

COMMON CONSTRUCTION HANGAR LEASE

Experimental Aircraft Association -- Chapter 55, Inc., a Michigan non-profit corporation of 643 Aviation Drive, Mason, Michigan 48854, ("EAA Chapter 55") hereby leases certain undifferentiated aircraft construction space (as described in Exhibit A, which is incorporated herein by reference; the "Premises") in EAA Chapter 55's aircraft construction hangar (the "Hangar") located at the Mason-Jewett Airport, Mason, Ingham County, Michigan to _____ of _____, Michigan _____, ("Lessee") and Lessee hereby accepts this lease subject to the following terms and conditions which these parties agree to be bound by:

I. CONTROLLING LEASE

This lease is subordinate to and controlled by certain leases for Mason-Jewett Field parcels F and H between the Experimental Aircraft Association -- Chapter 55, Inc. and the Capital Region Airport Authority ("CRAA") which leases are incorporated herein by reference.

II. INDEMNITY AND RELEASE FROM LIABILITY

- A. EAA Chapter 55 shall not be deemed to have assumed and shall not have any liability, duties, or responsibilities of any kind not expressly accepted in this Lease.
- B. Lessee shall indemnify and hold harmless EAA Chapter 55 from any and all claims, losses, liabilities, damages, actions, orders, or judgements, together with all costs and expenses incident thereto, including, but not limited to, reasonable attorney fees, arising out of or pertaining to Lessee's and Lessee's guests' and invitees' use or occupancy of the Hangar or Lessee's breach of any condition or covenant in this lease or which may be incurred by EAA Chapter 55 to enforce this lease.
- C. Lessee shall indemnify and hold EAA Chapter 55 harmless from any damage to or loss of Lessee's property arising out of EAA Chapter 55's or others moving Lessee's or other's aircraft, aircraft components, or other property into, out of, or within the Hangar.
- D. Neither EAA Chapter 55 nor EAA Chapter 55's agents shall be responsible for the theft of, loss of, or damage to any personal property of Lessee or its guests or invitees, including but not limited to aircraft, because of wind, fire, water, collapse, acts or omissions of third parties, or any cause whatsoever.
- E. To the fullest extent possible without breaching insurance contracts, Lessee and EAA Chapter 55 waive all subrogation rights against each other.

- F. Removal and/or subsequent storage of Lessee's aircraft, aircraft components, or other property as allowed in this agreement will not create a bailment relationship with EAA Chapter 55, and Lessee agrees to indemnify and hold EAA Chapter 55 harmless for damage, loss, or injury resulting as a consequence of such removal or storage and for all costs of such storage, provided that Lessee's aircraft is tied down or hangared within a reasonable time subsequent to removal.

III. PARAGRAPH HEADINGS

Paragraph headings herein are provided for convenience only and are not a part of the substance of the Lease.

IV. OCCUPANCY

- A. Lessee acknowledges that the Hangar may also be occupied and used by other individuals or companies for the construction, storage, repair, assembly, restoration, alteration, maintenance, servicing, or painting of aircraft, aircraft components, or other property and that this is therefore not an exclusive lease to occupy or utilize the Hangar or any particular part of the Hangar.
- B. This is a lease to use part of the Hangar in common with other lessees, and Lessee shall make every effort to occupy and utilize the Premises in a safe and harmonious manner compatible with the occupancy and use of the other Lessees.
- C. This is only a non-exclusive lease for the use of hangar space in common with others, and the parties shall not be considered to have created any bailment.
- D. Lessee acknowledges that the Hangar is not continuously attended or physically occupied by any representative of EAA Chapter 55 and EAA Chapter 55 shall not be held responsible for any damage to or loss of any property of Lessee by reason of inadequate security or the actions or omissions of other Lessees or other persons.

V. TERM

- A. This lease begins the _____ day of _____, 20____ and continues thereafter from year to year but may be terminated by either party by giving written notice of termination at least one month in advance. Termination of this lease shall be effective only on the last day of the month.

- B. This lease is conditioned on provisions VI, VII, VIII, XA, XB, XD, and XIII below and may be terminated by EAA Chapter 55 without prior notice if any of the said conditions are breached.

VI. USES OF PREMISES

Except upon the express prior approval of EAA Chapter 55, the premises may be used for construction, assembly, repair, or restoration of an aircraft or components of an aircraft and for storage of an aircraft, aircraft components, tools and supplies required for aircraft construction assembly, repair, or restoration as described in Appendix A, attached hereto, only and not for any other purpose whatsoever including, but not limited to, any commercial activities.

VII. HAZARDOUS MATERIALS

Lessee shall not keep flammable, explosive or other hazardous materials on the premises except in those amounts necessary for the construction, restoration and finishing of Lessee's aircraft or aircraft components. All such materials shall be stored in sealed, marked containers consistent with all applicable regulations regarding their storage and handling. All such materials must be removed by Lessee upon or before the effective date of the termination of this lease. Tenant shall be solely liable for and shall indemnify EAA Chapter 55 from any and all liability including, without limitation, any expenses or damages associated with any environmental contamination, cleanup, or response or any third-party liability arising out of Lessee's use, storage, or possession of any flammable liquids or other hazardous materials on the Premises.

VIII. ASSIGNMENT

Lessee may not assign or otherwise convey or allow any other person to use this lease or the Hangar without the written approval of EAA Chapter 55.

IX. RUNNING ENGINE INSIDE OF HANGAR

No aircraft shall be started or have its engine running while inside the hangar.

X. OBLIGATIONS OF LESSEE

- A. Lessee shall assist in maintaining the premises in a neat and clean condition at all times.
- B. Lessee shall park vehicles to avoid blocking access to the Hangar doors or obstruction of the taxiways adjacent to the Hangar for the passage of aircraft.

- C. Lessee shall notify EAA Chapter 55 of any repairs needed on the Hangar.
- D. Lessee shall keep the Hangar doors closed and locked at all times when the Hangar is not occupied.

XI. EAA Chapter 55'S RIGHT TO REMOVE AIRCRAFT AND PROPERTY

- A. EAA Chapter 55 shall have the right, but shall not be required, to remove Lessee's aircraft and other property from the Hangar if Lessee fails to remove said aircraft and property upon termination of this lease for any reason provided that EAA Chapter 55 notifies Lessee at least 10 days in advance that the aircraft and/or property will be removed.
- B. If Lessee's aircraft or other property is removed as allowed by this agreement, Lessee shall pay any fee, including tie-down fees, hangar fees or other storage costs incurred in the storage of Lessee's aircraft or other property and shall hold EAA Chapter 55 harmless of any and all such costs and from any liability arising out of the storage of such property.

XII. REMOVAL OF LESSEE'S PROPERTY IN AN EMERGENCY

- A. Lessee agrees that EAA Chapter 55 may move Lessee's aircraft and/or property in the event of an emergency.
- B. This clause shall not be construed as imposing a duty on EAA Chapter 55 to move Lessee's aircraft and/or property under any circumstances.

XIII. LEASE FEES (RENT)

- A. Lessee agrees to pay EAA Chapter 55 an initial sum of \$ _____ for the period from _____ to _____ and thereafter a monthly sum of \$ _____ payable in advance on the first day of each month.
- B. In addition to any interest on late payments, EAA Chapter 55 may charge Lessee a ten dollar (\$10.00) late fee for each month in which Lessee has not paid Lessee's Lease fee by the first regularly scheduled membership meeting of EAA Chapter 55 for that month. The parties agree that this late fee is a reasonable charge for the additional costs to EAA Chapter 55 of handling late payments.

- C. Lessee shall pay EAA Chapter 55 interest at an annual rate of 7% on any sums that remain unpaid in whole or in part for 30 days or more. Said interest shall be in addition to any other remedies which are available to EAA Chapter 55.
- D. No bills or account statement are expected from EAA Chapter 55 as a prerequisite for payment of any rent and the furnishing of any such bill or statement to Lessee by EAA Chapter 55 shall not imply any requirement by EAA Chapter 55 to provide any such bills or statements thereafter.
- E. Checks are to be made payable to Chapter 55, Inc.
- F. Lease fees (rent) shall not be considered paid until received at the address started herein for EAA Chapter 55 or such other address as may be designated by EAA Chapter 55 pursuant to article XIV below.
- G. EAA Chapter 55 may change the amount of the monthly rent by giving advance notice thereof at least one month in advance.
- H. Lessee shall pay all reasonable attorney fees, expenses, and costs incurred by EAA Chapter 55 to collect any sums payable under this agreement or to enforce this agreement.
- I. EAA Chapter 55 is hereby expressly granted a lien on all property listed in Exhibit A and any other property located in the Hangar that is owned or controlled by Lessee to secure the payment of all rent and other amounts including, but not limited to, reasonable attorney fees, provided for in this agreement.
- J. Lessee shall be responsible for all heating fuel costs for the Hangar and EAA Chapter 55's adjoining structures and the portion of electric costs attributable to the Hangar. Such costs shall be shared equally with any other Lessees who occupy the Hangar.

XIV. NOTICES

All notices permitted or required by this Lease shall be deemed sufficient if sent by first class mail with postage or other charges fully prepaid to the respective addresses of EAA Chapter 55 and Lessee first written at the beginning of this Lease document unless either such party gives the other prior written notice of a change of address for such notices; in which event, any notice shall be sent as specified immediately above to such new address.

XV. MEMBERSHIP

Lessee must be a member in good standing of EAA Chapter 55 at all times throughout the term of this agreement.

XVI. SNOW REMOVAL

The parties understand that the CRAA will provide snow removal from the North-South taxiway which leads to the East-West taxiway and the airport hangar access road. However, EAA Chapter 55 shall not be responsible for snow removal between that North-South taxiway and the hangar or any other snow removal whatsoever, regardless of any snow removal activities, or lack thereof, by the CRAA or anyone else.

XVII. SEVERABILITY AND WAIVER

Invalidation of any of the provisions herein by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect and one or more waivers of any covenant, condition, rule or regulation by the EAA Chapter 55 shall not be construed as a waiver of further breach of the same.

XVIII. ENTIRE AGREEMENT

This agreement cancels, terminates and supersedes all prior understandings, representations, and agreements of the parties or any of them respecting any and all subject matter contained herein and constitutes the entire agreement of the parties. There are no other agreements, oral or written, express or implied.

Lease agreement accepted by EAA Chapter 55:

EXPERIMENTAL AIRCRAFT ASSOCIATION –
CHAPTER 55, INC.

Dated: _____

Name _____
Title: _____

Lease agreement accepted by Lessee:

Dated: _____

Name _____
Title: _____

EXHIBIT A

COMMON CONSTRUCTION HANGAR LEASE

Aircraft Make & Model: _____

Approximate size of hangar space allocated _____

Description of aircraft components _____

Description of personal tools and other property _____

Lessee's telephone no. -home: _____ work _____

-cell: _____

Lessee's E-mail _____

Dated: _____

(EAA Chapter 55)

Dated: _____

(Lessee)