

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____ by and between the County of Richland, State of South Carolina ("Lessor") and _____ ("Lessee"). The Fixed Base Operator, Eagle Aviation, Incorporated ("FBO"), is an agent of the Lessor for purposes of managing and administering this lease on the Lessor's behalf.

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, the parties hereto agree as follows:

1. LEASED PREMISES – The Lessor does this day lease unto the Lessee, those certain premises described as hangar number: _____, owned by the County of Richland and more fully described and shown on a diagram of the leased premises maintained by the Lessor. The aircraft to be stored in the leased premises is described in Attachment A to this Agreement. In the event a different aircraft is proposed to be stored in the leased premises during the term of this Agreement after the commencement of the lease term, and Lessor approves of the different aircraft, such aircraft shall be described in Attachment A.

Lessor shall provide the Lessee with the basic hangar structure with the roof, framing, and doors in a good and workmanlike condition at the beginning of the Lease term. Lessee shall promptly advise Lessor should the hangar become damaged or require any repair.

2. TERMS:

- a. The term of the lease shall be for a period of _____ () month/s or year/s, commencing on the _____ day of _____, _____ and ending on the _____ day of _____, _____. This Agreement replaces any and all other agreements between the parties concerning these leased premises. The Lessee agrees to pay to Lessor a monthly rent of \$ _____ plus any taxes, charges or levies imposed by any governmental authority, payable in advance commencing on _____, and on the first day of each month thereafter. Rental payments are to be mailed or delivered to the agent of the Lessor:

Jim Hamilton – LB Owens Airport (CUB)
Lessor or Agent: _____ Lessee: _____

Hangar Lease Agreement
Page 1

Eagle Aviation, Inc.
2861 Aviation Way
West Columbia, South Carolina 29170

or to such other address as hereinafter directed by Lessor. Any rental payment received by Lessor more than five (5) days from the date due shall be subject to a late charge of twenty-five and no/100 (\$25.00) dollars, which late charge is immediately due and payable.

- b. Upon the execution of this Agreement, Lessee shall pay to Lessor a security deposit equal to the sum of one month's rent, unless a deposit equal to one month's rent has already been made by the Lessee for the hangar specified. Upon termination of this lease, Lessor shall promptly inspect the leased premises and if damages exist, ordinary wear excepted, cause such damages to be repaired with cost of such repairs to be assessed against the security deposit. If, during the term of the lease, Lessor is required to make repairs for damages determined to be caused by the Lessee or the Lessee's family, invitees, permittees or guests, the cost thereof may be deducted from the security deposit. In such event, Lessee shall have fifteen (15) days to restore said security deposit to its full sum. If, at the termination of this Agreement, no damage or arrearage exists, said security deposit shall be returned in full to Lessee. No interest will be paid to the Lessee on the Security Deposit.

3. USE OF LEASED PREMISES:

- a. The leased premises shall be used only as a storage facility for the aircraft owned or operated by Lessee or its affiliates or for other aeronautical purposes as defined by the FAA's policy on Use of Aeronautical Land and Facilities to include non-commercial construction of amateur-built or kit built aircraft; and maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft. The aircraft is identified in Attachment A of this Agreement. Only one (1) aircraft per hangar shall be permitted in units classified as "T" hangars.
- b. All activity and use by the Lessee shall be in strict compliance with all applicable statutes, ordinances, rules, orders, regulations and other requirements of the Federal, State, County and Municipal governments.
- c. No hangar shall be used as a business location or in any way to generate revenues or reimbursement to the Lessee incident to the sale of parts,

maintenance for hire, fuel sales, instruction for hire or other activity of a commercial or business nature.

d. Environmental requirements / Hazardous substances:

- 1) Definition – "Hazardous Substances" include any substances, materials, wastes, pollutants, or contaminants that, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may be a health hazard or harm the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or leased.
- 2) As used herein, "Environmental Laws" include any and all federal, state, and local statutes, regulations, rules, and ordinances governing Hazardous Substances or relating to the protection of health or the environment and any similar or equivalent laws; and any implementing laws, regulations, rules and ordinances.
- 3) Tenant shall immediately notify the FBO and the Lessor [ATTN: Airport Director] upon becoming aware of: (i) any reportable leak, spill, release or disposal of a Hazardous Substance on, under, or adjacent to the airport or threat of or reasonable suspicion of any of the same; or (ii) any notice or communication from a governmental agency or any other person directed to the Lessee or any other person relating to such Hazardous Substances on, under, or adjacent to the airport or any violation of any federal, state, or local law, regulation or ordinance with respect to the airport or activities on the airport.
- 4) In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, the Lessee shall immediately contact _____, at (803) _____.

- e. Aircraft maintenance – All maintenance or repair of aircraft, aircraft engines, or aircraft parts shall be conducted in accordance with Federal Aviation Regulations (FARs). These activities, performed on the Lessee's aircraft, which are performed by others for remuneration, shall also be by a licensed Mechanic / Avionics Technician permitted to operate at the airport by the Airport Director having met established licensing, bonding, and insurance coverage requirements. Such activities must be conducted in a manner that in Lessor's judgment does not interfere with neighboring tenants, does not impose on hangar operations, and does not affect the cleanliness, safety, or image of the airport.

See Paragraph 3.c. regarding using a hangar space as a business location by the Lessee.

- f. Security – Lessee shall not compromise airport security or allow unauthorized access to the airport perimeter or to Lessee’s hangar. Lessor shall publish reasonable standards to address practices that are necessary to ensure the security of the Airport and aircraft operations. Such standards shall be provided to Lessee. Airport Identification Badges (AIDB) shall not be used by anyone other than those to whom they have been issued. Hangar keys shall not be reproduced by Lessee or any other person except Lessor.
- g. Fire protection – The Lessee shall exercise due and reasonable care and caution to prevent and control fire on the Airport and to that end shall also pay a reasonable fee imposed by the Fixed Base Operator (FBO) as an agent of the Lessor to provide and maintain such fire suppression and other fire protection equipment as may be required pursuant to governmental laws, rules and regulations for the purpose of protecting the Improvements to the airport adequately and restricting the spread of any fire from the airport to any adjacent property. Specifically, the use of welding machines, cutting torches, and space heaters are prohibited, as is the storage of propane tanks.

4. MAINTENANCE OF THE HANGAR:

- a. Other than as stated herein, the Lessee hereby accepts the premises “AS IS” at the beginning of this lease and agrees to maintain said premises in the same condition and order, excepting ordinary wear and tear and to reimburse and indemnify Lessor for any damage to the premises or appurtenances caused by an act or negligence of Lessee, his/her agents, servants, employees, permittees, guests or invitees.
- b. Any additions, alterations, modifications or construction by the Lessee relating to the leased premises must be expressly approved, in writing, by the Lessor before commencement of such addition, alteration, modification or construction. Lessee will ensure that all work will be in strict compliance with applicable building and fire codes. Any addition, fixtures or improvements which may be made by Lessee shall be removed or become the property of the Lessor and be surrendered with the premises at the termination of this lease at the direction of the Lessor. Examples of such alterations include, but are not limited to: floor painting or other coverings, added light fixtures or electrical system modifications,

wall coverings and painting, removal of dividing wall sections, or antenna installations or other penetrations to the walls or roof.

- c. Lessee agrees to keep the leased premises free of any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the instance of the Lessee, and Lessee further agrees to indemnify and save harmless Lessor and FBO from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed or materials furnished.
- d. The Lessor shall have the right to inspect the Leased Premises at reasonable times. Notwithstanding the foregoing, Lessee acknowledges that the Lessor may enter the Leased Premises at any time for the purpose of responding to an emergency that endangers either life or property involving the Leased Premises. Lessee's failure to comply with a reasonable request by the Lessor for access to the Leased Premises shall also constitute a breach of this Agreement and may result in termination of the Agreement.

5. ASSIGNMENT OR SUBLEASE – The Lessee shall not assign this lease, nor sublet the premises, or any part thereof except as is hereinafter provided and then only with the Lessor's prior written permission.

- a. Assignment of this lease is permitted when the Lessee sells his/her aircraft to another party and the purchaser wishes to retain the hangar. In that event, the purchaser shall apply to the Lessor for transference of the lease within ten (10) days of the sale.
- b. Subletting is permitted only when the Lessee has sold his/her aircraft and is in the process of obtaining a replacement aircraft. In that event, Lessee may sublease to another tenant for a period not to exceed six (6) months. Lessee must notify Lessor of such sublease within ten (10) days of the agreement and provide the name and address of the Sublessee. If within the six (6) months period beginning on the date of sale of Lessee's original aircraft, Lessee has not obtained a replacement aircraft, this lease is deemed terminated and the Sublessee after ten (10) days' notice, must remove his/her aircraft from the leased premises.
- c. Lessee must give notice to Lessor of any ownership changes in aircraft stored in or on leased premises within ten (10) days of the change of ownership and a new lease executed.

- d. In the event Lessee's aircraft is sold, substantially damaged or destroyed, or if Lessee's aircraft becomes based at another airport, Lessee may terminate this Agreement and shall be liable for the remainder of the Agreement term, or for ninety (90) days following Lessee's notice of termination for any reason set forth in this paragraph, whichever period is shorter. Lessor will make a good faith effort to re-rent the hangar as quickly as is practical. In the event the hangar is rented to another tenant, Lessee's obligation to pay rent shall end as of the date of the successor tenant's lease agreement.

6. DESTRUCTION OF PREMISES:

- a. In the event the premises shall be demolished, destroyed, or damaged by fire or other casualty during the term of the lease, whereby the leased premises are not rendered tenantable within ninety (90) days therefrom, either party may cancel this lease. Cancellation notice must be given in writing and rent shall be due to the date of the fire or casualty.
- b. It is hereby agreed and understood between the parties that if Lessor decides to remodel, alter or demolish all or any part of the leased premises, the Lessee agrees to vacate the premises upon receipt of sixty (60) days written notice.

7. HOLD HARMLESS:

- a. Lessee covenants and agrees to indemnify, defend and hold Lessor, the Richland County Airport Commission, and the FBO and its agents harmless from and against any and all fines, suits, claims, demands, actions, and causes of action for personal injury, death, or property damage arising out of or in connection with any act or omission of the Lessee, of the Lessee's employees, guests, invitees, permittees or agents on or in connection with the use of the leased premises, except where such event or occurrence arises out of the intentional acts, omissions, or gross negligence of the Lessor, its agents, employees, or assigns.
- b. All aircraft or other personal property placed or moved in the leased premises shall be at the risk of the Lessee or owner thereof, except where such event or occurrence arises out of the intentional acts, omissions, or gross negligence of the Lessor, its agents, employees, or assigns. Lessor shall not be liable for any damage to said personal property or Lessee arising from the intentional or negligent act of any Co-Lessee or any other person whomsoever, nor for any

damage caused by winds, rains, roof leakage, or theft. Lessee acknowledges, understands and agrees that the relationship created hereunder is that of Lessor and Lessee and no bailment is created or intended, whether express or implied.

8. LESSOR'S LIEN – The Lessee hereby pledges and assigns to the Lessor all of the personal property, goods and chattels which shall or may be brought or put on said premises as security for the payment of the rent reserved herein, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of Lessor, and Lessee agrees to pay Lessor's reasonable attorney fees incurred thereby.
9. TERMINATION – Lessee's failure to timely pay rent, or to comply with any other terms of this Lease, after having been given a reasonable right to cure of ten (10) days' after notice shall constitute a breach of this Agreement, upon which Lessor may terminate this Agreement and enter or cause its agents to enter the premises and remove all persons and property therefrom. In the event the Lessee holds over upon termination by Lessor, Lessor shall be entitled to recover from Lessee double the sum of rent payable hereunder for the length of any such holdover.
10. PRORATION OF RENT – In the event the term of this lease commences on a day other than the first day of a month, the rent reserved hereunder shall be prorated for that portion of the month until the first day of the following month and shall be payable in advance.
11. TIME OF ESSENCE – It is understood and agreed between the parties that time is of the essence of this lease and this applies to all terms and conditions contained herein.
12. NOTICES – All notices hereunder shall be mailed or delivered to the respective parties at the addresses indicated below.
13. INSURANCE – At the commencement of this Lease and as long as this Lease is in effect, the Lessee shall maintain Aircraft and Premises liability insurance coverage with insurers of recognized reputation and security authorized to conduct business in the State of South Carolina.

Lessee shall carry hull insurance coverage on the aircraft and provide Lessor proof of such coverage within ten (10) business days following request, unless waived.

a. Lessee may notify Lessor that it intends to self-insure and waives purchasing a hull insurance policy. Under such waiver, Lessee hereby waives any claim against Lessor and FBO for loss or damage to the aircraft, for any reason, except upon the gross negligence of the Lessor and the FBO.

(Lessee initials) _____ and approved by (Lessor initials) _____.

b. The Lessee shall waive and have his insurer waive right of subrogation against Lessor. In addition, Lessee will waive and have his insurer waive right of subrogation against the FBO in excess of \$250,000 per aircraft / \$250,000 per occurrence hangar keeper's liability limit.

Lessee hereby acknowledges disclosure of a waiver requested and received from the City of Columbia to the requirement in S404.3 of the City Code which requires construction of one hour firewalls with 3,000 sq. ft. in the hangars. Lessee agrees to indemnify and hold harmless the Richland County Airport Commission, the County Leasing Agent, The County of Richland and the City of Columbia from any claims, causes of actions, suits or other legal action arising out of such waiver.

c. The Lessor and the FBO shall be added to the Lessee's insurance policy as additional insureds as respects liability arising out of the Lessee's operations.

d. Upon request, the Lessee shall furnish annually a certificate of insurance to the Lessor with 30-days' notice of cancellation verifying compliance with the above stipulated terms. Neither a failure to provide the required certificate of insurance nor submission of a certificate of insurance not in conformance with the insurance requirements stated herein shall relieve Lessee from the obligation to have in force the required insurance coverage.

14. CUMULATIVE RIGHTS – The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights hereunder shall not operate to forfeit any of the said rights.

15. BINDING EFFECT – This lease shall bind the Lessor and its successors and assigns, and the heirs, assigns, administrators or successors, as the case may be of the Lessee.

16. NONDISCRIMINATION – The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the airport and its facilities.
- b. The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- c. That in the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Agreement and to re-enter the Hangar as if said Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

17. RULES AND REGULATIONS / MINIMUM STANDARDS – The Lessee shall comply with rules and regulations adopted by Richland County, its Airport Commission, its Airport Director, or his agent or designee, with respect to the use of, entry on, access to, or possession of Lessor’s property at the Airport or contiguous property owned by the Lessor, as the same may change from time-to-time. Copies of current rules and regulations and Airport Minimum Standards as contained in the *Airport Operations Manual* may be obtained during normal office hours at the Office of the Airport Director.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year above written.

LESSEE:

LESSOR or AGENT:

(Signature)

(Signature)

By: _____
(Print Name)

By: _____
(Print Name)

Address: _____

Address: 1400 Jim Hamilton Blvd
Columbia, South Carolina 29205

Hangar Lease Agreement Lessee Information Sheet (Attachment 'A')
(Please print neatly)

Date: _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Primary Telephone Number: _____

Secondary Telephone Number: _____

E-mail address: _____

Aircraft to be stored Information:

1. Manufacturer: _____ Model: _____
Registration #: _____

2. Manufacturer: _____ Model: _____
Registration #: _____

Other individuals authorized by me for access to the hangar and its stored aircraft:

1. Name: _____

2. Name: _____

3. Name: _____

4. Name: _____

5. Name: _____

The above information is complete and accurate.

(Signature of Lessee)

Jim Hamilton – LB Owens Airport (CUB)
Lessor or Agent: _____ Lessee: _____