

CHATHAM AIRPORT COMMISSION

T-HANGAR LEASE AGREEMENT

This Lease Agreement (“Lease”) is made as of the 1st day of January 2020, by and between the **TOWN OF CHATHAM AIRPORT COMMISSION**, Barnstable County, Commonwealth of Massachusetts (hereinafter called “Lessor”) and _____, with a principal address of _____, (hereinafter called “Lessee”).

ARTICLE I
LEASED PREMISES

1. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor upon and subject to the terms and conditions of this Lease, an aircraft T-Hangar at Lessor's facility known as the Chatham Municipal Airport, Chatham, Barnstable County Commonwealth of Massachusetts, more specifically identified as Building **H2**, Hangar # _____ (the “Hangar”), solely for purposes of the storage of the Lessee's aircraft. Said premises shall hereinafter be referred to as the “Leased Premises”.

ARTICLE II
TERM

2. The Term of the lease shall be five (5) years, commencing on January 1, 2020 and ending on December 31, 2025, both dates inclusive, unless sooner terminated as herein provided. The Lessor shall have the right and option to renew said Lease at the expiration hereof for an additional five (5) year term, subject to such terms and conditions as the Parties may agree and in compliance with said Lease. Said option shall be exercised by the Lessor by written request to the Lessee, not less than sixty (60) days prior to the expiration of the Lease term hereunder.

ARTICLE III
LEASE PAYMENT

3. The Lessee covenants and agrees to pay to the Lessor the annual sum of _____ (\$_____.00) dollars in consideration of use of the Leased Premises, payable in quarterly installments of (\$_____.00) with the first installment due upon execution of this Lease, and future installments payable on or before each respective January 1, April 1, July 1 and October 1 of each year during the term, or any extension, hereof. Late Lease payments shall accrue at the rate of \$25 per demand notice.
4. All costs, expenses and obligations established by the T-Hangar Rules and Regulations relating to the care, maintenance, security, custody and control of the Leased Premises for purposes of this Lease shall be the sole responsibility of, and paid exclusively by, the Lessee.

ARTICLE IV
USE AND MAINTENANCE OF PREMISES

5. Lessee shall have the right hereunder to occupy and use the Leased Premises exclusively for storage of the Aircraft, unless prior written permission for another use is obtained from the Lessor. Such permission shall not be unreasonably withheld. Non-permitted uses include, but are not limited to, the storage of any flammable material, excluding any flammable material stored in the normal systems of an aircraft for the purpose of engine combustion or lubrication. In addition, all commercial operations are prohibited, including aircraft maintenance by persons other than the Lessee. Any use and occupancy of the Leased Premises shall comport with all federal, state and local, statutes, laws, regulations or orders applicable to said property, including the Chatham Airport Commission's "T-Hangar Rules and Regulations" (a copy of which is appended hereto and incorporated herein by reference), as such may be amended from time to time.
6. Lessee agrees and covenants that it will maintain the Leased Premises in a clean, safe, and neat manner during the term of this Lease and that it will not make any capital improvements or repairs to the Leased Premises without first obtaining, in each instance, the written consent of the Lessor.
7. It is further agreed that the Lessor's sole obligation under this Lease is to provide T-Hangar space at the facility herein described, and that it is the Lessee's responsibility to provide necessary equipment to assure that the Aircraft is securely fastened. Repairs of damage not caused by Lessee as a result of his negligence or fault, shall be the responsibility of the Lessor. Furthermore, there shall be no obligation on the part of the Lessor to provide automobile parking except in those areas currently designated.
8. Lessee shall be solely responsible and liable for any and all damages and liability relating to or arising from Lessee's, or Lessee's contractors, licensees, agents, servants or employees use and occupancy of the Leased Premises hereunder.
9. No compensation or claim will be paid or allowed by the Lessor, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing, altering or developing any portion of the premises known as Chatham Municipal Airport.

ARTICLE V
INDEMNITY AND LIABILITY INSURANCE

10. Lessee agrees to indemnify and save harmless the Town of Chatham, its Airport Commission, and their respective officers and employees, from and against any and all claims of whatever nature arising from any act, omission or negligence of Lessee, or Lessee's contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or entity, or to the property

of any person or entity occurring during the term or any renewal term hereof in or about the Leased Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

11. Lessee covenants and agrees to maintain in full force and during the term hereof a policy or policies of Aircraft and General Liability Insurance, providing coverage for any Aircraft owned or operated by the Lessee, and Public Liability and Property Damage insurance in such amounts as the Lessor shall deem satisfactory. The Lessee, the Town of Chatham and the Chatham Airport Commission shall each be named as insureds in such policies, under which the insurer shall agree to indemnify and hold the Airport Commission and the Town harmless from and against all costs, expense and liability arising out of or based upon any and all claims, accidents, injuries, damages and/or liens relating to the Leased Premises. Each such policy shall be non-cancellable with respect to Lessor and Lessor's designees without thirty (30) days prior written notice to Lessor, and a duplicate policy or certificate thereof shall be delivered to Lessor at the commencement of this Lease and upon any renewal of such policies. The minimum limits or Liability of such insurance shall be ONE MILLION DOLLARS (\$1,000,000.00) for injury (or death) per person, ONE MILLION DOLLARS (\$1,000,000.00) with respect to property and TWO MILLION DOLLARS (\$2,000,000.00) aggregate of all claims per occurrence.
12. Mutual Waiver of Subrogation. Each party hereby waives any and every claim which arises or may arise in its favor against the other party hereto during the terms of this Lease for any and all loss or damage to any properties, real or personal, located within or upon constituting a part of the Leased Premises, which loss or damage is covered by valid and collectible insurance policies to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto.
13. Certificates/Policies. A copy of each insurance policy or certificate thereof, issued by a responsible and solvent corporation or association authorized to issue such policy or policies under the laws of the Commonwealth of Massachusetts shall be delivered to the Lessor prior to the execution of this Lease. If at any time any of the policies shall be or become unsatisfactory to the Lessor, as to limits of coverage or if any of the carriers issuing such policies shall be or become unsatisfactory to the Lessor, the Lessor and Lessee shall negotiate a reasonable new and satisfactory policy in replacement thereof.
14. Increased Liabilities: If during the term of this Lease, or any extension thereof, the Lessee's operation, appurtenances or equipment cause or in any way bring about an increase in Lessor's Liability Insurance Premiums or Lessor's Fire Insurance Premiums the Lessee shall pay the resultant increase to the Lessor. Any amount due Lessor under this paragraph shall constitute additional rent to be paid by Lessee.
15. The Lessee shall indemnify the Town of Chatham and its Airport Commission against all liabilities, expenses and losses incurred by the Lessor a result of (a) failure by the

Lessee to perform any covenant required to be performed by the Lessee hereunder (b) any accident, injury or damage to any person or entity which shall occur in, on or about the Leased Premises or any appurtenance thereto (resulting from any activities occurring on the Leased Premises or from or related to any of Lessee's activities thereon); (c) failure to comply with any requirements of any governmental authority; and (d) any mechanic's lien or security agreement filed against the Leased Premises or any of the Lessor's equipment therein.

ARTICLE VI
ASSIGNMENT AND SUBLETTING

16. The Lessee shall not assign this Lease or any interest therein, or sublet the Leased Premises or any part thereof, without the written consent of the Lessor.

ARTICLE VII
COMPLIANCE WITH REGULATIONS

17. The Lessee shall throughout the term of this Lease, at its sole expense, promptly comply with all laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof, or any other body now or hereafter exercising similar functions, which may be applicable to the Leased Premises.
18. The Lessee covenants and agrees with the Lessor to obey and comply with any Federal Aviation Administration regulations as the same may now be in force or effect or the same may be modified so as to affect the Leased Premises.

ARTICLE VIII
SURRENDER

19. The Lessee shall, during the term of this Lease and any extension thereof, keep, and at the expiration thereof, peaceably surrender possession of the Leased Premises, in good order and in good condition, and free from all refuse matter, and shall at the expiration of said term or any extension thereof, allow Lessor to take possession of the Leased Premises.
20. Any violation of this Lease or the Chatham Airport Commission "T -Hangar Rules and Regulations" by the Lessee or a person operating Lessee's Aircraft shall cause the Lessor to issue a written notification of violation to Lessee. If the Lessee or any person operating said Lessee's Aircraft shall commit a second such violation during the term of the Lease, the Lessor shall have the immediate right to terminate this Lease upon written notice to the Lessee. Lessee shall thereafter have fifteen (15) days to remove his/her Aircraft from the Leased Premises and to surrender said Premises to the Lessor.

ARTICLE IX
NOTICE

21. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Lessor hereby designates its notice designee/address as Town Manager, Chatham Town Offices, 549 Main St., Chatham Massachusetts 02633. The Lessee hereby designate its notice address as
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ARTICLE X
MISCELLANEOUS

22. This Lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts except and as such may be limited by such regulations of the Federal Aviation Administration as may supersede the same in regard to use of the Leased Premises.
23. This Lease contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the Parties.
24. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Lease or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provisions of this Lease shall be valid and enforced to the fullest extent permitted by law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have hereto set their respective hands and seals the day and year aforesaid.

TOWN OF CHATHAM

By Its Airport Commission Chair

Peter Donovan

Approved by Its Town Manager

Jill R. Goldsmith

LESSEE

By _____

Its _____