

STATE OF ALABAMA  
COUNTY OF MADISON

GENERAL AVIATION T-HANGAR LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE MADISON COUNTY EXECUTIVE AIRPORT AUTHORITY, an Alabama public corporation, hereinafter referred to as "Airport Authority," and \_\_\_\_\_, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Airport Authority is the owner and operator of The Madison County Executive Airport, located in Madison County, Alabama, and, in connection therewith, has constructed certain T-hangars; and

WHEREAS, Airport Authority and Lessee are mutually desirous of entering into an agreement whereby Lessee leases a T-Hangar from Airport Authority, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants, privileges, obligations and provisions herein contained, Airport Authority and Lessee agree as follows:

Airport Authority hereby leases to Lessee, and Lessee hereby leases from Airport Authority that certain real property, together with improvements thereon, hereinafter referred to as the "Property," and more particularly identified as T-hangar number \_\_\_\_\_ on the layout plan which is attached hereto as Exhibit "A" and incorporated by reference therein.

TERM

The term of this Agreement shall be for a period of thirty (30) days, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall continue thereafter on a month-to-month basis, unless terminated in accordance with the provisions hereof. Notwithstanding, either party shall have the right to cancel this Agreement upon thirty (30) days advance written notice to the other party.

RENT

Lessee shall pay to Airport Authority the sum of \$\_\_\_\_\_ per month as rent. The rental amount is due and payable in advance on the first day of each month. Each monthly rental payment is due without demand, set-off or deduction. In the event that this Agreement shall commence on a day other than the first day of the month, the rent for the first month shall be prorated and paid to Airport Authority upon execution of this Agreement. Airport Authority reserves the right to change the rental rate from time to time in its sole discretion, upon thirty (30) days advance written notice to Lessee.

Any rental payment received by Airport Authority over ten (10) days after the due date shall be assessed a late payment penalty of eighteen percent (18%) of the amount due. Any monthly rental payment received by Airport Authority of ten (10) days due after the due date shall constitute a breach by Lessee of Agreement and shall give rise to any remedies contained herein. Lessee shall pay to Airport Authority the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) to cover the cost of any check returned due to insufficient funds.

**SECURITY DEPOSIT**

No security deposit shall be required. Lessee agrees to pay first and last month's rent in advance to Airport Authority. Airport Authority reserves the right to impose a security deposit requirement as a condition of this Agreement, upon such terms and conditions as shall be acceptable to Airport Authority in its sole discretion.

**USE AND OCCUPANCY**

During the term of this Agreement, the Property shall be used solely for aircraft storage, which said aircraft are described as follows:

Aircraft

Registration Number

\_\_\_\_\_

\_\_\_\_\_

Lessee shall be permitted to make substitutions in the aircraft stored on the Property, but shall promptly advise Airport Authority of the change in the aircraft.

Lessee may perform preventative maintenance operations at the Property, but only on his own aircraft. Washing of aircraft shall be confined to areas designated by Airport Authority. Painting of aircraft and repairs, other than routine maintenance, shall not be permitted on the Property. Lessee shall not use or permit the Property to be used for commercial activities or for any purpose other than that specifically described herein.

Lessee agrees to occupy the Property in a safe and careful manner. Lessee agrees to keep the Property in a neat, clean and orderly condition, attractive in appearance and free from debris, at Lessee's sole expense. Lessee shall utilize receptacles provide by Airport Authority for all garbage, trash and other refuse. Airport Authority shall be responsible for garbage collections, but only from the designated receptacles. Upon termination of this Agreement, Lessee agree to remove all personal property from the Property and to surrender the Property in the same condition it was in at the commencement of the lease term, normal wear and tear excepted.

Lessee agrees not to allow any unlawful, improper or otherwise offensive use of the Property, nor to commit or permit wasted or damaged to the property, nor to commit or permit any nuisance to exist on the Property. Lessee agree to comply with all applicable laws, ordinances, rules and regulations of the Airport Authority or other government entity having jurisdiction during the term of this agreement.

Lessee agrees to comply with all rules, regulations and administrative orders of the County of Madison, State of Alabama, the United States and Airport Authority as regards protection of the environment. Lessee specifically agrees that no pollutants or contaminants shall be disposed of on the Property in any manner whatsoever.

By entering into this Agreement, Lessee acknowledges that he has inspected the Property and that the Property is accepted in good condition. Lessee expressly assumes sole liability for any accidents alleged to have been caused by the defective condition of the Property during the term of this Agreement.

**MAINTENANCE, UPKEEP AND ALTERATIONS**

Airport Authority agrees to make all reasonable and necessary repairs to the Property, except for those occasioned by or arising out of the negligent or wrongful acts or missions of Lessee, its agents, employees, invitees or licensees. Airport Authority shall not incur an liability to Lessee for any delay or failure in making such repairs to the Property.

Lessee agrees to occupy and utilize the Property and all improvements thereon in a reasonable and proper manner. Lessee shall promptly repair, at its own expense, any damage to the Property caused by Lessee's negligent or wrongful acts or omissions, or that of Lessee's agents, employees, invitees or licensees.

Lessee shall make no improvements or alterations to the Property, nor shall Lessee erect any signs on the Property. Lessee shall have the right to remove from the Property only such equipment as was provided by Lessee and which is not permanently affixed to the Property, at any time during the lease term, provided that Lessee is not in default of any provisions of this Agreement. Lessee shall not remove any equipment from the Property while Lessee is in default of any provisions of this Agreement, and hereby grants to Airport Authority a landlord's lien on all such equipment as security for the full and faithful performance of all provisions of this Agreement.

#### TAXES, ASSESSMENTS AND UTILITIES

Airport Authority shall be responsible for payment of any property taxes or general assessments which may be levied on or assessed against the Property. Airport Authority shall provide electricity to the Property at no additional cost to Lessee; provided, however, that Airport Authority reserves the right to assess an additional fee to Lessee for consumption of utilities beyond normal requirements, as determined at the sole discretion of Airport Authority. Upon request by Lessee, Airport Authority will replace light bulbs in the Property. All such requests should be made by contacting Airport Authority at 256-828-3883.

#### SUBLEASE

Lessee shall not sublease the Property nor any portion thereof under any circumstances. The parking or storage of any aircraft on the Property, not owned or leased by Lessee, constitutes a sublease. Any attempted sublease or assignment of Lessee's interest shall be null and void, constitutes an event of default on the part of Lessee and gives Airport Authority the right to terminate this Agreement without notice to Lessee.

#### DEFAULT

In the event of Lessee's breach of any provision of this Agreement, Airport Authority shall give to Lessee written notice of default. In the event the default is not corrected within ten (10) days from the date of such notice of default, then Airport Authority shall have the right to terminate this Agreement or terminate Lessee's right to possession and occupancy of the Property without terminating this Agreement. Airport Authority's exercise of either of these options shall be effective upon written notice to Lessee of Airport Authority's election. Upon termination of this Agreement, or upon termination of Lessee's right to possession and occupancy of the property without termination of this Agreement, Lessee agrees to promptly vacate the Property and surrender possession to Airport Authority without further demand.

Lessee agrees to pay a reasonable attorney's fees and all costs of legal proceedings if it becomes necessary for Airport Authority to employ an attorney or legal process to collect any rents agreed to be paid, to obtain possession of the Property, to evict Lessee, or to enforce any of the provisions of this Agreement upon default by Lessee.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Lessee's insolvency shall be deemed to be a breach of this Agreement.

Airport Authority may elect to exercise any of the remedies provided by the Agreement, individually or cumulatively, or may elect to assert other such remedies as are available in equity or at law.

#### 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 accident. Lessee shall name Lessor as an additional insured, and provide a certificate of insurance to Lessor.

It is understood and agreed by Lessee that Airport Authority is not responsible for the loss of or damage to any of Lessee's personal property, nor does Airport Authority's insurance cover such loss or damage. Lessee is encouraged to procure and maintain for the duration of this Agreement sufficient insurance coverage to protect Lessee's aircraft and other personal property against loss or damage.

#### DESTRUCTION

If any improvements on the Property are damaged or destroyed by fire or other causes, Lessee shall give immediate written notice to Airport Authority. In the event of the total destruction of said improvements, this Agreement shall terminate, and rent shall be payable only to the date of such destruction.

If the improvements on the Property are partially damaged, this Agreement shall not terminate, and Airport Authority shall promptly rebuild or repair the said improvements to substantially the same condition they were in prior to the damage; provided, however, that Airport Authority shall not be required to rebuild or repair should the cost thereof exceed the amount of insurance proceeds available hereunder. If the said improvements are temporarily unusable, Lessee shall be entitled to an equitable abatement of rent for the period between the time the damage occurred and the time when the improvements are again usable.

#### INDEMNIFICATION

Lessee shall indemnify and hold Airport Authority harmless from and against any and all liability including fines, suits, claims, loss, cost, damage, liens, expenses and causes of action of every kind resulting from Lessee's or any third-party's use or occupancy of the Property, or arising out of or in connection with Lessee's or any third-party's operations, activities or omissions pursuant to this Agreement. Lessee agrees to indemnify and hold Airport Authority harmless from and against any and all liability for injury or death to persons, or damage to or loss of property, resulting from Lessee's or third-party's use or occupancy of the Property, or arising out of or in connection with Lessee's or any third-party's operations, activities or omissions pursuant to this Agreement. Said indemnity shall include the cost of defenses of any suit or claim, including all court costs and reasonable attorney's fees.

In carrying out its obligations hereunder, Lessee shall use counsel reasonably acceptable to, and cooperative with, Airport Authority. The provisions of this section shall survive expiration or earlier termination of this agreement.

#### SECURITY

Airport Authority assumes no responsibility for the security of the Property, and Lessee assumes full responsibility for the security of the Property and all equipment and personal property therein. Lessee shall utilize the lock provided by the Airport Authority to secure the Property, and shall not utilize any other lock or security device without the consent of Airport

Authority. Lessee shall pay to Airport Authority the sum of TWENTY AND NO/100 DOLLARS (\$20.00) to cover replacement of any lock which is lost by Lessee.

#### NONDISCRIMINATION

Lessee, for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) 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, (2) 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 (3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

#### SUBORDINATION

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between Airport Authority and the United States Government relative to the operation and or maintenance of the Airport, the execution of which is required as a condition precedent to the transfer of federal rights or perty to Airport Authority for airport purposes, or the expenditure of federal funds for the improvement of development of the Airport.

#### DEVELOPMENT

The parties hereto further covenant and agree that Airport Authority reserves the right to further develop or improve the Airport, the T-Hangar area, and all landing areas and taxiways as it may see fit, regardless of the desires or view of Lessee and without interference or hindrance.

#### RIGHT TO AMEND

In the event that the Federal Aviation Administration or its successors require modifications or changes in this Agreement, as a condition precedent to the grant of funds for the improvement of the Airport, or otherwise, Lessee shall make amendments, modifications, revisions, supplements or deletions to any of the terms, conditions, or requirements of this Agreement as may be reasonably required. Any expenses resulting from such amendments, modifications, revisions, supplements, or deletions shall be born solely by Lessee; or, in such event, Lessee may terminate this Agreement, with thirty (30) days advance written notice to Airport Authority.

#### RELOCATION

Airport Authority reserves the right from time to time to assign Lessee to another T-hangar, provided the new facility is substantially equivalent in size and usage.

#### RIGHT TO ENTER

Airport Authority reserves the right to enter the Property at all reasonable times to inspect the Property, or at any time in the event of an emergency. Airport Authority will endeavor to limit entry to reasonable hours. Lessee shall have no claim against Airport Authority for interference with Lessee's interest during such periods of inspection.

#### JOINT AND SEVERAL LIABILITY

Each Lessee executing this Agreement hereby assumes individual as well as joint liability for the full and faithful performance of all provisions of this Agreement.

WAIVER

Airport Authority’s waiver of default by Lessee of any provision of this Agreement shall not operate as a waiver of subsequent defaults by Lessee.

INTEGRATION

This Agreement is the entire agreement between the parties, and cannot be altered or amended except in writing and signed by all parties hereto.

BINDING EFFECT

The rights and obligations of the Agreement shall extend to and be binding upon the parties and their heirs, executors, administrators and assigns. This section shall not be construed as giving Lessee the right to assign this Agreement.

ASSIGNMENT

Lessee shall not assign or transfer this Agreement or sublet any portion of the Property, or permit any part of the Property to be used by anyone other than Lessee.

CONSTRUCTION

This Agreement shall be construed under, and in accordance with, the laws of the State of Alabama. In the event any of the provisions of this Agreement are to be held invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, the remaining portion of this Agreement shall continue to be in full force and effect.

ANNUAL INSPECTION

Lessee’s aircraft must be in annual inspection and license, not to exceed 90 days from required date.

NOTICE

All written notices required by this Agreement, unless otherwise provided, shall be mailed to the Airport Authority at the following Address:

The Madison County Executive Airport Authority  
Box 110  
Meridianville, AL 35759

All notices required by this Agreement, unless otherwise provided, shall be mailed to Lessee at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

AIRPORT AUTHORITY:

THE MADISON COUNTY EXECUTIVE  
AIRPORT AUTHORITY

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

LESSEE:

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
WITNESS