

Non-Commercial Hangar Space Lease Agreement
Lakefield Airport, 6177 State Route 219
Celina, Mercer County, Ohio

Lessee: _____

Lessee Mailing Address: _____

E-mail Address: _____ Phone #: _____ Cell #: _____

Aircraft Year/Make/Model _____

Tail Number _____ Aircraft Color: _____

Hanger Number _____ Rental Amount \$ _____ / Month Insurance on File Yes / No (circle)

NOTE TO LESSEE: THIS AGREEMENT CONTAINS A WAIVER OR LIABILITY IN FAVOR OF LAKEFIELD AIRPORT AUTHORITY IN PARAGRAPH 12. PLEASE DISCUSS THIS AGREEMENT, INCLUDING THE WAIVER WITH YOUR ATTORNEY.

This Hanger Space Lease Agreement (this "Agreement") entered into by and between Lakefield Airport Authority (Lessor) and Lessee in consideration of the mutual covenants contained herein, and for other good and valuable considerations, the parties hereby agree as follows:

- 1) **Lease of the Hanger Space:** Lessor hereby leases to Lessee the hanger space listed above (the Hanger) located at: Lakefield Airport, 6177 State Route 219, Celina, Mercer County, Ohio (the Airport). The Lessee intends to use the Hanger Space for (check the one that applies)

Airplane Storage

Equipment Storage (See equipment storage clause below)

- 2) **Term:** The term of this Agreement shall commence on _____ and shall continue in effect on a month-to-month basis, unless terminated under the terms of this Agreement, or by either party with 30 day written notice, with or without cause. Notice of termination of this Agreement must be made in writing, and may be delivered by the Lessee personally to the Airport Manager or vice versa, or accomplished according to the provisions of paragraph 16 of this Agreement.

- 3) **Rent:** For use of the Hanger Space, Lessee shall pay Lessor, at the address specified in paragraph 16, the amount stated above. Said rent shall be payable in advance on the first day of each month, however for good cause shown by Lessee to Lessor or its agents or designees, in advance payment for any one month may be made and be considered to be timely up to and including the tenth of that month.

For payments received after the tenth of the month, a ten dollar (\$10.00) per month late fee will be assessed. As this is a monthly obligation, invoices will only be sent to Lessee if a late fee is applied.

- 4) **Services Provided:** Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lighting and electricity and normal building maintenance without additional cost to Lessee, provided, however that Lessor reserves the right to assess and additional fee for utilities by Lessee beyond normal requirements as determined by Lessor.
- 5) **Use of the Hanger Space:** The Hanger Space shall be used for storage of the aircraft and aircraft related products only of Lessee. No maintenance of the Aircraft shall be performed in the Hangar Space of the Hangar without the

prior written approval of Lessor, except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Lessee shall at no time store aircraft fuel, gasoline, or any other type of fuel, in the hangar provided by Lessor, with the exception of fuel already in the aircraft fuel tank(s). Lessee shall not at any time fuel an aircraft inside the hangar. Failure to comply with these restrictions on fuel storage and use shall constitute a default of the entire contract and will result in immediate termination of the lease without prior notice by Lessor which is otherwise provided in paragraph 16 of this agreement.

Lessee shall control the conduct and demeanor of its agents and invitees, in and around the Hangar and Hanger Space, and shall take all steps necessary to remove persons of whom Lessor or its agents may, for good and sufficient cause, deem objectionable. Lessee shall keep the floor of the Hanger Space clean and free of debris at all times, within the reasonable limits of the conduct of his business activities. Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by any federal, state or local government agency, or by Lakefield Airport (the "Airport Authority").

Lessor and agents of Mercer County, Ohio shall have the right to enter the hangar for the purposes of inspection with reasonable notice to the Lessee and shall have the right to enter without notice to the Lessee for reasons of emergency.

- 6) **Primary Lease:** It is expressly understood and agreed that if the primary lease between the Lakefield Airport Authority and Lessee, which covers the Hangar and adjacent areas, is terminated, cancelled or for any reason abated as to any portion of the Hangar or adjacent areas, such termination, cancellation or abatement will operate as a cancellation of this Agreement, and Lessor will be relieved of liability for any and all damages Lessee may sustain as a result thereof. This paragraph shall be deemed inoperative if this Agreement is the primary agreement between the parties.
- 7) **Sublease/ Assignment:** Lessee shall have no right to sublease the Hangar Space or to assign this Agreement without the prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar Space shall constitute a sublease.
- 8) **Condition of Premises:** Lessee shall accept the Hangar Space in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvement or repairs of any kind on or about said Hangar Space.
- 9) **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, upon completion or such additions and improvements, become Lessor's property and shall remain in the Hangar Space at the termination of this Agreement, however terminated, without compensation or payment to Lessee.
- 10) **Causality:** In the event the Hangar or the Hangar Space, or the means of access thereto, shall be damaged by fire or any other case, the rent payable hereunder shall not abate provided that the Hangar Space is not rendered untenable by such damage. If the Hangar Space is rendered untenable and Lessor elects to repair the Hangar or Hangar Space, 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 Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar Space is rendered untenable and Lessor elects not to repair the Hangar or Hangar Space, this Agreement shall terminate.
- 11) **Indemnity; Force Majeure:** Lessee agrees to defend, indemnify and hold Lessor, Mercer County, 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 cost, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to Lessor by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents of any covenant or condition of the Agreement or by any negligence, act or failure to act of those persons. Lessor shall not be liable 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.

12) 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 the aircraft or other property of Lessee that may be located or stored in the Hangar space, 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 space under this agreement.

This clause shall survive the termination of the contract.

13) Default: This Agreement shall be breached if: (a) Lessee shall default in the payment of any rental payment hereunder; (b) Lessee shall default in the performance of any other covenant herein, and such default shall continue for five (5) days after receipt by Lessee of notice thereof from Lessor, with the exception of the restriction on fuel storage and use, stated in paragraph 5, which shall constitute a default without notice by Lessor; (c) Lessee shall cease to do business as a going concern; (d) a petition is filed by or against Lessee under Bankruptcy Act or any amendment thereto in its property or the benefit of creditors; or (e) Lessee violates the prohibition against alcoholic beverages as stated in paragraph 17 of this lease, which shall constitute a default without notice by Lessor. In the event of any breach of this Agreement by Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the Aircraft and any other property of Lessee from the Hangar Space, using such force as may be reasonably necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity. Failure of Lessor to terminate this Agreement upon a default by Lessee shall not constitute a waiver of Lessor's rights to deem and declare a subsequent breach of the terms of this Agreement a default by Lessee.

14) Relationship of Parties: The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts of omissions of Lessee, its employees or agents.

15) Remedies Cumulative: The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

16) 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 U.S. mail, return receipt requested or personal service:

(1) If to Lessor, address to: Lakefield Airport Authority
PO Box 613
Celina, OH 45822

(2) If to Lessee: Address on File unless otherwise stated

Notices shall be deemed effective as of the date of receipt as shown on the return receipt. If service is returned "refused" then the notice shall be mailed by ordinary US mail and deemed received three days after mailing.

17) Alcoholic Beverages: Lessee, its agents, or invitees shall not possess or consume alcoholic beverages anywhere on airport property, including inside hangars. Failure to comply with this provision shall be deemed to constitute a default on the entire contract without the notice requirement set forth in paragraph 16 of this Agreement, at the discretion of Lessor.

- 18) 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 Space. Any change or modification hereof must be in writing signed by both parties.
- 19) Waiver:** The waiver by either party of any covenant of condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.
- 20) Successors Bound:** This Agreement shall be binding and shall inure to the benefit of the heirs, legal representative, successors and assigns of the parties hereto.
- 21) Severability:** If a provision of any part hereof shall be declared void or illegal by any court of administrative agency having jurisdiction over the parties to this Agreement, 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 the parties.
- 22) Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Ohio and the laws and administrative regulations of the United States of America.
- 23) Insurance:** Lessee shall maintain renters insurance in an amount not less than **\$500,000**. Lessee shall provide the airport with proof of insurance and require the insurer to provide the Lessor with thirty (30) days notice of cancellation. Lakefield Airport Authority and Mercer County Commissioners should be named as additional insureds.
- 24) Alteration and Amendments:** Lessor may change the terms of this Agreement at any time in writing with thirty (30) days written notice. Failure of Lessee to remove Lessee's possessions by the end of that thirty (30) day period shall constitute acceptance of the new lease terms.
- 25) Equipment Storage:** Lessee understands that hangar space is to be used primarily for aircraft and aircraft related product storage and such storage is given preference by the Lessor. This lease may be terminated by Lessor with 48 hours notice to vacate the rented Hanger Space if Lessee is using the hanger for equipment storage. Any adjustment or re-imburement of rental payment due to Lessor demand to vacate is at the discretion of the Lessor.

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

LESSOR: Lakefield Airport Authority

By: _____

Title: _____

Dated: _____

LESSEE: _____

By: _____

Dated: _____

**THIS AGREEMENT WAS PREPARED BY:
THE OFFICE OF THE MERCER COUNTY PROSECUTING ATTORNEY**

**ADOPTED BY: LAKEFIELD AIRPORT AUTHOURTY, MERCER COUNTY, OHIO
IN REGULAR SESSION: July 12, 2010
Rev. August 31, 2017 – (Added Phone Numbers)**