



TIE-DOWN LEASE AGREEMENT

THIS LEASE AGREEMENT, is entered into _____, 2016, by and between the Commissioners of St. Mary's County, Maryland, (the "Lessor"), a body corporate and politic, having its principal place of business at 41770 Baldrige Street, Leonardtown, Maryland 20650; and the _____, (the "Lessee"), whose address is:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Tie-down.

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor tie-down _____ (the "Leased Premises"), as shown on Exhibit A, located at St. Mary's County Regional Airport (the "Airport"), for the purpose of storing/parking the following aircraft (the "Aircraft").

Aircraft Make _____
Aircraft Model _____
Aircraft Year _____
Aircraft Registration Number _____
Aircraft Serial Number _____
Aircraft Registered Owner(s) _____
Aircraft Owner Address & Phone Number (if different from Lessee)

Distinguishing Aircraft Markings _____
Quantity and ID of Airport Access Keys _____
Valid Registration Certificate _____
Assigned tie-down space _____

2. Leased Premises. The ground area comprising the Leased Premises shall be as Shown and described on Exhibit A as amended from time to time, and as further depicted on Exhibit A, attached hereto.

3. Permitted Uses.

a. The Leased Premises shall be used for the storage and parking of the Aircraft. Lessee shall abide by the St. Mary's County Airport Rules and Minimum Standards, as amended from time to time.

b. The Lessee agrees not to deposit discharge, or release waste, fuel, oil or other petroleum products or fractions at the St. Mary's County Regional Airport or on the Leased Premises and not to use the Leased Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

c. Aircraft fueling may only be performed in accordance with St. Mary's County Airport Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Leased Premises.

4. Term. The term of this Lease Agreement is for a period of one (1) month commencing _____. Commencement date is considered to be the first day of each month, and lease payments, as set forth below, will not be pro-rated for partial months. This Lease Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this Lease Agreement.

5. Termination. Either party may terminate this Lease Agreement with one calendar month prior written notice.

6. Lease Amount and Payment.

a. The Lease Amount is \$40 per month for storage on grass, or \$60 per month for storage on hard surfaces, including, but not limited to, asphalt or concrete (tail end or pull thru spaces), due and payable on the first of each month.

b. A security deposit equal to one month's Lease Amount per aircraft must be paid upon execution of this Lease Agreement. This deposit, less any unpaid rent, damages to the lease premises and unpaid expenses for which Tenant is responsible, will be refunded upon termination of the Lease Agreement.

c. All lease payments shall be collected by and are to be made payable to the Commissioners of St. Mary's County c/o the Fiscal Manager, Department of Public Works and Transportation, P.O. Box 508, California, Maryland 20619. An additional fee for returned checks in the amount of \$25 will be assessed for any payment not honored by the issuing financial institution.

d. Rental payments not received in full by the tenth (10th) of the month will be subject to a late fee of ten percent (10%) of the unpaid rent. If the Lease Amount is delinquent by thirty (30) days or more, the Lessee will be in default, and this Lease Agreement will automatically terminate. Lessor reserves the right to seek damages for unpaid rent and any necessary repairs to the Leased Premises.

7. Right of Ingress and Egress. Lessee shall have the right of ingress to and egress from the Leased Premises, provided access to the airfield is not otherwise reasonably restricted by the Lessor. The Lessee understands that the Airport may be closed on a temporary basis and/or that airport use restrictions may be imposed, from time to time, for reasons including, but not limited to, hazardous conditions, special events, safety, security, noise, and environmental issues. In addition, the Lessee shall comply with any safety and security planning implemented by the Lessor.

8. Conditions.

a. All aircraft assigned to the Leased Premises must be identified in this Lease Agreement as required by Section 1 above. Lessee is responsible for requesting permission from Lessor in writing prior to storing any additional objects or materials on the Leased Premises, and Lessor reserves the right to refuse any such requests.

b. The Leased Premises is to be maintained by Lessee in a good state of repair and in the same condition, with exception of normal wear and tear, as of the day Lessee took possession of the Leased Premises, or as upgraded during the term of this Lease Agreement.

c. Lessee will be responsible for the clean-up of any hazardous or other material spills from Lessee's aircraft, vehicles, or containers.

d. The Leased Premises may not be sublet or assigned without the prior written consent of the Lessor.

e. The Leased Premises is for general aviation related storage only and no commercial operations (including any aeronautical service provided to the public and Fixed Base Operator ("FBO") activities) are permitted.

f. Lessee may not make alterations, additions, or improvements to or about the Leased Premises, without the written consent of Lessor.

g. Lessor reserves the right to require the Lessee to temporarily relocate its aircraft to an alternative tie-down location for Airport safety, security, operational or maintenance purposes for an initial period of up to thirty (30) days. If, after notice by Lessor, Lessee is not available to move the aircraft, Lessor may move the aircraft, using its best efforts to prevent damage. If the aircraft needs to be relocated for more than sixty (60) days, it will be assigned a new tie-down space. The Lessee will be notified of the location of the new tie-down space in writing, and that letter will be an amendment to this Lease Agreement.

h. Lessor reserves the right to inspect the Leased Premises without notice to Lessee.

i. If the Airport reverts to the federal government for any reason, this Lease will immediately terminate.

j. Lessor will provide the minimum number of tie-down ground anchors that meet the minimum specifications recommended by FAA Advisory Circular 20-35C for Bituminous Paved Areas, as amended from time to time, or an approved equivalent. The Lessee is solely responsible for parking and tying down their Aircraft, including any special security measures required by weather or other conditions at the Airport. The Lessee will provide the tie-down ropes. Ropes shall have an individual rated minimum breaking strength of 3,000 lbs. Ropes shall be synthetic 3/8 inch diameter stranded nylon or 5/16 inch diameter double braided nylon. The Lessor shall be responsible for all maintenance/repairs to the ground anchors within the Leased Premises.

k. The Lessee of an unpaved Leased Premises will provide a minimum of three (3) metal tie-down ground anchors, a minimum of fifteen (15) inches in length, five (5) coils, and five-sixteenths

(5/16) of an inch in diameter, unless aircraft specifications otherwise dictate, in which case Lessee will provide the minimum number of sufficient tie-down ground anchors as set out in said aircraft specifications. The Lessee is solely responsible for parking and tying down aircraft, including any special security measures required by weather or other conditions at the Airport. The Lessee will provide the tie-down ropes. Ropes shall have an individual rated minimum breaking strength of 3,000 lbs. Ropes shall be synthetic 3/8 inch diameter stranded nylon or 5/16 inch diameter double braided nylon. The Lessee shall be responsible for all maintenance/repairs to the ground anchors within the Leased Premises.

1. Maintenance.

1. The Lessee shall be responsible for grass mowing, snow and debris removal on the Leased Premises.
2. Lessee of paved Leased Premises shall be responsible for any repairs necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. Such repairs shall be made under the direction of the Airport Manager.
3. General maintenance and repair of paved areas, including routine repaving, and filling of holes not caused by negligence or willful misconduct of the Lessee, its agents, employees, or guests, will be the responsibility of Lessor.
4. The responsible party shall conduct all other maintenance/repairs with due diligence at its own cost.
5. The rent shall not be abated during the period of maintenance/repairs that are the responsibility of the Lessee.
6. If damage renders the Leased Premises untenable for a period of seven (7) days or more, Lessor shall make reasonable efforts to provide Lessee with an interim tie down space. Alternatively, the Lessee shall have the option to terminate this Lease Agreement by notifying the Lessor in writing of this election.

m. Pursuant to FAA Order 5190.6A, Airport Compliance Requirements, the Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. Lessee will dispose of used oil or hazardous waste only in approved receptacles. Approved receptacles may not be available at the Airport, in which case the Lessee must remove the oil or hazardous waste from the Airport for proper disposal.

n. Prior to final approval of this Lease Agreement, the Lessee shall provide to the Lessor a copy of the Lessee's valid, current photographic identification/driver's license, and the requisite proof of aircraft ownership, insurance coverage and binder/terms for permanent record by the Lessor.

o. Each owner of the Aircraft shall be issued a proximity card reader (a "key") in order to access the Aircraft. Absent exigent circumstances, access shall be twenty four hours a day, seven days a week. Keys shall be issued upon submission of all of the information and copies of documents required by this Lease Agreement and first month's rent. Keys are to be returned to the Airport Manager upon termination of this Lease Agreement. If a key is lost or stolen, this should be immediately reported to

the Airport Manager. An additional fee of fifteen dollars (\$15.00) will be assessed for each replacement key before issuance of a new key or keys.

9. Default. If Lessor defaults in the performance of its duties or obligations as required under the terms of this Lease Agreement, and if Lessor fails to remedy any such default within fourteen (14) days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this Lease Agreement, upon written notice to Lessor. If Lessee defaults in the performance of its duties or obligations as required under the terms of this Lease Agreement, and if Lessee fails to remedy any such default within fourteen (14) days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this Lease Agreement, with written notice to Lessee.

10. Operation of Aircraft. The Lessee is responsible for operating the Aircraft on the Airport in accordance with the applicable Federal and Maryland Aviation Administration laws, rules, regulations, and advisory circulars and opinions. In addition, the Lessee agrees to make reasonable efforts to comply with the established Flying Quiet Program, as amended from time to time. Lessee has read, understands and agrees to comply with the St. Mary's County Airport Rules and Minimum Standards.

11. Indemnification. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage, liability claims, costs or expenses, including reasonable attorneys' fees and court costs, arising directly or indirectly out of the use, maintenance, or repair of the Leased Premises or Lessee's breach of any provision of this Lease Agreement, except to the extent attributable to the intentional act or omission of Lessor, its employees, agents or independent contractors.

12. Surrender of Possession. On the expiration or other termination of this Lease Agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall immediately vacate the Leased Premises and surrender all keys. If Lessee remains on the Leased Premises beyond the expiration or other termination date, Lessee shall be considered as holding over, and shall remain liable for payment of the Lease Amount, and for complying with all the terms of this Lease Agreement. Lessor retains the right to take any lawful action to regain possession of the Leased Premises. Except as otherwise provided in this Lease Agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this Lease Agreement; however, the Lessee shall be responsible for any damage caused by such removal. Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination of this Lease Agreement, shall vest in Lessor.

13. Insurance. Lessee shall maintain continuous liability insurance coverage on the Aircraft that is subject to this Lease Agreement. Aircraft insurance coverage shall be not less than the requirements of § 5-1002 of the *Transportation Article of the Annotated Code of Maryland*, as amended from time to time. In the event that the aircraft is kept in an un-flyable condition, insurance must include "Ground, not in motion" coverage. All policies must provide that the policy cannot be canceled without thirty (30) days prior notice to Lessor. At or prior to the effective date of this Lease Agreement, the Lessee shall provide Lessor with a certificate showing proof of required insurance. Lessee will be required to certify the required insurance coverage by filling out and signing a Maryland Department of Transportation Insurance Record (MAA-210) Form and providing a copy to the Airport Manager. Lessee shall notify

Lessor of any change in the insurance coverage and will do so within five (5) business days after effective date of the change.

14. Notice. All notices and requests required or authorized under this Lease Agreement shall be in writing. Notices shall be sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this Lease Agreement, or hand delivered to the noticed party. The date on which any such notice is mailed shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within seven (7) days after the change.

15. Waiver. Either party's failure to enforce any provision of this Lease Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

16. Severability. In the event any portion of this Lease Agreement is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the Lease Agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Lease Agreement, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the parties in entering into the Lease Agreement.

17. Governing Law. This Lease Agreement will be enforced in accordance with the laws of the State of Maryland.

18. Paragraph Headings. The headings to the paragraphs to this Lease Agreement are solely for convenience and may have no substantive effect on the Lease Agreement nor are they intended to aid in the interpretation of the Lease Agreement.

19. Subordination of Agreement. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States 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 expenditure of federal funds for the development of the airport.

20. Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Lease Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Lease Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

21. Local Government Tort Claims Act. By entering into this Lease Agreement, the Lessor and its "employees" as defined in the Local Government Tort Claims Act, Section 5-301 et seq. of the *Courts and Judicial Proceedings Article* of the *Annotated Code of Maryland* do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this Lease Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

22. Third Party Beneficiary. It is specifically agreed between the parties executing this Lease Agreement that it is not intended by any of the provisions of this Lease Agreement to create in the

public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Lessor and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Lease Agreement.

23. Sufficient Appropriations. The County's financial obligations, if any, under this Lease Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Lease Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Lease Agreement, and shall be final.

COMMISSIONERS OF ST. MARY'S COUNTY

By: _____
George A. Erichsen, Airport Manager

ATTEST: NAME OF BUSINESS / AIRCRAFT OWNER

_____ By: _____
(insert name and title)

Approved for Form and Legal Sufficiency:

George R. Sparling, County Attorney