

AIRCRAFT TIE-DOWN LEASE AGREEMENT

THIS CONTRACT OF LEASE, made and entered into this _ 1st day of _ Xxx _, xxxx _, by and between Capital City Airport, hereinafter referred to as "Lessor", and _____ XXXXXXX XXXXXXXX _____, Address _ xxx XXXXXXX XXXX, XXXXXX, XX xxxxx _____, hereinafter referred to as "Lessee,

WITNESSETH:

The Lessor, for an in consideration of the rents to be paid and the covenants hereinafter mentioned to be observed and performed by the Lessee, does by these presents hereby lease and let unto the Lessee certain undefined ground space on or adjacent to the parking apron, or hangar space, hereinafter, the "premises", at the Capital City Airport, Frankfort, Kentucky to be used and occupied by the Lessee in connection with or incidental to the tie-down and storage of the following aircraft.

Aircraft No. : _ XXXX _ Manufacturer: _ XXXX XXXXXXXXXX _ Registered: : _____

Owner: _ XXXX XXXXXXXXXX _____

Email Address: _ XXXXXXXXXXXXXXXXXXXX _____

Billing Address: _ xxxxx XXXXXXX XXXX, XXXXXX, XX xxxxx _____

Cellphone: _ xxx-xxx-xxxx _____ Alternate Phone: _ xxx-xxx-xxxx _____

Type of Pilot License: _____ Insurance Carrier: _____

Insurance Policy #: _____ Insurance Policy Efft Date: _____

Insurance Limit of Liability: _____ Insurance Limit of Property Damage: _____

or any other aircraft owned and/or operated by the Lessee for which the Lessee has obtained the written consent of the Lessor to store in or on said premises.

1. **Term of Lease:** The initial term of this lease shall be for a period of 12 months commencing on the _ 1st _ day of _ Xxx _, _ xxxx _, and ending on the _ xx _ day of _ Xxx _, xxxx _, provided that unless either party gives written notice to the other thirty (30) days prior to the end of such initial term that this lease will not be extended beyond the aforementioned ending date, this lease shall be automatically extended upon the same terms and conditions as are contained herein from year-to-year until terminated by either party as hereinafter set forth.

Rent: The Lessee shall pay to the Lessor as rent for said premises the sum of \$ _ 480.00 _ annually, payable in equal monthly installments of \$ _ 40.00 _ each, in advance on the first day of each month during the initial term and any

subsequent automatic extension of the term of this lease. The rent is to be made payable to the Kentucky State Treasurer and mailed to the Department of Aviation, Capital City Airport, 90 Airport Road, Frankfort, Kentucky 40601-6198. The rent for the first month of any initial term not commencing on the first day of any month shall be prorated for such month at the set rate divided by the number of days in that month. All rents or charges that are not paid within fifteen (15) days of the due date shall have added a delinquency charge of 5 percent per month from the date due. This process shall continue on the fifteenth (15th) and twenty-fifth (25th) of each month until the total rent balance is paid as required.

2. **Compliance with Rules:** The Lessee shall abide by all rules and regulations of the Federal Aviation Administration and agencies of the Commonwealth of Kentucky having jurisdiction over air-related activities and over the operation and use of the Capital City Airport.
3. **Conditions of Tiedown:** The Lessee accepts the tiedown location in its present condition on an "as is" basis without any liability or obligation on the part of the Lessor to make any alterations, improvements, or repairs of any kind on or about said tiedown location. In addition, the Lessor hereby disclaims, and the Lessee hereby releases and discharges the Lessor from any liability or warranty, express or implied, of the condition or fitness for use of any tie-down rings, ropes, or chains used to secure the subject aircraft.
4. **Alterations and Repairs to Premises:** The Lessee covenants and agrees not to install any fixtures or make any alterations, additions or improvements in the tiedown location except with the Lessor's prior written approval. Any additions or alterations made in the premises with the Lessor's approval, or any personal property left unattended on the tiedown location will be removed by the Lessee and, shall become the Lessor's property and may be disposed of in any way the Lessor determines proper, including sale by any method authorized by Kentucky Revised Statutes. The Lessee covenants and agrees to repair, at Lessee's own expense, any damage caused to the tiedown location as a result of Lessee's operations or from the removal of any additions to or alterations made in the tiedown location by Lessee.
5. **Assignment and Subletting:** The Lessee shall not assign, sublet to or allow any person use of said tiedown location or any part thereof for any purpose without the prior written consent of the Lessor.
6. **Casualty and Other Losses:** The Lessee covenants and agrees that he will not seek to hold the Lessor, or any of Lessor's officers, agents, or employees, liable or responsible for any personal injury to, or death of Lessee, or any of Lessee's invitees or licensees, or for loss or damage to Lessee's property located at or stored in the tiedown location caused by fire, theft, rain, hail, windstorm, or from any other cause whatsoever, unless such

injury or death or loss of or damage to property is directly and proximately caused by specific acts of negligence of Lessor or of Lessor's officers, agents or employees, and then only in the manner and to the extent authorized by the Board of Claims (KRS 44.070, et seq.). Except as provided herein, the Lessor shall have no liability to Lessee or to Lessee's invitees and licensees for any such injury or death, or loss of or damage to property, and Lessee hereby releases and discharges Lessor and Lessor's officers, agents, and employees from any and all costs, claims, damages, and causes of action which Lessee may have now or may arise in future out of or occurring as a result of the Lessee's use or intended use of the tiedown location of any part thereof.

7. **Indemnification and Insurance:** Lessee covenants and agrees to indemnify, defend and save the Lessor, its officers, agents, and employees harmless from and against any and all costs, claims, demands, expenses and liability whatsoever asserted against them, whether in their official or personal capacities, by any third party or parties to the extent that such costs, claims, demands, expenses or liability directly or indirectly resulting from any act or omission by the negligence or willful misconduct by the Lessee or of Lessee's agents, invitees or licensees and arising out of or occurring as a result of or related to Lessee's use or intended use of the tiedown location. Lessee agrees to obtain and keep in force at Lessee's own expense, policies of insurance through an insurance company or companies authorized to do business in the Commonwealth of Kentucky, of which provide liability coverage in such amounts which will insure against loss or damage to property located on or stored on the tiedown location arising from acts or omissions of Lessee, its agents, invitees and licensees occurring on the tiedown location or as resulting from any such occurrences or in any way related to Lessee's use or intended use of the tiedown location.
8. **Lien for Rent:** It is understood and agreed by the Lessee that should any monthly installment in the rent specified in Paragraph 2 hereof be more than thirty (30) days in arrears, Lessor shall be entitled to and shall have a lien upon the subject aircraft and any other of Lessee's property located at or stored at the tiedown location in an amount equal to the amount by which the rent is in arrears, whether Lessor has made any demand upon Lessee for payment of the arrearages in the rent or given Lessee notice of Lessor's intention to claim a lien against said aircraft and/or other property, which demand for payment or notice of lien the Lessee hereby expressly waives. Lessee further covenants and agrees that if Lessor files suit to collect any arrearages in the rent or take other action to satisfy its claim against the Lessee, that Lessee shall be liable for the costs of any such action including reasonable attorney's fees and all other costs reasonably incurred by Lessor in connection therewith.

9. **Termination**: It is covenanted and agreed between the Lessor and the Lessee that this lease may be terminated by either party hereto during the initial lease term or during any subsequent automatic extension term upon 30 days written notice to the other party, such termination be effective as of the end of the next month following the date such notice is given, except when notice is given as provided in Paragraph 1 hereinabove, in which event termination shall be effective as of the last day of the current lease term. Notice of termination by either party shall not affect or displace the obligation of the Lessee to pay the rent specified in Paragraph 2 hereof through the effective date of termination nor shall termination of this lease.
10. **Maintenance and Services Charges**: Lessee covenants that he shall pay to Lessor the sums charged for any purchases of fuel and other supplies from Lessor at the time such services are performed or such supplies are purchased.
11. **Audits**: All state contracts, as defined in KRS 45A.030(7), shall contain the following language: "The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service". (22 Ky.R. 1510; eff. 5-16-96; 30 Ky.R. 682; 1468; eff. 1-5-2004.)
12. **Whole Agreement**: It is understood and agreed by and between the Lessor and the Lessee that this agreement constitutes the entire agreement between the parties related to the subject matter and no amendments or modifications to this agreement shall be effective as against either party unless made in writing and signed by the parties hereto.

Aircraft Hangar/Tie-Down Lease Agreement

WITNESS our signatures, this the day and year first above written.

LESSOR:

Capital City Airport
88 Airport Road
Frankfort, KY 40601-6161
(502) 564-3714

By: _____
Airport Manager
Capital City Airport
Frankfort KY 40601
(502) 564-0339

Date: _____

LESSEE: (Please Print)

Name: _ Xxxxx XXXXXXXX _____

Address: _ xxxxx XXXXXXXX XXXXXX _____

_____ XXXXXXXX, XX xxxxx _____

Cellphone: _ xxx-xxx-xxxx _____

Email: _ xxxxxxxxxxxxxxxx@xxxxx xxx _____

Signature: _____

Date: _____