

**STATE OF GEORGIA
COUNTY OF COWETA**

**LEASE AGREEMENT FOR T-HANGAR STORAGE AT
THE NEWNAN-COWETA COUNTY AIRPORT AUTHORITY**

This Lease Agreement is entered into and effective the _____ day of _____ 2020, (“Agreement”) between THE NEWNAN-COWETA COUNTY AIRPORT AUTHORITY, hereinafter referred to as “Authority” or “Lessor”, a body corporate and politic existing under the STATE OF GEORGIA and the true and lawful owner of the NEWNAN-COWETA COUNTY AIRPORT, (the “Airport”), acting by and through the Airport Manager, and _____, hereinafter referred to as “Lessee”, who covenant and agrees as follows:

Section 1. Lease of Hangar

Lessor hereby leases T-Hangar # _____ (the “Hangar”). The Hangar shall be used and only occupied by Lessee for the storage of the following described aircraft, aircraft-related equipment and storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar:

Aircraft Make: _____ Aircraft Model: _____

Aircraft Year: _____ Aircraft Serial Number: _____

Registration No: _____

Section 2. Term

The term of the Agreement (the “Term”) shall be one (1) month and shall be automatically renewed for consecutive one (1) month periods upon the same terms and conditions at the conclusion of the current month, unless otherwise terminated as provided herein.

Section 3. Rent

- A. Lease Payments - Subject to adjustment as herein below provided, Lessee agrees to pay to Lessor, without offset or deduction, payment for the Hangar at the initial rate of _____ Dollars and _____ Cents (\$ _____) per month, in advance (the “Lease Payment”). The first Lease Payment shall be due and payable on or before the first day of occupancy of the Hangar, with successive payments being due and payable on the first day of each month thereafter during the Term.
- B. Adjustment of Lease Payment – Lessor reserves the right to adjust Lease Payments at any time with thirty (30) days written notice to Lessee. Hangar rental rates shall be reviewed and adjusted periodically by Lessor in order to maintain a competitive rate structure, ensure sufficient funds are available for hangar maintenance, and contribute to the airport’s federal self-sufficiency requirements as outlined in the Federal Aviation Administration (FAA) Grant Assurances for Airport Sponsors.
- C. Payment Method - All Lease Payments shall be paid as the same become due, without demand, in lawful currency of the United States, made payable to Newnan-Coweta County Airport Authority, by mail to, 115 Airport Road, Box 2, Newnan, Georgia or by hand-delivery to the aforementioned address. Payments must be postmarked prior to the due date in order to not be considered late. Should the Authority establish a method of collecting digital or electronic payments, lessee may elect to have his credit card on his Fuel-House Account charged at the beginning of every month.

- D. Late Payments - In the event Lessor fails to receive any Lease Payment on or before the tenth (10th) day of the month, a Late Payment penalty equal to ten percent (10%) of such payment shall be charged to Lessee. In the event Lessee shall remain delinquent for more than 10 days, Lessee shall be in default as described in Section 20 Default, and Lessee's rights of occupancy and/or this Agreement may be terminated by Lessor. Lessee agrees to pay all collection or attorney's fees as may be necessary to collect any and all amounts due hereunder, but not paid to Lessor.
- E. Insufficient Funds - Lessee further agrees that should any check or negotiable instrument tendered for rent payment be dishonored, returned for insufficient funds or otherwise not promptly paid to Lessor, Lessee shall promptly pay to Lessor all rents due plus a fifty dollar (\$50) handling fee, by certified check or money order payable as defined in Subsection 3C. Payment Method.
- F. Third-Party Payments - Acceptance of third-party payments by Lessor does not permit transfer of hangar lease agreement and associated rights to said third-party.

Section 4. Maintenance and Repairs to the Hangar

Lessee agrees to accept the Hangar in an "as is" condition. The Lessor shall be responsible for all maintenance/repairs to the Hangar, including the hangar doors, except when necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. In this case, the responsible party shall reimburse Airport for the cost of the repairs.

Section 5. Use of the Hangar

- A. The Hangar shall be used exclusively for the storage of the aircraft listed in Section 1, aircraft-related equipment, and storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar.
- B. Lessee will be allowed to park a single, passenger vehicle in the Hangar only at such time they are using the aircraft. At no time shall any vehicle be parked in or adjacent to the taxi-lanes in such a way that prevents other aircraft, tenants, or Airport personnel from accessing adjacent hangars.
- C. Pursuant to the most current version of FAA Order 5190.6B, Airport Compliance Manual, the lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be illegal, unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. Lessee shall dispose of oil and hazardous materials in compliance with all applicable environmental regulations. At no time shall the Lessee's engines be started within the Leased Premises.
- D. Lessee shall control the conduct of its agents, employees, and guests, and those doing business within and around the Hangar and shall take all steps necessary to remove all persons who Lessor, for good and sufficient cause, deem objectionable.
- E. Lessee shall keep the Hangar clean and free of clutter and garbage.

Section 6. Storage of Fuels and Hazardous Materials

- A. Lessee agrees that they will not store gasoline and other aviation fuels in the Hangar, other than fuel stored in the fuel tanks of an operational aircraft and minimal working quantities not to exceed five (5) gallons stored in an approved container. Hazardous materials shall not be stored in/on the Leased Premises. Aircraft oil may be stored in the hangar provided the quantity of such does not exceed a workable quantity for that aircraft.

Any storage of oil and fuel must meet local fire code(s) as well as environmental regulations and best practices (e.g., secondary containment) by the United States Environmental Protection

Agency (EPA) and Georgia Environmental Protection Division (EPD). Increased amounts will be allowed per the discretion of the local fire marshal and Airport Management.

- B. Pursuant to NFPA 407, fueling of aircraft inside the Hangar is prohibited under any circumstances.
- C. Lessee acknowledges that hazardous operations such as fuel transfer, welding, torch cutting, torch soldering, doping, spray painting, or similar activities as may be otherwise specified in NFPA 409 are prohibited in the Hangar.
- D. Lessor will provide and maintain one (1) 10-pound B/C rated dry chemical fire extinguisher for each Hangar. Lessee will reimburse Lessor annually for the cost of the extinguisher.

Section 7. Competition with FBO

Lessee is prohibited from acting as a fixed base operator in any way. Lessee is further prohibited from selling any fuels, lubricants, other products, or services to third parties or persons without the prior written consent of the Lessor.

Section 8. Sublease or Assignment

Lessee shall not sublease the Hangar or assign this Agreement. Violation of this provision will result in the immediate termination of this Agreement as described in Section 20 Default.

Section 9. Sale, Disposal, or Change of Aircraft

In the event of any change in the type of aircraft or aircraft registration number, Lessee must notify Lessor of the change in writing.

In the event Lessee no longer possesses an aircraft, he will vacate the hangar within thirty days of such disposal and the hangar will be leased to another. Extensions will be considered at the discretion of Airport Management for reasonable exceptions, such as the purchasing and transport of a new aircraft, provided Lessee is completing such in an expeditious manner.

Section 10. LLCs, Incorporations, and Partnerships

Lessee's aircraft may be owned by an LLC, Corporation, or Partnership, and Lease may be signed in the name of an LLC, Corporation, or Partnership by the Authorized Signatory of that organization. The Authorized Signatory of said organization shall own an equal or majority share of the aircraft listed in Section 1 Lease of Hangar. Lessee shall present all applicable contractual and legal documents of said organization to Lessor and demonstrate proof of the requirements listed herein. Lessee is prohibited from entering into an agreement as described above for the purposes of subleasing or assigning the Hangar.

Section 11. Airworthiness

Lessee's aircraft must be airworthy and in condition for safe operation. Lessee shall demonstrate to Lessor within five (5) days, upon Lessor's reasonable request, that Lessee's aircraft is airworthy as defined within the most current version of FAA Order 8130.2 and in condition for safe operation. Failure to so demonstrate within five (5) days shall constitute a breach of this Agreement and grounds for immediate termination.

Section 12. Damaged Aircraft, Aircraft Under Construction, and Aircraft Undergoing Inspection

Exceptions may be made to the Section 11 Airworthiness requirements for the following reasons:

(1) damaged aircraft under repair, (2) aircraft under construction, and (3) aircraft undergoing conditional inspection. In all cases, Lessee shall demonstrate and provide proof of measurable and substantial progress on a monthly basis to the satisfaction of Airport Management.

Section 13. Right of Inspection

Lessee shall permit Lessor and Lessor's agents, representatives, or employees to enter into the Hangar at all reasonable times to make repairs, additions or alterations as may be necessary for the safety, improvement, or preservation of the Premises, or for inspections to ensure compliance with the Lease Agreement and the Airport Rules and Regulations. Notifications for Hangar Inspections shall be conducted in accordance with the T-Hangar Inspection Policy instituted by the Authority. Acceptable methods of tenant notification shall include either by phone call, text, or by email.

Section 14. Alterations

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

Section 15. Insurance

Lessee shall provide evidence of liability insurance, at its own expense, for the benefit of itself. Liability insurance for property damage or personal injury or death, arising as a result of Lessee's occupation of the Hangar, in the amount not less than one million dollars (\$1,000,000.00) shall:

- A. Be issued by insurance companies acceptable to Lessor and licensed to do business in Georgia;
- B. Name Lessor as an additional insured or loss payee, as the case may be; and
- C. Provide for at least ten (10) days written notice to Lessor prior to cancellation or modification. Lessee shall provide Lessor with duplicate originals of all insurance policies required by this Section. Certificates of such required insurance shall be furnished by Lessee to Lessor and Certificates presently then in effect shall be on file at all times. Any changes in those certificates must have the prior written approval of Lessor.

Section 16. 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 damages. 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 the acts or omission of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered untenable and the Lessor elects not to repair the Hangar, this Agreement shall terminate.

Section 17. Indemnity

Lessee agrees to indemnify and hold Lessor, its officers and employees harmless for and against any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense of such claims and demands arising for the conduct or management of the Lessee's activities in/on the Hangar or from any act of negligence of Lessee, its agents, contractors, licensees, or negligence of Lessee, its agents,

contractors, licensees, or invitees in or about the Hangar. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by legal counsel acceptable to Lessor.

Section 18. Force of Nature

Lessor shall not be liable for its failure to perform this Agreement or any loss, injury, damage, or delay of any nature whatsoever resulting from or caused by any acts of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, pandemic, or any other cause beyond Lessor's control.

Section 19. Disclaimer of Liability

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, 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.

Section 20. Default

This Agreement shall be breached due to:

- A. Failure of Lessee to pay any Monthly Rent or any other sum payable to Lessor hereunder within ten (10) days of the date that it is due.
- B. Failure of Lessee to comply with a term, condition or covenant of this Agreement other than the Monthly Rent or other sum of money, within 30 days after delivery of written notice thereof to Lessee.
- C. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement, or Lessee assigns his/her property for the benefit of creditors.
- D. 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 using such force as may be reasonably necessary, without being deemed guilty of trespassing, 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.

In the event of default continuing for ninety (90) days due to the nonpayment of Monthly Rent specified herein, Lessor may take possession of and sell all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed or stored by Lessee in the Hangar, and said sale may be in any manner prescribed by law with Lessor crediting the net proceed upon any indebtedness due to damage or sustained by Lessor, without prejudice to further claims to arise later under the terms of this Agreement.

Section 21. Airport Rules and Regulations

Lessee agrees to abide by all Airport Rules and Regulations, as amended, which are incorporated herein by reference. A copy of the current Airport Rules and Regulations may be obtained from the Airport Manager's office. Use of the assigned hangar space, the airport premises, and runways is subject to the Federal Aviation

Regulations (FARs) and other applicable state, local, and other federal laws pertaining to the operation of public airports and surrounding airspace.

Section 22. Governing Law

This Agreement shall be controlled and governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this agreement shall be submitted to the Magistrate, State or Superior Court of Coweta County and Lessee expressly consents to venue and jurisdiction therein.

Section 23. 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 omission of Lessee, its employees or agents.

Section 24. Remedies Cumulative

The rights and remedies with respect to any of the terms and conditions of the Agreement shall be cumulative, exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

Section 25. Notices

All notices or requests required or permitted to be given pursuant to this Agreement shall be in writing and deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses shown below.

An exception for notices regarding Lessee’s change of address or aircraft information is permitted by email. Such notices must be sent to the following address to be considered as received. Additionally, an email notice is only deemed to be received after the sender (Lessee) receives a reply, not including an automated message that the email has been delivered.

Email Notices: kcconotices@coweta.ga.us

Lessee:

Emergency Contact Number: _____

Email Address: _____

Lessor:

Newnan-Coweta Airport Authority
Attn: Airport Manager
115 Airport Road, Box 2
Newnan, Georgia 30263

Section 26. Paragraph Headings

The headings to the paragraphs in this Agreement are solely for convenience and may have no substantive effect on the Agreement, nor are they intended to aid in the interpretation of this Agreement.

Section 27. 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 changes or modification hereof must be in writing signed by both parties.

Section 28. 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.

Section 29. Successors Bound

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

Section 30. Severability

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this 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.

Section 31. Taxes and Fees

Lessee agrees to pay, in addition to the Monthly Rent provided herein, all applicable personal property taxes or any other taxes which Lessee may be required by law to pay. Lessee shall present proof of local property taxes paid upon demand from Lessor.

Section 32. Termination

Notwithstanding the Term set forth in Section 2 Term and provided Lessee is not in material default under this Agreement, Lessee shall have the right to terminate this Agreement at any time by providing Lessor written notice with thirty (30) days' notice prior to the effective date of termination. Lessor shall have the right to terminate the Agreement at any time for cause as stated within Section 18, or with thirty (30) days' notice to Lessee for no cause.

IN WITNESS WHERE OF the said Lessor and Lessee have executed this Agreement as of the date set forth above.

LESSEE: _____

BY: _____

TITLE: _____

DATE: _____

LESSOR: Newnan-Coweta County Airport
Authority

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A (OPTIONAL)
ADDITIONAL AIRCRAFT

Aircraft Make: _____

Aircraft Model: _____

Aircraft Year: _____

Aircraft Serial Number: _____

Registration No: _____