

**THOMASVILLE REGIONAL AIRPORT  
HANGAR LEASE AGREEMENT**

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**THIS HANGAR LEASE AGREEMENT** (hereinafter the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF THOMASVILLE, GEORGIA**, a Georgia municipal corporation (hereinafter "Lessor") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "Lessee").

IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable considerations in hand paid by Lessee to Lessor, and in further consideration of the mutual covenants hereinafter contained, and for other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, Lessor and Lessee do hereby agree as follows:

1. Facilities Leased. For the monthly rental referenced below, Lessee does hereby lease from Lessor and Lessor does hereby lease to Lessee the following designated hangar at Thomasville Regional Airport (the "Premises"):  
( ) **Corporate, Hangar Number** \_\_\_\_\_, for the purpose of storing aircraft as may be owned by Lessee, aircraft owned by others and authorized for storage by Lessee or aircraft owned by others subleasing space for storage from Lessee. Lessee and Lessee's customers, employees, licensees, agents and invitees shall have the right to use any parking spaces at or adjacent to the Premises. Lessee shall have access to the Premises seven days a week, twenty-four hours a day, three hundred sixty five days a year.

2. Term. The initial term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and shall continue in effect for a period of \_\_\_\_\_ months thereafter, expiring on \_\_\_\_\_, 20\_\_\_\_, (the "Initial Term"). Subsequent thereto, this Agreement shall continue on a month-to-month basis until either party exercises the termination clause in paragraph 12 (B) below. The Initial Term, as it may be extended, is hereinafter referred to as the "Term".

3. Rent.

(a) Term. During the Term, Lessee shall pay to Lessor on a monthly Basis, in advance, the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month, due and

payable on or before the 1st day of each month (the "Rent"). Following the Initial Term, Rent may be changed upon 30 days prior written notification from Lessor to Lessee.

(b) Place for Payment. Rent checks and other payments hereunder shall be made payable to the City of Thomasville, Georgia, and mailed to the following address: City of Thomasville, P. O. Box 1540, City Administrative Building, Thomasville, GA 31799.

4. Use of Premises/Assumption of Risk/Hold Harmless/Indemnity.

Lessee fully understands the risks involved in utilizing the Premises, including without limitation damages to property and persons which may be irreparable or difficult to compensate in case of any such loss or damage whatsoever. Lessee does hereby release Lessor, its Council members, employees, agents, representatives and contractors (hereinafter "Releasees" or "Indemnitees") from, and does hereby agree to defend, indemnify and hold the Releasees/Indemnitees harmless from, and against, any and all claims, actions, causes of action, liabilities, damages, business interruptions, personal injuries, deaths, delays, losses, judgments, or any other damages of whatsoever nature or kind, including but not limited to all legal costs, reasonable attorneys' fees and other expenses incidental or related thereto, which may be suffered by or charged against Lessee by reason of any loss of or damage to any property, or injury to or death of any person, arising, in whole or in part, directly or indirectly, out of any aspect of Lessee's use of the Premises. This indemnification includes, without limitation, any costs incurred similar to or the same as those referenced above in connection with, directly or indirectly, any effort by Lessor to enforce the above release and/or indemnification agreement. Notwithstanding the above, Lessor shall not be indemnified against any such losses or damages caused by the sole negligence or willful misconduct of Lessor or the Indemnitees. Lessee agrees that the aircraft(s) and its/their contents, and any other property which are placed on the Premises are to be stored (whether on the field or in the Premises) at Lessee's sole risk and responsibility.

5. Use of Premises/Compliance with Applicable Laws, Rules and Regulations.

The Premises shall be used only for storage, maintenance and repair of the aircraft and other uses incidental thereto. No commercial activity of any kind whatsoever shall be conducted by Lessee in, from or around the Premises. Non-aviation items including, but not limited to, boats, cars, motor vehicles, motor homes and trailers are strictly prohibited from storage on the Premises. Only routine operator maintenance on the aircraft shall be performed in the Premises without the prior written approval of Lessor, but not such minor maintenance as would normally be performed by an aircraft owner without the benefit of a certified FAA aircraft mechanic. Lessee shall take such steps so as to insure

that the performance of such maintenance work shall not damage the Premises. Lessee shall maintain the Premises in a clean condition and free of debris, trash and unsafe materials at all times. In utilizing the Premises during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules, and regulations established by any federal, state, or local governmental agency including, but not limited to Lessor. Notwithstanding anything to the contrary contained herein, under no circumstances shall Lessee be responsible for making any capital expenditures with respect to compliance with any such laws, ordinances, rules or regulations. Upon termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Premises to Lessor, and shall remove the aircraft and all other property therefrom, leaving the Premises in the same condition as when received, ordinary wear and tear, casualty and condemnation excepted. Lessee shall be liable for any and all damage to the Premises caused by Lessee's use thereof, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel or oil spillage and damage to any fixtures. Lessor acknowledges that the Rent payable by Lessee hereunder includes all real property taxes attributable to the Premises, but not Lessee's aircraft and personal property.

6. Sublease/Assignment. The Lessee may sublease the Premises or assign this Agreement, but shall provide the Lessor's authorized representative in writing the names of such subleases or assignees. Under no circumstances shall any rent charged to a subtenant or assignee exceed the rental rate set forth herein.

7. Condition of Premises. Lessor shall at its own expense maintain the roof, the structural portions of the Premises, and the exterior of the building containing the Premises. Lessor represents that at the execution of this Lease all lighting, electrical, ventilating, plumbing and drainage systems (the "Systems") are in good working order. The replacement of any Systems or components thereof shall be the responsibility of Lessor, unless the replacement is necessitated by Lessee's misuse, negligence or willful misconduct.

8. Alterations. Lessee covenants and agrees not to install any permanently attached fixtures or make any material alterations, additions or improvements to the Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. All fixtures installed or additions and improvements made to the Premises shall become Lessor's property and shall remain in the Premises at the termination of this Agreement, however terminated, without compensation or payment to Lessee. Notwithstanding the foregoing, Lessee may place skid-mounted offices, storage structures and/or lockers and support equipment within the hanger, if so desired.

9. Casualty: In the event the Premises, or the means of access thereto, shall be damaged by fire or any other cause, the Rent shall not abate provided that the Premises is not rendered untenable by such damage. If the Premises is rendered untenable and Lessor elects to repair or replace the Premises, the Rent shall abate for the period during which such repairs or replacement are being made, provided the damage was not caused by the acts or omissions of Lessee, its employees, agents or invitees, in which case the Rent shall not abate. If the Premises is rendered untenable and Lessor elects not to repair or replace the Premises, this Agreement shall terminate upon written notice thereof from Lessor to Lessee.

10. Force Majeure. Neither party shall be responsible to the other or such party's agents, affiliates, invitees or licensees, for a failure to perform under this Agreement or for any loss, injury, damage or delay of any kind whatsoever resulting, directly or indirectly, as a result of any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond the reasonable control of such party.

11. Limitations. In no event, and notwithstanding anything to the contrary herein, shall either Lessor or Lessee be liable to the other or to the other's invitees or licensees, for any direct, indirect, incidental, consequential, special or punitive/exemplary damages, whether sought in tort or contract (including strict liability and gross negligence) such as, by way of example only, loss of revenue, anticipated profits or other damages.

12. Emergencies/Default/Termination. This Lease may be terminated only as follows:

(A) if Lessee is in default in the performance of any covenant of this Agreement, and such default continues for ten (10) days after receipt of written notice of such default from Lessor, then in that event, Lessor shall be entitled to terminate this Agreement by giving written notice of such termination to Lessee. In the case of such termination, Lessor shall have the right to remove the aircraft and any other property of Lessee or property leased by Lessee which has been allowed by Lessor to be housed in the Premises, using such force as may be reasonably necessary, without being deemed guilty of trespass, breach of peace, or forceable entry or detainer. Exercise by Lessor of said rights hereunder specified shall not prejudice Lessor's right to pursue any other remedy available to it in law or equity;

(B) after the Initial Term, either party may terminate this Agreement, with or without cause, by delivering no less than 30 days prior written notice to the other

party of such termination.

13. Securing Aircraft. Lessee shall have the sole responsibility for the proper tie-down, setting parking brakes, placing chocks, and securing of any aircraft utilizing the Premises in all appropriate and/or necessary circumstances during the Term hereof.

14. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by personal delivery or certified or registered mail, return receipt requested:

If to Lessor:           City of Thomasville  
                                  Attention: Airport Manager  
                                  P. O. Box 1540  
                                  Thomasville, GA 31799

If to Lessee:           \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and all prior agreements, promises and other covenants or inducements, whether oral or written, are merged herewith and if not set forth herein are no longer of any force or effect. Any change, amendment or modification hereof must be in writing and signed by the respective authorized representatives of each of the parties hereto.

16. Binding Effect/Definitions. This Agreement inures to the benefit of and is binding upon each of the parties hereto and their respective officers, directors, shareholders, heirs, legal representatives, successors-in-interest and approved assigns. The term "Lessor" as used throughout this Agreement shall include all of its past, present and future Council members, employees, agents, representatives and contractors. The term "Lessee" as used throughout this Agreement shall include all of its directors, officers, shareholders, employees, heirs, successors-in-interest and approved assigns.

17. Counterparts. This Agreement may be signed in single or multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and affixed their seals as of the day and year first above written.

LESSOR:

CITY OF THOMASVILLE

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

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

LESSEE:

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

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

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