

## LAKE WALES AIRPORT HANGAR LEASE AGREEMENT

**THIS LEASE AGREEMENT**, is made and entered into this \_\_\_\_\_ day of October, 2021, by and between CITY OF LAKE WALES, (hereinafter referred to as LANDLORD), and ONE UP ADVENTURES, LLC, a Florida limited liability company, (hereinafter referred to as TENANT), whose address is: 1119 Sunset Drive, Lake Wales, FL 33853.

### WITNESSETH:

**WHEREAS**, the City of Lake Wales is the Owner of certain real property located at the Lake Wales Municipal Airport in Lake Wales, Polk County, Florida and,

**WHEREAS**, LANDLORD has agreed to lease a portion of the property to TENANT, Subject to certain terms and conditions and,

**WHEREAS**, TENANT wishes to lease said property from LANDLORD, and in consideration of the premises, the covenants, terms and conditions to be performed as set forth hereinafter, the parties have agreed and do agree as follows:

**1. SUBJECT OF THE LEASE.** The LANDLORD has agreed to lease to the TENANT that certain airport hangar described as T-Hangar: 1-G located at the Lake Wales Airport. It shall be the policy of the LANDLORD to lease hangars for the type of aircraft for which the hangar was constructed, that is, multi-engine or single engine aircraft. In the event the aircraft owned by the TENANT is a different type than the hangar is designed to accommodate, the LANDLORD reserves the right to relocate the TENANT to a hangar which is designed to accommodate the type of aircraft owned by the TENANT upon fifteen (15) days prior written notice to the TENANT.

**2. TERM OF THE LEASE.** The term of this Lease Agreement shall be for twelve (12) months, beginning October 5, 2021 and ending October 4, 2022, unless sooner terminated in accordance with other provisions hereof. The LANDLORD or TENANT may terminate this Lease Agreement with thirty (30) day written notice. A notice for any rent increase will be sent to the TENANT sixty (60) day before becoming effective. This Lease Agreement is automatically renewed yearly for twelve (12) months, unless written notice is received from the TENANT at least thirty (30) days prior to the end of the twelve (12) months that the TENANT will be vacating.

A rent increase of the greater of 2.5% or the CPI established in the month of June of each calendar year shall be effective on the first renewal date of the Lease Agreement and on October 1<sup>st</sup> in each subsequent year.

If, for any reason, the aircraft owned by the TENANT shall leave the field (sale, maintenance, recovering or damaged elsewhere) for more than sixty (60) days, this Lease Agreement shall be cancelled and the hangar space shall return to the control of the LANDLORD to be rented at the earliest opportunity. Should the TENANT wish to retain the hangar, TENANT shall submit a written request for continuance to the LANDLORD. It will be the decision of the Airport Manager to approve or deny the

request for continuance.

**3. USE OF THE PREMISES.** The TENANT shall use the leased premises only for storage of complete airplanes with a current airworthy certificate. Storage of any other materials in the hangar will be allowed only with the prior written consent of the Airport Manager or his designee and the Fire Chief or his designee. No business or commercial enterprise of any nature or kind whatsoever shall be conducted on the premises.

**4. MONTHLY RENT.** As and for consideration of this lease, the TENANT agrees to pay rent monthly on the 9th day of the each month:

1) Rental Fee of	<u>\$267.61</u>
2) Sales Tax of (7% of Rental Fee)	<u>\$ 18.73</u>
3) Electric Services	<u>\$ 15.37</u>
	<b><u>\$301.71</u></b>

The first and last month's rental payment shall be due simultaneous with the execution of this Lease Agreement. Rental payments shall be submitted to the City of Lake Wales Municipal Administrative Building, located at 201 W. Central Avenue, Lake Wales Florida. Payments may be mailed to City of Lake Wales, Attn: Billing/Collection Department, P.O. Box 1320, Lake Wales, FL 33859-1320

Rents shall be deemed to be delinquent if not on or before the 9th day of the month. A late fee of five percent (5%) of the amount due shall be charged on the 11th day of the month. A separate late fee shall be charged for every month that the TENANT'S monthly payment is past due.

**5. ELECTRIC SERVICE.** LANDLORD shall maintain an account with the electric company for provision of electric service to the hangar building and cost of such service shall be paid by the occupants of the hangar building on a pro-rated basis. TENANT shall be required to pay LANDLORD for pro-rated cost of electric service to TENANT'S unit upon receipt of an invoice from the LANDLORD.

**6. BACKGROUND/CREDIT CHECK.** A hangar lease shall not be executed until a background check and credit check on the prospective tenant has been completed by the City of Lake Wales. Cost of such background check and credit check shall be paid by the prospective tenant.

**7. OBLIGATIONS OF TENANT.**

a) TENANT covenants that he/she is the owner of the following identified aircraft which has been properly certified and licensed by the Federal Aviation Administration (copy to be furnished for LANDLORD'S files):

- 1) Aircraft Make: Cessna
- 2) Aircraft Model: 172
- 3) Aircraft N-Number: N6424E
- 4) Aircraft Color: Red and grey

b) TENANT covenants and agrees that the hangar shall be used for the above referenced aircraft and for storage of other aeronautical equipment as authorized by FAA Policy. In the event that the above referenced aircraft is disposed of and another aircraft is obtained, the TENANT agrees to immediately notify the LANDLORD and to provide in writing the information required in paragraph 7. a) for the new aircraft.

c) TENANT shall conform to all applicable local, county, state and federal rules, regulations and ordinances.

d) TENANT agrees that no gasoline or combustible materials of any kind shall be stored in the hangar and that welding is prohibited. TENANT agrees that no kerosene or gas heaters or any type of open flame heaters or apparatus shall be used or stored in the hangar. TENANT is specifically prohibited from spray painting, sanding or creating any powder or mist in or upon the premises.

e) TENANT agrees that no rubbish, trash, rags, cans, grease or food items will be stored on the leased premises. TENANT agrees to keep the hangar clean at all times so as not to allow any unsightly appearance, unsanitary condition or fire hazard to exist in or around the premises. TENANT agrees that the premises shall be subject to inspection by the LANDLORD at any time and if found to be a fire or accident hazard, TENANT shall be so informed and TENANT shall take immediate action to clean the hangar.

f) TENANT agrees that the hangar is for storage of airworthy aircraft and other aeronautical equipment as authorized by FAA Policy. TENANT agrees that the hangar will not be used as a workshop, repair shop, maintenance shop, or storage shop and acknowledges that painting or major aircraft repairs therein are prohibited.

TENANT agrees that hangar will not be used for sleeping quarters. LANDLORD agrees that the aircraft owner's automobile may be parked in the hangar while the aircraft is being flown.

g) TENANT will be permitted to perform only repairs and/or maintenance specifically authorized under Federal Aviation Regulation (FAR), Part 43, preventative maintenance, which does not require the services of a licensed A&P Mechanic. This maintenance may be performed by the owner/pilot of the aircraft only.

h) TENANT agrees that aircraft engines are not to be started or run inside the hangar for any reason at any time.

i) TENANT shall not carry on any activity in or about the premises, which, in the opinion of the LANDLORD, shall be detrimental or annoying in any way to the tenants of other units or to LANDLORD, nor shall TENANT carry on any activity which shall damage the leased premises or other units in any way. TENANT shall not do or permit to be done any act or thing which will invalidate or conflict with the fire insurance policies covering the premises of the Airport, or which may constitute a hazardous condition of any kind.

j) Locks are furnished by the LANDLORD with each hangar. TENANT agrees that these locks shall not be replaced, removed or re-keyed. If lock changes are necessary for any reason, the LANDLORD must be notified and a new lock will be provided by the LANDLORD. Any locks placed on hangar doors in contravention hereof may be removed by the LANDLORD without prior notice to the TENANT and shall be deemed to constitute a material breach of this Lease Agreement. Any expenses incurred by the LANDLORD for the removal of unauthorized locks and the replacement thereof shall be paid by the TENANT within thirty (30) days but not later than the following month's rent payment.

k) Should the TENANT violate any of the conditions of this paragraph, LANDLORD shall, without regard to any limitation set forth in any other paragraph, have the right to immediately terminate this Lease Agreement, reenter and repossess the leased premises, all without notice to TENANT.

**8. HOLD HARMLESS AND INDEMNIFICATION.** TENANT agrees to hold LANDLORD harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of this Lease Agreement unless such claims are a result of the LANDLORD'S sole negligence.

LANDLORD shall not be responsible in any manner for damages to or theft of personal property stored on the premises, said responsibility being solely that of the TENANT. It is expressly agreed and understood by and between the parties to this agreement that LANDLORD shall not be liable for any damage or injury which may be sustained by TENANT or any other person, or for any other damage or injury resulting from the carelessness, negligence or improper conduct of any other tenant.

The TENANT assumes all risk of loss or damage to the TENANT'S aircraft and other property, real and personal, from each and every cause whatsoever. The TENANT further agrees to provide a waiver of subrogation to the LANDLORD from the TENANT'S insurance carrier. Upon failure to obtain said waiver from the insurance carrier, the TENANT shall provide the LANDLORD with a personal waiver of subrogation.

TENANT agrees to pay on behalf of LANDLORD, and to pay the cost of LANDLORD'S legal defense, as may be selected by LANDLORD, for all claims described in this paragraph. Such payment on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered to be LANDLORD's exclusive remedy.

**9. ALTERATION OF LEASED PREMISES.** TENANT shall not make any structural alterations or additions to the leased premises, nor construct any permanent

improvements upon the leased premises without the written permission of the LANDLORD. Nothing is to be mounted which requires puncturing the wall. In the event LANDLORD shall grant such permission, such alterations, additions or improvements will be constructed according to the plans and specifications approved by the LANDLORD and in compliance with all building codes and regulations of the City of Lake Wales, Florida. All permits and licenses required for such construction shall be obtained by TENANT at his expense. TENANT agrees that all such improvements become the property of the City of Lake Wales. It is specifically understood that TENANT shall hold LANDLORD harmless for any mechanic's liens, material's lien, or supplier's liens that may possibly be placed against the premises and shall be solely and totally responsible for the work done and materials supplied.

**10. ACCESS TO LEASED PREMISES BY LANDLORD.** LANDLORD may enter, inspect and make such repairs to the leased premises as LANDLORD may reasonably desire, at all reasonable times. Notice to TENANT will be made prior to entry if practicable.

**11. DAMAGE TO LEASED PREMISES.** If the leased premises should be damaged by fire or otherwise, to the extent that they are not available to TENANT for the uses and purposes contemplated by this lease, LANDLORD shall have the right and privilege, upon refunding to TENANT any unearned rents, of immediately canceling and terminating this lease and repossessing any remainder of the premises, as there shall be no obligation on the part of the LANDLORD to repair or rebuild the leased premises.

**12. ASSIGNMENT OF LEASE.** The right to use the premises described in this Lease Agreement is not an assignable right. This use shall be exercised by the TENANT and the TENANT'S agents only for storage of the aircraft identified in paragraph 7a and for storage of other aeronautical equipment as authorized by FAA Policy.

**13. EMERGENCY CONTACT.** The TENANT shall provide LANDLORD with the information of a contact person who shall be available at all times to respond in case of emergency.

Emergency Contact Information:

Name: Carrie Burns

Physical & Mailing Address: 1119 Sunset Drive, Lake Wales, FL 33853

Phone Number (Office & Mobile): 252-716-6309

Email:

**14. DEFAULT.** The TENANT shall be considered to be in default of this Lease

Agreement in the event of the occurrence of any of the following circumstances:

- a) Failure to make the monthly lease payment for two (2) consecutive months after the due date.
- b) Failure to comply with the specific terms and conditions of this Lease Agreement.
- c) Failure to abide by all reasonable rules and regulations of the Lake Wales Airport which are designed to promote the safe, secure, and efficient operations of the Airport and its environs.

**15. TERMINATION OF LEASE.** This Lease Agreement shall be terminated upon the occurrence of any of the following conditions:

- a) Notice is received from the TENANT in accordance with paragraph 2 of this Lease Agreement.
- b) A default of the lease as described in paragraph 14. In the event of a default, the LANDLORD shall notify the TENANT in writing of its intention to terminate the lease due to a specified default. The TENANT shall have ten days from the date of the service of the notice to either correct the default or to vacate the premises. Said notice to the TENANT shall be sufficient if sent by registered or certified mail, postage prepaid to the TENANT'S address of record as provided herein.

**16. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon termination of this Lease Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property.

TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT'S occupancy.

In the event TENANT fails to remove its personal property or to repair any damage done to the premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT. LANDLORD agrees to store personal property for a period not to exceed twelve months and to provide a minimum of two certified letters to TENANT'S last known address setting forth any past due balances or storage fees. The LANDLORD reserves the right to dispose of, or sell, any remaining personal property within 60 days after the second certified notice has been sent to the TENANT. From any sales proceeds, the LANDLORD shall be reimbursed for any outstanding costs, including the cost of any repairs required to restore the premises. Any remaining proceeds shall be submitted to the state as unclaimed property.

**17. ENTIRE AGREEMENT.** This is the entire Agreement of the parties and shall

govern the dealings between the parties.

**18. SUITABILITY OF PREMISES.** The TENANT acknowledges having examined the premises thoroughly before entering into this Lease Agreement and does not rely upon any representations by the LANDLORD as to the suitability of the premises for the TENANT'S purposes.

**19. SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed here from and the remainder of the Agreement shall continue in full force as if executed originally without the invalid portion.

**20. MULTIPLE ORIGINALS.** This Agreement is executed in multiple copies, each copy of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

**One Up Adventures, LLC**

By: \_\_\_\_\_  
Travis Burns, Manager

ATTEST:

\_\_\_\_\_ DATED: October \_\_\_\_, 2021

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged by Travis Burns, Manager and on behalf of **One Up Adventures, LLC**, who is personally known by me or produced sufficient identification.

Witness my hand and official seal, this \_\_\_\_\_ day of October, 2021.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires:

City of Lake Wales execution on the following page.



**CITY OF LAKE WALES, FLORIDA**

By: \_\_\_\_\_  
Eugene Fultz, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Nanek, City Clerk

DATED: October \_\_\_\_, 2021.

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged by Eugene Fultz, Mayor and on behalf of the **City of Lake Wales, Florida**, who is personally known by me or produced sufficient identification.

Witness my hand and official seal, this \_\_\_\_ day of October, 2021.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires: