

Aircraft Tie Down 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 and herein called Lessor, and _____, herein called Lessee is entered into this _____ day of _____, 20____.

WHEREAS, Lessor has the leasing rights of the dedicated tie down areas situated on the aprons 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 Tie Down rental space by Lessor to Lessee:

- 1) **Premises:** The premises subject of this Agreement shall be Aircraft Tie Down Number _____, referred to in this agreement as "the Tie Down 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 of intent that the Tie Down Space be vacated.
- 3) **Rent:** Lessee shall pay as rent for the Tie Down Space the amount of **\$ 25 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 **\$ 2.50 (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. 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 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

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 days prior to the effective date of the change.

- 5) **Liability:** The parties further agree that the Lessee shall be liable for any damage to Lessor's/Airport's property and/or other stored aircraft arising from the acts or omissions of Lessee's or Lessee's agents or invitees including but not limited to unauthorized activities on the Premises, or the use or storage of flammables in violation of the Airport Rules, Regulations, and minimum standards. The insurance obtained by Lessee pursuant to Section 4 hereof shall be sufficient to protect any and all property belonging to Lessee or any third party in which Lessee has an insurable interest. Lessor hereby expressly disclaims any and all liability for damage to the aircraft or anything stored at the Premises, except for such damage caused by movement of the aircraft by Lessor, its employees, agents, representatives and invitees, 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, then Lessor shall not be liable in any way for damage to any property due to such movement.
- 6) **Use:** The Tie Down 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. Lessee is responsible for providing and maintaining adequately rated tethering materials for their particular aircraft and/or objects. Only routine owner maintenance not requiring the service of a licensed A/P mechanic is permitted at the Tie Down Space without the written approval of the Lessor and/or 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.
- 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 at the Tie Down 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 Tie Down Space.
- 9) **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 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: _____