

Louisa County Airport
Industrial Development Authority of Louisa County
Lease Agreement for Hangar Space

The Industrial Development Authority of Louisa County in Virginia hereby agrees to lease certain Hangar Space for the following aircraft, on the conditions hereinafter set forth:

(PRINT OR TYPE)

Aircraft Owner(s) _____

Hangar Number _____, Aircraft N-Number _____, Empty weight _____

Aircraft Year, Make and Model _____ Colors _____

This Lease Agreement made and dated this ____ day of _____, 2019__ by and between the Industrial Development Authority (IDA), County of Louisa, Virginia, a municipal corporation, hereinafter referred to as "LESSOR"; and _____ hereinafter referred to as "LESSEE". The Lease will be on an annual basis beginning _____. This Lease shall be for the aircraft and owner identified above, only. Lessee agrees to notify Lessor of any change or replacement of aircraft, and to provide Lessor the type, N-Number, make & model, empty weight and color of any replacement aircraft, such change shall be subject to the prior written approval of the Lessor.

The Lessee shall pay \$_____ per month to the Lessor due by the 10th of each month for use of the Hangar Space identified above for the term of the Lease. The first month's rent is due and payable upon signing this Agreement. The Lessor may change the monthly rent at the beginning of any month with thirty (30) days written notice. Rental payments made after the 10th of any month shall include a late fee of 10% of the monthly rent for each month not paid and an interest fee of ten percent (10%) per annum. If the Lessee is late in paying the monthly rent more than three (3) times in any twelve (12) month period, the Lessee shall be considered in default of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises therein contained, the parties hereto agree as follows:

1. Uses of Hangar Space: The Hangar Space shall be used only for storage of the Aircraft identified above. No commercial activity of any kind whatsoever shall be conducted in or from the Hangar Space under this contract. Lessee shall control the conduct and demeanor of its invitees in and around the Hangar and shall take all steps necessary to remove people, whom Lessor may for good and sufficient cause, deem objectionable. The Hangar Space shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of the other hangars, structures or hangar buildings in the neighborhood of the leased premises. If the Lessee sells the aircraft identified above and does not replace it within thirty (30) days with an aircraft owned by the Lessee, this Agreement shall be terminated. The Airport Manager, for good cause shown, may extend this time period for an additional sixty (60) days. Lessee shall keep the floor of the Hangar Space clean and free of debris at all times. In utilizing the Hangar Space during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances and rules and regulations established by any federal, state or local government agency, including the Louisa County Airport Rules and Regulations as amended from time to time. On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar Space and shall remove the Aircraft and all other property there from, leaving the Hangar Space in the same condition as when received, ordinary wear and tear accepted. Lessee shall be liable for any and all damage to the Hangar or to the Hangar Space caused by Lessee'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 Lessee's improper or negligent operation and shall exercise reasonable care to keep oil and grease off the floor. Tools, equipment, and material, unless otherwise provided for elsewhere in this document, that constitute a fire hazard are prohibited in the Hangar Space. No tools, machines or maintenance fixtures may be attached to the floor or structure of the Hangar Space that would have a negative affect on the structural integrity of the Hangar Space. The Lessee shall maintain at all times in the Hangar Space a ten pound (10 lb.) minimum dry chemical fire extinguisher suitable for use on Type B or C fires.

2. Aircraft Maintenance: Lessee and their employees may make repairs and perform maintenance on their own aircraft, not in violation of Federal Aviation Regulations, in the Hangar Space, subject to the Louisa County Airport Rules and Regulations.

A Lessee requiring specialized repairs/maintenance may employ a certified specialist for such repair/maintenance activity and have those repairs/maintenances performed in the Hangar Space, provided that the certified specialist has a current Commercial Operating Permit issued by the Airport Manager, and provided that the certified specialist complies with the Airport Rules and Regulations, and with the limitations on maintenance as specified in this Lease Agreement. All activity within the Hangar Space shall be limited to nonhazardous activity. Flame and/or spark producing activity, welding, and fuel transfer are prohibited within the Hangar Space. The Lessee shall indemnify and hold the IDA harmless for the actions of the certified specialist employed by the Lessee when he or she is working in the Hangar Space or in the vicinity of the hangar buildings. When able, the Lessee shall use nonflammable cleaning agents or solvents for cleaning of aircraft, aircraft engines or aircraft parts and other equipment. When flammable solvents cannot be avoided, the Lessee shall use liquids having a flash point in excess of 100 degrees Fahrenheit and special precautions shall be taken to eliminate ignition sources. Storage of flammable materials in the Hangar and/or aircraft other than fuel and oil in the aircraft engine and tanks is prohibited unless stored in a steel cabinet designed exclusively for the storage of flammables meeting the requirements of the National Fire Protection Association (NFPA) Code regarding Flammable and Combustible Liquids (NFPA 30). Aircraft shall not be fueled while in the Hangar at any time. No person shall use volatile flammable substance for cleaning unless the hangar door is open so as to avoid build-up of flammable and/or potentially toxic fumes. Painting in the Hangar Space is strictly prohibited. No aircraft or aircraft components shall be suspended or lifted utilizing the hangar structure or any components for the building. Lifting devices resting on the floor but not attached to any other portion of the Hangar Space are permitted.

3. Sublease/Assignment: Lessee shall not have the right to sublease the Hangar Space or to assign this Agreement. The sublease of the Hangar Space must be approved in writing prior to sublease of the hangar. If prior approval is not granted, the sublease shall result in termination of this Lease.

4. Alterations: Lessee covenants and agrees not to install any fixtures or make any alterations, additions, or improvements to the Hangar Space without the prior written approval of Lessor. All fixtures installed or additions and improvements made to the Hangar Space shall become Lessor's property and shall remain in the Hangar Space at the termination of the Agreement, however terminated, without compensation or payment to Lessee. Lessee agrees that the aircraft shall be kept airworthy at all times, except during periods for repair or maintenance. The maximum time during which an aircraft maybe allowed to remain in a non-airworthy condition shall be thirty (30) days. Upon request by the Lessee, the Airport Manager, for good cause shown, may extend the time period for maintenance or repairs for an additional period not to exceed ninety (90) days. It is also understood and agreed that Lessee shall not use, nor permit the use of, this Hangar Space for any purpose other than aircraft storage. Automobiles/bikes used for transportation to and from the Airport may be kept in the Hangar. Tugs, auxiliary power units, deicing equipment and other equipment or items used in support of the aircraft are allowed to be stored/kept in the Hangar Space. Lessor may enter the premises to inspect, maintain, repair, alter or improve the premises, or, in case of an emergency. The Lessee shall not change or cause to be changed the keyed cylinder lock for the access door for any reason. The Lessee shall insure that the Airport Manager has access to the Hangar at all times. Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of applicable Airport security regulations and measures. Lessee shall be responsible for securing the aircraft at all times.

5. Insurance: The Lessee agrees to maintain, at its own expense, insurance of such types and in such amounts as may be approved in the sole discretion of the Lessor, insuring against liability for damage or loss to other Aircraft or other property and against liability for personal injury or death arising from acts or omissions of Lessee, its agents and employees. Prior to the commencement of this Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance required herein. The Lessee shall provide proof of insurance on or before January 1 of each year of the policy term. By entering into this Lease, the Lessee agrees that the aircraft is considered to be based at Louisa County Airport and Lessee shall obtain, keep current and provide evidence to the Airport Manager, upon request, of an aircraft license for such aircraft from the Virginia Department of Aviation. Within fourteen (14) days of signing this Agreement, Lessee shall provide a copy of the FAA aircraft registration for the aircraft stored in the Hangar to the Airport Manager.

6. Indemnity-Force Majeure: Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to Lessor by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of

any breach, violation or nonperformance by Lessor or its servants, employees or agents of any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.

7. Services Provided: Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide light, electricity (normal household current) and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess an additional fee for repairs or consumption of utilities by Lessee beyond normal requirements as determined solely by Lessor.

8. Rent Subject to Change: Annual lease rate is subject to change with thirty (30) days notice. Lease will remain in effect until canceled in writing by either party upon thirty (30) days notice.

9. Events of Default and Remedies: If the Lessee fails to pay any rent within ten (10) days after the due date, commits any material breach of this Lease, legal proceedings are begun by or against Lessee to levy upon or dispose of Lessee's interest in the premises, or the premises are used by Lessee for any illegal purposes, Lessor will have the right to sue for rent and damages and to enter and take possession through legal proceedings or, if the premises are abandoned, to enter and take possession by any lawful means. In addition, Lessor will have the right to enforce all other available remedies, including the right to terminate the Lease. The Lessor shall have the right to place a lien on the Aircraft for the unpaid rent. In such case, this Lease shall be terminated immediately and Lessee will be liable for all past due rent and other charges including damages to the premises, for all expenses to prepare the premises for reletting. The Lessee agrees to pay all expenses incurred by the Lessor in the event legal proceedings are instituted, including court cost and reasonable attorney's fee. If the legal proceedings are a collection matter, the attorney's fees shall be in the amount of 25% of the amount due when the matter is referred to the attorney for collection. Lessor will attempt to relet the premises and shall credit to the Lessee any rents received during the unexpired portion of the term of the Lease. Either party shall have the right to terminate this Lease, at any time, without cause, upon thirty (30) days written notice mailed to Lessee or Lessor. In such case, Lessor shall not be responsible to Lessee for any cost, damages, or expenses. In addition to the forgoing rights of Lessor for the Lessee's breach, if, for a period of sixty (60) days any rent remains unpaid, or if the Lessee fails to regularly store the aircraft identified in this Lease in the Hangar, the Lessee shall be deemed to have terminated the Lease and to have vacated the premises. In such case, seven (7) days after notice of the intent to remove the aircraft has been mailed to the Lessee at the address in this Lease, the Lessor shall have the right to open the Hangar, remove the aircraft and other property of the Lessee, store the aircraft at an itinerant aircraft tie-down location, charge the Lessee for the storage at the then-current transient tie-down rates and immediately relet the Hangar. In such case, Lessee shall be deemed to have abandoned any and all rights to the Hangar. In such case, Lessee further agrees that neither the Lessor, its agents, officers nor employees shall be in any way responsible for any loss or damage to the aircraft or other property, except for any loss or damage resulting from the direct negligence of the Lessor, its agents, officer, or employees. Lessee shall be fully responsible for the normal rental rates of the tie-down space. Upon request by Lessee, the Airport Manager, for good cause shown, may waive the rights of the Lessor for a period not to exceed sixty (60) additional days. Lessee acknowledges and agrees that pursuant to Virginia law, Lessor may impose a lien upon the aircraft for the amounts which may be due to Lessor until such amounts are paid in full.

10. Condition of Premises: Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

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 untenable by such damage. If the Hangar is rendered untenable and Lessor 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 acts or omissions of Lessee, its employees, agents, or invitees, in which case the rent shall not abate. If the Hangar is rendered untenable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

12. Relationship of Parties: The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall not at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

13. Jurisdiction: It is mutually understood and agreed that this Lease Agreement shall be governed by the laws of The Commonwealth of Virginia, both as to interpretation and performance. Any action as law, suit in equity, or other judicial proceeding for the enforcement of this Lease Agreement or any provisions thereof shall be instituted and maintained only in a State court of competent jurisdiction located in the County of Louisa, Commonwealth of Virginia.

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 certified or registered mail, return receipt requested:

(1) If to Lessor, addressed to: Airport Manager
Agent for the Industrial Development Authority of Louisa County
Louisa County Airport
335 Industrial Drive
Louisa, VA 23093

(1) If to Lessee, addressed to:

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

16. 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.

17. Successors Bound: This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

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

19. DISCLAIMER OF LIABILITY: LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OF LESSEE THAT MAY BE LOCATED OR STORED IN THE HANGAR, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S GROSS NEGLIGENCE OR INTENTIONAL WILLFUL MISCONDUCT.

THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF THE HANGAR UNDER THIS AGREEMENT.

I agree to the above terms:

(PRINT OR TYPE)

Signature-Lessee

Airport Manager

Owner Name Printed

Date of Agreement

Address

Hangar Number Assigned

City, State, Zip Code

Phone Number Work

Phone Number Home

Email Address