

Jefferson County Airport (202) Rental Agreement

SUMMARY OF KEY TERMS OF THIS LEASE AGREEMENT ("AGREEMENT"): THE FOLLOWING INFORMATION ("PARAGRAPH 1") IS PROVIDED STRICTLY FOR INFORMATION PURPOSES AND IS INTENDED TO BE CONSTRUED CONTEXTUALLY WITH THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT.

NAME OF LESSOR (OWNER)	JEFFERSON COUNTY REGIONAL AIRPORT AUTHORITY (JCRAA)
ADDRESS OF LESSOR	600 AIRPARK DRIVE WINTERSVILLE, OH 43953-0104
ALL SUMS PAID TO LESSOR BY TENANT SHALL BE MADE PAYABLE TO	JEFFERSON COUNTY AIRPORT
DESCRIPTION OF PREMISES TO BE LEASED (HANGAR NUMBER, BUILDING IDENTIFIER, ETC) (I.E. DOOR No. 15 IN HANGAR 2)	
NAME(S) AND ADDRESS(ES) OF LESSEE(S) (FULL LEGAL NAME(S))	

AS USED IN THIS AGREEMENT, THE TERM "LESSEE" REFERS TO THE LESSEE(S) AND AUTHORIZED OCCUPANTS. IF THIS AGREEMENT IS EXECUTED BY MORE THAN ONE LESSEES, EACH LESSEE SHALL BE JOINTLY AND SEVERALLY LIABLE FOR COMPLIANCE WITH ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

NAME OF AUTHORIZED OCCUPANT	RELATIONSHIP TO LESSEE(S)	AGE	KEY ACCESS

IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED IN THIS AGREEMENT, LESSOR AGREES TO LEASE TO RESIDENT THIS RENTAL PREMISES HEREINAFTER REFERRED TO AS THE "PREMISES".

BEGINNING DATE OF LEASE TERM	ENDING DATE OF LEASE TERM

SCHEDULE OF MONTHLY RENTS				BASE RENT
				\$
				MAINTENANCE FEE
\$	\$	\$	\$	\$
				OTHER
\$	\$	\$	\$	\$
TOTAL ADDITIONAL FIXED MONTHLY RENTS (SUM OF ABOVE EXCLUDING BASE RENT)				\$
SPECIAL MONTHLY CONCESSION OR DISCOUNT		<input type="checkbox"/> Yes <input type="checkbox"/> No		(\$)
TOTAL MONTHLY RENT (BASE RENT PLUS ADDITION RENTS MINUS MONTHLY CONCESSION OR DISCOUNT)				\$
PRORATED RENT FOR PARTIAL FIRST MONTH (BASED ON 30 DAY MONTH)				\$
MONTHLY LATE FEE LATE FEE WILL BE \$25.00.				\$

SCHEDULE OF INITIAL ONE-TIME CHARGES				
				\$
TOTAL ADDITIONAL FIXED MONTHLY RENTS (SUM OF ABOVE EXCLUDING BASE RENT)				\$
SPECIAL ONE-TIME CONCESSION OR DISCOUNT		<input type="checkbox"/> Yes <input type="checkbox"/> No		(\$)
TOTAL INITIAL ONE-TIME CHARGES (BASE RENT PLUS ADDITION RENTS MINUS MONTHLY CONCESSION OR DISCOUNT)				\$

DEPOSITS	
ENTRY KEYS	\$
CLEANING DEPOSIT	\$
TOTAL DEPOSIT	\$
KEY DEPOSITS INCLUDE COST OF CHANGING LOCKS DUE TO OUTSTANDING KEYS.	

Utilities and Services To Be Paid by Lessee
 (check all that are applicable)

Electricity Authority
 Gas
 Water
 Sewer
 Garbage
 Cable/Satellite
 Telephone

Lessee understands and agrees that all utilities checked above will be paid by Lessee. If not provided by Lessor, Resident agrees to obtain electric, water, sewer, and garbage service for the Premises. In the event that payments for any utilities are not made when due, with the exception of sub metered water and sewer services, it shall be considered a material breach of the lease for which the Lessor may immediately terminate this Agreement. Unless supplied by Lessor and Lessor is grossly or intentionally negligent regarding the same, Lessor is not liable for failure to supply electric, water, or sewer, nor for any damage resulting from an interruption or malfunction in service or any utility due to any cause.

JEFFERSON COUNTY AIRPARK, WINTERSVILLE, OH.

WHEREAS, THE JEFFERSON COUNTY REGIONAL AIRPORT AUTHORITY (JCRAA) IS THE OPERATOR OF JEFFERSON COUNTY AIRPARK (AIRPORT) LOCATED IN THE COUNTY OF JEFFERSON, STATE OF OHIO.

WHEREAS, THIS LEASE IS TO PROVIDE FOR AND SET FORTH THE TERMS AND CONDITIONS OF SUCH OCCUPANCY AND USE OF SAID FACILITIES AT JEFFERSON COUNTY AIRPORT.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, AND FOR THE OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1.01. PARTIES: THE PARTIES TO THIS RENTAL AGREEMENT SHALL BE JCRAA, A REGIONAL AIRPORT AUTHORITY OF THE STATE OF OHIO AS SPONSORED AND AUTHORIZED BY JEFFERSON COUNTY OHIO BOARD OF COMMISSIONERS, AS LESSOR, HEREINAFTER REFERRED TO AS THE "AIRPORT AUTHORITY," AND THE PERSON(S) IDENTIFIED IN PARAGRAPH 1 OF THIS AGREEMENT, IN THEIR PERSONAL AND INDIVIDUAL CAPACITY AS LESSEE, HEREINAFTER REFERRED TO AS "LESSEE."

SECTION 1.02. LEASED PREMISES: THE AIRPORT AUTHORITY HEREBY LEASES TO LESSEE, AND LESSEE LEASES FROM THE AIRPORT AUTHORITY, SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, THE PROPERTY DESCRIBED IN PARAGRAPH 1 OF THIS AGREEMENT.

SECTION 1.03. RENTAL AMOUNT: THE MONTHLY RENT SHALL BE THE AMOUNT STATED AND DESCRIBED IN PARAGRAPH 1 OF THIS AGREEMENT. LESSEE FURTHER AGREES TO PAY ANY OTHER ADDITIONAL AIRPORT AUTHORITY, STATE OR FEDERAL TAXES PAYABLE OR WHICH MAY BECOME PAYABLE BY THE AIRPORT AUTHORITY.

AIRPORT AUTHORITY RESERVES THE RIGHT TO INCREASE THE RENTAL AMOUNT OF THE LEASED PREMISES BY PROVIDING LESSEE NINETY (90) DAYS ADVANCED WRITTEN NOTICE. RENTS OWING UNDER THE TERMS OF THIS LEASE SHALL BE PAID IN ADVANCE ON OR BEFORE THE 10TH DAY OF EACH AND EVERY MONTH TO THE ADDRESS PROVIDED IN PARAGRAPH 1 OR AT SUCH OTHER PLACE AS THE AIRPORT MANAGER MAY IN WRITING DESIGNATE; NOTWITHSTANDING THE AIRPORT AUTHORITY'S RIGHT TO EXERCISE THE PROVISIONS UNDER SECTION 7.05 DEFAULT, ANY SUCH DELINQUENT RENTAL PAYMENTS SHALL ACCRUE INTEREST ALSO PAYABLE TO THE AIRPORT AUTHORITY AT THE RATE OF 12% PER ANNUM, AND IN ADDITION SHALL PAY A LATE PENALTY FEE OF \$25.00 PER EACH MONTH PAYMENT IS MADE AFTER THE DUE DATE. THE AIRPORT AUTHORITY, AS A COURTESY, HAS A POLICY OF SENDING MONTHLY INVOICES TO LESSEES. HOWEVER, THE TENANT IS RESPONSIBLE FOR PAYING ALL RENTS, LATE FEES AND INTEREST REGARDLESS OF WHETHER THE AIRPORT AUTHORITY SENT TO TENANT OR TENANT RECEIVED ANY INVOICE OR BILLING FROM THE AIRPORT AUTHORITY.

SECTION 1.04. USE OF LEASED PREMISES: LESSEE COVENANTS AND AGREES THAT IT WILL UTILIZE THE LEASED PREMISES FOR THE STORAGE OF ONE LESSEE-OWNED AND AIRCRAFT (INCLUDING ROTOR TYPE), AND FOR NO OTHER PURPOSE.

SECTION 1.05. OWNERSHIP OF AIRCRAFT: LESSEE HEREBY COVENANTS THAT LESSEE SHALL BE THE OWNER OF THE AIRCRAFT STORED IN THE LEASED PREMISES. IN THE EVENT THAT AN AIRCRAFT IS OWNED BY MULTIPLE PARTIES, EACH OWNER SHALL SIGN AND EXECUTE THIS LEASE FOR HANGAR SPACE AT THE TIME OF ENTRY INTO THIS LEASE FOR HANGAR SPACE. AIRCRAFT OWNERSHIP SHALL BE ESTABLISHED BY THE PARTIES NAME(S) APPEARING ON THE FEDERAL AVIATION ADMINISTRATION FORM (AC FORM 8050-3) CERTIFICATE OF AIRCRAFT REGISTRATION, A COPY OF WHICH SHALL BE ATTACHED TO THIS LEASE FOR HANGAR SPACE. SHOULD THE OWNERSHIP OF THE AIRCRAFT CHANGE DURING THE TERM OF THIS LEASE, ANY AND ALL ADDITIONAL AND CURRENT OWNERS MUST SIGN AND EXECUTE A NEW LEASE FOR HANGAR SPACE WITHIN 30 DAYS OF THE TIME OF SALE, AND SHALL PROVIDE NEW PROOF OF AIRCRAFT OWNERSHIP AS

DESCRIBED ABOVE. LESSEE SHALL MAKE AVAILABLE TO LESSOR A COPY OF THE LESSEE-OWNED AIRCRAFT AC FORM 8050-3 WITHIN 30 DAYS OF LESSOR'S WRITTEN NOTICE AT ALL TIMES DURING THIS LEASE. A COPY OF THE AIRCRAFT BILL OF SALE, (FAA AC FORM 8050-2) ALONG WITH A COPY OF THE FAA AIRCRAFT REGISTRATION APPLICATION (AC FORM 8050-1 - PINK COPY) WILL BE ACCEPTED ON A TEMPORARY BASIS FOR A PERIOD OF NOT MORE THAN FOUR MONTHS FROM THE DATE OF SALE, PROVIDED THAT LESSEE SHALL PROVIDE TO THE AIRPORT MANAGER THE AC FORM 8050-3 AT OR BEFORE THE EXPIRATION OF FOUR MONTHS TIME. FAILURE TO COMPLY WITH ALL TERMS SET FORTH IN SECTION 1.04 SHALL RESULT IN IMMEDIATE DEFAULT AND TERMINATION.

SECTION 1.06. AIRWORTHINESS CERTIFICATE: TENANT'S AIRCRAFT SHALL HAVE A CURRENT AIRWORTHINESS CERTIFICATE OR MUST BE ISSUED AN AIRCRAFT AIRWORTHINESS CERTIFICATE WITHIN SIX MONTHS OF THE COMMENCEMENT DATE OF THIS RENTAL AGREEMENT. SHOULD TENANT AT THE END OF THE SIX MONTHS NOT HAVE A CURRENT AIRCRAFT AIRWORTHINESS CERTIFICATE, THIS RENTAL AGREEMENT SHALL TERMINATE ON THE COMMENCEMENT DATE OF THE SEVENTH COMPLETE MONTH UNLESS OTHERWISE WAIVED IN WRITING BY THE AIRPORT MANAGER OF JCRAA.

SECTION 1.07. POSSESSION OF THE PREMISES: LESSEE SHALL NOT BE ENTITLED TO TAKE POSSESSION OF THE PREMISES UNTIL THIS LEASE IS FULLY EXECUTED AND RETURNED TO THE AIRPORT MANAGER.

SECTION 2.01. TERM: THIS LEASE SHALL BE ON A MONTH TO MONTH BASIS, COMMENCING ON THE DATE FIRST PROVIDED IN PARAGRAPH 1 OF THE AGREEMENT, AND SHALL BE SUBJECT TO TERMINATION BY EITHER PARTY PROVIDING WRITTEN NOTICE TO THE OTHER OF 30 DAYS OR MORE PRIOR TO THE DATE ON WHICH TERMINATION TAKES PLACE AND IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ALL WRITTEN NOTICE SHALL BE MADE PURSUANT TO SECTION 7.13 HEREIN. LESSEE MAY EXTEND THE TERMS OF THIS LEASE ON A MONTH TO MONTH BASIS, THEREAFTER, BY PROVIDING AIRPORT AUTHORITY WRITTEN NOTICE OF INTENT TO DO SO, AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM HEREOF, PROVIDED LESSEE IS NOT IN DEFAULT HEREUNDER AT THE TIME OF GIVING SUCH NOTICE OR ON THE DATE OF EXPIRATION OF THE ORIGINAL TERM HEREOF. SUCH EXTENDED TERM SHALL BE UPON THE ORIGINAL TERMS OF THIS LEASE, SUBJECT TO SECTION 1.02, OTHER THAN THE PROVISIONS OF THIS SECTION 2.01 RELATING TO EXTENSION, UNLESS AND AS HEREAFTER AMENDED BY THE PARTIES IN WRITING.

SECTION 2.02. MONTH TO MONTH LEASE: SHOULD LESSEE AND AIRPORT AUTHORITY ELECT TO CONTINUE THE TERMS OF THIS LEASE ON A MONTH TO MONTH BASIS, COMMENCING AT

THE END OF THE ORIGINAL LEASE TERM, THE LEASE SHALL THEN BE SUBJECT TO TERMINATION BY EITHER PARTY, FOR ANY REASON, PROVIDING WRITTEN NOTICE TO THE OTHER OF 30 DAYS OR MORE PRECEDING THE END OF ANY MONTH IN WHICH TERMINATION IS TO TAKE PLACE, AND IN ACCORDANCE WITH THE TERMS OF THIS LEASE AGREEMENT. EITHER PARTY MAY TERMINATE THIS AGREEMENT FOR ANY REASON. ALL WRITTEN NOTICES AS SHALL BE MADE PURSUANT TO SECTION 7.13 HEREIN.

SECTION 3.01. DEPOSIT APPLIED TOWARDS LAST MONTH RENTAL SUM: AT THE TIME OF SIGNING OF THIS LEASE, LESSEE HEREBY DELIVERS TO AIRPORT AUTHORITY THE AMOUNT AS DESCRIBED IN PARAGRAPH 1, IF ANY, AS CONSIDERATION FOR THE RENTAL OF THE PREMISES DESCRIBED IN PARAGRAPH 1. SAID AMOUNT SHALL, UPON DEPOSIT, BECOME THE PROPERTY OF THE AIRPORT AUTHORITY AND LESSEE SHALL NOT RECEIVE ANY INCOME FROM, NOR RETAIN ANY INTEREST IN THE DEPOSIT AMOUNT, EXCEPT THAT SAID AMOUNT SHALL BE APPLIED TOWARD LESSEE'S LAST MONTH'S RENT, AT THE TERMINATION OF THE LEASE TERM, SHOULD LESSEE FULLY PERFORM AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE.

LESSEE HEREBY ACKNOWLEDGES THAT THE LAST MONTH'S RENT MAY EXCEED THE AMOUNT OF THE DEPOSIT DESCRIBED IN THIS SECTION. IN THE EVENT, LESSEE APPLIES THE DEPOSIT APPLIED TOWARDS LAST MONTH'S RENTAL SUM TO LESSEE'S LAST MONTH'S RENT, LESSEE AGREES TO PROVIDE AIRPORT AUTHORITY THE DIFFERENCE IN RENT, IF ANY, IN ORDER TO MAKE PAYMENT IN FULL FOR THE TOTAL AMOUNT DUE ON LESSEE'S LAST MONTHS RENT.

IN THE EVENT, LESSEE FAILS TO FULLY PERFORM AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE, AIRPORT AUTHORITY SHALL BE FULLY ENTITLED TO THE ENTIRE SUM OF SAID DEPOSIT, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE AT LAW.

SECTION 3.02 CLEANING DEPOSIT: AT THE TIME OF SIGNING OF THIS LEASE, LESSEE HEREBY DELIVERS TO AIRPORT AUTHORITY THE AMOUNT AS DESCRIBED IN PARAGRAPH 1, AS CLEANING DEPOSIT FOR THE PREMISES DESCRIBED IN SECTION 1.02. SHOULD ANY ITEMS OR DEBRIS BE LEFT IN THE T-HANGAR OR OIL OR SUBSTANCES BE LEFT ON THE FLOOR, SAID CLEANING DEPOSIT AMOUNT SHALL BECOME THE PROPERTY OF THE AIRPORT AUTHORITY AND LESSEE SHALL NOT RECEIVE ANY INCOME FROM, NOR RETAIN ANY INTEREST IN THE CLEANING DEPOSIT AMOUNT. SHOULD THE T-HANGAR BE VACATED AND NOT REQUIRE CLEANING OR REMOVAL OF DEBRIS OR PROPERTY, SAID AMOUNT SHALL BE APPLIED TO ANY EXISTING BACK PAYMENTS OWED TO THE AIRPORT AUTHORITY AT TERMINATION. IF NO BACK PAYMENTS ARE OWED THE FULL CLEANING DEPOSIT AMOUNT WILL BE RETURNED TO THE LESSEE. ANY COST PERTAINING TO CLEANING THE T-HANGAR, IN EXCESS OF THE CLEANING DEPOSIT, SHALL BE THE LIABILITY OF THE TENANT.

SECTION 4.01. ALTERATIONS AND IMPROVEMENTS: LESSEE SHALL MAKE NO ALTERATIONS, ADDITIONS, MODIFICATIONS, REPLACEMENTS OR IMPROVEMENTS TO EITHER THE INTERIOR OR EXTERIOR OF THE LEASED SPACE DURING THE TERM OF THIS LEASE, WITHOUT OBTAINING THE MANAGER'S PRIOR WRITTEN APPROVAL, INCLUDING, BUT NOT LIMITED TO: MODIFYING EXISTING WIRING, INSTALLING ADDITIONAL OUTLETS, FIXTURES, OR THE LIKE THEREIN; OR PAINTING, REMOVING, DEFACING, MODIFYING, BENDING, DRILLING, CUTTING OR OTHERWISE ALTERING OR MODIFYING ANY PART OF THE HANGAR; OR ATTACHING ANY HOISTING OR HOLDING MECHANISM (I.E. CHAINFALL, BLOCK, TACKLE OR ANY OTHER HOISTING DEVICE) TO ANY PART OF THE HANGAR OR PASSING ANY SUCH MECHANISM OVER THE STRUTS OR BRACES THEREIN.

SECTION 4.02. TITLE TO IMPROVEMENTS: TITLE TO ALL IMPROVEMENTS CONSTRUCTED, INSTALLED OR ATTACHED TO THE PREMISES SHALL REST IN THE AIRPORT AUTHORITY.

SECTION 4.03. MAINTENANCE OF PREMISES: LESSEE SHALL REASONABLY MAINTAIN AND KEEP IN A GOOD STATE OF REPAIR, FREE OF ANY DEBRIS OR WASTE MATERIALS, THE LEASED PREMISES AND THE FACILITY THEREIN. LESSEE SHALL AT ALL TIMES KEEP THE ADJACENT TAXIWAY OR PAVEMENT OF THE LEASED HANGAR DOOR FREE OF ANY AND ALL OBSTRUCTIONS OR INTERFERENCES TO ADJACENT HANGARS.

SECTION 4.04. LAWS, ORDINANCES, ETC.: LESSEE SHALL OBSERVE AND OBEY ALL THE LAWS, ORDINANCES, REGULATIONS AND RULES OF THE FEDERAL, STATE, COUNTY AND MUNICIPAL GOVERNMENTS WHICH MAY BE APPLICABLE TO ITS OPERATION AT JEFFERSON COUNTY AIRPORT.

SECTION 4.05. RULES AND REGULATIONS: DURING THE TERMS OF THIS LEASE, THE AIRPORT AUTHORITY SHALL HAVE THE RIGHT, AND SHALL ADOPT AND ENFORCE REASONABLE RULES AND REGULATIONS, WHICH MAY BE AMENDED FROM TIME TO TIME, WITH RESPECT TO THE USE OF JEFFERSON COUNTY AIRPORT AND RELATED FACILITIES, WHICH LESSEE AGREES TO OBSERVE AND OBEY, INCLUDING BUT NOT LIMITED TO: NO ONE SHALL SPRAY PAINT OR WELD IN THE LEASED PREMISES. NO ONE SHALL STORE OR USE FLAMMABLE AND/OR VOLATILE LIQUIDS/MATERIALS SUCH AS PAINT DOPE OR AIRCRAFT AND PARTS/CLEANING FLUIDS IN OR ABOUT THE HANGAR, EXCEPT THAT TWO CASES OF AIRCRAFT ENGINE OIL MAY BE STORED IN THE HANGAR. PREVENTIVE MAINTENANCE, AS OUTLINED IN FAR PART 43 APPENDIX A (C), INCORPORATED HEREIN, MAY BE ACCOMPLISHED SOLELY BY THE AIRCRAFT OWNER OR A PROPERLY LICENSED/CERTIFIED AIRCRAFT MECHANIC ON THEIR AIRCRAFT AT THE LEASED PREMISES. ALL OTHER TYPES OF REPAIRING, OVERHAULING OR MAINTENANCE OUTLINED IN FAR PART 43 IS PROHIBITED. ANY AND ALL REQUESTS FOR T-HANGAR REPAIR, SHALL BE MADE TO THE AIRPORT MANAGER BY THE LESSEE IN WRITING. INSPECTIONS WHICH ARE CONDUCTED AT JEFFERSON COUNTY AIRPORT MAY ONLY BE CONDUCTED AT THE AIRPORT FBO. NO HEATERS SHALL BE

PLACED UNATTENDED AND IN OPERATION WITHIN THE LEASED PREMISES WITH THE EXCEPTION OF INTEGRAL BLOCK TYPE HEATERS FOR AIRCRAFT. TENANT SHALL NOT HANG, ATTACH OR MOUNT ANYTHING TO ANY PORTION OF THE STRUCTURE AND SHALL NOT DRILL HOLES IN ANY PORTION OF THE STRUCTURE. TENANT SHALL NOT DRILL HOLES IN OR MODIFY THE FLOOR. AIRCRAFT ENGINES SHALL NOT BE OPERATED INSIDE T-HANGARS. T-HANGAR DOORS SHALL REMAIN CLOSED AT ALL TIMES WHEN NOT IN USE. LESSEE SHALL PROVIDE ONE FIRE EXTINGUISHER TYPE 2A10BC. THE LESSEE SHALL KEEP SERVICE AND INSPECTION OF THE FIRE EXTINGUISHER CURRENT, PER FIRE DEPARTMENT REQUIREMENTS. LESSEE SHALL PROVIDE AND UTILIZE A DRIP PAN UNDER THE AIRCRAFT.

JEFFERSON COUNTY AIRPARK RULES AND REGULATIONS ADOPTED DECEMBER 5, 1995, AND ANY UPDATES THERETO ARE INCLUDED HERE BY REFERENCE. LESSEE MAY OBTAIN ADDITIONAL UPDATED COPIES OF THIS DOCUMENT BY REQUEST TO THE AIRPORT MANAGER.

SECTION 4.06. INSPECTION: LESSEE SHALL ALLOW THE AIRPORT AUTHORITY'S AUTHORIZED REPRESENTATIVES ACCESS TO THE PREMISES LEASED EXCLUSIVELY TO LESSEE, AT ALL REASONABLE HOURS, FOR THE PURPOSE OF EXAMINING AND INSPECTING SAID PREMISES FOR THE PURPOSES NECESSARY, INCIDENTAL TO OR CONNECTED WITH THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, OR IN THE EXERCISE OF ITS GOVERNMENTAL FUNCTIONS.

SECTION 4.07. WARRANTIES/GUARANTEES: THE AIRPORT AUTHORITY MAKES NO WARRANTY OR GUARANTEE OF ANY NATURE WHATSOEVER CONCERNING THE CONDITION OF THE LEASED PREMISES, INCLUDING THE PHYSICAL CONDITION THEREOF, OR ANY CONDITION WHICH MAY AFFECT THE LEASED PREMISES, AND IT IS AGREED THAT THE AIRPORT AUTHORITY WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR COSTS WHICH MAY BE INCURRED BY LESSEE BY REASON OF ANY SUCH CONDITION OR CONDITIONS.

SECTION 4.08. INSURANCE: LESSEE AGREES TO MAINTAIN, AT ITS OWN EXPENSE, FOR THE BENEFIT OF ITSELF AND LESSOR, AS ADDITIONAL INSURED, INSURING AGAINST LIABILITY FOR DAMAGE OR LOSS TO THE AIRCRAFT OR OTHER PROPERTY, AND AGAINST LIABILITY FOR PERSONAL INJURY OR DEATH, ARISING FROM ACTS OR OMISSIONS OF LESSEE, ITS AGENTS AND EMPLOYEES. SUCH POLICY OR POLICIES SHALL CONTAIN A PROVISION WHEREBY THE AIRPORT AUTHORITY MUST RECEIVE AT LEAST TEN (10) DAYS' PRIOR WRITTEN NOTICE OF ANY CANCELLATION OF LESSEE'S INSURANCE COVERAGE. PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT, LESSEE SHALL DELIVER TO LESSOR CERTIFICATES OR BINDERS EVIDENCING THE EXISTENCE OF THE INSURANCE REQUIRED HEREIN. FAILURE TO PROVIDE PROOF OF THE INSURANCE AT ANY TIME, TO THE SATISFACTION OF LESSOR SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

EVERY AIRCRAFT OWNED OR OPERATED BY ANY LESSEE AND STORED IN THE HANGAR SHALL HAVE INSURANCE COVERAGE IN AMOUNTS NOT LESS THAN THE FOLLOWING: (A) BODILY INJURY – \$ 1,000,000 AND (B) PROPERTY DAMAGE – \$300,000 PER ACCIDENT.

IN THE EVENT THE HANGAR OR THE MEANS OF ACCESS THERETO, SHALL BE DAMAGED BY FIRE OR ANY OTHER CAUSE, THE CONSIDERATION PAYABLE HEREUNDER SHALL NOT ABATE PROVIDED THAT THE HANGAR IS NOT RENDERED UNUSABLE BY SUCH DAMAGE. IF THE HANGAR IS RENDERED UNUSABLE AND LESSOR ELECTS TO REPAIR, THE RENT SHALL ABATE FOR THE PERIOD DURING WHICH SUCH REPAIRS ARE BEING MADE, PROVIDED THE DAMAGE WAS NOT CAUSED BY THE ACTS OR OMISSIONS OF LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES. IF SUCH DAMAGE WAS CAUSED BUY THE LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES THE RENT SHALL NOT ABATE. IF THE HANGAR IS RENDERED UNUSABLE AND LESSOR ELECTS NOT TO REPAIR THE HANGAR, THIS AGREEMENT SHALL TERMINATE.

ALL PERSONAL PROPERTY, OTHER THAN AIRCRAFT, THAT IS STORED BY LESSEE AT LESSEE'S SOLE RISK. INSURANCE IS LESSEE'S SOLE RESPONSIBILITY. LESSEE UNDERSTANDS THAT LESSOR DOES NOT INSURE LESSEE'S PERSONAL PROPERTY. LESSEE, AT LESSEE'S SOLE EXPENSE, SHALL MAINTAIN A POLICY OR POLICIES OF INSURANCE COVERING COLLISION, PERSONAL INJURY, FIRE, BURGLARY, VANDALISM AND MALICIOUS MISCHIEF. THE POLICY OR POLICIES SHALL COVER THE ACTUAL CASH VALUE OF STORED PROPERTY. INSURANCE ON LESSEE'S STORED PROPERTY IS A MATERIAL CONDITION OF THIS AGREEMENT, AND IS FOR THE BENEFIT OF BOTH OCCUPANT AND OWNER. FAILURE TO CARRY THE REQUIRED INSURANCE IS AN ELECTION TO SELF INSURE FOR THE FULL VALUE OF ALL PROPERTY STORED, AND LESSEE ASSUMES ALL RISK OF LOSS OF STORED PROPERTY AS SET FORTH ABOVE. LESSOR AND LESSOR'S AGENTS, AFFILIATES, AUTHORIZED REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY "OWNER'S AGENTS") WILL NOT BE RESPONSIBLE FOR, AND LESSEE HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM ANY RESPONSIBILITY FOR, ANY LOSS, LIABILITY, CLAIM, EXPENSE, DAMAGE TO PERSONAL PROPERTY, OR INJURY TO PERSONS ("LOSS"), INCLUDING, WITHOUT LIMITATION, ANY LOSS ARISING FROM THE ACTIVE OR PASSIVE ACTS, OMISSION, OR NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS (THE "RELEASED CLAIMS"). LESSEE WAIVES ANY RIGHTS OF RECOVERY AGAINST LESSOR OR LESSOR'S AGENTS FOR THE RELEASED CLAIMS, AND LESSEE EXPRESSLY AGREES THAT THE CARRIER OF ANY INSURANCE OBTAINED BY LESSEE SHALL NOT BE SUBROGATED TO ANY CLAIM OF LESSEE AGAINST LESSOR OR LESSOR'S AGENTS.

SECTION 5.01. CONDITION OF PREMISES: LESSEE SHALL MAINTAIN AND UTILIZE ALL PREMISES COVERED BY THIS AGREEMENT IN A FIRST CLASS MANNER AND SHALL KEEP SUCH

PREMISES IN A SAFE, CLEAN, ORDERLY AND INVITING CONDITION AT ALL TIMES, IN ACCORDANCE WITH THE HIGHEST STANDARDS.

SECTION 6.01. INDEMNITY: LESSEE AGREES FULLY TO INDEMNIFY, AND SAVE AND HOLD HARMLESS SAID AIRPORT AUTHORITY FROM AND AGAINST ALL CLAIMS AND ACTIONS AND ALL EXPENSES INCIDENTAL TO THE INVESTIGATION AND DEFENSE THEREOF, BASED UPON OR ARISING OUT OF DAMAGE OR INJURIES TO THIRD PERSONS OR THEIR PROPERTY, OR TO THE LEASED PREMISES, CAUSED BY THE FAULT OR NEGLIGENCE OR ALLEGED FAULT OR NEGLIGENCE OF LESSEE, ITS AGENTS OR EMPLOYEES, IN THE USE OR OCCUPANCY BY LESSEE OF THE PREMISES COVERED BY THIS AGREEMENT; PROVIDED, HOWEVER, THAT LESSEE SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE OR LOSS OCCASIONED BY THE SOLE NEGLIGENCE OF THE AIRPORT AUTHORITY, ITS AGENTS OR EMPLOYEES.

SECTION 7.01. ASSIGNMENT, TRANSFER AND SUBLETTING: LESSEE SHALL NOT AT ANY TIME ASSIGN, SUBLEASE OR TRANSFER ANY RIGHTS TO THIS AGREEMENT OR ANY OF THE RIGHTS, PRIVILEGES, USES OR INTERESTS ARISING HEREUNDER. SHOULD LESSEE SELL THE LESSEE-OWNED AIRCRAFT HOUSED IN THE LEASED HANGAR OUTRIGHT, THIS LEASE SHALL AUTOMATICALLY TERMINATE AS PROVIDED FOR IN SECTION 1.04, UNLESS LESSEE IS PURCHASING A NEW AIRCRAFT AND RECEIVES PRIOR WRITTEN AUTHORIZATION FROM THE AIRPORT MANAGER.

SECTION 7.02. RE-DELIVERY: UPON TERMINATION OF THIS LEASE, AS PROVIDED IN THIS LEASE FOR HANGAR SPACE, LESSEE SHALL HAVE NO FURTHER RIGHT OR INTEREST IN THE LEASED PREMISES AND THE AIRPORT AUTHORITY SHALL BE ENTITLED TO HAVE THE LEASED PREMISES AND IMPROVEMENTS RETURNED TO IT IMMEDIATELY.

SECTION 7.03. NON-WAIVER: ANY WAIVER OF ANY BREACH OF COVENANTS HEREIN CONTAINED TO BE KEPT AND PERFORMED BY EITHER PARTY HERETO, SHALL NOT BE DEEMED OR CONSIDERED AS A CONTINUING WAIVER AND SHALL NOT OPERATE TO BAR OR PREVENT THE OTHER PARTY HERETO FROM DECLARING A FORFEITURE, TERMINATION OR CANCELLATION FOR ANY SUCCEEDING BREACH EITHER OF THE SAME CONDITION OR COVENANT OR OTHERWISE. ACCEPTANCE OR PAYMENT OF RENTAL SHALL NOT BE DEEMED A WAIVER.

SECTION 7.04. ATTORNEY FEES: IN THE EVENT ANY ACTION, SUIT OR PROCEEDING IS BROUGHT TO COLLECT THE RENT DUE, OR TO BECOME DUE HEREUNDER, OR ANY PORTION THEREOF OR TO TAKE POSSESSION OF SAID PREMISES OR TO ENFORCE COMPLIANCE WITH THIS AGREEMENT OR FOR FAILURE TO OBSERVE ANY OF THE COVENANTS OF THIS AGREEMENT, LESSEE AGREES TO PAY THE AIRPORT AUTHORITY SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY FEES TO BE ALLOWED IN SAID SUIT, ACTION OR PROCEEDING, AND IN THE EVENT OF AN APPEAL AS ALLOWED BY THE APPELLATE COURT.

SECTION 7.05. REMOVAL OF LESSEE'S PROPERTY UPON DEFAULT. IF LESSEE SHALL BE IN ARREARS IN THE PAYMENT OF THE RENT FOR A PERIOD OF THIRTY (30) DAYS AFTER THE SAME BECOMES DUE, OR IF LESSEE SHALL FAIL OR NEGLECT TO DO, KEEP, PERFORM OR OBSERVE ANY OF THE COVENANTS AND AGREEMENTS CONTAINED HEREIN AND SUCH DEFAULT SHALL CONTINUE FOR TEN (10) DAYS OR MORE AFTER AIRPORT AUTHORITY DEPOSITS IN THE UNITED STATES MAIL WRITTEN NOTICE OF SUCH FAILURE OR NEGLECT ADDRESSED TO LESSEE WITH ADDRESS THAT LESSEE SUPPLIED TO AIRPORT AUTHORITY, OR IF LESSEE SHALL BE DECLARED BANKRUPT OR INSOLVENT ACCORDING TO LAW, OR IF ANY ASSIGNMENT OF LESSEE'S PROPERTY SHALL BE MADE FOR THE BENEFIT OF CREDITORS, OR IF ON THE EXPIRATION OF THIS LEASE LESSEE FAILS TO SURRENDER POSSESSION OF THE LEASED PREMISES, THEN AND IN ANY OF SAID CASES OR EVENTS, THE AIRPORT AUTHORITY MAY, IMMEDIATELY OR AT ANY TIME THEREAFTER, WITHOUT COMMENCING AND MAINTAINING AN UNLAWFUL DETAINER ACTION, MAY ENTER INTO AND UPON THE LEASED PREMISES AND REPOSSESS THE SAME AND EXPEL LESSEE AND THOSE CLAIMING BY, THROUGH AND UNDER LESSEE AND REMOVE LESSEE'S PROPERTY AT LESSEE'S EXPENSE, FORCIBLY IF NECESSARY AND STORE THE SAME, ALL WITHOUT BEING DEEMED GUILTY OF TRESPASS AND WITHOUT PREJUDICE TO ANY REMEDY WHICH OTHERWISE MIGHT BE USED FOR FAILURE TO PAY RENT OR OTHER BREACH OF THIS LEASE. THE AIRPORT AUTHORITY WILL STORE PROPERTY IT REMOVES FROM THE PREMISES FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH THE AIRPORT AUTHORITY MAY SELL THE PROPERTY BY ANY MEANS IT MAY CHOOSE AND APPLY THE PROCEEDS OF THE SAME TO COSTS OF SALE, REPAIR OR CLEANING OF PREMISES AND TO RENTS OWED BY LESSEE, AND SHALL REMIT TO LESSEE ANY REMAINING PROCEEDS OF SUCH SALE.

SECTION 7.06. QUIET ENJOYMENT: THE AIRPORT AUTHORITY AGREES THAT ON PAYMENT OF THE RENT AND PERFORMANCE OF THE COVENANTS AND AGREEMENTS ON THE PART OF THE LESSEE TO BE PERFORMED HEREUNDER. LESSEE SHALL PEACEABLY HAVE AND ENJOY THE LEASED PREMISES AND ALL RIGHTS AND PRIVILEGES, ITS APPURTENANCES AND FACILITIES GRANTED HEREIN.

SECTION 7.07. STATUTORY PROVISIONS: THIS LEASE IS SUBJECT TO THE APPLICABLE STATUTORY PROVISIONS INCLUDED UNDER THE OHIO REVISED CODE, WHICH BY THIS REFERENCE ARE INCORPORATED HEREIN AS FULLY AS THOUGH SET FORTH VERBATIM.

SECTION 7.08. ASSURANCE SUBORDINATION: THIS LEASE SHALL BE SUBORDINATE TO THE PROVISIONS OF ANY AGREEMENT BETWEEN THE AIRPORT AUTHORITY AND THE UNITED STATES RELATIVE TO THE OPERATION OR MAINTENANCE OF JEFFERSON COUNTY AIRPORT, THE EXECUTION OF WHICH HAS BEEN REQUIRED AS A CONDITION PRECEDENT TO THE EXPENDITURE OF FEDERAL FUNDS FOR THE DEVELOPMENT OF JEFFERSON COUNTY AIRPORT.

SECTION 7.09. NON-DISCRIMINATION: LESSEE FOR THEMSELVES, THEIR PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST, AND ASSIGNS, AS A PART OF THE CONSIDERATION HEREOF, DOES HEREBY COVENANT AND AGREE THAT (1) NO PERSON ON THE GROUNDS OF RACE, COLOR, OR NATIONAL ORIGIN SHALL BE EXCLUDED FROM PARTICIPATION IN, DENIED THE BENEFITS OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION IN THE USE OF SAID FACILITIES, (2) THAT IN THE CONSTRUCTION OF ANY IMPROVEMENTS ON, OVER OR UNDER SUCH LAND AND THE FURNISHING OF SERVICES THEREON, NO PERSON ON THE GROUNDS OF RACE, COLOR, OR NATIONAL ORIGIN SHALL BE EXCLUDED FROM PARTICIPATION IN, DENIED THE BENEFITS OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION, (3) THAT THE TENANT SHALL USE THE PREMISES IN COMPLIANCE WITH ALL OTHER REQUIREMENTS IMPOSED BY OR PURSUANT TO TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION, SUBTITLE A, OFFICE OF THE SECRETARY, PART 21, NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION-EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND AS SAID REGULATIONS MAY BE AMENDED.

THAT IN THE EVENT OF BREACH OF ANY OF THE ABOVE NONDISCRIMINATION COVENANTS, AIRPORT OWNER SHALL HAVE THE RIGHT TO TERMINATE THE LEASE AND TO RE-ENTER AND AS IF SAID LEASE HAD NEVER BEEN MADE OR ISSUED. THE PROVISION SHALL NOT BE EFFECTIVE UNTIL THE PROCEDURES OF TITLE 49, CODE OF FEDERAL REGULATIONS, PART 21 ARE FOLLOWED AND COMPLETED, INCLUDING EXERCISE OR EXPIRATION OF APPEAL RIGHTS.

SECTION 7.10. INTERPRETATION OF LEASE: NOTHING IN THIS LEASE SHALL BE CONSTRUED OR INTERPRETED IN ANY MANNER WHOSOEVER AS LIMITING, RELINQUISHING, OR WAIVING ANY RIGHTS OR OWNERSHIP ENJOYED BY THE AIRPORT AUTHORITY IN JEFFERSON COUNTY AIRPORT, OR IN ANY MANNER WAIVING OR LIMITING ITS CONTROL OVER THE OPERATION, MAINTENANCE, ETC., OF AIRPORT PROPERTY EXCEPT AS IS SPECIFICALLY PROVIDED FOR HEREIN OR IN DEROGATION OF SUCH GOVERNMENTAL RIGHTS AS THE AIRPORT AUTHORITY POSES.

SECTION 7.11. INVALID PROVISIONS: IN THE EVENT ANY COVENANT, CONDITION, OR PROVISIONS HEREIN CONTAINED IS HELD TO BE INVALID BY ANY COURT OF COMPETENT JURISDICTION, THE INVALIDITY OF ANY SUCH COVENANT, CONDITION OR PROVISION SHALL IN NO WAY AFFECT ANY OTHER COVENANT, CONDITION OR PROVISION HEREIN CONTAINED; PROVIDED THAT THE INVALIDITY OF SUCH COVENANT, CONDITION OR PROVISION DOES NOT MATERIALLY PREJUDICE EITHER THE AIRPORT AUTHORITY OR LESSEE IN ITS RESPECTIVE RIGHTS AND OBLIGATIONS CONTAINED IN THE VALID COVENANTS, CONDITIONS OR PROVISIONS OF THIS LEASE.

SECTION 7.12. SUCCESSORS AND ASSIGNS BOUND BY COVENANTS: ALL OF THE TERMS, COVENANTS AND AGREEMENTS HEREIN CONTAINED SHALL BE BINDING UPON AND SHALL INURE TO

THE BENEFIT OF THE LEGAL REPRESENTATIVE, SUCCESSORS, AND ASSIGNS OF THE RESPECTIVE PARTIES HERETO.

SECTION 7.13. NOTICES: NOTICES TO THE AIRPORT AUTHORITY, PROVIDED FOR HEREIN, SHALL BE SUFFICIENT IF SENT BY CERTIFIED MAIL, POSTAGE PREPAID, ADDRESSED TO: JEFFERSON COUNTY AIRPORT MANAGER AND THE JEFFERSON COUNTY REGIONAL AIRPORT AUTHORITY AT THE ADDRESS INCLUDED IN PARAGRAPH 1 OF THIS AGREEMENT. NOTICES TO LESSEE SHALL BE SUFFICIENT IF SENT BY CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADDRESS PROVIDED IN PARAGRAPH 1, OR TO SUCH OTHER RESPECTIVE ADDRESS THE PARTIES MAY DESIGNATE TO EACH OTHER IN WRITING FROM TIME TO TIME.

SECTION 7.14. REMEDIES CUMULATIVE: THE SPECIFIED REMEDIES TO WHICH AIRPORT AUTHORITY MAY RESORT UNDER THE TERMS OF THIS LEASE ARE CUMULATIVE AND ARE NOT INTENDED TO BE EXCLUSIVE OF ANY OTHER REMEDIES OR MEANS OF REDRESS TO WHICH AIRPORT AUTHORITY MAY LAWFULLY BE ENTITLED IN CASE OF ANY BREACH OR THREATENED BREACH BY LESSEE OF ANY PROVISION OF THIS LEASE. IN ADDITION TO THE OTHER REMEDIES IN THIS LEASE PROVIDED, AIRPORT AUTHORITY SHALL BE ENTITLED TO THE RESTRAINT BY INJUNCTION OF THE VIOLATION, OR ATTEMPTED OR THREATENED VIOLATION, OF ANY OF THE COVENANTS, CONDITIONS, OR PROVISIONS OF THIS LEASE.

SECTION 7.15. IDENTIFICATION OF TENANT: IF MORE THAN ONE PERSON OR ENTITY EXECUTES THIS LEASE AS LESSEE: (I) EACH OF THEM IS JOINTLY AND SEVERALLY LIABLE FOR PERFORMING ALL OF THE TERMS OF THIS RENTAL AGREEMENT TO BE PERFORMED BY LESSEE, AND (II) THE TERM "LESSEE" AS USED IN THIS RENTAL AGREEMENT MEANS AND INCLUDES EACH OF THEM JOINTLY AND SEVERALLY. THE ACT OF OR NOTICE FROM, OR NOTICE OR REFUND TO, OR THE SIGNATURE OF ANY ONE OR MORE OF THEM, WITH RESPECT TO THE TENANCY OF THIS RENTAL AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY RENEWAL, EXTENSION, EXPIRATION, TERMINATION OR MODIFICATION OF THIS RENTAL AGREEMENT, IS BINDING UPON EACH AND ALL OF THE PERSONS EXECUTING THIS RENTAL AGREEMENT AS LESSEE WITH THE SAME FORCE AND EFFECT AS IF EACH AND ALL OF THEM HAD SO ACTED OR SO GIVEN OR RECEIVED SUCH NOTICE OR REFUND OR SO SIGNED.

SECTION 7.16. EXECUTION REQUIRED: THIS RENTAL AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTION BY AND DELIVERY TO BOTH AIRPORT AUTHORITY AND LESSEE.

SECTION 7.17. AIRPORT PROTECTION: IT SHALL BE A CONDITION OF THIS LEASE, THAT THE LESSOR RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, FOR THE USE AND BENEFIT OF THE PUBLIC, A RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THE SURFACE OF THE REAL PROPERTY HEREINAFTER DESCRIBED, TOGETHER WITH THE RIGHT TO

CAUSE IN SAID AIRSPACE SUCH NOISE AS MAY BE INHERENT IN THE OPERATION OF AIRCRAFT, NOW KNOWN OR HEREAFTER USED, FOR NAVIGATION OF OR FLIGHT IN THE SAID AIRSPACE, AND FOR USE OF SAID AIRSPACE FOR LANDING ON, TAKING OFF FROM OR OPERATING ON THE AIRPORT.

THAT THE TENANT EXPRESSLY AGREES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, TO RESTRICT THE HEIGHT OF STRUCTURES, OBJECTS OF NATURAL GROWTH AND OTHER OBSTRUCTIONS ON THE HERINAFTER DESCRIBED REAL PROPERTY TO SUCH A HEIGHT SO AS TO COMPLY WITH FEDERAL AVIATION REGULATIONS, PART 77.

THAT THE LESSEE EXPRESSLY AGREES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, TO PREVENT ANY USE OF THE HERINAFTER DESCRIBED REAL PROPERTY WHICH WOULD INTERFERE WITH OR ADVERSELY AFFECT THE OPERATION OR MAINTENANCE OF THE AIRPORT, OR OTHERWISE CONSTITUTE AN AIRPORT HAZARD.

SECTION 8.01. IN THE EVENT JEFFERSON COUNTY AIRPORT PERMANENTLY CEASES TO BE OPERATED AS AN AIRPORT DURING THE TERM OF THIS LEASE, LESSOR AND LESSEE'S MUTUAL OBLIGATIONS HEREUNDER WILL CEASE. NOTHING HEREIN SHALL BE CONSTRUED TO INTERFERE WITH THE AIRPORT AUTHORITY'S RIGHT TO CEASE SUCH OPERATION FOR A VALID GOVERNMENTAL PURPOSE. LESSEE AGREES TO WAIVE ANY AND ALL CLAIMS FOR DAMAGES SHOULD JEFFERSON COUNTY AIRPORT CEASE OPERATION.

SECTION 8.02. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES AND CANNOT BE MODIFIED OR CHANGED UNLESS DONE SO IN WRITING AND SIGNED BY THE PARTIES TO THIS AGREEMENT.

SECTION 8.03. TIME IS OF THE ESSENCE.

SECTION 8.04. THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO OHIO LAW.

SECTION 8.05. **LESSEE EXPRESSLY AGREES THAT THIS IS NOT A CONTRACT FOR BAILMENT AND THAT LESSEE BARES ANY AND ALL RISK OF DAMAGE AND LOSS OF PROPERTY.** IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION FINDS THAT THIS IS A CONTRACT FOR BAILMENT, LESSEE AGREES THAT ANY AND ALL PERSONALLY PROPERTY WAS **NOT** DELIVERED TO LESSOR DUE TO LESSEE'S EXCLUSIVE CUSTODY AND CONTROL OF ANY PROPERTY. IN ANY EVENT, AND IN CONSIDERATION OF THE PROVISION OF THE AGREEMENT, LESSEE WAIVES AND FORFEITS ANY AND ALL CLAIMS AGAINST LESSOR UNDER COMMON LAW AND STATUTORY PRINCIPLES OF BAILMENT.

SECTION 8.06. ALTERNATIVE DISPUTE RESOLUTION. IF A DISPUTE DEVELOPS BETWEEN THE PARTIES TO THIS CONTRACT, THE PARTIES WILL SUBMIT TO ARBITRATION TO ADDRESS ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO THIS CONTRACT OR RELATING TO ANY

CHANGE ORDERS OR OTHER CHANGES OR ADDENDUMS TO THIS CONTRACT. THE ARBITRATION SHALL BE CONDUCTED BY THREE ARBITRATORS. BOTH PRIMARY PARTIES SHALL EACH SELECT ONE ARBITRATOR. THE TWO SELECTED ARBITRATORS SHALL MUTUALLY SELECT THE THIRD ARBITRATOR, WHO SHALL SERVE AS THE ARBITRATOR CHAIR. EACH ARBITRATOR SHALL SERVE AS A NEUTRAL ARBITRATOR AND SHALL NOT REPRESENT OR FAVOR ANY OF THE PARTIES TO THE ARBITRATION. IN THE EVENT THAT THE PARTIES CAN NOT OR DO NOT SELECT AN ARBITRATOR OR THE TWO SELECTED ARBITRATORS CAN NOT OR DO NOT SELECT THE CHIEF ARBITRATOR WITHIN A REASONABLE TIME, A JUDGE OF THE JEFFERSON COUNTY COURT OF COMMON PLEAS SHALL SELECT AND APPOINT THAT ARBITRATOR. THE ARBITRATION AWARD SHALL BE BINDING UPON THE PARTIES AND SHALL BE ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION. BOTH PARTIES SHALL SHARE THE COST OF THE DISPUTE RESOLUTION PROCESS EQUALLY UP TO AND INCLUDING THE ARBITRATION HEARING ALTHOUGH PERSONAL ATTORNEYS AND WITNESSES OR SPECIALISTS ARE THE DIRECT RESPONSIBILITY OF EACH PARTY AND THEIR FEES AND EXPENSES SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL PARTIES. AS PART OF THE ARBITRATION AWARD, THE ARBITRATOR(S) SHALL ALLOCATE THE FEES AND COSTS OF THE ARBITRATION ALONG WITH REASONABLE ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES TO THE PREVAILING PARTY IN ANY MANNER THAT THE ARBITRATOR(S) CONSIDERS TO BE REASONABLE. THIS PROVISION SHALL NOT APPLY TO COLLECTIONS OF RENTS OR OTHER REGULAR AMOUNTS UNDER THIS AGREEMENT.

I AGREE TO ENTER INTO THIS RENTAL AGREEMENT IN MY PERSONAL AND INDIVIDUAL CAPACITY. I FURTHER AGREE I HAVE READ AND UNDERSTAND THE FOREGOING (AND DOCUMENTS INCLUDED BY REFERENCE) AND AGREE TO BE BOUND THEREBY. I WILL NOTIFY THE AIRPORT MANAGER OF ANY ADDRESS OR AIRCRAFT OWNERSHIP CHANGES.

LESSEE SIGNATURE AND PRINTED NAME	DATE
LESSEE SIGNATURE AND PRINTED NAME	DATE
JEFFERSON COUNTY AIRPORT MANAGER SIGNATURE AND PRINTED NAME	DATE

Lease Review and Certification

Instructions: Fill in the requested information and place a check in the boxes for which the requirements have been satisfied.

Basic Information:

Term: _____ Years With _____ Option(s) Of _____ Years(s)

- The lease is consistent with the Airport Layout Plan approved by the Federal Aviation Administration on the following date: _____.
- The lease is environmentally compatible with airport operations.

Appraisal Requirements:

- Appraisal dated _____ reflects current Fair Market Value.
- Fair Market Rental value reflects _____% of Fair Market Value.
- Rental \$ _____ per _____ (month or year)
- Other (% of sales, etc.) .

Mandatory Clauses:

- Escalation
- Non-Discrimination
- Airport Protection
- Right Of Flight/Noise
- Far Part 77 Height Restrictions
- Creation Of No Hazards
- Property Rights Reserved
- Exclusive Rights (aviation leases only)

I, _____, have reviewed the enclosed lease and certify that the lease meets the requirements set forth by the Federal Aviation Administration. I further understand that failure to support fair market rental value or to comply with the required clauses could jeopardize federal funding.

Signature

Printed Name

Title
