane port except for such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities will be conducted on The Madison County Executive Airport premises without express approval of Lessor. This includes, but is not limited to, aircraft rental, charter, leasing, flight instruction, aerial survey/photography work, etc. The Lessee shall abide by all Airport Authority's Rules and Regulations.

**9. SUBLEASE/ASSIGNMENT:** The Plane Port hereby rented will not be subleased by Lessee, nor will this lease be assigned without the express approval of Lessor. Storage of aircraft not belonging to, or lease by Lessee, shall be construed as a sublease and unless approved by Lessor shall be grounds for termination of this lease.

**10. TERMINATION:** This agreement may be terminated by either party upon 30 day written notice of non-renewal as provided for in Paragraph 1 above. In addition, Lessor may terminate this agreement during the course of a monthly term upon occurrence of any of the following which shall constitute a breach of this lease agreement by Lessee:

--Rent is not paid by the 10<sup>th</sup> of the month.

--Lessee has failed to comply with any condition of this lease and has not reasonably corrected the deficiency upon notice by Lessor.

In the event of such breach, Lessor shall notify Lessee of termination in writing. Lessee shall have three (3) days to remove his aircraft from the Plane Port, after which Lessor is hereby specifically authorized to move the aircraft, without any further obligation to Lessee or liability for aircraft removal.

**11. SECURITY:** Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of applicable airport security regulations and measures.

Security of the Plane Port itself shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Plane Port. Lessor agrees that the key will be used by Lessor only in case of an emergency, or to facilitate servicing of the aircraft in accordance with Lessee's instructions. Lessor shall not be liable for theft, vandalism, or pilferage to any items stored in the Plane Port except Lessee's aircraft and then if and only if it can be shown that the Plane Port had a functional lock or locking device and was left unsecured by Lessor's employees after having been opened or unlocked using the key provided Lessor in accordance with this paragraph.

**LESSOR:**  
The Madison County Executive Airport  
Authority

**LESSEE:**

By: \_\_\_\_\_

By: \_\_\_\_\_