



## T-HANGAR LEASE AND STORAGE SPACE AGREEMENT

This Lease Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“TENANT”) and GOLDEN EAGLE AVIATION, LLC (GEA) relative to the subject property described as: Hangar No. \_\_\_\_ at the Moton Field Municipal Airport, address: **Golden Eagle Aviation 1721 General B.O. Davis Jr. Drive Tuskegee, AL 36083**

### AGREEMENT

#### Section 1

Terms and use of rental is set forth in accordance with standard provisions below.

- 1. Premises:** Airplane T-Hangars, Storage Units, and associated common areas, herein referred to as “premises” located at 1721 General B.O. Davis Jr. Drive, Moton Field Municipal Airport, Tuskegee, AL 36083
- 2. Use:** The leased hangars shall be used and occupied only for the storing of aircraft operated by hangar tenant and related equipment as in accordance to airport regulations. The leased premises shall be used and occupied, only for the personal, and private use of the tenant, and shall not be used for any on-going business, commercial operations, warehouse of goods or services for sale to third parties without written permission from GEA.
- 3. Term:** Lease will begin \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and end at close of business the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, If a new lease has not been signed before the termination of this lease, with all other provisions of this lease in compliance, the lease will convert to a Month-To-Month rental. The current lease requirements, rules, and covenants will remain in-force. After a lease converts to a Month-To-Month either party can terminate with a 30 day notice in writing to the other, regarding either GEA’s or tenants intent to terminate.
- 4. Month-To-Month Conversion:** Lessee agrees to pay a \$10 surcharge in addition to the rent until the month to month lease agreement is terminated.
- 5. Lease Payment:** Tenant shall pay GEA a monthly lease of \$\_\_\_\_\_ on or before the first day of each month. A deposit equal to the amount of the first month rental payment shall be paid simultaneously with the execution of this agreement. Lease Agreements signed previous to this agreement shall be considered void upon the signing of this lease, and subject to the month to month provisions of Paragraphs 3. The original lease deposit will be carried over and applicable to this lease. The monthly rental payment is considered delinquent if it has not been received by GEA on the 5<sup>th</sup> day of the month it is due. If payment is received after the 5<sup>th</sup> day, there shall be an added late charge of \$25.

6. **Utilities:** GEA agrees to furnish adequate utility services for external night time lighting and internal hangar electricity. GEA assumes no liability to Tenant for failures of interruptions of any services furnished to tenant due to causes beyond the control of GEA, including but not limited to weather, floods, fires and/or power failures. In the future, GEA reserves the right to install individual electric utility meters in which the tenant will be responsible for their own utilities.

## Section 2

### STANDARD RULES and PROVISIONS

7. **Prohibited Uses:** Tenant shall not use, permit, cause or commit any waste in or upon the premises or display any actions public or privately which may interfere with or disturb the quiet enjoyment of other tenants or permit use of the premises for any improper or unlawful purposes.
8. **Disabled Aircraft:** Tenant shall only store:
- Aircraft in a airworthy condition
  - FAA registered aircraft with current airworthiness certificate in a continuing process of overhaul and/or repair
  - Final assembly of aircraft in preparation to obtain airworthiness certification
  - Should Tenant sell aircraft, Tenant shall have ninety (90) days to acquire an aircraft to house or Tenant shall relinquish said premises to GEA. Any exception to this requirement must be approved by GEA management.
9. **Compliance with Applicable Laws:** Tenant agrees to comply with all applicable laws, ordinances, rules, regulations and orders of any Federal, State, County and City governing the conduct of tenant activities on the premises. Tenant shall observe and comply with all rules and regulations of GEA, consistent with this lease and government rules.
10. **Alterations:** Tenant shall make no permanent or temporary changes, alterations, additions, paint, or do any work in connections therewith, on or about the premises without prior and written consent of GEA management. Improvements or additions to the leased premises shall be deemed to be fixtures and title to said improvements or additions shall be vested to GEA immediately upon completion of the construction or attachment.
11. **Entry and Inspection:** GEA reserve the right to enter premise for inspection from time to time during the term of lease upon giving 48 hours notice to Tenant (except in cases of an emergency or urgency), at which time no notice is required to make repairs deemed necessary by GEA for the safety, improvement or preservation of the leased premises without abatement of rent.
12. **Care of Premises by Tenant:** Tenant shall keep the leased premise in a safe, neat, clean and presentable conditions at all times and shall promptly repair any damage caused by Tenant, its officers, agents, guest or employees. Hangars must be returned to GEA in the same condition as received, with exception of normal wear and tear through no fault of the Tenant.

- 13. Indemnity:** Tenant agrees to indemnify GEA, its officers, agents, employees and guest against all claims, demands, cause of actions, suits or judgments (including costs and expenses incurred in connections therewith) for injuries to persons or for loss or damage to property arising out of or in connection with the negligent act or omission of tenant, its officers agents or employee's in the use and occupancy of the premises and airport facilities.
- 14. Disclaimer:** Tenant accepts GEA's disclaimer of any warranty, express or implied of the conditions or fitness for the use of the leased premises. Tenant further agrees to not hold GEA or any of its officers, agents or employees responsible for the loss to Tenant aircraft.
- 15. Default:** If Tenant refuses, neglects or fail to perform, observe or keep any part of the agreement, terms or conditions contained herein for ten (10) consecutive days after written notice from Golden Eagle Aviation, GEA may then enter the leased premise and repossess the premises and expel the Tenant without being deemed guilty of trespass and without prejudice to any and all rights and remedies from arrears of rent or breach of covenant. Upon such entry, the lease shall terminate and Tenant shall remain liable to GEA for damages suffered by GEA including but not limited to unavoidable loss of rent for the remainder of the term incurred as a result of termination. GEA's waiver of any default or breach by Tenant, including acceptance of rent shall not be deemed a waiver by GEA of any subsequent default or breach by Tenant.
- 16. Assignment, Encumbrances, and Subletting:** Tenant shall not assign, pledge or otherwise encumber this lease or the premises covered thereby. Tenant shall not sublet the premises or any part thereof or furnish to any other person any ground space, office space, aircraft storage space or other rights or privilege in or on any Airport property without the prior written consent of GEA management. The rental amount paid to Tenant shall not be greater than that paid by the Tenant to GEA. GEA has the right to inspect lease and or agreement between Tenant and sub-Tenant. It is understood that consent of GEA to sublet in one instance shall not constitute consent of any other subletting. Any assignment, sublease or other such agreements consented shall be in writing and approved by GEA management.
- 17. Termination of Lease:** Upon termination of this lease by either party, or by reason of default the Tenant shall remove aircraft and all other personal property and equipment stored. Tenant shall at its own expense, repair any damage cause by Tenant use. Tenant shall surrender the premises to GEA in the same manner in which was received. Should Tenant decided to terminate lease prior to the end of the term, Tenant will be responsible for continual payment until end of term.
- 18. Successors and Assigns:** The terms, covenants and conditions contained herein shall be binding upon Tenant heirs, successors, executors, administrations and assignees.
- 19. Signs:** Tenant shall not erect, install or place any signs on or about leased premises without prior consent and approval of GEA management.

- 20. Ingress & Egress:** Tenant guest and suppliers of materials and services shall have full right of ingress and egress onto the airport field and other buildings in accordance with GEA's management and airport security rules. Written consent must be provided by Tenant granting access to Tenant hangar and/or aircraft without the presence of the Tenant. Tenant's employees or agents are not to give out security gate codes to guest.
- 21. Chemicals/Toxic Substances:** No chemicals or other toxic substances shall be used or stored on premises unless in compliance with Federal/State HAZMAT guidelines and regulations and GEA rules as amended.
- 22. Notices:** All notices given or required in connection with this lease shall be in writing and shall be sent via Certified Mail, return receipt requested with postage and registration fees paid to the following person(s):

**GEA:** Golden Eagle Aviation  
 1721 General BO Davis Jr. Drive  
 Tuskegee, AL 36083

**Tenant Name:** \_\_\_\_\_

**Cell Phone** \_\_\_\_\_ **Home Phone** \_\_\_\_\_

**Address** \_\_\_\_\_ **City, St. & Zip** \_\_\_\_\_

**Make/Model:** \_\_\_\_\_ **N-Number:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**Serial Number** \_\_\_\_\_ **Insured Value** \_\_\_\_\_

**Home Phone** \_\_\_\_\_ **E-Mail Address** \_\_\_\_\_

- 23. Aircraft and Property Insurance:** Tenant shall carry insurance on any aircraft or equipment stored in hangar or leased premises or any ramp area. Aircraft and Property Insurance in sufficient coverage amounts to insure against loss of or damage to all owned, leased and/or borrowed aircraft, other property, and equipment, of tenant its agents, invitees and employees. Coverage as is reasonable for loss of or damage to aircraft, property, and equipment, of third parties. Failure of the Tenant to secure and maintain such insurance shall not, in any manner, obligate or render GEA, its agents or employees liable for claims of its tenants or any third party for loss of or damage to such property.
- 24. Waiver of Attorney:** GEA and Tenant agree that in the event of any litigation arising between parties to this lease. Tenant shall be solely responsible for payment of its attorney fees. In no event shall GEA be responsible for Tenant attorney fees regardless of the outcome of the litigation.
- 25. Severability:** If any provision of this agreement shall be finally declared void or illegal by a court having competent jurisdiction, 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 the parties.

Venue governed by Alabama law except where exempted by Federal law and rules and Regulations.

**26. Captions:** The captions to the various clause of this agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this agreement.

**27. Governing State:** Agreement is governed by and construed in accordance with the laws of Alabama.

**Golden Eagle Aviation, LLC**

**Lessee:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date \_\_\_\_\_

Date: \_\_\_\_\_

**Other Lessee sign here below:**

**List Tenant Employees**

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