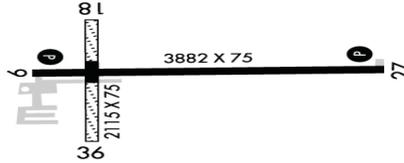


FULTON COUNTY AIRPORT (KUSE)
9464 County Rd 14
Wauseon, OH 43567



FULTON COUNTY HANGAR LEASE AGREEMENT
(Initial Numbered Sections)

_____ **SECTION 1.** This Lease is made by and between the Fulton County Airport Authority, hereinafter referred to as “Lessor”, and

Last Name: _____

First Name: _____

herein referred to as “Lessee”.

_____ **SECTION 2.** Lessee's billing, aircraft and contact information is as follows. Any changes in this information shall be reported to the FCAA within thirty (30) days of the change.

A. BILLING ADDRESS

Street/P.O. _____

City _____ State _____ Zip _____

Email _____

B. CONTACT INFORMATION

Home Ph. (____) _____ Work Ph. (____) _____ Cell Ph. (____) _____

C. INSURANCE COMPANY INFORMATION

Insurance Company _____

Insurance Agent Name _____ Agent Phone: _____

Policy Number(s) _____

Effective Date _____ Expiration Date _____

D. AIRCRAFT INFORMATION

AIRCRAFT #1 N# _____

Year _____ Color _____

Make _____ Model _____

AIRCRAFT #2 N# _____

Year _____ Color _____

Make _____ Model _____

E. SECURITY DEPOSIT

A Security deposit in the amount of \$ _____ has been received from Lessee this _____ day of _____, 20____.

_____ SECTION 3. Lessor hereby leases to the Lessee **Hanger Number(s)** _____, _____, to be occupied and used for the storage of the aircraft described herein above.

Lessee agrees to the following provisions and conditions and will provide Lessor with changes to above information. Lessee is further responsible for the continued compliance of all provisions of this Lease and to provide proof of insurance for each aircraft located in Lessees hanger(s).

_____ SECTION 4. Lessee shall provide to the Lessor a copy of all FAA Certificate(s) of Aircraft Registration, Part 103, for each aircraft herein. (Ultralight Aircraft not applicable)

_____ SECTION 5. Tenancy of the hangar assigned herein will be on a month-to-month basis beginning on Month _____ Day _____ Year _____. Either party herein may terminate this Agreement upon giving thirty (30) days written notice prior to the periodic rental date.

_____ SECTION 6. Rent shall be \$ _____ per month, payable without demand, on or before the first (1st) day of each calendar month of the said term. Rent payments shall be made in one payment. All payments shall be made out to Fulton County Airport Authority, 9460 CR 14, Wauseon, Ohio 43567, and shall be effective upon date received by the Lessor. (Hangers 1-12 \$140.00, Hangers 14-18 & 20-23 \$165.00, Hanger 19 \$175.00, Hangers 13 & 24 \$185.00),

_____ SECTION 7. A late payment charge of Twenty-five Dollars (\$25.00) for each month in which the monthly installment of rent or other charges are not received by the Lessor by 5:00 p.m. on the tenth (10th) day of the calendar month. A returned check fee of Twenty-five Dollars (\$25.00) shall be assessed for each check returned unpaid in addition to any applicable late-payment charge. Payments received by the Lessor shall be applied as follows:

- 1st to any unpaid returned check charges;
- 2nd to unpaid late-payment charges;
- 3rd to rent, beginning with the earliest month for which rent is unpaid.

_____ **SECTION 8.** A security deposit of One Hundred Dollars (\$100.00) is required to be paid before taking possession of the hangar for the complete performance of all agreements made by and obligations of the Lessee under this agreement. During the Lessee's occupancy of the premises, no part of the security deposit shall be considered to be a payment or a pre-payment of rent or any other charge or obligation owed by the Lessee. After the Lessee has ceased to occupy the hangar, the security deposit will be applied to the payment of any applicable unpaid rent, damages to the premises, and any other charges owed by the Lessee under the terms of this agreement. Lessor shall return the remainder of the security deposit to the Lessee, together with an accounting of any part of the security deposit retained by the Lessor. The Lessee agrees to provide the Lessor with a forwarding address, either prior to, or immediately thereafter, the Lessee ceases to occupy the premises, to enable the Lessor's return of any security deposit or accounting due to the Lessee in a timely manner.

_____ **SECTION 9.** This lease may be terminated if Lessee fails to pay the rent as agreed herein or if the Lessee violates any provisions of this lease, and, in such case, the Lessor shall have all remedies provided by law or in equity to evict the Lessee and or to proceed against the Lessee for all damages sustained by the Lessor for unpaid rent or otherwise under the terms of this lease. Lessee acknowledges that the failure of the Lessor to take any action against the Lessee for Lessee's breach of any provision of this lease shall not constitute a waiver by the Lessor of Lessor's right to take such action against the Lessee at a future date and shall not constitute a waiver by the Lessor of any remedy provided to the Lessor in this lease or by law for any breach of this lease by the Lessee. The parties further agree service of a notice of eviction on the Lessee does not waive Lessor's right to damages including, but not limited to, the balance of rent due of the remaining lease term.

_____ **SECTION 10.** Lessee agrees to return possession of, including but not limited to: original locks, keys, duplicate keys and security devices of the hangar to the Lessor at the end of the Lessee's occupancy. All items shall be returned in a clean, orderly condition and in the same condition as when the Lessee took possession of the premises, except for ordinary wear and tear.

_____ **SECTION 11.** Lessee agrees to maintain the hangar in a safe condition at all times and to notify Lessor within 24 hours of discovery of any defects or maintenance issues with the hangar whether caused by a party to this agreement, a third party, or an Act of God or nature. Lessor will not be responsible to Lessee for a rent rebate or proration due to any defect or maintenance issue with the hangar. Lessee also agrees to hold Lessor harmless for any and all losses suffered by Lessee or any other party as a result of a defect or maintenance issue with the hangar and will indemnify Lessor for all expenses incurred defending such claims. All flammables shall be stored in an appropriate labeled container. Combustible liquids, such as lubricating oil, smoke oil, and fuel may be stored in the hangar. Flammable storage, including fuels and petroleum based products (other than inside the aircraft fuel tank) is limited to a maximum of Fifty (50) gallons. The hangar shall not be used for the storage of explosive substances or items.

_____ **SECTION 12.** Lessee agrees not to make alterations to the hangars for reasons such as, but not limited to: structural or electrical modifications, concrete drilling, painting, attaching hoisting, winching or other mechanisms. Appliances, except refrigerators, dehumidifiers, battery trickle chargers, and engine heaters, may not remain connected to any electrical receptacle when the hangar is not occupied.

_____ **SECTION 13.** The Lessee shall provide Lessor with a current certificate of insurance for each aircraft identified above with minimum liability coverage of at least One Million Dollars (\$1,000,000.00).

_____ **SECTION 14.** Lessee's aircraft and other personal or business property are stored at Lessee's sole risk.

_____ **SECTION 15.** Lessee shall not conduct hazardous activities, such as, but not limited to: welding, use of spark producing devices, painting, doping, or the application of hazardous substances in the hangar without prior written approval. Lessee shall remove from the hangar all aircraft for any activity involving fueling or defueling and shall abide by all environmental laws regarding the handling, discharge, release, or dumping of hazardous materials.

_____ **SECTION 16.** Lessor is not be liable to the Lessee for personal injury occurring on the premises or anywhere within the grounds in which the hangar is located or for damage to the property of Lessee or others, including aircraft, automobiles, personal or business property, by fire, theft, collision, or otherwise. Lessee agrees to hold Lessor harmless as to any and all such claims and indemnify Lessor for all expenses incurred defending such claims.

_____ **SECTION 17.** In the event that a party hereto be delayed, hindered in, or prevented from the performance of any act required under this Contract by reason of fire, war, accident, government regulations, Act of God, or other contingency beyond the reasonable control of the parties, the performance of such act shall be excused for a period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

_____ **SECTION 18.** The Lessee shall not operate any aircraft engine inside a hangar or in a negligent manner in which the propeller or exhaust blast may cause injury to persons or property.

_____ **SECTION 19,** Lessor shall provide snow removal to the hangars. The Fixed Based Operator (FBO) must be given a Twenty-four (24) hour notification prior to the need for snow removal around the hangar, otherwise the FBO shall perform snow removal on time available basis.

_____ **SECTION 20.** Lessee's motor vehicles shall be permitted only on hangar taxiways by a licensed driver at a speed not to exceed Fifteen (15) miles per hour. All vehicles on the hangar taxiways shall have current registration and maintain limits of liability and property damage insurance as mandated by the State of Ohio. Lessee shall be responsible for any employees, agents, or invitees that enter the hangar area and shall exercise all controls and restraints necessary so as to comply with this Agreement. Motor vehicles shall be parked in Lessee's hangar or in an area that will not restrict aircraft operations. Motor vehicles blocking aircraft access routes or impede the safe and efficient aircraft operations will be towed at the owner's expense.

_____ **SECTION 21.** All maintenance and repair work in the hangar shall be limited to Lessee's Aircraft and Equipment. Only Lessee, an employee of Lessee, or an FCAA approved mechanic may perform repairs to aircraft. Independent mechanics must possess Lessor's written approval and provide proof of sufficient Insurance at all times while repairing Lessee's aircraft on the airport.

_____ **SECTION 22.** No commercial or revenue producing activity shall be conducted or permitted from any aircraft hangar without written approval from Lessor.

_____ **SECTION 23.** Lessee shall not sublet, assign, or otherwise transfer their interest in hangar(s) without prior written approval by Lessor. Only the aircraft listed herein above shall be stored in the hangar unless prior written permission is granted by Lessor.

_____ **SECTION 24.** If any term, condition, phrase, or any other portion of this document is deemed illegal, or otherwise in violation of any applicable present or future law, ordinance, rule or regulation of any governmental authority, agency or department having appropriate jurisdiction over the Airport, this Lease, the operations of the Airport, or the FBO, such term, condition, phrase or portion shall be considered null and void,

and the validity of the remaining terms of this Contract shall not be affected thereby.

_____ **SECTION 25.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

By checking this box I affirm that I have personally inspected the hangar herein and find it to be in satisfactory condition, clean of oil, grease and toxic chemicals and free of any physical damage or debris.

Both parties have affixed their signature hereto this _____ day of _____, 20__ and attest that they have the authority to sign such agreement.

**LESSOR:
FULTON COUNTY AIRPORT AUTHORITY**

Signature _____

Printed Name _____

Title _____

**LESSEE:
Name of Lessee: _____**

Signature _____

Printed Name _____

Title _____