



STANDARD 42' T-HANGAR LEASE AGREEMENT

THIS LEASE, made and entered into this _____ day of _____, 2023, by and between SARASOTA MANATEE AIRPORT AUTHORITY, a political subdivision of the State of Florida, ("Authority"), and «**CompanyName**», «**FirstName**» «**LastName**» as Tenant.

WITNESSETH:

In consideration of the mutual covenants and agreement hereinafter set forth, and the rent reserved by Authority to be paid by Tenant, Authority hereby leases and demises unto Tenant, and Tenant hereby leases from Authority that certain real property situated in Manatee County, Florida, hereinafter described, at the rentals and upon the terms and conditions hereinafter set forth:

1. PREMISES:

The Lease premises are **T-HANGAR No.: «Bldg»-«Hangar »** (41'6" Wide x 11'10" High x 32'6" Deep), located on the «side of field» side of the Airport and identified on Exhibit A attached hereto and made a part hereof.

Tenant has had an opportunity to inspect the Premises and accepts them in an "as is" condition. Tenant shall provide Authority with a written list of any material defects in the Premises within ten (10) days after the commencement of the Lease. **No alterations to the Premises are permitted without Authority's written consent.**

2. TERM

The Lease begins on «**Move_in_Date**» and continues as a month-to-month tenancy from the 1st of the following month. To terminate tenancy the Landlord or Tenant must give the other party a written 30 day minimum notice of Lease non-renewal. The Tenant may only terminate their Lease on the last day of any month and the Landlord must receive a written notification of non-renewal at least 30 days prior to the last day of that month. If, after giving notice of termination, the tenant holds over beyond the termination date for 1-15 days, the tenant is responsible for payment for the 1st 15 days of the month. Should the tenant continue to hold over beyond the 15th day of the month, the tenant is responsible for the entire month's rent.

3. RENT

The rent for the Lease term is \$****.00 per month plus applicable State of Florida sales tax (currently 7%), payable the first day of each month in advance except the initial month's rent which shall be pro rated from date of occupancy. Rental payments can be mailed to **Sarasota Manatee Airport Authority, 6000 Airport Cir., Sarasota, FL 34243-2105.**

In the event Tenant fails to make timely payment of any rent, fees, and charges due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, tenant shall be liable for costs incurred by Authority to collect the untimely rent and interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the day payment is received by Authority. Authority shall not be prevented from terminating this Lease for default in the payment of rents, fees, and charges due to Authority pursuant to this Lease, or from enforcing any other provisions contained herein or implied by law.

Upon execution of this Lease, Tenant shall pay a non-interest bearing security deposit to Authority in the amount of \$«**Deposit on File**».00 (**Deposit paid on «Move in Date»**). Upon termination of this Lease the deposit will be refunded to Tenant, provided Tenant is not in default of any Lease provisions. If Tenant is in default, the deposit will be applied to cure the default plus any applicable administrative overhead incurred by Authority.

4. USE

Tenant agrees to use the Premises exclusively for the purpose of storage of Tenant's aircraft and routine maintenance or service of Tenant's aircraft, including the right to modify or assemble aircraft. Aircraft stored in the hangar must be owned by Tenant. Tenant must be in possession of aircraft at the time of lease or, if new purchase, obtain possession within 90 days. The aircraft owned by Tenant to be stored upon the Premises is identified as follows:

Aircraft Registration No.: «AC» Aircraft Make & Model: «ACType»

If Tenant obtains a substitute aircraft, Tenant shall provide Authority a written notice including the identification

number, make and model of the substituted aircraft prior to storing the aircraft on the premises.

No storing of non-aviation equipment or property other than Tenant's aircraft or servicing of aircraft other than Tenant's aircraft shall be permitted on the Premises without the prior written consent of Authority. Tenant specifically understands and agrees that under no condition are hangar areas to be used for any commercial activity, including but not limited to, commercial aircraft assembly, general servicing for multiple aircraft, charter service, flying lessons, or aircraft leasing. No maintenance or servicing of aircraft by third parties (other than Fixed Base Operators) for compensation shall be permitted. No painting of aircraft by Tenant or third parties is permitted. Tenant's vehicle may be parked on Premises if properly permitted. Use, storage, and disposal of any environmentally sensitive materials such as gasoline, oil and paint shall be in accordance with the Sarasota Bradenton International Airport Operating Rules and Regulations.

5. MAINTENANCE

Tenant agrees to keep its Premises in a neat and clean condition in accordance with the Sarasota Bradenton International Airport Operating Rules and Regulations. General maintenance of hangar structures shall be performed by Authority at Authority's expense. Tenant shall be held responsible for any costs incurred by Authority for maintenance resulting from Tenant's negligence or abuse of said premises.

6. UTILITIES

Tenant is responsible for utilities to the hangar and shall pay the cost and expense for installation and use of all said utilities. All utilities shall be segregated by a separately metered account in Tenant's name. (Does not apply to storage rooms.)

7. ASSIGNMENT AND/OR SUBLETTING

Tenant shall not assign or sublet this Lease or any portion thereof to any third party.

8. CASUALTY

In the event the Premises or a portion thereof are rendered untenantable by fire or other casualty (including windstorm or hurricane), Authority shall have the option of terminating this Lease or rebuilding the premises, and in event of such casualty, written notice of the election by Authority shall be given to Tenant within thirty days after the occurrence of such casualty.

9. INSURANCE

Tenant agrees to carry at its expense Aircraft Liability insurance including Premises coverage during the term hereof, with terms and company satisfactory to Authority, for limits of not less than \$1,000,000 per occurrence for Bodily Injury or Property Damage Liability. The Sarasota Manatee Airport Authority, its officers, agents and employees must be named as additional insureds.

As to any policy to be carried by Tenant hereunder, said policy shall provide that Authority and Tenant shall be given a minimum of 30 days written notice by the insurance company prior to cancellation, termination or material change in such insurance. As to any policy to be carried by Tenant hereunder, Tenant shall provide Authority with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

10. INDEMNIFICATION

Tenant agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees and elected officials and each of them, harmless from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to persons (including loss of life) or property which may arise or be claimed to have arisen as a result of or in connection with, or in any way related to the Tenant's ownership, maintenance, and use of the above-described aircraft or the Tenant's occupancy or use of the Premises, whether or not occurring or resulting in damage or injury within the Premises. This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made. This indemnification shall survive the termination of this Lease Agreement for any event occurring during this lease term. This indemnification shall not extend to the liability of the Authority for their own negligent acts arising out of Tenant's ownership, maintenance and use of the above-described aircraft or the Tenant's occupancy or use of the Premises.

11. PERSONAL PROPERTY

Any personal property of Tenant or of others placed in the leased Premises shall be at the sole risk of Tenant or the owners thereof. Authority shall not be liable for any loss or damage thereto whether caused by the negligence of Authority, other Tenants, or third parties, by the acts of these parties, or the failure to act which may be claimed to cause loss or damage to the Tenant.

12. RIGHT OF ENTRY RESERVED

The Authority, through its agent(s) and/or employees, representatives and contractors, shall have the right to enter

upon, in and under all portions of the leased premises to perform appropriate maintenance and inspections or to take such action for the enforcement of any of the terms and conditions contained in this lease with advance notice when possible. However, nothing herein shall limit any entry by law enforcement agencies, government agencies, or entities who hold security interests to the Tenant's aircraft to enter the Premises.

13. DEFAULT

In the event Tenant fails to make any payment due hereunder, or breaches any provision of the Lease and fails to cure such breach within five (5) days after receipt of written notice from Authority, such event shall constitute an event of default. Upon Tenant default, Authority shall have all remedies permitted under Law. Amounts past due shall accrue interest at the highest rate permitted by law. In any action brought hereunder to enforce the terms of this Lease, the prevailing party shall be entitled to costs and attorney's fees including appellate actions.

14. NOTICES

All notices to parties shall be delivered as follows:

AUTHORITY:

Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL 34243-2105

TENANT:

«CompanyName»
«FirstName» «LastName»
«LeaseAddr1»
«LeaseAddr2»

15. ENVIRONMENTAL LAWS

Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Tenant, Tenant hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies, that Tenant is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Tenant of its operations pursuant to or upon the Premises. Tenant expressly represents, covenants, warrants, guarantees, and agrees that it shall comply with all applicable Federal, State, regional, and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all State and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep himself informed of future changes in the existing environmental laws.

Tenant hereby expressly agrees to indemnify and hold Authority harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Tenant's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

16. LAWS, RULES AND REGULATIONS

Tenant agrees to observe and abide by all rules, regulations and procedures promulgated from time to time by Authority concerning hangar activities, Airport security matters, tenant parking, and any other operational matters related to the operation of the Airport and the hangar areas.

Tenant agrees to observe and abide by 49 CFR Parts 1540 and 1542, Airport Security of the United States Department of Transportation as currently exists or as revised, modified or amended from time to time.

In addition to other remedies provided hereunder, any violation of Airport procedures regarding security or of 49 CFR Parts 1540 and 1542 shall subject Tenant to damages equal to the greater of (i) \$1,000 per occurrence (in consideration for damages which might be suffered by Authority in the form of fines or administrative procedures resulting from such violation), or (ii) the civil fine imposed by the Department of Homeland Security or any other federal, state or local entity upon Authority as a result of the violation. This amount shall be paid by Tenant within fifteen (15) days of written notice or Tenant shall be considered in default hereunder.

17. RULES AND REGULATIONS

Tenant acknowledges Sarasota Bradenton International Airport Rules and Regulations (Rules and Regulations) are available for Tenant at www.srq-airport.com, About SRQ, Operations, and agrees to abide by said Rules and Regulations. Tenant may also request a printed version of the Rules & Regulations.

18. APPLICABLE LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant shall be in Manatee or Sarasota County, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the 12th Judicial Circuit Court in and for Manatee or Sarasota County.

19. ENTIRE AGREEMENT

This Lease and its exhibits constitute the sole and exclusive agreement between the parties with respect to the Premises. No amendment, modification or revision of this Lease shall be effective unless in writing and executed by both parties.

20. RADON GAS

Florida law requires the following statement in connection with the Lease of any building in Florida:
"Radon Gas - Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

21. MISCELLANEOUS

Except as otherwise expressly stated, any reference to or requirement for Authority's consent shall mean a consent in Authority's sole discretion.

The terms and conditions of this Lease are binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above mentioned.

TENANT:

AS INDIVIDUAL:

Signature
«FirstName» «LastName»

Printed Name

AUTHORITY:

SARASOTA MANATEE AIRPORT AUTHORITY

By: _____
Fredrick J. Piccolo, President, CEO

WITNESSES as to TENANT (Individual):

(1) _____
(2) _____

WITNESSES as to AUTHORITY:

(1) _____
(2) _____

AS CORPORATION OR PARTNERSHIP:

«CompanyName»
Company Name Printed
By: _____
Signature
«FirstName» «LastName»

Printed Name & Title

WITNESSES as to TENANT (Corporation or Partnership):

(1) _____
(2) _____