



AIRCRAFT HANGAR LEASE
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND

_____, 202____

AIRCRAFT HANGAR LEASE
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SARASOTA MANATEE AIRPORT AUTHORITY
AND

This Aircraft Hangar Lease (this "Lease"), made and entered into this _____ day of _____, 2025, by and between SARASOTA MANATEE AIRPORT AUTHORITY, an Independent Special District of the State of Florida, (the "Authority"), and _____, an individual, domiciled in the State of _____, with residence in the State of Florida, whose principal State of Florida address is _____ (the "Tenant"), collectively, the "Parties".

WITNESSETH:

WHEREAS, the Authority owns and operates the Sarasota Bradenton International Airport, located in Sarasota County and Manatee County, Florida (the "Airport"); and

WHEREAS, the Authority is authorized to lease land and facilities at the Airport for aeronautical use pursuant to the Florida Statutes; and

WHEREAS, the Tenant desired to lease an aircraft hangar at the Airport from the Authority for the storage of a fixed wing aircraft at the Airport,

NOW, WHEREFORE, in consideration of the premises and of the terms, covenants, and conditions herein contained, and other good and valuable considerations, the receipt of which the Parties hereby expressly acknowledge, the Parties hereby covenant as follows:

ARTICLE 1
TERM OF LEASE

The term of this Agreement shall commence on _____, 20____ (the "Effective Date") for a period of one (1) month and shall continue uninterrupted monthly thereafter for a total period not to exceed twelve (12) months immediately following the Effective Date (the "Expiration Date"), unless earlier terminated by either Party by issuing a minimum thirty (30) days' prior written notice to the other Party (the "Term").

In the event the Tenant continues its occupancy of the Premises after the Expiration Date of this Agreement without a prior written agreement by the Parties, such continuation shall not be deemed to operate as a renewal of this Agreement, but shall be deemed only a tenancy at sufferance, and in such case, the Authority may invoke any remedy available to it by Law or in equity, including but not limited to resuming immediate possession of the Premises. If the Tenant continues its occupancy of the Premises or for any reason fails or refuses to remove their Registered Aircraft and their property from the Premises upon the expiration or earlier termination of this Agreement, the Registered Aircraft and all said property on the Premises shall be removed by the Authority and disposed of at its discretion without duty or obligation to the Tenant.

ARTICLE 2
RENEWAL OF LEASE

No renewal or extension to the Term of this Lease is granted by this Lease. If the Tenant wishes to renew or extend the Term of this Lease, the Tenant shall issue thirty (30) day prior written notice to the Authority of its request. Subject to Tenant's compliance with all terms, covenants, and conditions of this Lease during the Term of Lease, the Parties may further enter a new lease for Tenant's continued occupancy of the Premise or similar premises in a form and manner, and under such terms and conditions, as deemed acceptable to the Authority.

ARTICLE 3 LEASED PREMISES

The Authority hereby lets to the Tenant and Tenant hereby takes from Authority that certain AIRCRAFT HANGAR NO.: _____ containing approximately _____ square feet of covered aircraft storage located on the north quadrant of the Airport, as depicted on Exhibit A to this Lease, attached hereto and made a part hereof (the "Premises" or "Leased Premises").

ARTICLE 4 CONDITION OF PREMISES

Tenant accepts the Premises and all improvements thereon in its "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Tenant further acknowledges that the Authority has made no representations or warranties of any nature whatsoever regarding the condition of the Premises or the improvements thereon, including but not limited to, the physical condition of the Premises or the improvements thereon, the suitability of the Premises or any improvements thereon for Tenant's use of the Premises as granted herein. No alterations to the Premises are permitted without the Authority's prior written approval.

ARTICLE 5 USE OF PREMISES

The Authority hereby grants Tenant the exclusive right and privilege to use and occupancy the Premises for the sole purpose of the storage of the Tenant's Register Aircraft, defined in Article 6 herein below, and the routine maintenance and repair of the tenant's Registered Aircraft, as permitted by Federal Aviation Administration (FAA) policy for "Non-Aeronautical Use of Airport Hangars", dated June 15, 2016, which policy is incorporated herein by reference in its entirety, which Policy provides for the use of aircraft hangars for: 1) storage of aircraft, 2) final assembly of aircraft under construction, 3) non-commercial construction of amateur-built or kit-built aircraft, 4) maintenance, repair, or refurbishment of aircraft, and not indefinite storage of nonoperational aircraft and, 5) storage of equipment, workbenches, tools, and materials used in the servicing, maintenance, repair or outfitting of aircraft (collectively the "Use of Premises" or "Rights and Privileges").

The following limitations regarding the use of the Premises shall apply: 1) the Premises shall be used for principally for aircraft storage, non-aeronautical items, excluding vehicles and vessels, may be stored on the Premises provided they do not interfere with the storage of the Tenant's Registered Aircraft; 2) subject to the requirements of the Airport Rules and Regulations, including but not limited to the display of a vehicle permit/decal issued by the Authority, Tenant may temporarily park one (1) motor vehicle on the Premises during the Tenant's operation of its Registered Aircraft, 3) maintenance or servicing of the Tenant's Registered Aircraft for compensation is prohibited on the Premises unless performed by an on-Airport Fixe Based Operator (FBO), and 4) commercial activities of any kind are not permitted on, to or from the Premise at any time, unless specifically approved in writing by the Authority.

The Tenant understands and agrees that under no condition is the Premises or any area of the Airport to be used for any commercial activity, including but not limited to, aircraft assembly, aircraft maintenance and repair, aircraft charter or taxi service, flying lessons, aircraft rental or leasing. No maintenance, repair or servicing of the Tenant's Registered Aircraft for compensation other than on Airport FBOs shall be permitted. No painting of Tenant's Registered Aircraft is permitted on the Premises. Use, storage, and disposal of any hazardous substance or environmentally sensitive materials such as gasoline, oil or paint shall be in accordance with the Airport Operating Rules and Regulations.

The Tenant acknowledges and agrees that the Rights and Privileges granted by this Lease are nonexclusive, except for the exclusive right to use and occupy the Premises, and that the Authority reserves the right, in its sole discretion, to grant similar rights and privileges to other Tenants at the Airport at any time, regardless of location.

ARTICLE 6 ATMOSPHERIC OPERATIONS

The Tenant shall report monthly to the Authority, using a method determined by the Authority, and submit to the Authority each month with its Monthly Rent the following:

- A. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight.
- B. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined in paragraph (a) on the physical location of the public infrastructure.

ARTICLE 7 REGISTERED AIRCRAFT

The Authority hereby grants Tenant the exclusive right and privilege to use and occupancy the Premises for the sole purpose of aircraft storage of the following one (1) federal registered aircraft (the "Registered Aircraft"). Tenant must be in possession of the Registered Aircraft at the time this Lease is executed or obtain possession within ninety (90) days. If Tenant obtains a substitute aircraft, Tenant shall provide Authority with a written notice including the identification number, make and model of the substituted aircraft prior to storing the aircraft on the premises.

- A. Year _____
- B. Manufacturer _____
- C. Aircraft Model _____
- D. Aircraft Color(s) _____
- E. Engines & Seating Capacity _____
- F. Aircraft Registration No. _____
- G. Insurance Company & Policy No. _____
- H. Estimated Aircraft Market Value _____
- I. Bank Liens (Name & Amount, if any) _____
- J. Mechanics Liens (Name & Amount, if any) _____

ARTICLE 8 MAINTENANCE OF PREMISES

Tenant acknowledges and agrees to continually keep the Premises in clean condition free from all trash, debris and other materials throughout the Term of Lease. Any aircraft, property or materials found on the Premise, excluding the Registered Aircraft listed in Article 5 of this Lease, may be immediately removed from the Premises by the Authority. Any costs incurred by the Authority for the removal of any aircraft, property or materials, if any, shall be assessed by the Authority to the Tenant, plus a Fifteen Percent (15%) administrative fee, which amounts shall be added to the Tenant's Rent and shall be immediately due and

payable to the Authority. Structural maintenance of the Premises 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, intentional misconduct, or abuse of the Premises.

ARTICLE 9 **PREMISES UTILITIES**

Tenant shall be responsible for all utilities on the Premises and shall pay the cost for installation and use of all utilities of any kind. All utilities shall be segregated by a separately metered account in the Tenant's name.

ARTICLE 10 **RIGHT OF ENTRY**

The Authority, through its agent(s) and/or employees, representatives and contractors, shall have the right to enter upon, into and under all portions of the Leased Premises to perform appropriate inspections, maintenance and repairs or to take such action for the enforcement of any of the terms, covenants or conditions contained in this Lease. However, nothing herein shall limit any entry by any law enforcement agency, government agency, or entity that holds a security interest in the Airport, the Premises or Tenant's Registered Aircraft to enter the Premises.

ARTICLE 11 **SURRENDER OF PREMISES**

Tenant shall surrender up and deliver the Premises to Authority upon expiration of the Term of this Lease in the same condition as existed at the Effective Date of this Lease, ordinary wear and tear excepted. In addition, Tenant, at the expiration of this Lease, shall remove its Registered Aircraft and all its personal property from the Premises. Failure on the part of Tenant to remove its Registered Aircraft and all personal property on the date of expiration of the Term of this Lease shall constitute a gratuitous transfer of title thereof to the Authority as permitted by law. The Authority reserves the right to sell, tow, remove or otherwise dispose of the Tenant's Registered Aircraft and any of Tenant's property therein in accordance with Florida Statutes. All costs attributable thereto shall be the Tenant's sole costs and responsibility. If the Registered Aircraft or any property therein is sold, towed, removed or otherwise disposed of by the Authority, the Authority shall not be liable for any damage incurred resulting from any such activity.

ARTICLE 12 **NO HOLDOVER**

TENANT ACKNOWLEDGES AND AGREES THAT AUTHORITY HAS OR MAY HAVE ARRANGED FOR ANOTHER TENANT TO OCCUPY THE PREMISES AFTER THE EXPIRATION OR EARLIER TERMINATION OF THE TERM OF THIS LEASE. As such, the Tenant acknowledges and understands that Tenant's use and occupancy of the Premises shall terminate on the dates and times defined in this Lease, and failure to do so may subject Tenant to consequential damages and lost profits of Authority. Tenant further acknowledges and understands that no extension to the Term or holdover period of any duration shall be permitted or provided to Tenant, except as stated herein. Any failure by Tenant to fully vacate all Premises prior to expiration of the Term of this Lease as defined shall be a direct default of the terms of this Lease. In the event Tenant fails to fully vacate the Premises prior to the expiration of the Term, for any reason fails or refuses to remove the Registered Aircraft and all property thereon from the Premises upon the expiration of the Term or earlier termination of this Lease, the Registered Aircraft and all contents located on the Premises shall be removed by the Authority. In addition to any other liabilities to Authority accruing under this Lease or Florida law therefrom, Tenant shall protect, defend, indemnify and hold Authority harmless from all loss and expenses including reasonable attorneys' fees and liability resulting from such holdover, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Authority resulting therefrom (collectively, the "Holdover Damages").

ARTICLE 13 RENT, FEES AND CHARGES

For the use and occupancy of the Premises, the Tenant shall pay to the Authority rent in the monthly amount of _____ and 00/100 Dollars (\$_____), plus applicable State of Florida sales tax (collectively, the "Rent" or "Monthly Rent"). The Rent shall be due and payable to the Authority on the first (1st) day of each month throughout the Term of this Lease ("the "Payment Date"). To provide sufficient time for the Authority to release the Premises at the expiration of the Term of this Lease, the Rent amount shall not be waived, pro-rated or reduced regardless of Tenant's actual use or occupancy on the Premises.

ARTICLE 14 LANDING FEES

The Authority reserves the right, in its discretion and after public hearing, to impose, modify or discontinue Landing Fees as it deems solely for itself to be in the best interest of the Airport, provided such action shall be applicable to all tenants and users of the Airport.

ARTICLE 15 SECURITY DEPOSIT

Upon the execution of this Lease, Tenant shall pay a security deposit to the Authority in an amount equivalent to the Monthly Rent, which shall be held by the Authority in a non-interest-bearing account. Upon the expiration of this Lease, the deposit will be refunded to Tenant less any outstanding Rent, fees or charges due herein, provided Tenant is not in default of any Lease provisions. If Tenant is in default of any provision of this Lease, the deposit will be applied to cure the default(s) plus any applicable administrative overhead incurred by Authority.

ARTICLE 16 LATE PAYMENTS

If the full amount of the Rent is not received by the Authority on or before the Payment Date, or within seven (7) days thereafter, the Authority shall assess Lessee a late payment fee in the amount of One Hundred and 00/100 Dollars (\$100.00) for each late payment, which amount shall be added to the Rent and shall be immediately due and payable to the Authority ("Late Payment Fee").

If any check received by the Authority is returned, rejected, dis-honored or otherwise unable to be paid in the full amount of the check, the Authority will assess the Tenant a service fee in the amount of Fifty and 00/100 Dollars (\$50.00) for each check, which amount shall be added to the Rent and Late Payment Fee, if any, and shall become immediately due and payable to the Authority ("Bad Check Fee").

ARTICLE 17 LIENS OR ABANDONMENT

Accepts as set forth in Article 3 above, the Tenant warrants that there are no additional liens or other claims on or against the Tenant's Registered Aircraft above or any property therein. The Authority reserves the right to claim a lien against the Registered Aircraft and any Tenant's property on the Premises for any Rent, fees or charges due and payable by Tenant pursuant to this Lease that remains unpaid for a period of Sixty (60) days after the Payment Date. Said lien shall be superior to any other lien or security interest against the Tenant's Registered Aircraft and personal property, except those which are recorded and perfected prior to the date of this Lease.

In the absence of prior written notice to the Authority, if the Registered Aircraft is removed from the Premises for a period of thirty (30) consecutive days and the Tenant fails to pay the Rent on or before the Payment Date, the Tenant shall be deemed to have "Abandoned" the Premises. Similarly, in the absence of prior written notice to the Authority, if the Rent remains unpaid for a period of Sixty (60) days after the Payment

Date and the Tenant has not advised the Authority otherwise, the Tenant shall be deemed to have "Abandoned" the Registered Aircraft.

If the Registered Aircraft or the Premises is considered Abandoned, as defined herein, or if the Rent, fees or charges pursuant to this Lease remain unpaid for a period of Sixty (60) days after the Payment Date, the Authority reserves the right to sell, tow, remove or otherwise dispose of the Registered Aircraft and any of Tenant's property therein in accordance with Florida Statutes. All costs attributable thereto shall be the Tenant's sole costs and responsibility. If the Registered Aircraft or any property therein is sold, towed, removed or otherwise disposed of by the Authority, the Authority shall not be liable for any damage incurred resulting from any such activity.

ARTCILE 18 INSURANCE AND INDEMNIFICATION

The Tenant shall maintain at their expense Aircraft Liability insurance including Premises coverage during the term of their lease, with terms and company satisfactory to Authority, for limits of not less than \$1,000,000 per occurrence for Bodily Injury Liability and Property Damage Liability. If Tenant is granted vehicle access to the Premises by the Authority, the Tenant shall carry at their own expense Automobile Liability insurance throughout the Term of the Lease for all vehicles granted such access, with terms acceptable to the Authority, limits of coverage not less than Five Hundred Thousand Dollars (\$500,000) for Bodily Injury Liability and Property Damage Liability for each occurrence for owned, non-owned and hired vehicles, or such other amount as may be required by the Authority from time to time for similar situated tenants at the Airport. This coverage may be satisfied by way of endorsement to an umbrella, excess liability or general liability policy. This coverage shall be provided on a primary basis in all cases. The Authority, its officers, agents, and employees shall be named as additional insured and provide a waiver of subrogation in favor of the Authority. As to any policy to be carried by the Tenant, said policies shall provide that the Authority be given a minimum of 30 days prior written notice by the Tenant's insurance company prior to cancellation, non-renewal or material change in such insurance. The tenant shall provide the Authority with copies of the policies or certificates, evidencing that such insurance is in full force and effect and stating the terms thereof.

The Tenant acknowledges and understands that any theft, loss or damage suffered, or liability associated with the Tenant's Registered Aircraft or the Tenant's use, and occupancy of the Premises is the sole responsibility of the Tenant. The Tenant further acknowledges and understands that the Tenant's Registered Aircraft shall not be secured, insured or protected by the Authority in any way, in whole or in part, against any potential theft, damage or liability of any kind associated with or attributable in any way to the Registered Aircraft or the Tenants' use and occupancy of the Premises. Any personal property of Tenant or of others placed on the Leased Premises shall be at sole risk for the Tenant or the owners thereof. The 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.

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.

THE AUTHORITY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES AUTHORITY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT, INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE, FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT OR TENANTS PARTIES DURING THE TERM OF THIS LEASE OR ANY EXTENSION HEREOF FOR LOSS, DAMAGE OR INJURY TO THE TENNAT'S REGISTERED AIRCRAFT OR PERSONAL PROPERTY OF TENANT OR TENANT"S PARTIES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES.

ARTICLE 19 RULES AND REGULATIONS

The Tenant agrees to comply throughout the Term of this Lease with all Authority rules and regulations regarding the Tenant's use and occupancy of the Premises and the Airport ("Rules and Regulations"), which Rules and Regulations are attached as Exhibit B to this Lease. The Authority reserves the right to amend the Rules and Regulations at any time during the Term of this Lease as it determines solely for itself to be in the best interest of the Authority. Any amendments to the Rules and Regulations issued by the Authority shall be issued by the Authority in writing to the Tenant, which amendments, if any, shall become immediately effective upon issuance.

The Tenant further 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 may be revised, modified or amended from time to time. In addition to other remedies provided hereunder, any violation of Airport rules, regulation's or procedures regarding Airport 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 and shall be considered in default of this Lease.

ARTICLE 20 ENVIRONMENTAL LAWS

Notwithstanding any other provision of this Lease, and in addition to all other requirements, 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.

THE 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 HERAFTER, PROMULGATED FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT. THE TENANT AGREES TO COOPERATE WITH ANY INVESTIGATION OR INQUIRY BY ANY GOVERNMENTAL AGENCY REGARDING POSSIBLE VIOLATION OF ANY ENVIRONMENTAL LAW OR REGULATION.

ARTICLE 21 DEFAULT AND TERMINATION

In the event Tenant fails to make any payment of Rent 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 the Authority, such an event shall constitute a default of this Lease. Upon Tenant's default, Authority shall have all remedies permitted top it under Law. Rent amounts passed 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 court costs and attorney fees including appellate actions.

If Tenant breaches any of the terms, covenants or conditions of this Lease, the Authority may terminate this Lease immediately without notice to the Tenant. After payment of all Rent, fees and charges due to the Authority, the Tenant shall immediately remove the Tenant's Registered Aircraft and all Tenant's property from the Premises. The Tenant agrees that any Monthly Rent payments, fees or charges remaining after the date of termination will be kept by the Authority as liquidated damages. The Authority may terminate this Lease or modify the terms, covenants or conditions of this Lease, including the Rent, by giving Tenant prior written notice thirty (30) days before the modification is to take effect.

ARTICLE 22

LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for 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.

ARTICLE 23 ATTORNEY FEES

If the event the Authority engages or retains an attorney to enforce any term, covenant or condition of this Lease, the Tenant shall be responsible for all reasonable attorney's fees and court costs attributable to the enforcement of any term, covenants or condition of this Lease, including the collection of any = Rents, fees or charges due to the Authority, regardless if it is deemed necessary to file a formal legal proceedings for such enforcement or collection.

ARTICLE 24 NOTICES AND COMMUNICATIONS

All notices or other communications to the Authority and the Tenant pursuant to his Lease shall be deemed validly given, served, or delivered, upon deposit in the United States Postal Service First Class Mail, with a copy sent electronically to the following respective addresses.

Authority

Tenant

Authority Emergency Contact

Tenant Emergency Contact

ARTICLE 25 AMENDMENTS TO LEASE

This Lease may only be amended by a formal written notice signed by the Authority. The waiver by Authority of any provision of this Lease shall not be deemed to be an amendment or waiver of such provision in the future or of any subsequent breach of the same or any other provision of this Lease.

ARTICLE 26 **ASSIGNMENT AND SUBLETTING**

The assignment and subletting of aircraft t-hangars, or any portion thereof, is strictly prohibited. This Lease, including the use and occupancy of the Premises, shall not be assigned or sublet in whole or in part by the Lessee, its assigns or successors in interest, at any time during the Term of this Lease.

ARTICLE 27
SEVERANCE OF TERMS

In the event any term, covenant or condition of this Lease shall be held to be invalid or unenforceable in whole or in part, it shall not affect the validity or enforceability of the remainder of the terms, covenants and conditions of this Lease.

ARTICLE 28
NO WAIVER

No act or thing done by Authority or Authority's agents or employees during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing. No waiver of any breach of any of the terms, covenants and conditions hereof will be taken or construed to be the waiver of any other or succeeding breach of the same or any other term, covenant or condition hereof.

ARTICLE 29
FAA APPROVAL

This Lease may be subject to approval of the Federal Aviation Administration or the board of directors of the Authority. If the FAA or the Authority's board disapproves of the Lease, either party may rescind the Lease by providing written notice to the other party.

ARTICLE 30
RIGHT OF FLIGHT

It shall be a condition of this Lease that Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

ARTICLE 29
RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Authority or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall hereupon terminate, and Authority shall be released and fully discharged from all liability hereunder. In the event of such termination, Tenant's obligation to pay rent shall cease, however, nothing herein shall be construed as relieving Tenant from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 31
ENTIRE AGREEMENT

The making, execution, and delivery of this Lease by the Tenant has not been induced by any representations, statements, warranties, assurances or other agreements of any kind other than those expressed in this Lease. The terms, covenants and conditions contained in this Lease embodies the entire understanding endangerment between the Parties and there are no further or other agreements or understandings, written or oral, between the Parties relating to the subject matter of this Lease.

(Continued on next page).

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

TENANT ENTITY

Signature

Printed Name

\\
Title

Date

WTINESS FOR TENANT

Signature

Printed Name

Title

Date

SARASOTA MANATEE AIRPORT AUTHORITY

Signature

Paul Hoback, Jr.

Printed Name

President, CEO

Title

Date

APPROVED TO FORM AND SUFFICIENCY
SARASOTA MANATEE AIRPORT AUTHORITY

Signature

Printed Name

Title

Date

EXHIBIT A
LEASED PREMISES

EXHIBIT B
RULES AND REGULATIONS443