

**CHANDLER MUNICIPAL AIRPORT
TIE DOWN AND T-SHADE LEASE AGREEMENT**

It is agreed by and between the CITY OF CHANDLER, an Arizona municipal corporation ("Landlord"), and _____, ("Tenant"), that Landlord leases to Tenant and Tenant leases from Landlord, as of _____, 20____ (the "Commencement Date"), that certain tie down or T-shade space identified in Section 4(A) (the "Premises"), which is located within a city-owned apron area at the City of Chandler Municipal Airport (the "Airport"), for the purpose of storing the aircraft designated in Section 4(D), in accordance with and subject to all of the terms and conditions set forth in this Lease Agreement (this "Lease"), which shall be binding upon Landlord, Tenant and those individuals expressly identified as authorized users in Section 4(C) of this Lease. Landlord and Tenant may be referred to in this Lease individually as a "Party" or collectively as the "Parties."

1. **Definitions.**

For the purpose of this Lease, the definitions contained in Article 1 of the Airport Rules and Regulations 2011 and subsequent amendments thereto in addition to the following words shall have the definition and meaning set forth in this Lease:

(a) "Airport Manager" means the person duly appointed by the governing body of the City of Chandler as the manager of the Airport and the manager's designee.

(b) "Airport Rules and Regulations" means the Chandler Municipal Airport Rules and Regulations, 2011, including minimum operating standards for commercial aviation activity, or any amendments thereto.

(c) "Airworthy" means an aircraft that can be flown in full compliance with FAR 91.7. The aircraft can be operated without significant hazard to aircrew, ground crew, passengers (where relevant) or to the general public and property over which such aircraft are flown.

(d) "Authorized Agent" means an agent, officer or employee of Tenant who is authorized by Tenant to use the Designated Aircraft in which Tenant holds an ownership or possessory interest.

(e) "Authorized User" means an individual expressly identified in Attachment B as being approved by Tenant and acceptable to Landlord as someone who may access to or use of the Premises for aircraft storage purposes without being accompanied by Tenant. An Authorized User may be any one of the following: (i) a Co-owner; (ii) an Authorized Agent; or (iii) a member of Tenant's immediate family whom Tenant desires to have independent access to and use of the Premises.

(f) "Common Access Area" means that area of the Airport designated by the Airport Manager for common and non-exclusive use by persons authorized to have public access and use of the Airport, and includes, without limitation, the common areas, parking areas, roadways, access ways, runways, taxiways, aprons and other areas used for the take-off, flying and landing of aircraft.

(g) "Co-owner" means an individual who is a co-holder with Tenant of an ownership interest or a possessory interest in a Designated Aircraft.

(h) "Co-tenant" means one (1) of up to four (4) individuals who jointly seek to lease the Premises pursuant to this Lease by jointly executing this Lease and jointly holding an ownership interest or possessory interest in Designated Aircraft during the Term of this Lease.

(i) "Days" means calendar days except where expressly designated as working days. "Working days" are all days except Saturdays, Sundays or legal holidays recognized by Landlord, as a municipality.

(j) "Designated Aircraft" means the aircraft that is both (i) stored on the Premises pursuant to this Lease and (ii) expressly and separately identified as the designated aircraft in Attachment A – Basic Information.

(k) "Flying club" means an association or group of more than three individuals jointly owning or leasing an aircraft where payment is made to the club for the operating time of such aircraft. The registration certificate issued by the FAA must show the names of all owners if the club is not incorporated, or the aircraft must be registered in the name of any incorporated flying club. A flying club must be organized in accordance with FAA criteria and as a nonprofit corporation under Arizona law (or the laws of the state of incorporation), or as a duly organized nonprofit, functioning unincorporated association for the purpose of (i) fostering flying for pleasure, (ii) development of skills in aeronautics, including pilotage or navigation, and (iii) the development of an awareness and appreciation of aviation requirements and techniques by the general public in the field of aviation and aeronautics.

(l) "Invited guest" means an individual, not an Authorized User or a commercial aviation operator or other person authorized under the Airport Rules and Regulations to provide aircraft maintenance or repair services for the Designated Aircraft on the Premises, who is invited by Tenant to enter upon the Premises while accompanied by Tenant.

(m) "Ownership interest" means the fee interest or title to an aircraft with the authority to control and dispose of the aircraft, rather than a leasehold interest.

(n) "Possessory Interest" means an immediate right of possession, control, use and operation of an aircraft at the sole risk and expense of the persons holding such right. Possessory interest must be granted in a written lease document that is similar to an industry standard lease for aircraft leasing, like those available from the National Business Aircraft Association (NBAA), the Aircraft Owners and Pilots Association (AOPA), or an aircraft leasing organizations, and that is in a form acceptable to the Chandler City Attorney.

(o) "Tenant" means: (1) the single person named as Tenant herein and who executes this Lease as such; or (2), where applicable, the collective designation for the individual Co-tenants who jointly execute this Lease and who jointly hold an ownership interest or possessory interest in the Designated Aircraft at all times during the Term of this Lease.

2. **Authorized User.**

A. An Authorized User is subject to the terms and conditions of this Lease to the same extent as Tenant, but has no right of use or occupancy of the Premises greater than or independent from that of Tenant and may not continue to use or occupy the Premises in the event Tenant's right to use or occupancy of the Premises under this Lease is terminated for any reason.

B. An individual does not qualify as an Authorized User unless the individual is specifically identified in Attachment B – Authorized Users of Premises.

C. The authority of an individual identified as an Authorized User to access and use the Premises (i) may be withdrawn at any time by Tenant upon written notice to Landlord or (ii) may be terminated by Landlord in accordance with Section 21 of this Lease; and in either event, the individual's name shall be removed from Attachment B as an Authorized User.

D. No other person shall have authority to independently access and use the Premises; however, nothing herein shall preclude Tenant from having an invited guest accompany Tenant in the use of the Premises.

3. **Designated Aircraft.**

A. At all times during the Term of this Lease, Tenant shall hold either separately or jointly, an ownership interest or a possessory interest in the Designated Aircraft.

A Designated Aircraft shall be expressly and specifically identified in Attachment A of this Lease.

B. The identity of the Designated Aircraft may be modified from time to time by Tenant upon written notice to Landlord using Attachment A of this Lease.

C. The storage of an aircraft on the Premises other than the Designated Aircraft shall constitute immediate grounds for termination of this Lease.

4. **Basic Information.** Tenant shall complete Attachment A which is included as a part of this Lease. Tenant expressly represents that the information provided on Attachment A is true, accurate and complete as of the date it was provided and shall remain so through the Term of this Lease unless otherwise modified or corrected in writing. Tenant further represents and agrees that Tenant has a continuing obligation to keep all of the Basic Information current and that the failure to do so constitutes a material violation of this Lease by Tenant. 5. **Aircraft Documentation.**

A. At any time, and from time to time, Landlord may request that Tenant provide documentation confirming or evidencing the status of the Designated Aircraft. The failure to promptly provide such documentation shall constitute immediate grounds for termination of this Lease.

B. The documentation may include, without limitation, any of the points detailed in Section 3.29 of the Airport Rules and Regulations 2011, and any subsequent amendments thereto.

(1) If Tenant is a corporation, a flying club, the Civil Air Patrol, a governmental organization, or other similar legal entity, this Lease will be executed only with a verified authorized signatory of that entity. Any change in the authorized signatory shall be made on the Lease within thirty (30) days in the Airport office.

C. Any information acquired by Landlord regarding the aircraft registration and "N" number of a Designated Aircraft may be used by the Landlord, from time to time, to verify that Tenant or an Authorized User does hold an ownership interest or possessory interest in the Designated Aircraft stored on the Premises, and this information may be shared with other governmental agencies having authority for requests of aircraft registration information. Documents provided to Landlord that contain any such information constitute material available to the general public upon request in accordance with Arizona's public records laws.

6. **Term.** The term of this Lease (the "Term") shall begin on the Commencement Date and shall continue from that date on a month-to-month basis. This Lease shall continue for successive terms of one month each until either Landlord or Tenant terminates the tenancy as provided herein or the Term of this Lease expires or this Lease is deemed to be cancelled.

7. **Rent.**

A. **Monthly Rent.** Tenant shall pay to Landlord rent in the sum of \$_____ per month (the "monthly rent"), which shall be due and payable in advance on the first day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day.

B. **Adjustment to Rent.** Landlord, as approved by the City Council, may adjust the amount of the monthly rent to be paid by Tenant under this Lease, but any such adjustment shall not become effective until Landlord gives Tenant at least thirty (30) days written notice of such adjustment.

C. **Additional Charges.** If the monthly rent and any other sums then due and payable are not paid by 5:00 p.m. of the tenth (10th) working day of each month, Tenant shall be assessed a late charge of \$25.00. If any check given by Tenant to Landlord for payment of the monthly rent, the additional rent or any other sum due under this Lease is returned for insufficient funds, a "stop payment" or any other reason, Tenant shall be assessed a return check charge of \$25.00.

D. If, in any month or portion thereof during the Term, an aircraft other than a Designated Aircraft owned or leased by an individual other than the Tenant is kept or parked in or upon the Premises without the written permission of the Airport Manager, Tenant shall be assessed a charge for such month in an amount equal to two (2) times the current monthly rent, which charge is in addition to any other remedies available to Landlord under Section 23.

E. **Payments Made.** All payments shall be payable to Landlord at the Airport Terminal Office during normal business hours, or mailed to: **City of Chandler, Mail Stop 702, P.O. Box 4008, Chandler, AZ 85244-4008**; or to such other persons or at such other places as Landlord may designate in writing. All payments shall be in lawful money of the United States of America.

8. **Security Deposit.** At or before the Commencement Date, Tenant shall pay Landlord a security deposit in an amount equal to one and a half times the aggregate of the monthly rent and additional rent then due. Landlord shall retain the deposit in an interest-bearing account, but Tenant shall not receive any income or interest from the deposit. Landlord shall use the amount on deposit as reasonably necessary to do any of the following: (a) remedy Tenant's default in payment of rent; (b) repair damages to the Premises, exclusive of ordinary wear and tear; and (c) clean the Premises if necessary; Landlord shall refund Tenant the balance of the security deposit after such deductions within thirty (30) days after the expiration of this Lease. If deductions have been made, Landlord shall provide Tenant with an itemized account of each deduction including the reasons for and the dollar amount of each deduction. If the amount due and owing to Landlord under this Lease is in excess of the security deposit, Tenant shall remain liable to Landlord for such excess.

9. **Acceptance of Premises.** Tenant accepts the Premises on an "AS IS" basis and useable as an aircraft storage unit. Landlord disclaims, and Tenant accepts such disclaimer, of any warranty, either expressed or implied, of the condition, use, or fitness respecting the Premises, including, but not limited to, site drainage, and equipment necessary to secure an aircraft; and Tenant assumes full responsibility to furnish any additional or replacement equipment necessary to properly secure and store any aircraft. Tenant acknowledges the opportunity to inspect the Premises with Landlord prior to effecting this Lease in order to note exceptions to the condition of the Premises. Any exceptions noted during the inspection are denoted on a Premises inspection form, and recognized by both parties.

10. **Gate Access Card.** On or before the Commencement Date, Landlord, at its expense, shall issue one (1) gate access card to Tenant. Tenant may obtain additional access cards for Tenant or any Authorized User of the Premises for a fee in accordance with the City of Chandler fee schedule. Tenant and any Authorized User are responsible for the safekeeping of all gate access cards and their return at the termination of this Lease. Unauthorized use of a gate access card by a person other than Tenant or an Authorized User is an Airport security violation and a material violation of this Lease. Lost, stolen or damaged cards may be replaced in accordance with the City of Chandler fee schedule.

11. **Right of Access.** During the Term of this Lease, Tenant and any Authorized User of the Premises shall have a right to use the portion of the Airport identified herein as the Common Access Area for access to and from the Premises. This right of use is non-exclusive and subject to all applicable rules and regulations of the Airport. This right of use automatically expires upon the expiration or termination of this Lease.

12. **Use and Maintenance of the Premises.**

A. **Uses Permitted or Prohibited.**

(1) The Premises shall be used solely for the storage of Designated Aircraft. Small parts for the Designated Aircraft may be stored in the T-Shades storage lockers only.

(2) Tenant shall adhere to all precepts regarding permitted or prohibited activity as contained in the Airport Rules and Regulations 2011, and any subsequent amendments thereto.

(3) (a) No hazardous materials in limits excessive of normal household use quantities shall be stored or used on the Premises. Hazardous materials include, but are not limited to, compressed gases, corrosive materials, cryogenic fluids,

explosives, flammable or combustible liquids, flammable gases, flammable solids, toxic materials, or other hazardous materials as defined in the current City of Chandler Fire Code.

(c) None of the items or materials described in this Section 12.A.(3) may be stored on a Tiedown Premises.

(4) Except for the self-exchange of parts and preventive maintenance as allowed in FAR Part 43 Appendix A.(c), no repair, re-building, kit assembly, or maintenance work shall be done on the Premises.

(5) Painting and fueling of aircraft or other vehicles or equipment is strictly prohibited in or upon the Premises.

(6) Any electrical device/appliance that could overload the T-Shade circuit breaker is strictly prohibited. All electrical devices in the T-Shade shall be kept a minimum of twelve (12) inches above the floor as electrical devices/appliances can produce sparks in their motors and can ignite fuel vapors. Flexible cords shall not be used as a substitute for fixed wiring. Extension cords or other flexible cords shall not be affixed to the T-Shade structure. Extension cords are permitted only with portable devices/appliances while in immediate, short term uses.

(7) The storage of any automobiles or any other vehicle, on the Premises is prohibited. Tenant may park either an automobile, a motorcycle, a bicycle, or an ATV on the Premises when Tenant is using the Designated Aircraft. In no event shall any vehicle be used or parked in a manner that interferes with aircraft operations or the parking, access to, or movement of any adjacent aircraft being stored or moving about the airport.

(8) No charter, rental, repair, instructional service, or any other commercial activity is permitted on or from the Premises.

(9) All Designated Aircraft shall be Airworthy.

B. Maintenance of the Premises.

(1) Tenant shall maintain the Premises in a clean and safe condition at all times.

(2) Tenant shall ensure that any pre-flight fuel samples are not disposed of on the apron, or ground. Tenant shall dispose of pre-flight fuel samples in their own waste fuel storage container, and dispose of the contents properly at a site that is either off-airport property or clearly designated as being for fuels.

(3) Tenant shall not remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the T-Shade. No hoisting or holding mechanism shall be attached to any part of the T-Shade

(4) Tenant shall maintain the designated aircraft so fluids from the aircraft do not drip onto the underlying pavement resulting in a spill area in excess of 1 square foot.

C. Compliance.

(1) In accessing, using and maintaining the Premises, Tenant shall at all times comply with all applicable federal, state, county and local laws, statutes, grant assurances, rules, regulations, codes, ordinance, resolutions, including, without limitation, the Chandler City Code and the Chandler Airport Rules and Regulations in effect at any time during the term of this Lease.

(2) Tenant hereby acknowledges having received and read the current version of the Chandler Airport Rules and Regulations 2011. Landlord shall provide any subsequent amendment to the Rules and Regulations by regular mail thirty (30) days prior to implementation of any such amendment.

13. Inspection.

A. Landlord shall have the right to access or inspect the Premises, with or without the Tenant being present, at any time in case of emergency of any kind and for the purpose of making any inspection it may deem necessary to the enforcement of any of the conditions of this Lease, Airport Rules and Regulations, FAA Grant Assurances, Federal or State law, or for any health and safety issues. For these situations, where, in the judgment of Landlord, it is necessary or desirable to temporarily move the aircraft or other property from the Premises, Landlord shall have the right, with or without notice to the Tenant, to temporarily move the aircraft or any property using methods of removal deemed suitable by Landlord.

B. Landlord shall provide seven (7) days of notice for access to the Premises for routine repair or maintenance to be performed by Airport staff or contractors, with or without Tenant being present. This notice can be by either by telephone, e-mail or US Mail. In the event that the repair or maintenance requires the temporary movement, relocation, or removal of the aircraft on the Premises, Tenant shall be given a reasonable period of time to move the aircraft, and thereafter Landlord shall have the right to move the aircraft or property at the hourly rate charge approved for the Airport.

C. Landlord shall exercise ordinary care in the movement, relocation, or removal of aircraft or property, and may temporarily store said aircraft at another location on the Airport. Landlord shall assume no liability for damage to any aircraft or property moved under the provisions of this section of this Lease, provided the Landlord has exercised ordinary care of the aircraft or property.

14. **Operation of Aircraft.**

A. Tenant is responsible for operation of the aircraft in accordance with the applicable federal, state, city, and Airport laws, rules, regulations, and advisories as applicable. Failure to comply with this provision of this Lease will be considered a violation of this Lease.

B. Tenant agrees to make every effort possible to comply with the Airport's approved FAR Part 150 Noise Compatibility Program, as amended from time to time, in a manner consistent with safe flight operations. Failure to reasonably comply with this provision may be a consideration by the Landlord to terminate or not renew this Lease.

15. **Assumption of Risk.**

A. All aircraft and other personal property stored at the Airport are at the Tenant's sole risk. Landlord assumes no liability for loss or injury to persons or property while they are using Airport facilities.

B. Nothing in the Lease shall be construed as obligating Landlord to maintain and operate the public portions of the Airport during the entire term of this Lease. Tenant has been advised and understands that the United States government has the right and power to discontinue and terminate all public airport activities at any time it deems necessary or advisable, for any reason whatsoever, and upon such discontinuance and termination, Landlord will not be liable to Tenant for any damages. Landlord shall not be obligated to abate any rent payments during any discontinuance or termination of use of the Airport that is ordered by the State of Arizona or the United States Government for public health, safety, or security reasons. However, the Tenant shall have the right to terminate this Lease effective on the date of such discontinuance or termination in accordance with the notice requirements of this Lease.

16. **Indemnification.**

A. Tenant shall indemnify, defend and hold harmless Landlord, its Mayor, Council, officials, employees and agents, from and against any and all loss, cost, damage, expense and liability, of every kind and description, including, but not limited to, attorneys' fees and litigation costs, which in whole or in part arise out of the use or occupancy of the Premises or Airport by Tenant, any Authorized User, or any invitee or guests, except for any such injury or damage arising out of the sole negligence of Landlord, its officers, agents or employees.

B. Tenant shall release and hold harmless the Landlord, its Mayor, Council, officials, employees and agents, from any and all loss, injury, damage to persons or property, or other liability of any nature occasioned by, but not limited to, fire, theft, vandalism, rain, flood, windstorm, hail, earthquake, collision or from any other cause, whether such cause be a direct, indirect or merely a contributing factor in producing said loss, injury, damage or liability, except for any injury or damage arising out of the sole negligence of Landlord, its officers, agents or employees.

17. **Insurance.** Tenant shall obtain and maintain, at all times during the term of the Lease, the following types and minimum amounts of insurance from a financially solvent insurance carrier(s) authorized to provide insurance in the State of Arizona.

A. General Liability Insurance: an aircraft liability policy with an endorsement for premises liability, or a premises liability policy to cover the Airport with a minimum coverage of \$100,000 per person for injury or death of one person in any one occurrence; a minimum coverage of \$1,000,000 for the injury or death of more than one person in any one occurrence; and a minimum coverage of \$1,000,000 for damage to property of the Airport or others. Person(s) shall include Tenant, invitees, all employees of Landlord, and other users on the Airport.

B. A copy of the policy or a Certificate of Insurance shall be delivered to the Airport. Landlord, its officers, employees and agents shall be a named additional insured on the policy. The policy shall provide at least thirty (30) days prior written notice to Airport of any material change, cancellation, non-renewal, or other conditions adverse to the interest of the Airport. Policy shall be primary, with any insurance carried by the Airport to be construed as secondary or excess insurance.

C. The cancellation or other termination of any insurance policy issued in compliance with this lease shall automatically and immediately terminate this Lease, unless another policy has been furnished and approved by Landlord, and shall be in effect at the time of such cancellation or termination.

D. Tenant understands that the receipt of any required insurance certificate(s) by the Airport does not constitute agreement that the insurance requirements of this Lease have been met. Failure of the Airport to obtain certificate(s) or other evidence of insurance from Tenant shall not be deemed a waiver by the Airport. Nonconforming insurance shall not relieve Tenant from its obligation to provide insurance specified herein.

E. Non-fulfillment of the insurance conditions herein shall constitute a material breach of this Lease, and Landlord retains the right to immediately terminate this Lease in Landlord's sole discretion.

18. **Quiet Enjoyment.**

A. **Quiet Enjoyment.** Subject to all of the conditions, terms, and provisions contained in this Lease, Landlord covenants

that Tenant, upon paying the Monthly Rent, any Additional Rent, and any additional payments or charges due, and observing and keeping all terms, covenants, agreements, limitations, and conditions hereof on its part to be kept, shall quietly have and enjoy the Premises during the term hereof, without hindrance or molestation by Landlord.

B. Construction Activities. Tenant acknowledges and understands that construction activities may be undertaken by Landlord from time to time at the Airport as part of its further develop and that such activity, if and when it occurs, may generate a certain amount of noise or temporary inconvenience.

19. **Subletting & Assignment.** Except when meeting the conditions of Section 19.A and the related Attachment E of this Lease, Tenant shall not assign, sublease or otherwise transfer the leasehold interest in the Premises.

A. Use by Temporary Subtenant. If Tenant will not have need to use the Premises for the storage of Tenant's Designated Aircraft for a fixed period of time due to Tenant temporarily residing outside of the Phoenix metropolitan area, Tenant may enter into a temporary sublease arrangement with a Temporary Subtenant subject to the express written consent of the Airport Manager, acting on behalf of Landlord, which may be given or withheld in the sole discretion of the Airport Manager. Such temporary sublease arrangement shall be subject to the following terms and conditions:

(1) Tenant may enter into such an arrangement only once during a 12-month period and only for a maximum sublease term of 6 calendar months.

(2) The rental rate paid to Landlord for use of the Premises during any period that the Temporary Sublease is in effect will be 1.5 times the rate otherwise paid by Tenant as rent.

(3) Tenant and Temporary Subtenant shall fully and accurately complete the information set out in Attachment D and submit the same to the Airport Manager for his/her written consent to the sublease *prior* to the commencement of the term of the Temporary Sublease.

20. **Unresolved Disputes.** Any grievance or complaint arising from the Lease that Tenant may have will first be resolved in discussion with the Airport Manager. Disputes unresolved at that level shall be resolved by the Chandler Transportation & Development Director or his designee in accordance with the Landlord's appeal procedures describe in the City Code. While this paragraph confirms existing administrative practice, nothing herein is intended to grant Tenant any right to an administrative hearing, or to provide any right to a hearing prior to termination for nonpayment of rent.

21. **Cancellation, Termination or Non-renewal of Lease Term.**

A. Termination or Non-Renewal without Cause. Landlord or Tenant may terminate this Lease or not renew this Lease for an additional successive Term without cause upon thirty (30) days prior written notice to the other Party.

B. Termination for Cause. Upon the occurrence of an event of default set forth in Section 22 below, Landlord may terminate this Lease as of the date of such default. Landlord's right to terminate for cause is in addition to any other remedies provided to Landlord, either under applicable law or pursuant to Section 23 of this Lease.

C. Cancellation of Lease.

(1) This Lease automatically expires or is deemed cancelled upon the death of Tenant; the surviving spouse, heirs, or estate of the Tenant shall be allowed a reasonable period of time, not to exceed six (6) months, solely to arrange for the removal of Designated Aircraft and other personal property items and to otherwise vacate the Premises, provided that all rent is kept current during this period, but shall not otherwise be allowed use of the Premises.

(2) A spouse or heir of the Tenant may retain control of the Premises through this Lease only if the relationship is an immediate family member of the Tenant. Immediate family shall be defined as a spouse, child by blood, adoption or marriage. A parent, sibling, grandparent or grandchild may also retain control of the Premises through this Lease only if that individual is also listed as a co-owner of the aircraft at the time of Tenant death. An individual meeting these criteria then may become the Tenant of the Lease provided all other conditions of the Lease are met and a new Lease is signed.

(3) If Tenant sells or otherwise disposes of Tenant's Designated Aircraft, and provided that all rent is kept current, Tenant shall be allowed a reasonable period of time, not to exceed six (6) months, to acquire a new Designated Aircraft. This Lease shall automatically expire or be deemed cancelled if a new Designated Aircraft for storage in the Premises is not acquired within this period and registered with the Airport Manager.

(4) This Lease is subject to cancellation by Landlord upon direction of the Chandler City Council pursuant to Section 38-511, Arizona Revised Statutes.

D. Surrender. Upon the expiration, cancellation, termination or non-renewal of the Term of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord all of the Premises broom-clean and free of occupants, and shall repair all damage to the Premises caused by or resulting from the removal of any removable property of Tenant or an Authorized User, normal wear and tear excepted. Any property of Tenant or any Authorized User which shall remain on the Premises after the expiration of the

Term hereof or sooner termination thereof shall be deemed to have been abandoned, and may either be retained by Landlord as its property or disposed of in such manner as Landlord may see fit. If such property or any part thereof shall be sold, Landlord shall receive and retain the proceeds of such sale. Tenant shall be liable to Landlord for any and all costs of removal and the repair of any and all damages caused thereby in excess of any proceeds received by Landlord from any sale of Tenant's property pursuant to this provision.

E. If this Lease is terminated or not renewed by the Landlord, the Tenant is not prohibited from continued use of the Airport common areas; or from other leases on the Airport after a one (1) month waiting period for curable defaults or without cause non-renewals, or for six (6) months for non-curable defaults.

22. **Default By Tenant.**

A. **Event of Defaults.** The happening of any one of the following events (each, an "Event of Default") shall be considered a material breach and default by Tenant under this Lease:

(1) **Monetary Default.** If default shall be made in the due and punctual payment of any monthly rent, additional rent or additional payments or charges within ten (10) days after written notice thereof to Tenant; or

(2) **Non-curable Default.** A violation by Tenant of the provisions in Sections 12A.(3), Section 6.5 of the Airport Rules and Regulations, 2011 and the equivalent section of any subsequent amendments to the Rules and Regulations, 12.A(5), 12.A(7), 12(C)1, 14, 17E., or 19 is deemed non-curable and constitutes an immediate Event of Default of this Lease; or

(3) **Curable Default.** If a violation shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions set forth in this Lease other than those referred to in the foregoing Subsection 22A.(1) and (2), and such violation shall continue for a period of either fourteen (14) days after written notice thereof from the Airport Manager to Tenant, or for such time as may be specified by the Airport Manager in such written notice, the violation shall constitute an Event of Default. Notice of three (3) or more violations within a rolling twelve (12) month period, whether such violations are cured or not, shall be grounds for the Landlord to not renew the Term of this Lease at the start of the next monthly period after thirty (30) days written notice. Notice of two (2) violations of the same type within a rolling twelve (12) month period, whether such violations are cured or not, shall be grounds for the Landlord to not renew the Term of this Lease at the start of the next monthly period after thirty (30) days written notice; or

(4) **Bankruptcy, Voluntary.** If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state, or other statute, law or regulation, or if Tenant shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or shall make any general assignment for the benefit of creditors; or

(5) **Bankruptcy, Involuntary.** If a petition shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation, and shall remain undismissed or unstayed for ninety (90) days, or if any trustee, receiver or liquidator of Tenant, or of all or substantial part of Tenant's properties, shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated and unstayed for ninety (90) days.

23. **Remedies Cumulative.** In the Event of Default, Landlord, in addition to any and all other rights, shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach as though reentry, summary proceedings, and other remedies were provided for in this Lease.

24. **Subordination Clause.** This Lease shall be subordinate to the provisions on any existing or future agreement between the Landlord and the United States or the State of Arizona relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Arizona.

25. **Non-Discrimination.** Pursuant to Title VI of the Civil Rights Act of 1964, Tenant agrees Tenant does not discriminate on the grounds of race, creed, sex, age, handicap, color, or national origin, and will not permit discrimination against any person or groups of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations. Landlord reserves the right to take such action as the United States may direct to enforce the provisions of this covenant, or as it may find necessary.

26. **Notices.** Notices provided for in this lease shall be sufficient if sent by certified, registered, or regular United States mail, postage pre-paid. Notices by e-mail or any other means are not acceptable unless the Airport Manager and Tenant both concur. Notification of any change in the address shall be the responsibility of each party.

To Landlord: City of Chandler
c/o Airport Manager
Chandler Municipal Airport

Mail Stop 802, P. O. Box 4008
Chandler, Arizona 85244-4008

To Tenant:

27. **General Provisions.**

A. Definitions of Terms. All definitions contained Chandler Airport Rules and Regulations, Chapter 8 of the Chandler City Code, or the Federal Aviation Act of 1958 and in any later amendments to any of such documents, shall be considered as included herein. If there is any conflict or inconsistency between the definitions set out in any of the above stated documents and those set out in this Lease, the latter shall prevail.

B. Entire Agreement. This document contains the entire agreement between the parties hereto, and no term or provision hereof may be changed, waived, discharged or terminated unless the same is in writing executed by both parties hereto.

C. Applicable Law. Arizona law shall govern the construction, performance and enforcement of this Lease.

D. Time of the Essence. Time shall be of the essence in the performance of every term, covenant and condition of this Lease.

E. Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

F. Writing. Any and all approvals, consents, or notices called for in this Lease shall be in writing.

G. Binding Effect. All the covenants, stipulations and agreements in this Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

H. Severability. In the event that any covenant, condition, or provision contained in this Lease 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 any such covenant, condition or provision does not materially prejudice either Landlord or Tenant in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

TENANT REPRESENTS THAT IT HAS CAREFULLY REVIEWED THE TERMS AND CONDITIONS OF THIS LEASE AND IS FAMILIAR WITH SUCH TERMS AND CONDITIONS AND AGREES TO FULLY COMPLY WITH THE SAME. TENANT FURTHER ACKNOWLEDGES THAT THIS LEASE IS A LEGAL AND BINDING CONTRACT.

LANDLORD:

TENANT:

By: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A
BASIC TENANT INFORMATION
(Continued)

FOR AIRPORT OFFICE USE ONLY

Actual date of occupancy: _____

First full month: _____

Deposit: _____ Monthly Rent: _____

Key number(s): _____

Account number: _____

Notes: _____

Airport Staff Initials _____ Date _____

**ATTACHMENT B
AUTHORIZED USERS OF PREMISES**

The following individuals will be considered Authorized Users of the Premises, and not a TENANT of the Premises. TENANT must certify all individuals listed below by signature and date. These Authorized Users do not have the same rights, privileges, obligations, or authorities as the TENANT, and do not have rights of survivorship. The TENANT is responsible for the Authorized Users complying with all the applicable terms of this lease.

Premises: _____

Authorized Users:

Name: _____

Signature: _____ Date: _____

Address: _____

City _____ State _____ Zip _____

Phone Numbers - Home: _____ Cell: _____

Tenant certifies above listed individual is an Authorized User:

Signature _____ *Date* _____

This Authorized User removed from this lease:

Signature _____ *Date* _____

Name: _____

Signature: _____ Date: _____

Address: _____

City _____ State _____ Zip _____

Phone Numbers - Home: _____ Cell: _____

Tenant certifies above listed individual is an Authorized User:

Signature _____ *Date* _____

This Authorized User removed from this lease:

Signature _____ *Date* _____

ATTACHMENT B
AUTHORIZED USERS OF PREMISES
(Continued)

Name: _____

Signature: _____ Date: _____

Address: _____

City _____ State _____ Zip _____

Phone Numbers - Home: _____ Cell: _____

Tenant certifies above listed individual is an Authorized User:

Signature _____ *Date*

This Authorized User removed from this lease:

Signature _____ *Date*

Name: _____

Signature: _____ Date: _____

Address: _____

City _____ State _____ Zip _____

Phone Numbers - Home: _____ Cell: _____

Tenant certifies above listed individual is an Authorized User:

Signature _____ *Date*

This Authorized User removed from this lease:

Signature _____ *Date*

**ATTACHMENT C
CO-TENANTS & AUTHORIZED AGENTS**

The following individuals will be considered as Co-Tenants or Authorized Agents. Tenant must certify all individuals listed below by signature and date. Co-tenants may be listed only at the commencement of this Lease. Authorized Agents may be added or delisted as necessary through the term of this Lease.

CO-TENANTS:

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone No. _____ Email Address: _____

Tenant certifies above listed individual is a Co-tenant:

Tenant Signature _____ *Date* _____

Co-tenant removed from this lease:

Tenant Signature _____ *Date* _____

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone No. _____ Email Address: _____

Tenant certifies above listed individual is a Co-tenant:

Tenant Signature _____ *Date* _____

Co-tenant removed from this lease:

Tenant Signature _____ *Date* _____

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone No. _____ Email Address: _____

Tenant certifies above listed individual is a Co-tenant:

Tenant Signature _____ *Date* _____

Co-tenant removed from this lease:

Tenant Signature _____ *Date* _____

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone No. _____ Email Address: _____

Tenant certifies above listed individual is a Co-tenant:

Tenant Signature _____ *Date* _____

Co-tenant removed from this lease:

Tenant Signature _____ *Date* _____

ATTACHMENT C
CO-TENANTS & AUTHORIZED AGENTS
(Continued)

AUTHORIZED AGENTS:

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone No. _____ Email Address: _____

Tenant certifies above listed individual is an Authorized Agent:

Tenant Signature _____ *Date* _____

Authorized Agent removed from this lease:

Tenant Signature _____ *Date* _____

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone No. _____ Email Address: _____

Tenant certifies above listed individual is an Authorized Agent:

Tenant Signature _____ *Date* _____

Authorized Agent removed from this lease:

Tenant Signature _____ *Date* _____

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone No. _____ Email Address: _____

Tenant certifies above listed individual is an Authorized Agent:

Tenant Signature _____ *Date* _____

Authorized Agent removed from this lease:

Tenant Signature _____ *Date* _____

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone No. _____ Email Address: _____

Tenant certifies above listed individual is an Authorized Agent:

Tenant Signature _____ *Date* _____

Authorized Agent removed from this lease:

Tenant Signature _____ *Date* _____

DRAFT

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