

**Morehead Rowan County, Clyde A. Thomas, Regional Airport
Tiedown/Community Hangar Rental Agreement
1800 Rodney Hitch Boulevard
Morehead, KY 40351**

This agreement entered into this _____ day of _____, 20____ by and between the Morehead-Rowan County Regional Airport Board, herein called Lessor, and _____, herein called Lessee.

The following terms and conditions, shall govern the airplane tiedown or community hangar rental space by Lessor to Lessee:

- 1) **Premises:** The premises subject of this Agreement shall be Airplane Tiedown Number ____ or space ____ in the community hangar building, located at Morehead-Rowan County Regional Airport, Rowan County, Kentucky referred to in this agreement as “the Tiedown Space.”
- 2) **Term:** This Agreement shall be based on a month-to month term, automatically renewed unless an event of default occurs, or either party gives notice to the of intent that the Tiedown space be vacated.
- 3) **Rent:** Lessee shall pay as rent for the use of the Tiedown or community hangar space the amount of \$ _____ **per month** (*initial* _____), payable in advance on the first day of each month. If payment is made **after the fifth day of the month lessee shall pay an additional 10% late fee.** Rent may be changed from time to time by Lessor upon 45 days’ notice to Lessee.
Rent shall be payable to the Midwest Aviation, Inc. and given to the FBO, or mailed to: Morehead-Rowan County Airport, 1800 Rodney Hitch Blvd., Morehead, KY 40351.
- 4) **Lessee’s Liability:** Lessee shall be liable for any damage, including but not limited to damage due to fuel or other fluid spills, and/or damage due to improper or negligent operation, whether damage be caused by Lessee, or their assigns, guests or visitors, invitees or licenses. Lessee is exclusively liable for all property of Lessee or any other property permitted by Lessee to be stored and/or utilized on Airport property, and bears 100% risk of loss to any property so stored and/or operated, to the express exclusion of Lessor. Lessee shall be liable for any damage to any property other than his/her own property located on Airport property arising from Lessee’s negligent, reckless or wanton acts including but not limited to conduct of any unauthorized activities on the Airport property, or storage of hazardous materials including but not limited to petroleum products or paint.
- 5) **Use:** The Tiedown Space is intended to be utilized exclusively for the storage of aircraft owned or under the exclusive control or Lessee, and equipment relative to the

operation of that aircraft. Only routine owner maintenance not requiring the service of a licensed A/P mechanic is permitted at the Tiedown Space without the written approval of the airport board. No commercial activities, expressly including commercial aviation activities such as aircraft leasing, charter, maintenance, equipment sales and/or installation, flight instruction, and aerial surveying/photography work, etc. may be based on the Airport Premises without the prior written approval of the airport board. Lessee may not store hazardous chemicals. This includes, but is not limited to oil and fuel, except as is stored within the aircraft's tanks and engine.

- 6) **Assignment of Rights:** The Airport Board reserves the right to assign its interest under this Agreement. Lessee may not sublet or assign its rights to any party without prior written approval of the Airport Board. For the purpose of this agreement, Lessee shall be considered to be subletting if Lessee permits anyone other than himself or herself to store any object or material at the Tiedown Space.
- 7) **Termination:** This agreement may be terminated by either party upon 30 days written notice of non-renewal as provided in section 2 above. In addition, Lessor may terminate this agreement during the course of a monthly term, if rent is not paid by the 10th of the month or Lessee has failed to comply with the any conditions of this agreement, which shall constitute a default of this agreement.
- 8) **Insurance:** Lessee shall maintain liability insurance on the Aircraft. Within ten days after the effective date of this agreement, **the Lessee shall provide Lessor with a certificate showing proof of such insurance.** Lessee shall notify Lessor of any change in the coverage, including termination, and will do so at least ten days prior to the effective date of the change.
- 9) **Attorney's Fees:** In the event the Owner is compelled to take legal action against Lessee to assert any legal right under this Agreement, Lessee shall pay Owner's reasonable legal fees and expenses so incurred.
- 10) **Governing Law and Jurisdiction:** This Agreement is made, executed and entered into in the Commonwealth of Kentucky and shall be construed and enforced under the laws of the Commonwealth of Kentucky. It is acknowledged and agreed that any legal action to construe, interpret, and/or enforce the terms of this Agreement shall be subject to the jurisdiction of the Commonwealth of Kentucky and specifically the Rowan Circuit Court.

Lessee

Date

Lessor by Bruce Mattingly - Secretary-Treasurer

Date