

CONTRACT NUMBER _____

AUTHORIZING ORDINANCE _____

**SPIRIT OF ST. LOUIS AIRPORT
LEASE AGREEMENT FOR EDISON T-HANGAR END SPACE**

THIS LEASE, made and entered into by and between ST. LOUIS COUNTY, MISSOURI, (hereinafter referred to as "COUNTY") and _____, hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, COUNTY is the owner of a certain tract of ground located in western St. Louis County known as the Spirit of St. Louis Airport, a particular portion of which is described and designated as T-Hangar End Unit Space #EDE _____, (hereinafter referred to as the "Premises"); and

WHEREAS, LESSEE is the owner of the following described aircraft (hereinafter referred to as "the Aircraft"): FAA Registration No. N _____, Make _____ Model _____; and

WHEREAS, COUNTY desires to lease to LESSEE the Premises, and LESSEE desires to occupy said Premises with the aircraft; and

WHEREAS, the St. Louis County Executive is authorized by Ordinance No. 21,683 (2003), to enter into this Lease on behalf of COUNTY;

NOW, THEREFORE, for and in consideration of the premises herein above and the mutual promises, covenants and obligations hereinafter stated, COUNTY and LESSEE mutually agree as follows, to-wit:

**ARTICLE I
OBLIGATIONS OF LESSEE**

1. On the date of the commencement of this Lease and on the same day of each succeeding month thereafter during the term of this Lease, LESSEE shall pay COUNTY a monthly rental fee of \$355.00 plus an electric charge of Fifteen Dollars (\$15.00). If such rent and electric charge are not paid when due, Lessee shall pay a late fee of \$10.00 per month or part thereof delinquent. In the event any sum due COUNTY is unpaid for more than fifteen (15) days, LESSEE shall be deemed in default. COUNTY may adjust the monthly rent and/or electric charge with sixty (60) days notice to LESSEE prior to the termination of the original lease.
2. SECURITY DEPOSIT - TENANT, upon execution of this lease, will deposit with COUNTY a security deposit in the amount of Three Hundred Seventy Dollars (\$370.00) (the "Security Deposit"), receipt of which is hereby acknowledged. The Security Deposit shall be held by COUNTY, without liability for interest, as security for the faithful

performance by TENANT of the terms, covenants and conditions of this lease. COUNTY may commingle the Security Deposit with other funds in COUNTY's Airport Enterprise Fund. If at any time rent payable by TENANT becomes overdue, or TENANT fails to perform any other terms, covenants and conditions of the lease, then COUNTY, at its option, may apply all or any portion of the Security Deposit to the payment of overdue rent or as compensation to COUNTY for loss or damages caused by TENANT's breaches of the lease, without prejudice to COUNTY's other remedies; and if such amounts are so applied, then upon COUNTY's demand TENANT will promptly remit to COUNTY an amount sufficient to restore the Security Deposit to its original amount. Should TENANT comply with all the terms, covenants and conditions of the lease then the Security Deposit will be returned; provided, however, that if the leased premises are sold the COUNTY may turn the Security Deposit over to the new owner and be released of all liability with respect to the Security Deposit.

3. LESSEE shall utilize the Premises for the sole purpose of storage of the aircraft; provided, however, that LESSEE may store other aircraft on the Premises with the prior written permission of the St. Louis County Director of Aviation (hereinafter referred to as the "Director").
4. LESSEE shall keep the Premises neat, clean and free of all garbage, rubbish, trash and flammable materials.
5. LESSEE shall not store flammable liquids, nor fuel or permit fueling of the Aircraft in the Premises.
6. LESSEE shall be responsible to COUNTY for any and all damage caused to any real or personal property of COUNTY by any one or more of LESSEE or its officers, employees, servants, agents, guests or business visitors. This shall include any damage caused by failure of the LESSEE or any designated agent of the LESSEE to properly close and latch doors to the Premises.
7. LESSEE hereby releases, indemnifies and holds harmless COUNTY, its officers, employees, servants, agents from any and all loss, claims, suits, or any liability whatsoever, whether made, instituted or asserted by LESSEE or by any other party or person for any personal injury to or death of any person or persons or for any loss, damage or destruction of any property whether owned by LESSEE or others arising out of any act or omission by any one or more of LESSEE or its officers, employees, servants, agents, guests or business visitors, and LESSEE agrees to indemnify and defend each of them for all damages and expenses, including attorneys fees arising there from.
8. LESSEE shall bear the risk of any and all damage or loss with respect to the hangaring and storage of the aircraft on the Premises, except that attributable to the sole negligence of COUNTY.
9. LESSEE shall abide by and comply with all present and future applicable rules and regulations of the Federal Aviation Administration, COUNTY and all reasonable directives of the Director.
10. LESSEE shall be responsible for the parking, setting of brakes, placing of chocks, tying

down, otherwise securing and checking the aircraft and any other such related act or acts.

11. LESSEE shall not move or attempt to move the aircraft or any substituted aircraft out of the Premises or from the Airport if any rent or other sum is in default.

ARTICLE II

OBLIGATIONS OF COUNTY

COUNTY warrants that it has good title to the Premises and good right to make this Lease and shall put LESSEE into possession of the Premises in a condition fit for use by LESSEE and shall use reasonable diligence in the care and protection of the Premises during the term of this Lease and all extensions thereto, reasonable wear, tear, and depreciation resulting from ordinary use excepted.

ARTICLE III

TERM OF LEASE

1. The original term of this Lease shall be for a period of one (1) year commencing on _____, 20____ and terminating on _____, 20____.
2. This Lease shall be automatically renewed annually for a period of four (4) years commencing with the expiration of the original lease term unless COUNTY or TENANT shall have delivered written notice to the other party of its intention to terminate this lease no less than thirty (30) days prior to the end of any original or renewal term..

ARTICLE IV

MISCELLANEOUS PROVISIONS

1. COUNTY reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the LESSEE in this regard.
2. COUNTY reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.
3. During time of war or national emergency, COUNTY will have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government shall be suspended.
4. This Agreement shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States or any agency thereof relative to the maintenance, operation or development of the Airport.
5. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

6. LESSEE shall not conduct or allow to be conducted any commercial aviation activity as defined by the Federal Aviation Administration on the premises unless LESSEE receives prior written approval for such activity from the Director. This shall include the employment of mechanics not affiliated with and working for an approved Aircraft Maintenance Organization at the Spirit of St. Louis Airport.
7. COUNTY shall have the right to enter the Premises at any time for any purpose. LESSEE shall not install any additional locking devices on the premises unless LESSEE receives prior written approval for such activity from the Director.
8. LESSEE shall not make any modifications or additional connections to electrical service, including lighting, unless LESSEE receives prior written approval from the Director.
9. LESSEE shall not use in or about the Premises any portable or other electrical equipment with a current amperage requirement in excess of eight (8) amps. In addition, LESSEE is expressly prohibited from using any type of electrical engine pre-heating devices (except those permanently mounted on engine) while LESSEE is not on the Premises.
10. LESSEE shall not assign this Agreement or sublease the Premises nor allow or permit any person, firm or corporation to use the Premises for any purpose whatsoever.
11. COUNTY is under no obligation to move LESSEE'S aircraft in or out of the Premises ("in and out service"). If, at LESSEE's request, COUNTY does move said aircraft, LESSEE shall assume all risk of any and all damage, which may result there from. LESSEE shall not leave the aircraft outside of hangar unattended. LESSEE is responsible for insuring that aircraft is inside the Premises, and does not create a traffic hazard for other aircraft.
12. In addition to any other legal or equitable remedy of COUNTY, and in the event any sum due COUNTY from LESSEE is un-paid for more than fifteen (15) days, without notice to LESSEE, COUNTY may cancel this lease agreement and remove said aircraft (or any substitute aircraft) and any and all other personal property from the Premises and may thereafter store the same in any space anywhere on the airport, as COUNTY deems fit. LESSEE shall pay COUNTY the cost and expenses of any such removal and storage and shall assume all risk of any and all loss for damage, which may result there from.
13. In addition to any and all legal and equitable remedies available to COUNTY, and in addition to any other liens COUNTY may have, LESSEE hereby grants COUNTY a lien upon said aircraft (or any substitute aircraft) and any other personal property of LESSEE located at AIRPORT, for unpaid rentals, storage, damage, or other sums due hereunder and hereby makes, constitutes, and appoints the Director as LESSEE's agent and attorney-in-fact to sell and convey said property at any public or private sale for the purposes of satisfying such lien; provided, however, that notice of the date of any such sale shall be given to LESSEE by certified mail at least thirty (30) days prior thereto.
14. This lease shall be binding upon and inure to the benefit of the heirs, personal representative, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, COUNTY and LESSEE have signed their names and affixed their official seals to this Lease on the day and year first written below.

Signature

Date Signed

FOR AN INDIVIDUAL

I, _____, affirm that I signed this Lease and I acknowledge this Lease to be my free act and deed.

FOR A CORPORATION:

I, _____, affirm that I am the ____ [title] _____ of
[Corporation]
and that I signed this Agreement on behalf of said corporation, by authority of its board of directors, and that I acknowledged this Agreement to be the free act and deed of the said corporation.

FOR A LLC

I, _____, affirm that I am the ____ [title] _____ of
____ [LLC] _____ and that I signed this Contract on behalf of said limited liability company, I acknowledge this Contract to be the free act and deed of the said limited liability company.

ST. LOUIS COUNTY, MISSOURI

Attest:

St. Louis County Executive

Administrative Director

Date Signed

Approved:

Approved:

Director of Public Works

Accounting Officer

Approved:

Approved As To Legal Form:

Director of Aviation

County Counselor

LEGAL REVIEW:

ENCUMBRANCE REVIEW:

AUTHORIZING ORDINANCE: