



Springfield-Robertson County Airport

4432 Airport Rd. Springfield, TN 37172

Phone: (615) 985-4432 | Fax (615) 384-2450

SRC AIRPORT HANGAR LEASE AGREEMENT

Published 08/12/2020

THIS LEASE AGREEMENT FOR AIRCRAFT STORAGE is made and entered into by the parties herein authorized to do so and is effective as of the _____ day of _____ 20____ (the "Commencement Date"), by and between SPRINGFIELD-ROBERTSON COUNTY JOINT BOARD (the "Airport Board") and

_____ (the "Tenant").

1) **Notice.** The parties agree that this Lease Agreement and the rights, duties, and obligations of the parties hereunder shall governed by all Applicable Airport Rules and Regulations, Minimum Standards in accordance with all present and future laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state, city and municipal authorities and their agencies , their respective agencies, departments, authorities, and commissions and all present and future grant assurance provided by the Airport Board to any governmental authority in connection with the Airport’s operation of the Airport; and all other rules, regulations, policies and procedures of the Airport Board, as the same may be amended, modified or updated from time to time. Governmental authorities shall include, without limitation: The Airport Manager, Airport Board, the Government of Springfield and Robertson County, the State of Tennessee, the United States Department of Transportation, the Federal Aviation Administration, the Transportation Security Administration and the Department of Homeland Security. Therefore, any violation of the said rules, regulations, minimum standards, policies and procedures by the governing authorities, the Tenants property will be subject to a claim of lien and may be sold to satisfy the lien if required Tenant obligations are not satisfied in this herein.

2) **Grant of Use,** Airport Board hereby grants revocable permission to the Tenant to use the following Airport Hangar Space (the "Hangar") located at the Springfield-Robertson County Airport (the "Airport") for the storage of aircraft, and standard aeronautical use of Hangars.

Aircraft: Make: _____ Model: _____

 Registration #: _____ Year: _____

Experimental/Kit: Type: _____ Serial #: _____

Hangar: T-Hangar: _____ Corporate Hangar: _____

 Tie-Down: _____ Non-Av Storage: _____

Prior to occupying the Hangar, Tenant shall provide Airport Board/Airport Manager copies of current aircraft registration and/or proof of ownership e.g., documentation of airworthiness certificate, current certificate of insurance or any experimental kit documentation requested.



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Tenant understands and agrees that, should Tenant cease to use the Hangar for storage of the above identified aircraft, or a substitute aircraft acceptable to the Airport Board/Manager of which Tenant is the majority owner/primary lessee, this Lease Agreement shall terminate regardless of any other provision herein. If at any time while the Tenant is in possession of the Hangar, the aircraft designated above is not flyable, the Tenant has an 18-month grace period to document that the aircraft is legally flyable for the class of aircraft as defined by the FAA. If the Tenant is working on an aircraft project or kit, the Tenant must show progress on the project, and there is a two-year deadline for completion of the project. Tenant may request a one-year extension in writing, to the Airport Board/Airport Manager. Any exceptions requested by the Tenant must be approved by the Airport Manager.

3) **Term of Use**, the term of this Lease Agreement ("Term") shall be on year to year basis, commencing on the date first written above and ending twelve months after the commencing date, unless earlier terminated as provided herein. Notwithstanding any other terms or provisions of this Lease Agreement, either the Airport Board/Manager or Tenant may terminate this Lease Agreement at any time by giving the other written notice of such termination not less than thirty (30) days prior to the termination date specified in such notice of termination upon termination of this Lease Agreement. Tenant shall remove all property and restore the Hangar Space/s covered by this Lease Agreement to the condition it was at the beginning of this Lease Agreement. Written notice not provided by the Tenant within Thirty (30) days of termination, Tenant will be charged one (1) month of rent. The Airport Board /Manager has the right to modify or amended Lease Agreement at any time without discrimination.

It is agreed that use of the aircraft Hangar is to be for standard aeronautical activities. Aeronautical uses are; storage of active aircraft, final assembly of aircraft under construction, non-commercial construction of amateur-built or kit-built aircraft, maintenance, repair, or refurbishment of aircraft, storage of aircraft handling equipment, e.g., tow bars, workbenches, tools, parts and materials used in the servicing, maintenance, repair or outfitting of such aircraft.

The leased Hangar is for general aviation related storage in compliance of the Minimum Standards of Aeronautical Activities under FAA Hangar policy. Under no circumstances shall Tenant engage in any commercial operations (including but not limited to any aeronautical service(s) provided to the public). Such service(s) are identified in the Springfield-Robertson County Airport Minimum Standards and Rules & Regulations. Tenant shall have no right to alter or modify the Hangar Space without the prior written consent of the Airport Board/Manager, which the Airport Board/ Manager may withhold in its sole discretion. Nothing contained in this Lease Agreement shall be construed to impose upon the Airport Board/Manager any duty or obligation to enforce any Applicable Rules and Regulations against any other person or entity, and the Airport Board shall not be liable to Tenant for violation of the same by any other person or entity, or the representatives, employees, agents, contractors or invitees of such person or entity.



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- 4) **Security**, The Tenant is responsible to ensure leased Hangar is properly secured when not present. Assigned keys to Hangar doors must not be changed however, Tenant may submit request to change locks, any request must be approved in writing to the Airport Manager and be given extra key or code to Hangar. The Airport Board/Manager shall have the right to enter the Hangar Space/s at any time without notice for emergency purposes, inspections, maintenance/repairs and determine whether Tenant is in compliance with the terms and conditions of this Lease Agreement and to preserve the overall safety and operation of the Airport.
- 5) **Monthly Rent**, Commencing on the Commencement Date. Tenant shall pay to the Airport Manager as representative for the Airport Board, during the one (1) year lease Term a monthly fee ("Monthly Fee") in the amount of \$_____ per month, in advance and/or without notice on the first day of each month of the Term. The Monthly Fee and any other amounts due from Tenant, shall be paid to the Airport Manager via check or electronic payment as prescribed by airport management. Tenant will incur a Twenty-Five Dollar (\$25.00) late Fee to payments received after the Tenth (10th) day of each month. Any adjustment to the Monthly Fee shall be effective thirty (30) days after notice to Tenant from the Airport Board/Manager of such adjustment. The Airport Board/Manager reserve the right to increase rent as necessary for hangar repairs, improvements, or energy costs. Additionally, an increase may be accessed each year determined by the Bureau of Labor and Statistics, Consumer Price Index annually to adjust for inflation or flat percentage no greater than four percent (4%) per year. Tenant is required to maintain a current credit/debit card on file for monthly payments and fees.
- 6) **Security Deposit**, Upon execution of this Lease Agreement. Tenant shall deposit with the Airport Board an amount (the "Security Deposit") of \$ 500.00 due hereunder to be held by the Airport Board as security for the performance by Tenant of the terms of this Lease Agreement. The Security Deposit shall remain on deposit with the Airport Board for the term of the Lease Agreement, and in addition to any and all other remedies available to it hereunder or otherwise, the Airport Board shall have the right, at its sole option and at any time, to use the Security Deposit or any part thereof in whole or partial satisfaction of any amounts due to under the terms of this Lease Agreement within thirty (30) days after the termination of this Lease Agreement, the Airport Board/ Manager shall return the Security Deposit to Tenant, less any amounts then due from Tenant to the Airport Board/Manager under this Lease Agreement Tenant hereby waives any right to any interest which may be earned or accrued on the Security deposit during the Term and agrees that the Airport Board/Manager shall have no obligation to hold such Security Deposit in a segregated account and the Airport Board may commingle such Security Deposit with its other funds.
- 7) **Renewal**, At the termination of the aforesaid term, this Lease shall automatically continue on a year-to-year basis, until either party gives written notice of the intent to terminate the Lease Agreement, to the other party, at least 30 days prior to the termination date or any anniversary thereof. All terms and conditions of this Lease shall remain in full force and effect during the continuation of this Lease, except that the Lessor may increase the rent as previously mentioned above.



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8) Delinquency of Rent, When any part of the rent or other charges due from Tenant remain unpaid for thirty (30) consecutive days, Airport Board/Manager shall be entitled to terminate the right of Tenant to use the hangar by sending to Tenant a Notice of Termination, at Tenant's last known address, and to the alternative address, if any, provided by Tenant and set forth herein, by mailing to the address provided and/or email. Tenant is required to update any or all contact information if changed during the duration of said lease.

(i) An itemized statement of the Airport Board's claim showing the sums due at the time of the notice and the date when the sums became due;

(ii) A statement that the Tenant's right to use the Hangar will terminate on a specified date (not less than thirty (30) days after the mailing of the notice) unless all sums due are paid by the Tenant prior to the specified date;

(iii) A notice that the Tenant may be denied access to the Hangar after the termination date if the sums are not paid, and that the Airport Board's lien may be imposed thereafter;

(iv) The name, street address and telephone number of the District whom the Tenant may contact to respond to the notice.

9) Insurance, During the Term hereof, Tenant shall maintain aircraft liability and property damage insurance, on an occurrence basis, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence naming the Airport Board its commissioners, owners, officers and employees as additional insured. Tenant shall furnish to the Airport Board/Manager, prior to the Commencement Date, a certificate of insurance evidencing such insurance coverage, which certificate shall state that such insurance coverage may not be cancelled without at least thirty (30) days' prior written notice to the Airport Board/Manager, provided, however, that the Airport Board shall have the right to require Tenant to cause to be delivered a copy (certified by Tenant as a true, correct and complete copy) of each insurance policy required hereunder and the Airport Board/Manager shall not be limited to accepting a certificate of Insurance. The Airport Board shall have no responsibility or liability whatsoever for maintaining any insurance coverage relating to damage to the Aircraft or any other property of Tenant or any of its representatives, employees, agents, contractors or invitees or relating to injuries to any persons. It is the responsibility of the Tenant to update Airport Board/Manager of certificate of insurance prior to insurance expiration. Failure by the Tenant to provide certificate of insurance on an occurrence basis for the aircraft listed within fourteen (14) days of the expired certificate of insurance, Airport Board/Manager shall be entitled to terminate the right of Tenant to use the hangar by sending to Tenant a Notice of Termination, at Tenant's last known address, and to the alternative address, if any provided by Tenant and set forth herein, by mail and/or email containing the following:

(i) Failure by the Tenant to provide certificate of insurance on an occurrence basis for the aircraft listed under the terms and conditions of this Lease Agreement.



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10) **Waiver of Certain Claims: Indemnity by Tenant,** Tenant releases the Airport Board, each of the Airport Board commissioners, owners, officers, representatives, employees, agents, contractors and invitees, from, and waives all claims for, any and all damages to person or property (including, without limitation, damages caused by water, wind, lightning, storm, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding) sustained by Tenant or by any other person or entity, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Airport, or from any equipment or appurtenance therein, or from any accident in or about the Airport, or from any act or neglect of any other Tenants or tenants at the Airport or of any other person or entity. If any damage to Hangar space/s, whether belonging to the Airport Board or to other Tenants of the Hangar space, results from any act or neglect of Tenant, or its representatives, employees, agents, contractors or invitees. Tenant shall be liable therefor, the Airport Board, at its option, may repair such damage and Tenant, upon demand by the Airport Board, shall reimburse the Airport Board for all costs of such repairs and damages. The Aircraft and all personal property belonging to Tenant, or its representatives, employees, agents, contractors or invitees, that is in the Hangar Space/s shall be there at the risk of Tenant such person or entity only and the Airport Board shall not be liable for damage thereto or theft or misappropriation thereof.

Tenant agrees to indemnify, defend and hold the Airport Board and each of the Airport Board commissioners, owners, officers and employees, harmless from and against any and all claims and liabilities, including, without limitation, reasonable attorneys' fees, from injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Airport or the Hangar Space arising from (i) Tenant's use of the Hangar Space. (ii) any activity, work or thing done, permitted or suffered by Tenant in or about the Airport or the Hangar Space, (iii) any breach or default on the part of Tenant in the performance of any covenant or Lease Agreement on the part of Tenant to be performed pursuant to the terms of this Lease Agreement, or (iv) any other act or omission of Tenant or its representatives, employees, agents, contractors or invitees.

11) **Risk of Loss, Tenant** bears all risk of loss or damage to any property stored in the Hangar. Airport Board will not provide insurance for any property stored in the Hangar and is not responsible for any damage to or loss of the stored property, whether caused by fire, water, earthquake, liquefaction, theft, terrorism, or any other risk. Tenant acknowledges that insurance is available from independent insurance companies to protect Tenant in the event of theft, damage, or destruction of the stored property.

12) **Remedies,** In the event of a breach of this Lease Agreement by Tenant, the Airport Board/ Manager may terminate this Lease Agreement by giving the Tenant written notice of such termination in which event this Lease Agreement shall terminate, and all right, title and interest of Tenant hereunder shall expire on the date stated in such notice. The Airport Board/Manager also may enforce the provisions of this Lease Agreement and may enforce and protect the rights of the Airport Board/Manager hereunder by a suit or suits in equity or at law for the specific performance of any covenant or Lease Agreement contained herein, or for the enforcement of any other appropriate legal



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or equitable remedy, including, without limitation, recovery of all money due from Tenant under the provisions of this Lease Agreement.

Should the Tenant be in breach of this Lease Agreement and if the Tenant refuses to remove his aircraft from a leased hangar space and such refusal continues for sixty (60) days after demand to remove the aircraft, the Airport Board may cause such aircraft to be physically removed from the leased hangar space with no further liability to the Airport Board, Airport Board commissioners, owners, officers and employees for any damages for any reason. Additionally, the Tenant will be prorated hangar fees for day past the notice of termination during the sixty (60) day period.

Upon termination of this Lease Agreement, if Tenant has not restored the Hangar Space/s to the condition it was at the beginning of this Lease Agreement, the Airport Board may do so, and Tenant will be liable for such expense. Tenant shall pay all of the Airport Board's costs, charges and expenses, including, without limitation, reasonable attorneys' fees, incurred in enforcing Tenant's obligations under this Lease Agreement, incurred by the Airport Board in any action brought by the Airport Board/Manager or incurred by the Airport Board in any litigation, negotiation or transaction in which Tenant causes the Airport Board, without the Airport Board's fault, to become involved or concerned.

13) **Utilities**, the cost of electric service is included in the monthly rental fee provided there is no equipment being used on a permanent basis which would sustain a large electrical draw. Constant use of air conditioners, room heaters, air compressors, etc. would result in .in additional fee being applied to your monthly rental fee.

14) **Damage or Destruction by Casualty**, If the Hangar Space/s is/are damaged by fire or other casualty and if such damage renders all or a substantial portion of the Hangar Space/s unusable for the purposes of this Lease Agreement, this Lease Agreement shall terminate from the time of such determination by the Airport Board/Manager or Tenant. In the event a tenant is displaced due to damage or destruction by casualty the Airport Board will make every reasonable attempt to place the tenant in another hangar until the damage is repaired.

15) **Non Waiver**, No waiver of any condition expressed in this Lease Agreement shall be implied by any neglect of the Airport Board/Manager to enforce any remedy on account of the violation of such condition whether or not such violation is continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

16) **Brokers, Tenant** and the Airport Board/Manager each represents that it has not dealt with any broker in connection with this Lease Agreement and agrees to indemnify and hold the other party harmless from all damages, liabilities. Claims, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from any claims or demands of any broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with the negotiation of this Lease Agreement and based on any Lease Agreement or understanding with the indemnifying party.

17) **Hazardous Substances**, For purposes of this Lease Agreement, "Hazardous Material" means any substance or material that is or becomes regulated, defined or designated, by any federal, state or local



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governmental authority, as hazardous, extremely hazardous, imminently hazardous, dangerous or toxic, or as a pollutant, contaminant or waste, and shall include, without limitation, oil and petroleum products and by-products and asbestos For purposes of this Lease Agreement. 'Environmental Laws" means any federal, state or local law, regulation, ordinance, code or rule relating to the emission, discharge, release or threatened release of a Hazardous Material, or relating to the manufacture, generation, processing, distribution, use, treatment, storage, transport or disposal of any Hazardous Material during the term. Tenant shall not and/or authorize any other person or entity to: (a) generate, maintain, manufacture, process, treat, transport, or abandon am Hazardous Material at, on, in or under the Hangar Space/s: or (b) cause or allow a release or spill of any Hazardous Material at, on, in or under the Hangar Space/s. Tenant agrees to comply, at its sole cost and expense, with all applicable Environmental Laws during the Term. Tenant shall indemnify defend and hold the Airport Board, and its commissioners, employees, officers, successors, assigns, representatives, agents, contractors and invitees, harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, proceedings, costs and expenses arising from, or attributable to, any breach by Tenant of its obligations under this Section 11. Tenant's obligations under this Section 11 shall survive the termination or expiration of this Lease Agreement.

18) **Title and Covenant Against Liens,** The Airport Boards interest in the Hangar Space is paramount and always shall he paramount to the rights or interest of Tenant and nothing contained in this Lease Agreement shall empower Tenant to do any act which can, shall or may encumber the interest of the Airport Board/Manger in the Hangar Space's. The Airport Board/ Manager shall have a lien on a derelict or abandoned aircraft for all unpaid fees and charges for the use of the airport by the aircraft and for all unpaid costs incurred by the Airport Board for the transportation, storage, and removal of the aircraft. Tenant covenants and agrees not to suffer or permit any lien (including, without limitation, those of mechanics or materialmen) to be placed upon or against the Hangar Space/s or against Tenant's interest hereunder and, in the case of any such lien attaching, to discharge such lien within ten (10) days after Tenant's receipt of written notice of the filing of such lien, at Tenant's sole cost and expense, either by the payment thereof or by bonding over such lien. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or he placed upon the Hangar Space. If any such lien so attaches and Tenant fails to pay and remove the same within ten (10) days. the Airport Board/Manager, at its election, may pay and satisfy such lien and in such event the sums so paid by the Airport Board, with interest from the date of the Airport Board's payment thereof al the highest lawful rate of interest permitted to be charged by applicable law. shall be deemed to be an additional amount due and payable by Tenant at once without notice or demand.

19) **Maintenance,** Lessee and Lessor shall be responsible for maintenance and repairs to the Leased Premises as set forth below:

- (i) Lessee shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. Such repairs shall be undertaken by the Lessor, and Lessee will be assessed the amount of the repairs and will be expected to immediately remit payment.



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- (ii) General maintenance and repair of the Hangar, not caused by negligence or willful misconduct of the Lessee, its agents, employees, or guests, will be the responsibility of Lessor.
- (iii) If maintenance/repairs are the responsibility of the Lessee, rent shall not be abated during the period of maintenance/repairs.
- (iv) If maintenance/repairs are the responsibility of the Lessor, and damage or scope of repairs render the Leased Premises untenable for a period of seven (7) days or more, Lessor shall make reasonable efforts to provide Lessee with space in an unoccupied area of the Hangar or a tie down space. Alternatively, the Lessee shall have the option to terminate this Lease Agreement by notifying the Lessor in writing of this election.

20) **Miscellaneous.** Tenant shall not sublease, assign, sell or transfer this hangar Lease Agreement in any way, its rights hereunder. No modification, waiver or amendment of this Lease Agreement or of any of its conditions or provisions shall be binding upon the Airport Board/Manager or Tenant unless approved in writing signed by the Airport Board/Manager and Tenant. The invalidity of any provision of this Lease Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Lease Agreement.

All understandings, permits and Lease Agreements, oral or written, previously made between the parties hereto relating to the subject matter hereof are merged into this Lease Agreement, which alone fully and completely expresses the Lease Agreement between the Airport Board/Manager and Tenant. When required by context, the singular shall include the plural and the neuter gender shall include a person, corporation, firm, association or other entity.

This Lease Agreement does not represent or constitute an estate in land or an interest in real property. The terms and provisions of this Lease Agreement shall be governed and construed in accordance with the laws of the State of Tennessee venue for any dispute is in Robertson County Tennessee. Each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Lease Agreement shall be held to be void or invalid, the same shall not affect the remainder hereof, which shall be effective as though the void or invalid provision had not been contained herein.

If the Tenant sells the aircraft specified in the Grant of Use clause in this hangar Lease Agreement, the Tenant will have one hundred and twenty (120) days of which to occupy the hangar with an owned aircraft, proof of primary ownership/lease required. If no owned/leased aircraft is provided to the Airport Board/Manager within one hundred and twenty days (120) the hangar lease agreement is terminated and available for lease unless Tenant is in negotiations of replacement aircraft. Proof of negotiations must be submitted to the Airport Board/Manager for approval for extension.

21) **Notices.** All notices, approvals, consents, demands and other communications required by this Lease Agreement must be in writing to be effective and personally delivered or sent by certified United States Mail, postage prepaid, or by a recognized delivery service that provides registered and verifiable shipment or air bill tracking and delivery record, with costs prepaid, to the addresses set forth below.



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To the Airport Board/Manager: Springfield-Robertson County Airport

Airport Manager

4432 Airport Rd

Springfield, TN 37172

By: _____
Airport Manager

TENANT

By signing this document, I agree to abide by the terms and conditions of the hangar lease Agreement, and rules and regulations of the Springfield-Robertson County Airport; and certify under penalty of perjury that I am the majority owner/primary lessee of the above-stated aircraft listed on Page 1, Item 2, "Grant and Term", and have not entered into this lease for the purpose of circumventing the hangar waiting list.

By: _____
Tenant's or Company Name (Print)

Date: _____

Signature of Tenant

Signature of Personal Guarantee of all Lease Terms

Tenant Contact Information:

Name(s): _____

Mailing Address: _____

Work: _____ Home: _____

Cell: _____ Email: _____