

T-HANGAR LEASE AGREEMENT

This Agreement is deemed effective as of the ____ day of _____, 2023, by and between **The County of Marquette**, with offices at the County Courthouse Complex, 234 West Baraga Avenue, Marquette, MI 49855, (hereinafter referred to as "the County") in its capacity as the owner and sponsor of the Marquette Sawyer Regional Airport, (hereinafter referred to as "the Airport"), as Lessor, and _____, of _____ as Lessee:

WHEREAS, the County owns and is responsible for the management, control and operation of the Airport; and,

WHEREAS, the County has T-Hangars available for lease at the Airport; and,

WHEREAS, the Lessee desires to lease a T-Hangar:

NOW, THEREFORE, for the consideration hereinafter set forth, the County and the Lessee agree as follows:

SECTION 1

LEASED PREMISES AND TERM OF LEASE

1.1. The County hereby leases to the Lessee, and the Lessee hereby leases from the County, T-Hangar No. __ at the Airport, hereinafter referred to as the "Leased Premises."

1.2. The initial term of this Lease shall begin on _____ and shall be for a period of twelve (12) months, unless otherwise terminated pursuant to Section V of this Agreement.

1.3. Provided that the Lessee is in full compliance with all of its terms and conditions, this Lease Agreement may be renewed for additional terms of one year each, upon such terms and conditions as the parties may then agree upon in writing. If the Lessee desires to renew for an additional term, Lessee shall so advise the County in writing, not less than thirty (30) days prior to the end of the then current term.

1.4. In the event that the Lessee shall hold over and remain in possession of the Leased Premises by mutual consent of the County and the Lessee after the expiration of any term or renewal term, without any written renewal in effect, such holding over shall not be deemed to operate as a renewal of this Lease but shall only continue the tenancy on a month to month basis, which may be terminated at any time by either party.

SECTION II

FEES AND PAYMENT

- 2.1. During the initial term of this Agreement, the Lessee shall pay to the County a monthly rental fee of \$_____, which payment shall be made in advance on or before the first day of each month, without billing of the Lessee by the County. Such rent shall be made payable to "Marquette Sawyer Regional Airport," and shall be delivered or sent to the Airport Services Center, 125 G Avenue, Gwinn, MI 49841.
- 2.2. In the event that the lease period is for less than a full month, the rental amount shall be prorated by dividing the full month rental amount by the number of days in that month, multiplied by the actual number of days that the Leased Premises is subject to this Lease Agreement.
- 2.3. The Lessee shall also, upon execution of this Lease Agreement, pay to the County a security deposit in the amount of \$_____, which shall be retained by the County as a surety for the full and complete compliance by the Lessee with all of the terms and conditions of this Lease Agreement, and to cover any unpaid costs associated with the Lessee's use and occupancy of the Leased Premises for which the Lessee is liable. In the event that the County is required to apply any portion of this security deposit to such unpaid costs, the Lessee shall, within three (3) days following delivery of written demand from the County, restore the security deposit to its original amount.
- 2.4. If the monthly rent payment is not received by the County by the tenth (10th) day of the month, it shall be deemed delinquent, and, in addition to any and all other remedies available to the County pursuant to this Lease Agreement or by law, the Lessee shall be required to make payment of an additional ten (\$10) Dollars as a late payment fee.
- 2.5. Rent to be paid by the Lessee shall be subject to annual adjustment as may be agreed upon by the parties.

SECTION III

PRIVILEGES AND OBLIGATIONS OF THE LESSEE

- 3.1. Unless otherwise authorized by Airport management in writing, the Leased Premises shall be used solely for the storage of the aircraft described in **Exhibit 1** attached hereto and incorporated herein by reference. No aircraft repair or maintenance functions shall be performed upon or within the Leased Premises without the prior written consent of the Airport Manager.

3.2. As long as the Lessee remains in compliance with all of the terms and conditions of this Lease Agreement, the Lessee shall have the right of ingress to and egress from the Leased Premises, along the routes and in accordance with the conditions and limitations established by the Airport.

3.3. The Lessee shall make arrangements for, and shall pay all costs of, utility services for the Leased Premises. In that regard, the Lessee shall be responsible for initiating and for terminating such service; for putting such utility services in the Lessee's name; and, for making timely payment for those services directly to the utility provider.

3.4. In the event that materials are spilled or in any way contaminate the Airport property through the acts or omissions of the Lessee or anyone on the Leased Premises with the permission of the Lessee, the Lessee shall immediately notify Airport personnel and all appropriate governmental agencies of such event, and shall be responsible for the cleanup, containment and abatement of such contamination, at the Lessee's sole cost and expense. If the Lessee fails to perform such cleanup, containment and abatement in a timely manner, or does so inadequately, the County may take such reasonable and necessary actions in the place and stead of the Lessee, and the cost thereof shall be immediately reimbursed to the County by the Lessee.

3.5. The Lessee agrees that the Leased Premises are leased in "as is" condition. The Lessee shall take good care of the Leased Premises. Any maintenance or repairs required on the Leased Premises beyond that caused by normal wear and tear, or due to the negligent or intentional acts or omissions of the Lessee shall be paid for by the Lessee. The maintenance obligations for which the Lessee shall be responsible with respect to the Leased Premises shall include, but not necessarily be limited to the following:

3.5.1. Supplying and replacing light bulbs and electrical fuses; and,

3.5.2. Clearing snow; and,

3.5.3. Maintaining the Leased Premises in a safe, neat and slightly condition. In this regard, the accumulation of trash and debris is not permitted, and such material shall be disposed of off Airport property.

3.6. Airport personnel shall have the right to enter upon the Leased Premises at any time for inspection or to perform maintenance and repairs. If the Lessee changes or places a lock on the storage doors, Airport management will immediately be provided with the combination or the key for that lock.

3.7. The Lessee shall not make any alterations or modifications to the Leased Premises without the prior written permission of Airport management. To request such permission, the Lessee shall submit a written request to the Airport Manager providing a detailed description and scale drawings of the proposed changes. In addition, the Lessee shall submit any other descriptive data, drawings or other information which the Airport management may require. At the termination of this Lease, any installed improvements

will become the property of the Airport unless the Airport requires the Lessee to remove such improvements.

3.8. The Lessee shall comply with all Federal, state, county and local airport laws, statutes, ordinances, rules and regulations, and shall not make use of the Leased Premises or the Airport in any manner that might interfere with Airport operations, or constitute a hazard.

3.9. This Lease Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of Federal rights or property to the County, or the expenditure of Federal funds for the development or maintenance of the Airport.

SECTION IV

INDEMNIFICATION AND INSURANCE

4.1. The Lessee shall indemnify, defend and hold harmless the County of Marquette, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons to damage to property occasioned by any act, omission or failure of the Lessee, its employees, agents, guests or any other person upon, within, or in the vicinity of the Leased Premises with the permission of the Lessee.

4.2. The Lessee agrees that it shall not hold or seek to hold the County of Marquette, its officers, agents, employees, elected and appointed officials, or volunteers liable for any loss occasioned by fire, theft, windstorm, rain, hail or any other cause whether said cause be the direct, indirect or merely a contributing factor in the loss of or damage to equipment stored or located in the Leased Premises.

4.3. The Lessee acknowledges that the County is providing no insurance coverage on the Lessee's contents of the Leased Premises, and that it is the responsibility of the Lessee to provide such insurance coverage as the Lessee deems appropriate on the contents of the Leased Premises.

4.4. The Lessee shall, at all times during the term of this Lease and any extensions or renewals thereof, fully comply with all of the requirements, terms and provisions of the "T-Hangar Lease Insurance Requirements" attached hereto and incorporated herein by reference as **Exhibit 2**. Failure of the Lessee to comply with this obligation for a period of forty-eight (48) shall be deemed a material breach of this Lease Agreement, and shall be cause for immediate termination of this Lease Agreement.

SECTION V

TERMINATION

5.1. This Lease Agreement shall terminate without action by either party at the end of the initial term or any renewal term, unless action is taken pursuant to Section 1.3 above to renew the Lease.

5.2. The Lessee may terminate this Lease Agreement at any time, with or without cause, by providing written notice to the Airport Manager not less than thirty (30) days prior to the proposed termination date. In such event, the Lessee shall be responsible for the payment of rent due to the termination date.

5.3. The County may terminate this Lease Agreement in the event that any payment remains delinquent for a period of thirty (30) days; or, if the Lessee makes a general assignment for the benefit of creditors, or files a voluntary or involuntary petition in bankruptcy; or, the Lessee abandons the Leased Premises for a period of thirty (30) days.

5.4. Except as may be otherwise provided herein, a failure to comply with any material term or condition of this Agreement, where such failure to comply continues for fifteen (15) days after delivery of written notice thereof by the County to the lessee, shall constitute a default and a breach of this Lease Agreement. If, however, the time required to return to compliance exceeds the fifteen (15) day period, the Lessee shall not be deemed to be in default if, within that period, the Lessee shall begin the actions necessary to bring itself in to compliance with this Agreement in accordance with a compliance schedule acceptable to Airport management.

6.5. This Agreement will be terminated in the event the County abandons the Airport and/or relocates to another airport. In such event, the County shall have no obligation or liability for the Lessee's relocation costs, or for reimbursement to the Lessee for the cost of its personal property located at the Airport.

The signatories hereto certify that they are legally authorized to execute and bind the parties to this Lease Agreement.

COUNTY OF MARQUETTE,

LESSEE,

by: _____
Airport Manager

by: _____

by: _____