

**FLAGLER COUNTY AIRPORT
AIRCRAFT STORAGE HANGAR RENTAL AGREEMENT**

This HANGAR RENTAL AGREEMENT (the "Agreement") entered into this _____ day of _____, 20____ by and between Flagler County, by and through Flagler Executive Airport ("Landlord") and _____ ("Tenant"). In consideration of the mutual covenants and agreements contained herein to be performed by the respective parties, and in consideration of the rental hereinafter designated to be paid, Landlord hereby rents the described premises unto Tenant, its successors, grantees and assigns, and Tenant does hereby hire and rent the below described property:

1. Description of the Hangar and Aircraft:

Landlord hereby rents to Tenant Hangar #_____ (the "Hangar") located at Flagler Executive Airport, 201 Airport Road, Palm Coast, FL, 32164 (the "Airport"). The Hangar shall be used and occupied by Tenant for the storage/parking of the following described aircraft:

Make/Model/Color _____

FAA Registration No. _____

(the "Aircraft"), or any other similar aircraft owned or leased by Tenant (the "Substitute Aircraft"), provided Tenant has registered and obtained the written consent of Landlord to store the Substitute Aircraft in the Hangar, all provisions of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft. For the purpose of this Agreement, "ownership" shall mean the named party on the current aircraft FAA registration. "Lease", or "Leased", shall mean the status of a written and active, exclusive right to operate the aircraft for a minimum of one year.

2. Term:

The term of this Agreement shall commence on _____, 20____, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Landlord shall have the unilateral right to reevaluate the Agreement every ninety (90) days to assess the Tenants compliance with the Agreement.

3. Rent:

For the use of the Hangar, Tenant shall pay the Landlord the rental amount of _____ (\$_____) per month, payable in advance before the first day of each month. This rate shall be reviewed periodically by the Flagler County Board of County Commissioners and rental rates, plus all applicable taxes, shall be adjusted so as to maintain a fair rental rate based on change in the Consumer Price Index, all products as published by the United States Department of Commerce, an appraisal, or other means designated by the Flagler County Board of County Commissioners. Subsequent to such review, the monthly rental rate may be changed upon thirty (30) days notice to the Tenant. The Tenant shall also pay to the Landlord any sales tax and ad valorem taxes that may apply to the property. The Landlord shall forward any such tax funds to the appropriate taxing authority.

If Tenant makes any monthly payments more than ten (10) days after the payment is due and owing, Landlord reserves the right to assess five percent (5%) charge per month beginning with the eleventh (11th) day after payment is due. In the event that this Agreement is terminated on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro-rata basis according to the number of days in that month during which the premises were enjoyed by the Tenant. Monthly rental checks shall be made payable to the Flagler Executive Airport and mailed or delivered to "Flagler County Airport, 201 Airport Road, Palm Coast, FL, 32164."

4. Security Deposit:

The amount of the security deposit to be held subject to the provisions of Section 6 is _____ (\$_____).

5. Obligations of Landlord:

Landlord will maintain the structural components of the Hangar, including doors and door mechanisms, and Landlord will provide light, electricity and normal building maintenance without additional cost to Tenant, provided, however, that Landlord reserves the right to assess an additional fee for extra-ordinary consumption of utilities by the Tenant as shall be determined by Landlord.

Tenant shall have at all times the right of ingress to and egress from the rented premises. To ensure this right Landlord shall make all reasonable efforts to keep adjacent areas to the rented premises free and clear of all hazards and obstructions, natural or manmade.

6. Obligations of the Tenant:

a. Storage: The Hangar shall be used only for storage/parking of the above identified Aircraft unless otherwise approved in writing by the Landlord or his/her designated representative.

b. Building Maintenance and Repair: The Tenant shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean and clear of oil, grease, and or toxic chemicals. No hazardous or flammable materials will be stored within or about the Hangar unless stored within an EPA or local fire marshal approved container/cabinet. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. The Tenant shall be responsible for all damage to the leased premises caused by the Tenant's negligence or abuse. The Tenant shall be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Tenant's negligence or abuse. In the event the Tenant does not promptly repair any damaged premises, or property, for which the Tenant is responsible, the Landlord reserves the right to make such repairs, at the Tenant's expense, which shall become due and payable as part of the Tenant's next monthly rental payment. Any and all repairs, maintenance, or improvements made by Tenant shall be accomplished in accordance with the Flagler County Building/Fire Codes. Tenant shall make no structural, electrical, or other modification to the premises without first obtaining Landlord's written permission and obtaining permit(s), if required.

c. Use of Hangar. The hangar is for storage of Tenant's aircraft, and is not to be used as a commercial repair shop or maintenance shop. Painting, other than minor touch up of aircraft by the tenant, and major aircraft repairs are prohibited within the Hangar unless otherwise approved by the landlord and the local fire marshal. Storage of boats, campers, or other non-aviation items on the premises may be only allowed with the written permission of the Airport Director or his/her designated representative except that the Tenant will be allowed to park his or her car in/on the rented premises during such time that the Tenant is using the aircraft. Maintenance activities, including those provided by Federal Aviation Regulations, may be permitted subject to approval by the Landlord and the appropriate Fire Official.

d. Commercial Activity: Tenant shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar.

e. Compliance with Laws: Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by Federal, State, or Local government agency or by Landlord. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all Federal, State and local laws, ordinances, rules, and regulations protecting the environment. Tenants agree to keep themselves informed of future changes in the existing environmental laws.

f. **Indemnification:** Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expenses and attorney's fees, arising from or resulting out of, or in any way caused by, Tenant's, or Tenant's agents, employees or invitees, failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental or other law or regulation.

g. **Fire Extinguisher.** Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the Airport office. The Tenant shall maintain at all times, in the Hangar, an approved five pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or the local Fire Inspector affixed.

h. **Access.** The Landlord, local fire official, or on-site airport director, designated by the Landlord reserves the right at any time to request entry into the hangar for security, fire, or other inspections. The Landlord reserves the right to attain immediate access into the hangar by whatever means may be necessary in the event of an emergency, or suspected emergency (fire, smoke, fumes, etc.). Landlord shall have the right to enter into the Hangar for any reason with twenty-four (24) hours prior notice to the Tenant. If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Tenant shall be so informed, and shall within five (5) days of notice rectify the hazard.

i. **Termination.** On the termination of this Agreement, by expiration or otherwise, Tenant shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property therein, leaving the Hangar in the same condition as when received, ordinary wear and tear excepted. Tenant shall be liable for any and all damage to the Hangar caused by Tenant's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to improper use or negligence by Tenant.

j. **Regulatory Review.** Copies of airport rules and pertinent regulations can be viewed at the Flagler County Airport office.

7. Sub-Agreement/Assignments:

Tenant agrees not to sub-agreement the Hangar or to assign this Agreement without prior written approval of Landlord. The parking of aircraft not owned or leased by Tenant in the Hangar shall constitute a sub-agreement.

8. Condition of Premises:

Tenant shall accept the Hangar in its present condition without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about said Hangar.

9. Alterations:

Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Hangar shall become Landlord's property and shall remain in the Hangar at the termination of this Agreement without compensation or payment to Tenant.

10. Insurance:

Tenant agrees to maintain, at its own expense, for the benefit of itself and Landlord, as additional insured, insuring against liability for damage or loss to the Aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Tenant, its agents and employees. Such policy or policies shall contain a provision whereby Landlord must receive at least ten (10) days' prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, shall deliver to Landlord certificates or binders evidencing the existence of the insurance required herein. Failure to provide proof of the insurance at any time, to the satisfaction of Landlord shall be grounds for termination of the Rental Agreement.

Every aircraft owned or operated by any Tenant and stored in the Hangar shall have insurance coverage in amounts not less than the following:

- (a) Bodily Injury – \$1,000,000 and
- (b) Property Damage – \$300,000 per accident.

11. Casualty:

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable and Landlord elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant, its employees, agents or invitees. If such damage was caused by the Tenant, its employees, agents or invitees the rent shall not abate. If the Hangar is rendered unusable and Landlord elects not to repair the Hangar, this Agreement shall terminate.

12. Default:

This Agreement shall be breached if:

- (a) Tenant shall default in the payment of any rental payment hereunder;
- (b) Tenant shall default in the performance of any other covenant herein, such default shall continue for five (5) days after receipt by Landlord or notice thereof from Landlord;
- (c) A petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an agreement);
- (d) Tenant assigns his/her property for the benefit of creditors; or
- (e) Landlord determines after a reevaluation the Tenant is not in compliance with the terms of the Agreement on a routine/consistent basis.

In the event of any breach of this Agreement by the Tenant, Landlord shall, at their earliest option, and without further notice, have the right to terminate this Agreement and to remove the Aircraft and any other property of Tenant from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Tenant expressly waives the service of any notice. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity including but not limited to court costs and attorneys fees for bringing legal action against the Tenant.

13. Thirty (30) Day Termination:

Either party to this Agreement shall have the right, with or without cause, to terminate the Agreement by giving thirty (30) days' prior written notice.

14. Nonexclusive Rights (Optional):

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and

the Landlord herein reserves the right to grant similar privileges to another Tenant or other Tenants on other parts of the airport.

15. Governing Law/Venue:

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action shall be Flagler County, Florida.

16. Relationship of Parties:

Tenant shall never at any time during the term of this Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or its employees, agents or invitees.

17. Notice:

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

- (a) If to Landlord, addressed to: Airport Director
 Flagler Executive Airport
 201 Airport Road
 Palm Coast, FL 32164

- (b) (b) If to Tenant, addressed to:

Tenant Telephone number _____

(For purposes of twenty-four (24) hour notice, this number shall be kept current by Tenant.)

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

18. Integration:

This Agreement constitutes the entire Agreement between parties, as of its effective date supersedes all prior independent agreements between parties related to the renting of the Hangar. Any change or modification hereof must be in writing signed by both parties.

19. Waiver:

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

20. Entire Agreement:

This Agreement constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification hereof must be in writing, signed by both parties.

21. Severability:

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect nearly as possible in accordance with the original intent of the parties.

22. Successors Bound:

This Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

23. Radon Gas Disclosure:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

LANDLORD: _____

BY: _____

TITLE: Airport Director _____

TENANT: _____

BY: _____

TITLE: _____