

AIRCRAFT TIEDOWN LEASE AGREEMENT

This Aircraft Tiedown Lease Agreement (the "Lease") is made and entered into by and between the CITY OF FORT WORTH ("Lessor"), a home rule municipal corporation whose Department of Aviation, located at Meacham International Airport (the "Airport"), 4201 North Main Street, Suite 200, Fort Worth, Texas 76106-2736, has authority to administer and enforce the terms of this Lease, and the undersigned ("Lessee"), more fully identified in Section "A" of Exhibit "A" ("Aircraft Tiedown Lease Agreement Information"), attached hereto and incorporated herein by reference for all purposes.

1. Lessee hereby agrees to lease the property owned by Lessor and described in Section C of Exhibit "A" (the "Premises"). Lessee accepts the Premises in its present condition. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition, subject to ordinary wear and tear.
2. The term of this Lease shall commence on the date indicated in Section E of Exhibit "A" and will automatically renew on the first day of each subsequent month unless canceled by either party by written notice provided to the other party not less than 30 days prior to the effective date of such cancellation.
3. A. Lessee agrees to pay Lessor the monthly rental set forth in Section D of Exhibit "A." The first month's rent is due on or before the effective date of this agreement. Thereafter, monthly rental payments are due on or before the first day of each month. If this Lease commences on a date other than the first day of any given month, the first month's rental payment shall be prorated in accordance with the number of days remaining in that month.

B. Rent shall be considered past due if Lessor has not received full payment by the end of the tenth day of the month in which payment is due. Lessee agrees to pay a late charge of ten percent (10%) of the monthly rental for each month in which rent is past due. A separate computation and payment of such late charge shall be made for each monthly installment that is past due. For example, if two monthly installments are past due, then two separate late charges shall accrue, and so on.
4. Lessee may use the Premises only for storage of the aircraft described in Section B of Exhibit "A" and for no other purpose without the prior written consent of the Director of Airport Systems or designee.
5. Lessee shall maintain the Premises in a good condition and keep the Premises free from trash at all times. Lessee shall not store, dispose of, or allow to stand any fuels, oils, solvents or other hazardous material on the Premises. Lessee shall not conduct or permit any action or activity that constitutes a nuisance, interferes with the use of any airport property by other tenants, or disturbs or endangers the general public in any way.
6. Lessor shall have the right to enter the Premises at any time in order to inspect or repair the Premises, or to perform repairs or maintenance to other airport property.
7. Lessee hereby assumes all liability and responsibility for property loss, property damage and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or

asserted, arising out of or in connection with the use of the airport under this Lease or with the leasing, use, occupancy, existence or location of the Premises, **whether or not caused, in whole or in part, by alleged negligence of Lessor, its officers, agents, servants, employees, contractors, subcontractors, licensees or invitees**. Lessee covenants and agrees to, and does hereby, indemnify, hold harmless and defend Lessor, its officers, agents, servants and employees from and against any and all claims or lawsuits for property damage or loss (including alleged damage or loss to Lessee's business and any resulting lost profits) and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with the use of the airport under this Lease or with the leasing, use, occupancy, existence or location of the Premises, **whether or not caused, in whole or in part, by alleged negligence of Lessor, its officers, agents, servants, employees, contractors, subcontractors, licensees, or invitees**. Lessee assumes all responsibility and agrees to pay Lessor for any and all injury or damage to Lessor's property which arises out of or in connection with any and all acts or omissions of Lessee, its officers, agents, employees, contractors, subcontractors, licensees, invitees, or trespassers, **whether or not caused, in whole or in part, by alleged negligence of Lessor, its officers, agents, servants, employees, contractors, subcontractors, licensees or invitees**.

8. A. The following events shall constitute events of default by Lessee under this Lease:
- (1) Lessee's failure to pay any installment of rent within 10 days following the date that payment was due;
 - (2) Lessee's failure to comply with any term, provision or covenant of this Lease, other than the payment of rent, within 15 days following receipt of written notice from Lessor to cure such failure; or
 - (3) Lessee's abandonment or vacation of the Premises.

B. Upon the occurrence of any such events of default, Lessor shall have the option to terminate this Lease without further notice to Lessee. Upon termination Lessor shall have the right to take full possession of the Premises, by force if necessary, and to remove any party remaining on the Premises without being liable for trespass or for any other reason which may stem from Lessor's termination or assertion of its right to terminate. In the event of termination, Lessee agrees to pay Lessor on demand the amount of all loss or damage that Lessor may suffer by reason of such termination.

9. Lessor shall at all times have a lien on all aircraft and any other property located on the Premises. Lessee covenants and agrees that it will not remove from the Premises any such aircraft or other property unless Lessee has first paid Lessor all rent and any other sums of money to which Lessor is, at the time, entitled under the terms of this Lease. Upon the occurrence of an event of default by Lessee, Lessor may exercise any remedy available to it, either herein or by law, including Lessor's right to enter upon the demised premises, take possession of the aircraft and any other property situated on the premises and, after providing Lessee with five days' written notice, sell the same at public or private sale. In this event, Lessor will apply proceeds from such sale, less any and all expenses incurred by Lessor in the possession or sale of the property, as a credit against any sums due by Lessee to Lessor. Any surplus shall be paid to Lessee, and Lessee agrees to pay any deficiency forthwith. Alternatively, Lessor may foreclose upon its lien on Lessee's aircraft and other property on the Premises as provided by law. Lessee acknowledges that such lien is supplementary to any statutory lien for rent that Lessor may also have.

10. This Lease shall be governed by the laws of the state of Texas. In the event there should be a breach

or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, Lessor and Lessee agree that each party shall be responsible for its own attorneys' fees.

11. Lessee represents and warrants to Lessor that Lessee is the owner of the aircraft described in Section B of Exhibit "A."

12. Lessee shall not assign, sell, convey, sublet or transfer any of its rights, privileges, duties or interests granted by this Lease. Any attempted assignment of this Lease shall be null and void.

13. Lessee hereby agrees to comply with all federal, state and local laws, as well as all rules and regulations established by Lessor.

14. If any provision of this Lease is subsequently held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. This written instrument contains the entire understanding and agreement between Lessor and Lessee. Any prior contemporaneous oral or written agreement is hereby declared null and void.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples on this the _____ day of _____, 200__.

CITY OF FORT WORTH:

By: _____
T.M. Higgins
Assistant City Manager

Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **T.M. Higgins**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the **City of Fort Worth** and that he executed the same as the act of the **City of Fort Worth** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day _____, 200__.

Notary Public in and for the State of Texas

APPROVED AS TO FORM AND LEGALITY:

By: _____
Charlene Sanders
Assistant City Attorney

ATTEST:

By: _____
Marty Hendrix
City Secretary

M&C: _____

LESSEE:

ATTEST:

By: _____

By: _____

Name:

Title:

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of _____ and that s/he executed the same as the act of _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day
_____, 200_____.

Notary Public in and for the State of Texas

EXHIBIT "A"

AIRCRAFT TIEDOWN LEASE AGREEMENT INFORMATION

A. Lessee: Name:

Business:

Bus. Address:

Bus. Phone: ()

Res. Address:

Res. Phone: ()

FAX Number: ()

In case of emergency, call _____

Phone: ()

B. Aircraft:

Make: _____ No.

Color:

C. Leased Space: Tie Down Site No.

D. Rental: \$_____ per month

E. Commencement Date: _____