

**LOGAN-CACHE AIRPORT AUTHORITY
GROUND LEASE AGREEMENT**

This lease is made and entered into by and between the Logan-Cache Airport Authority, which shall be called the "LESSOR" in this agreement and the "LESSEE" as indicated below:

Name: _____

Address: _____

Phone: _____

Email: _____

In consideration of the mutual terms and conditions contained in this agreement, the parties hereto do hereby agree as follows:

A. LEASED PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following hangar site located at the Logan-Cache Airport:

Designated Number: _____

Tax ID Number: _____

Total site Dimensions: _____

B. RENT

1. Lessee shall pay rent to the Lessor for the hangar site in the amount of \$_____ per year
2. Annual rent payments shall be payable in advance and due on or before July 1st of each year during the term of this lease. Lessee agrees to pay a late charge of ten percent (10%) of the amount due for any amount not received within thirty (30) days of the due date.
3. The Lessor and the Lessee agree that the rent due under this agreement shall be increased by at least the social security cost of living percentage per year.
4. The Lessee will also be assessed a one-time hookup fee of \$1,000.00 or the current Logan City connection fee, whichever is greater, for sewer and water service.
5. Lessee shall be responsible for all utility services, charges and costs of installation and maintenance. Utility services include but are not limited to water, sewer, power, gas, and telecommunications.

C. TERM

1. The initial term of this lease shall be for the period of 10 years from:
_____ to _____

2. The lease may be renewed under the same terms and conditions for an additional ten year term by Lessee giving Lessor advance written notice at least 180 days prior to expiration of the initial term of this lease.
3. The lease may be terminated by either party upon written notice given at least 180 days prior to termination.

D. IMPROVEMENTS

1. Lessee has the right to construct and maintain the hangar and aviation-related improvements on the premises subject to the terms of this lease.
2. Any hangars or improvements, including any modifications, must comply with the provisions of the Uniform Building Code, Uniform Fire Code, and other uniform codes and standards adopted by the City, as well as any applicable federal or state laws relating to airport structures. No hangar or permitted improvement may be erected or modified without a city building permit having first been obtained by the Lessee and permission obtained from the Lessor. Permission shall not be unreasonably withheld.
3. Upon the termination of this lease, Lessee shall have the right to remove the hangar and any improvements erected by the Lessee; provided, however, that the Lessee, upon such removal, shall leave the site clean and free of debris, litter, abandoned equipment and materials. The removal must be completed within sixty (60) days from the date of termination. Lessor shall have the option, upon receipt of notice from the Lessee of the intention of the Lessee to remove the hangar or improvements, to purchase the hangar or improvements at a fair market value. Lessor shall exercise the option by written notice thereof within thirty (30) days of the notice of intention to terminate.

E. RESTRICTIONS

1. The premises' use must be primarily devoted to housing and maintaining aircraft and aviation-related equipment. Peripheral use for storage of other non-hazardous items is allowed. Lessee may not use the premises primarily for non-aviation related purposes.
2. Storage of fuel on premises is not allowed except in regular, built-in aircraft fuel tanks. Fuel dispensing from permanently-installed containers at the fuel farm may be allowed, but only where the tanks and pumps are installed in accordance with fire and building codes, and where the fuel is used only by the Lessee. Selling fuel to other parties is not allowed unless the Lessee meets standards established by the Logan-Cache Airport Authority and pays a dispensing fee to the Logan-Cache Airport Authority.
3. Users may self-fuel their own aircraft in the designated area away from the hangars. Fuel hauled to the airport for this purpose may not be kept inside the hangars. Aircraft are not allowed to be fueled inside the hangars.
4. No signs may be displayed on the exterior of any hangar or improvement, other than the hangar number, without the prior written consent of the Lessor. Such approval shall not be unreasonably withheld.

F. COMPLIANCE WITH APPLICABLE LAWS

Lessee shall at all times comply with all applicable federal, state, county and city laws, rules, ordinances, and regulations for the use of the hangar, airport facilities, and the airport including, but not limited to, those rules and regulations promulgated by the Federal

Aviation Administration, as well as the airport zoning regulations contained in the Master Plan adopted by the city for the Logan-Cache Airport. Any violation of any applicable federal, state, county and city laws, rules, ordinances and regulations shall be deemed a violation of this lease.

G. LESSOR RESERVATIONS

1. Lessor reserves the exclusive right to develop or improve the airport or any portions thereof and take any necessary action or steps to protect the aerial approaches of the airport against obstructions including, but not limited to, height, building and use restrictions as to the premises leased hereunder if Lessor reasonably deems that the buildings and improvements or the use thereof by the Lessee constitutes an obstruction or danger to the safe operation of the airport.
2. Lessor shall reserve the right to enter any hangar at reasonable times for the purpose of inspecting the premises for safety factors and compliance with the Uniform Building Code and other applicable federal, state and county codes and requirements, and to verify the identification and location of taxable aircraft or other taxable items located within the hangar upon ten (10) days notice.

H. DEFAULT

In the event the Lessee fails to pay any rental payments as required by the terms of this lease or in the event that the Lessee fails to comply with any other provision of this agreement, Lessor shall have the right, after thirty (30) days notice to the Lessee of such default or failure to comply and upon the failure of the Lessee to cure the default, to terminate this agreement and to remove the Lessee from the premises. Upon such removal, the Lessor may retain possession of the premises and lease the same to other parties as it may, in its discretion, deem reasonable and necessary. Upon such termination, the Lessee agrees to peaceably vacate the premises and to remove the hangar, improvements, and any equipment located therein within sixty (60) days from the date of said termination. Upon the failure to remove the hangar, improvements, or equipment within that time period, such hangar, improvements, or equipment shall revert to the Lessor or be removed by the Lessor. Lessor retains its option to acquire the hangar and any improvements as provided in Paragraph D.

I. PROHIBITION AGAINST ASSIGNMENT

This lease may not be assigned nor sublet without the prior written consent of the Lessor. Said consent shall not be unreasonably withheld. In the event the hangar is sold, the new owner will be required to execute a new lease agreement.

J. INDEMNIFICATION AND LIABILITY INSURANCE

1. Lessee shall indemnify and hold the Lessor harmless from any and all damages incurred by any person or property of the Lessee and to protect and save harmless the Lessor from any liability or expenses of defense or otherwise by reason of any injury to person or property upon the premises during the term of this lease including reasonable attorney's fees and cost.

2. Lessee shall obtain and maintain a general liability insurance policy, in full force and effect at all times during the term of the lease, with minimum general liability coverage of \$1,000,000.00 combined single limit per occurrence. The policies are to contain, or be endorsed to contain the following provisions:
 - a. The Logan-Cache Airport Authority, its officers, officials, employees and volunteers are to be covered as additional insured. The coverage shall contain no special limitations on the scope of protection afforded to the Logan-Cache Airport Authority, its officers, officials, employees and volunteers.
 - b. Lessee's insurance shall be primary insurance as respect to the Logan-Cache Airport Authority, its officers, officials, employees and volunteers. Any insurance maintained by the Logan-Cache Airport Authority, its officers, officials, employees and volunteers shall be in excess of the lessee's insurance and shall not contribute with it.
 - c. Lessee shall provide Lessor a certificate of insurance on an annual basis showing the above coverage.

K. SUBORDINATION

This lease 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 if such agreement is required as a condition precedent to the obtaining or expenditure of federal funds for the development and use of the airport.

L. CONSTRUCTION PERFORMANCE

If Lessee is building a hangar, Lessee agrees to obtain a building permit within ninety (90) days from the date Lessee signs this agreement. It is also agreed that building will commence within one hundred twenty (120) days from the Lessee signing this agreement. An extension on the building of the hangar may be made to the Lessor in writing if more than one hundred twenty (120) days is required. The hangar must be completed within one hundred eighty (180) days of commencement. The Lessee is responsible for securing the construction site to assure that it is safe for tenants and visitors, and does not obstruct or interfere with business activities at the airport.

IN WITNESS THEREOF, the parties have executed the agreement in duplicate, each of which shall be deemed an original, on the _____ day of _____, 20_____.

LESSOR:

LESSEE:

Logan-Cache Airport Authority

By: _____
Board Chair

By: _____
Signature