THE CITY OF FREDERICK

FREDERICK MUNICIPAL AIRPORT

TIE-DOWN LEASE AGREEMENT

THIS Tie-Down Lease Agreement ("Lease") is made and entered into this_____ day of _____, 20__, by and between The City of Frederick, a municipal corporation of the State of Maryland ("City" or "Landlord") and the Applicant(s) identified below: ("Applicant")

Applicant(s) Name(s): _____

Tie-Down Number: _____ ("Leased Premises")

Monthly Rent: $_____ per month

Aircraft Owner/Tenant:

Corp. ID or EIN Number: _____

Description of Aircraft:

"N" Number: _____

Year: _____

Legal Name of Aircraft Titleholder:

Manufacturer: _____

Model: _____

Color(s): _____

Mailing Address of Applicant(s):

Aircraft Owner if other than Applicant:

_____

_____

Applicant(s) Contact Numbers:

Home: ( )

E-Mail: _____

Work: ( )

Mobile Phone: ( )

TERMS AND CONDITIONS OF LEASE:

1. Rent Payments.

The Lease fee is $_____ per month ("Rent"). All Rent payments and deposits are to be made payable to the City of Frederick, 101 North Court Street, Frederick, Maryland 21701. The Applicant agrees to pay all applicable Rent on time in advance by the first (1st) day of each month ("Due Date"), including all other required fees including late fees, interest and penalties without previous notice or demand therefore, and without deduction, set-off or abatement. Applicant covenants and agrees to pay, as additional Rent, a late fee equal to ten percent (10%) of any Rent due or other payments due under this Lease, if said payments are not paid within fifteen (15) calendar days of their due date. City has the right to periodically increase Rent after providing the Applicant a thirty (30) calendar days advance written notice. A fee for returned or dishonored checks in the amount of $25 will be assessed as additional Rent for any payment tendered by check and not honored by the issuing financial institution.

2. Limitations.

This Lease may not be assigned, transferred or subletted without the prior written consent of the City. Only the aircraft owned by the Applicant and described above shall occupy the Leased Premises. If, for whatever reason, the aircraft listed above is no longer based at the Frederick Municipal Airport ("Airport"), the Applicant shall vacate the space, or purchase another aircraft to occupy the Leased Premises within sixty (60) calendar days. Applicant shall then notify the Airport Manager of the new information. Periodic inspections will be conducted to ensure that the Leased Premises is only occupied by the assigned aircraft(s) listed above. The Leased Premise is to be used solely for the storage and parking of the assigned aircraft of the applicant and for no other purpose.

3. Information Change.

The Applicant shall notify the Airport Manager in writing within fifteen (15) calendar days of any change to any of the information provided pursuant to this Lease.

4. Release of Liability.

The Applicant understands and agrees that the City assumes no liability for damage or loss to personal property or to the persons while the aircraft is parked or operating at the Airport. In addition, the Applicant further covenants and agrees that it will not hold the City or any of its agents, elected officials, employees, or Airport Commission members responsible for any loss occasioned by fire, theft, rain, windstorms, hail, any act of god or terrorism whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or supplies that may be located or stored in the leased premises, or any other location at the Airport. The Applicant agrees that the aircraft and its contents are to be stored, at the Applicant's risk, whether on the field or in the assigned leased premises.

b. All aircraft assigned to the Leased Premises must be maintained with minimal standards at all times during the pendency of this Lease. An aircraft displaying with any of the following conditions do not meet the minimum standards:

1) Flat Tires.

2) Windows with cracks more than two inches in length.

3) Fluid leaks resulting in fluid accumulation or pavement stains in excess of 12 inches in diameter.

4) Collapsed landing gear hydraulic struts.

5) Damaged flight control surfaces rendering the aircraft not airworthy.

6) Evidence of nesting birds or rodents.

Failure on the part of the Applicant to maintain the aircraft within the minimal standards listed above is deemed to be a default of this Lease on the part of the Applicant.

c. The Leased Premises is to be maintained by Applicant in a good state of repair with exception of normal wear and tear.

d. Applicant will be responsible for the clean-up, disposal, and any costs associated for any hazardous or other material spills from Applicant's aircraft, vehicles, or personal property.

e. Applicant is responsible to secure his / her aircraft and to provide and maintain aircraft tie down devices that are capable of securing the aircraft. Where tie-downs are unavailable, the applicant will ensure that the aircraft will be chocked.

f. Applicant may not make alterations, additions, or improvements to or about the Leased Premises without the written consent of the City.

g. This Lease is strictly a rental agreement and creates no other rights inuring to the benefit of the Applicant in the Leased Premises or the Airport apart from those specifically set forth in this Lease.

h. City reserves the right to require the Applicant to temporarily relocate his/her aircraft to an equal tie-down location for Airport safety, security, operational or maintenance purposes for an initial period of up to thirty (30) calendar days. In a non-emergency situation, if, after notice by City, Applicant is not available to move the aircraft, City may move the aircraft, using its best efforts to prevent damage. If the aircraft needs to be relocated for more than sixty (60) calendar days, it will be assigned a new tie-down space. The Applicant will be notified of the location of the new tie-down space in writing, and that letter will be considered an amendment to this Lease.

i. City reserves the right to inspect the Leased Premises without notice to Applicant.

5. Compliance with the Law.

The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

6. Permitted Uses.

a. The Leased Premises shall be used for the storage/parking of the Aircraft. Applicant shall abide by the Frederick Municipal Airport Rules and Minimum Standards, as amended from time to time. The applicant acknowledges the receipt of the Frederick Municipal Airport Rules and Minimum Standards document.

b. The Applicant agrees not to deposit discharge, or release waste, fuel, oil or other petroleum products at the Airport or on the Leased Premises and agrees not to use the Leased Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

7. Term.

The term of this Lease is for a period of one (1) year commencing on _____. At the end of the initial Lease term, this Lease will automatically renew on a continuous month-to-month basis. All terms and conditions of this Lease will remain in full force and effect during any monthly renewal period. The City may periodically update the terms of this Lease and will require the Applicant to enter into an updated Lease at the end of any term (either the initial Lease term or a monthly renewal period) during which the Lease has been updated.

8. Termination.

Prior to the expiration of the initial Lease term, the City may terminate this Lease without any default of the Applicant if the City determines in its sole discretion that termination of the Lease is necessary for any Airport purpose. The City shall give the Applicant a thirty (30) calendar day written notice of its intent to terminate this Lease for this purpose. After the expiration of the initial Lease term, either party may terminate this Lease for any reason by sending a written notice of its intent at least thirty (30) calendar days prior to the date the Lease is to be terminated

9. Security Deposit.

A security deposit equal to one month's Rent must be paid upon execution of this Lease. Termination by Applicant without the required thirty (30) calendar day notice will result in forfeiture of the Applicant's security deposit. Termination of this Lease by default of the Applicant will result in forfeiture of the Applicant's security deposit.

10. Conditions.

a. All aircraft assigned to the Leased Premises must be identified in this Lease. The Applicant is responsible for requesting permission from the City in writing prior to storing any additional objects or materials on the Leased Premises, and the City reserves the right to refuse any such requests.

j. Maintenance.

1. The Applicant shall be responsible for snow, ice and debris removal on the Leased Premises.

2. For Applicants of paved Leased Premises, Applicant shall be responsible for any paving repairs and costs necessitated by the negligence or willful misconduct of the Applicant, its agents, employees, or guests. Such repairs shall be made under the direction of the Airport Manager.

3. General maintenance and repair of paved areas, including routine repaving, and filling of holes not caused by negligence or willful misconduct of the Applicant, its agents, employees, or guests, will be the responsibility of City.

k. Prior to final approval of this Lease, the Applicant shall provide to the City a copy of the Applicant's valid, government issued identification, and the requisite proof of aircraft ownership, insurance coverage and binder/terms for permanent record by the City.

l. Applicant acknowledges that the City from time to time may rely on certain funding provided by the State of Maryland and the Federal Government to include the Federal Aviation Administration. The Applicant agrees to comply with any and all requirements identified in any Grant Assurances provided to the City.

11. Default.

a. It is agreed that if Applicant shall fail to pay the Rent, or any installments thereof as aforesaid, on the Due Date, and/or any additional Rent as is herein provided, although no demand shall have been made for the same and said failure continues for thirty (30) calendar days, the Applicant shall be in default of this Lease.

b. In addition, if Applicant shall violate or fail or neglect to keep and perform any of the covenants, terms, conditions and agreements herein contained; or if the Leased Premise is vacated for a period of sixty (60) days or more, the Applicant shall be in default of this Lease. The Airport Manager shall send a notice to the Applicant of the default. The Applicant is responsible to cure the default within thirty (30) days after receipt of the default notice.

c. If the Applicant is in default of this Lease for failure to pay rent or failure to cure any other form of default within thirty (30) after having received a notice of default from the Airport Manager, then at the option of the City, Applicant's use of the leased premises shall thereupon cease and this Lease shall be terminated, and the City shall be entitled to utilize any and all of the provisions contained in paragraph 12 Landlord's Rights.

d. Failure or delay of the City to enforce any provisions of this Lease shall not be deemed a waiver of any default of this Lease, nor shall the City be estopped from enforcing any provisions or requirements at any later time.

12. Landlord Rights.

Upon default by the Applicant, in addition to the remedy of terminating this Lease, the City may exercise any rights to self-help without limitations. This includes the right to remove the aircraft from the Leased Premises and relocate it to another area of the City's airport property or remove the aircraft from the Airport. The Applicant agrees and shall be responsible for all expenses, costs, fees and charges incurred by the City in the exercise of its rights. The Applicant hereby waives any claim for damages to the aircraft or the Applicant's personal property against the City or its agents that may occur during any relocation or removal of the aircraft.

13. Insurance.

Applicant shall maintain continuous liability insurance coverage on the Aircraft that is subject to this Lease. Aircraft insurance coverage shall be not less than the requirements of Transportation Article § 5-1002 of the Maryland Annotated Code, as amended from time to time. At or prior to the effective date of this Lease, the Applicant shall provide the City with a certificate showing proof of required insurance. Applicant will be required to certify the required insurance coverage by filling out and signing a Maryland Department of Transportation Insurance Record (MAA-210) Form and providing a copy to the Airport Manager. Applicant shall notify City of any change in the insurance coverage and will do so within fifteen (15) calendar days after effective date of the change.

14. Notice.

All notices and requests required or authorized under this Lease shall be in writing. Notices shall be sent by regular mail postage prepaid, to the address for the Applicant or party as stated in the beginning of this Lease or as updated pursuant to paragraph 3 of this Lease, or hand delivered to the noticed party. All notices shall be deemed to be received on the date of hand delivery or three days following the date of mailing.

15. Waiver.

Either party's failure to enforce any provision of this Lease against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision of this lease.

16. Severability.

In the event any portion of this Lease is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the Lease shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Lease or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the parties in entering into the Lease.

17. Governing Law.

This Lease will be enforced in accordance with the laws of the State of Maryland.

18. Paragraph Headings.

The headings to the paragraphs to this Lease are solely for convenience and may have no substantive effect on the Lease nor are they intended to aid in the interpretation of the Lease.

19. Entire Agreement.

This Lease constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Lease, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Lease may not be enlarged, modified, or altered except in writing signed by the parties.

20. Local Government Tort Claims Act.

By entering into this Lease, the City and its "employees" as defined in the Local Government Tort Claims Act, Section 5-301 et seq. of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this Lease modifies and/or waives any provision of the Local Government Tort Claims Act. The undersigned Applicant agrees to the terms and conditions of this Lease and certifies he/she is authorized to sign and acknowledges receipt of a copy of this lease.

WITNESS:

THE CITY OF FREDERICK

_____

By: _____(SEAL)
Michael O'Connor, Mayor

WITNESS:

APPLICANT

_____

By: _____(SEAL)
(Signature)

_____
(Print Name)