

**Community Hangar Rental Agreement**  
**Holley Aviation, LLC**  
**685 Caudill Cemetery Rd**  
**Morehead, KY 40351**

This agreement between Holley Aviation, LLC, the FBO for the Morehead-Rowan County Clyde A. Thomas Regional Airport, herein called Lessor, and \_\_\_\_\_, herein called Lessee is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, Lessor has the leasing rights to the 8,000 SF Community (large) Hangar at the Morehead-Rowan County Clyde A. Thomas Regional Airport located at the 1800 Rodney Hitch Boulevard, Morehead, KY and hereafter referred to as the "Premises;" and

WHEREAS, the Lessor and Lessee are subject to the policies and procedures as may be set forth by the Morehead-Rowan County Airport Board; and

WHEREAS, Lessee desires to lease space on the Premises from Lessor and Lessor desires to lease a portion of its Premises to Lessee pursuant to the terms and conditions of this Agreement;

WHEREAS, Lessee shall have use of space for its Aircraft model, \_\_\_\_\_, with registration number, \_\_\_\_\_, on the Premises.

**The following terms and conditions, shall govern the aircraft rental space by Lessor to Lessee:**

- 1) **Premises:** The subject Premises related to this Agreement shall be aircraft space as defined by the Lessor in the Community Hangar.
- 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 of intent that the aircraft space in the Community Hangar be vacated.
- 3) **Rent:** Lessee shall pay as rent for the use of Community Hangar Space the amount of \$ \_\_\_\_\_ **per month**, payable in advance and WITHOUT DEMAND 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 thirty (30) days notice to Lessee. Rent shall be payable to Holley Aviation, LLC and given to the Lessor or its representative at the FBO, or mailed to: Holley Aviation, LLC, 685 Caudill Cemetery Rd., Morehead, KY 40351.
- 4) **Insurance:** Lessee agrees to maintain appropriate liability insurance to cover Lessee's liabilities under this Agreement and property and casualty insurance insuring Lessee's property. Proof of insurance shall be provided to the Lessor in advance of the Lessee storing an aircraft in the Community Hangar under this Agreement. Lessor nor its Agent shall not be responsible for damage, loss, or injury to Lessee's property, goods, aircraft and equipment, tools, records, data,

or other items stored or kept on the Premises, including property or items placed, kept or stored on the Premises or kept or stored on the Premises by third persons. Without limiting the foregoing, Lessee shall obtain, and provide proof thereof, liability insurance to cover its contractual liabilities assumed under this Agreement. Lessee shall notify Lessor of any change in the coverage, including termination, and will do so at least ten (10) days prior to the effective date of the change.

- 5) **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. Lessor hereby expressly disclaims any and all liability for damage to the aircraft or anything stored in the Community Hangar Space, except for such damage caused by movement of the aircraft by Lessor or Lessor's employees, except that if Lessee participates in any way or gives permission/instructions/directions to Lessor, its employees, agents, representatives and invitees in moving the aircraft, Lessor shall not be liable in any way for damage to any property due to such movement. Lessee agrees that acceptance of this agreement constitutes permission to Lessor, its employees, agents, representatives and invitees to move aircraft owned/operated by Lessee in order to accommodate the day to day operations and needs of Lessor and it's tenants.
- 6) **Use:** The Community Hangar Space is intended to be utilized exclusively for the storage of aircraft owned or under the exclusive control of 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 in the Community Hangar Space without the written approval of the Lessor. 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 and/or the Lessor. 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.

- 7) **Assignment of Rights:** The Lessor 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 Holley Aviation, LLC. 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 in the Community Hangar Space.

- 8) **Security:** Lessee agrees to cooperate with lessor in the enforcement and implementation of airport security procedures. Lessor shall not be liable for theft, vandalism, or pilferage to any items stored in the Community Hangar Space.
- 9) **Termination:** This agreement may be terminated by either party upon thirty (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 10<sup>th</sup> of the month or Lessee has failed to comply with the conditions of this agreement, which shall constitute a default of this agreement.
- 10) **Attorney's Fees:** In the event the Lessor is compelled to take legal action against Lessee to assert any legal right under this Agreement, Lessee shall pay Lessor's reasonable legal fees and expenses so incurred.
- 11) **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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee Street/Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Employer

Insurance Carrier \_\_\_\_\_ Policy # \_\_\_\_\_ Expires \_\_\_\_\_

Plane Model \_\_\_\_\_ Tail # \_\_\_\_\_

Notes: \_\_\_\_\_