

EAA CHAPTER 202 HANGAR LEASE AGREEMENT

This lease is made and executed by and between EAA Chapter 202 Inc. 12729 Airway, Panama City, Florida 32404 hereinafter called Lessor, and _____ hereinafter called Lessee.

Lessor is the owner of certain real property located at the Sandy Creek Airpark and has constructed thereon a Hangar

Lessee acknowledges that he is and will remain a member of EAA Chapter 202 and EAA International, and desires to lease from Lessor space pursuant to the terms and conditions set forth herein.

THEREFORE for and in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

SECTION I

Description of Premises

Lessor leases to Lessee and Lessee hereby leases from Lessor sufficient space In or on EAA Chapter 202 Hangar property, Sandy Creek Airpark, County of Bay, State of Florida, for the storage, maintenance, construction, repair or assembly of aircraft, hereinafter referred to as space. The entire Hangar and surrounding property is defined as the premises.

SECTION II

Term

The term of this lease shall be for approximately _____, commencing on _____ and terminating on _____.

SECTION III

Rent/Security Deposit/Maintenance Expense

As security for performance under this lessor Lessee shall donate to Lessor an amount equal to \$ 45.00 for hangar space or 22.50 for tie down each month the space is leased by Lessor under the terms of this agreement.

Space fee payments shall be made monthly in advance and shall be delivered to the EAA Chapter 202 Treasurer in person or by mail by the 10th day of the current month for which payment is being made. All payments not paid within 20 days of the current month due shall be considered delinquent.

If occupancy of the space begins on any date Other than the first day of a calendar month or ends on any day other than the last day of a calendar month, space payments shall be pro-rated based on the ratio of the number of days the premises are occupied to the number of days in the calendar month the occupancy begins or ends.

SECTION IV

Repairs and Maintenance

Lessor at his/her sole expense, shall at all times keep the area he/she occupies (space) in good repair IAW EAA Chapter 202 Hangar Utilization Rules. Notwithstanding the foregoing Lessee shall not cause the exterior of the building, nor the roof nor any other portion of the premises to be altered either in color or type of material. Conflicts between other tenants relating to responsibility for maintenance of adjacent space shall be resolved by Lessor in its sole discretion.

In the event that maintenance or repair of the space becomes necessary and Lessee fails to perform same after being notified by Lessor in writing; then, ten days following said written notice, Lessor Mary, at its option, perform said maintenance and/or repair and assess the cost of same to Lessee. Such cost shall be included in the next monthly payment due from Lessee.

SECTION V
Use of Premises

The use of the space shall be restricted to the storage, maintenance construction, assembly or repair of aircraft and related activities. Lessee agrees to restrict his/her use to such purposes and not to use or otherwise permit the use of the space for any other purpose without obtaining the prior written consent of Lessor.

Lessee further agrees not to use the space in any manner, even in his/her use for the purposes for which the space is leased that will increase risks covered by insurance on the building where the space is located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building. Lessee further agrees not to keep on the premises or permit to be kept on the premises anything prohibited by the Lessor. Lessee agrees to comply at his/her own expense with all requirements of insurers necessary to kept in force any fire and liability insurance covering the premises and building.

SECTION VI
Prohibition Against Waste, Nuisance or Unlawful Use

Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose. Lessee shall not do or permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of other Lessees of Hangar space or injure or annoy them.

SECTION VII
Alterations, Mechanic's Liens

Lessee shall not make directly or indirectly, any alterations without first obtaining the written consent of the Lessor. Any such alteration or improvement shall become at once a part of the realty and belong to Lessor. Lessee shall keep the space and the building free from any liens arising out of any work performed, material furnished, or obligations incurred by lessee. Lessee shall not make any alterations of the premises until (5) days after receipt by Lessee of the written consent of Lessor in order that lessor may post appropriate notices to avoid any possible liability with respect to mechanic's liens or other such claims. Lessee shall at all times permit such notices to be posted and to remain posted until the completion and acceptance of such work.

SECTION VIII
Delivery, Acceptance, and Surrender of Space and Premises

Lessee agrees to accept the space and premises on possession as is. Lessee agrees to surrender the space and premises to the Lessor at either the date on which this lease is terminated pursuant to Section XII below or the end of the lease term, whichever occurs first, in the same condition as when Lessee took possession, with any improvements if made, allowing to reasonable use and wear, and damage by acts of God, including fire and storms.

SECTION IX
Rules and Regulations

Lessee shall faithfully observe and comply with the rules and regulations attached to this lease as Exhibit "A" as they may be modified from time to time by Lessor. Lessor shall not be responsible for any damage whatsoever to any tenant or other person, which may be attributable to the noncompliance by any Lessee within the building of which the premises is a part, for any of such rules and regulations.

SECTION X
Indemnity and Exculpation's

Lessor shall not be liable to Lessee hereby for any damage or loss to Lessee or Lessee's property, and Lessee hereby waives all claims against lessor for damage to person or property from any cause whatsoever to include proven negligence. In addition, Lessee shall save, defend and hold Lessor harmless from all damages arising out of any claim or injury to any person or property occurring in, on, or about the space or premises.

SECTION XI
Assignment and Subletting

Lessee shall not assign, sublet or allow any other person to occupy the space or premises nor any part thereof, nor any right or privilege connected therewith.

Lessee acknowledges that his lease of the space or premises is directly related to his remaining a paid up member of EAA Chapter 202 and EAA International.

SECTION XII
Termination by the Lessor or Lessee

Except as elsewhere specifically stated, the Lessor may terminate this lease and all of its obligations hereunder at any time by giving Lessee thirty (30) days prior written notice under the rules and regulations stated at Exhibit "A".

Lessee may terminate this lease at any time by removing his property from the space or premises and payment of all payments due the Lessor. Fees cease upon removal of the Lessee's property from the premises and the Lessee acknowledges the Lessor is free to use the vacated space as the Lessor desires when the Lessee has removed his property.

SECTION XIII
Attorney's Fees

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover costs of such litigation, including reasonable attorney's fees at trial and appellate levels.

SECTION XIV
Governing Law

This agreement is to be read and construed in accordance with the laws of the State of Florida. The parties hereto agree that any court of proper jurisdiction presiding in Bay County, Florida shall be the forum for any actions brought hereunder.

SECTION XV
Severability

The invalidity, illegality, or enforceability of any provision of this lease shall not render the other provisions invalid, illegal, or unenforceable.

SECTION XVI
Entire Agreement

This lease contains all the agreements of the parties with respect to the subject matter and cannot be amended or modified except by a written agreement signed by all parties.

SECTION XVII
Successors

This lease and the covenants and conditions contained herein apply to and are binding on the heirs, successors, executors, administrators, and assigns of the parties to this lease.

SECTION XVIII

Waiver

The waiver by either party of any rights upon breach, violation or default in or with respect to the performance or observation of the covenants and conditions contained herein shall not be deemed to constitute a waiver of any rights upon any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

SECTION XIX

Security

Lessee, his/her employees, agents, guests and representatives shall comply with security measures in use for the EAA Chapter 202 Hangar and premises. The Lessee agrees he will not hold the Lessor nor any other Lessee of space in or on the premises liable for breaches of hangar security

_____ Date _____.
LESSEE

_____ Date _____.
EAA Chapter 202
Officer or Hangar Manager
LESSOR