

Meeting Date
July 12, 2016



AGENDA	
Section	Consent
Item No.	II. A. 16

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval of Large Hangar Lease Agreement and Resolution authorizing the County Manager or Designee to execute BOARD approved Hangar lease agreements.
DEPT/OFFICE:	VALKARIA AIRPORT

Requested Action:
 It is requested that the Board of County Commissioners adopt a Resolution approving the attached Large Hangar Lease Agreement, authorizing the County manager or designee to execute BOARD-approved hangar lease agreements, ratifying all current lease agreements, and providing for an effective date.

Summary Explanation & Background:
 The current BOARD-approved T-Hangar lease agreements include electric power, paid by the Airport. The average monthly electric bill for a Standard T-Hangar is less than \$5.00 per month. Additionally approximately 20 T-Hangars are on one meter.
 The two (2) existing "Large" stand alone hangars are on there own separate meters and are averaging \$130.00 per month, with peak electric bills as high as \$275.00 per month. The large hangars' electric bills are higher as one is used for an aircraft maintance business and the other stores multiple aircraft in addition to holding numerous revenue producing Special Events and various Club meetings.
 The attached Large Hangar lease agreement has substantially the same content as other approved hangar lease agreements except that the Tenant pays for electric power consumption.
 Fiscal Impact: No County impact.

Clerk to the Board instruction:

Exhibits Attached: None
 Large Hangar Lease agreement and Resolution

Contract /Agreement (If attached): Reviewed by County Attorney		Yes		No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Deputy County Manager		Department Director / Extension				
Stockton Whitten	Assistant County Manager		Steve Borowski, Airport Manager		PH. 952-4590		
	N/A						
	N/A						



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 13, 2016

MEMORANDUM

TO: Steve Borowski, Valkaria Airport Manager

RE: Item II.A.16., Approval of Resolution and Large Hangar Lease Agreement, and Authorizing the County Manager or Designee to Execute Board Approved Hangar Lease Agreements

The Board of Commissioners, in regular session on July 12, 2016, adopted Resolution No. 16-099, approving the large hangar Lease Agreement; and authorized the County Manager, or his designee, to execute Board-approved hangar lease agreements, ratifying all current lease agreements, and providing for an effective date. Enclosed is a certified Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encl. (1)

RESOLUTION NO. 2016- 099

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AUTHORIZING THE COUNTY MANAGER OR DESIGNEE TO EXECUTE BOARD-APPROVED HANGAR LEASE AGREEMENTS; RATIFYING ALL CURRENT BOARD-APPROVED HANGAR LEASE AGREEMENTS; APPROVING ATTACHED LARGE HANGAR LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 19, 2009, the Board of County Commissioners approved a lease agreement for hangar leases in the Valkaria Airport Hangar A, B, and C buildings, said agreement is attached as Exhibit "A"; and

WHEREAS, pursuant to Section 125.35, Florida Statutes, the Board of County Commissioners is authorized to negotiate the lease of an airport facility; and

WHEREAS, on May 19, 2009, the Board approved the Rates and Charges Adjustment Plan, which contains the rates for hangar leases; and

WHEREAS, the Board desires to authorize the County Manager or designee to execute Board-approved hangar lease agreements; and

WHEREAS, the Board desires to ratify all current Board-approved hangar lease agreements; and

WHEREAS, the Board of County Commissioners desires to approve the large hangar lease agreement, attached herein as Exhibit "B";

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, THAT:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. The County Manager or designee is authorized to execute Board-approved hangar lease agreements.
3. All current Board-approved hangar lease agreements are ratified.
4. The Board approves the large hangar lease agreement which is attached herein as Exhibit "B".
5. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED AND ADOPTED this 12 day of July, 2016.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 

Jim Barfield, Chairman

As approved by the Board on July 12, 2016.

HANGAR LEASE AGREEMENT
VALKARIA AIRPORT

This LEASE AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as the owner, sponsor and governing body for Valkaria Airport, hereinafter referred to as "LANDLORD" or "COUNTY" and _____, hereinafter referred to as "TENANT," having the following _____ mailing _____ address:

WITNESSETH:

WHEREAS, Brevard County is the owner of certain improved real property located at the Valkaria Airport in the County of Brevard, State of Florida; and,

WHEREAS, Brevard county has agreed to lease such property to the TENANT subject to the terms and conditions set forth in this lease agreement; and,

WHEREAS, the TENANT desires to lease said property from Brevard County;

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

I. TERM OF LEASE AND RENTAL RATES

A. The TENANT hereby rents Hangar Number _____ (the "Premises") at Valkaria Airport for the term beginning on the first day of _____, 20____, and ending on the last day of _____, 20____, both dates inclusive, at the Base Rent rate of \$ _____ per month, plus applicable sales tax, due and payable on the first day of each month during the term of this lease.

B. At the conclusion of the term set forth in the preceding paragraph, this lease shall continue on a month-to-month basis, with the same terms, conditions, covenants and stipulations herein set forth. The TENANT may terminate such month-to-month tenancy by providing thirty (30) days written notice of termination to the LANDLORD.

C. Beginning in 2012, the base rent shall be adjusted annually. For purposes of this Lease, the LANDLORD and the TENANT recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index (CPI) published by the Federal Government. The capitalized terms used herein are defined below. Effective on each Adjustment Date, Base Rent shall be increased (or decreased) in the same proportion as the CPI. The increases will be calculated as follows: (i) subtract one point zero (1.0) from a fraction, the numerator of which shall be the Variable Index, and the denominator of which shall be the Base Index; then (ii)



multiply the result obtained in (i) above by the Base Rent immediately prior to the Adjustment Date. Notwithstanding the foregoing, in no event shall the new Base Rent be less than the initial Base Rent established in paragraph I.A. above. In applying the foregoing formula for Base Rent adjustments, the following terms shall have the following meaning:

“Adjustment Date” shall mean the first day of each October, beginning on October 1, 2012 and each year thereafter so long as this Lease shall remain in effect.

“Base Index” shall mean the CPI for the month of June in the year prior to the then current Adjustment Date. For example, for the first adjustment date (October 1, 2012), the Base Index shall mean the CPI for the month of June 2011.

“CPI” shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S.A. Area, 1982-1984 = 100, as published by the Bureau of Labor Statistics, United States Department of Labor (U.S. City Average). If such index is discontinued, CPI shall then mean the most nearly comparable index published by the Bureau of Labor Statistics or other official agency of the United States Government as determined by the LANDLORD.

“Variable Index” shall mean the CPI for the month of June prior to the then current Adjustment Date. For example, for the first adjustment date (October 1, 2012), the Variable Index shall mean the CPI for the month of June 2012.

D. The TENANT agrees to pay the first and the last month’s rent prior to taking possession of the Premises.

E. Rental payments shall be considered delinquent after the 1st of each month, and shall constitute a default if not paid by the 5th of each month. A service charge of \$50.00 will be assessed if payment of the rent is not received by the 5th of each month.

II. OBLIGATIONS OF TENANT

A. The TENANT agrees to promptly notify the LANDLORD in writing of any changes to the address or phone number of TENANT that may occur during the term of this lease agreement.

B. The TENANT agrees and covenants that the Premises will not be assigned or sublet to another party.

C. The TENANT hereby covenants that he or she has an ownership or contractual interest in the stored aircraft, and agrees that the leased Premises shall be used for the storage of aircraft. Except for the TENANT’S private motor vehicle while the above listed aircraft is in use, vehicles or other non-aviation equipment such as boats,

trailers, furniture, appliances, lawnmowers, etc., may not be stored in the leased Premises.

D. The TENANT hereby covenants and agrees to maintain the leased Premises in a clean and orderly manner.

E. The TENANT will notify the LANDLORD of any damage to the Premises, and when that damage is the fault of the TENANT, the TENANT will reimburse the LANDLORD for the cost of repairs.

III. INSURANCE

A. The TENANT hereby covenants that he has, and will maintain in force and effect, General Liability Insurance in the amount of ONE MILLION (\$1,000,000.00) DOLLARS or greater. The TENANT shall provide a valid Certificate of Insurance ("COI") to the LANDLORD demonstrating that the aforementioned insurance requirements have been met prior to the Lease becoming effective, during the annual hangar inspection, and whenever there has been any change in insurance, such as modifying coverage or a change in the insurance provider. The COI(s) shall indicate that the policy has been endorsed to cover the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as an additional insured. Additionally, upon any policy cancellation or modification, the insurer shall send a written notice to the LANDLORD with 30 days.

B. The insurance coverage enumerated above constitutes the minimum requirement and shall in no way lessen or limit the liability of the TENANT under the terms of this lease.

IV. INDEMNIFICATION

A. The TENANT shall indemnify the LANDLORD and hold the LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the leased Premises by the TENANT.

B. Neither the LANDLORD nor its employees or agents shall be responsible or liable for any damage or loss from any cause whatsoever to any property of the TENANT stored, installed or located upon the leased Premises described in this lease; except that the LANDLORD may be liable for any damage or loss to TENANT'S property directly caused by the negligence of the LANDLORD, its employees or agents. Nothing herein shall be construed as a waiver of the provisions of section 768.28, Florida Statutes.

V. GENERAL PROVISIONS

A. The LANDLORD, or its representatives, shall have the right to enter the Premises at any reasonable hour for the purpose of examining the same, making repairs to the leased property, or for any other lawful purpose. The LANDLORD, or representatives, will inspect the leased Premises and its contents at least once per year. The TENANT will supply the LANDLORD with a key for entry into the hangar.

B. The TENANT will not make alterations of any kind to the leased Premises without the advance written authorization of the Airport Manager.

C. The leased Premises may be used for the assembly of experimental or "homebuilt" aircraft as long as construction or repairs are conducted within applicable Federal Aviation Regulations and the then-current Valkaria Airport Rules and Regulations.

D. The TENANT covenants and agrees to comply with all applicable Federal, State and County rules, laws and ordinances as well as the Valkaria Airport Rules and Regulations that are presently in force or that subsequently may be enacted with respect to the operation of TENANT'S aircraft and use of the leased Premises at Valkaria Airport.

E. The TENANT covenants and agrees to return said Premises to the LANDLORD at the expiration of this lease in good condition and repair as when first received, except for natural wear and tear, damage by storm, fire, or other casualty for which the TENANT is not liable.

G. Electric power will be provided to the leased Premises for lighting and the use of electric tools or small appliances. The use of this power source for air-conditioners, large appliances or other heavy equipment is prohibited.

VI. TERMINATION

A. The LANDLORD may terminate this lease agreement for cause by giving thirty (30) days written notice of termination. For the purpose of this provision, cause is defined as follows:

1. Failure of the TENANT to comply with any of the terms or conditions of this agreement.

2. Failure of the TENANT to comply with any applicable Federal, State, or County laws, rules and ordinances or the Valkaria Airport Rules and Regulations in utilizing the TENANT'S aircraft and the leased Premises at Valkaria Airport.

B. The LANDLORD may terminate this lease agreement if the TENANT is in default of the requirement to pay rent as defined in Paragraph I-E.

C. Should the leased premises be destroyed or so damaged by fire, act of God, public enemy, accident, vandalism or casualty as to be untenable, this lease will be terminated from the date of such occurrence.

D. This lease may be terminated by the LANDLORD, if the TENANT shall die, become insolvent or bankrupt, or make an assignment for the benefit of his creditors.

VII. MISCELLANEOUS PROVISIONS

A. This lease shall be subordinate to the provisions of any existing or future agreement between the LANDLORD and the United States of America, relative to said Airport property and the operation and maintenance of the Airport.

B. Notice to the LANDLORD shall be sent to the Airport Manager, Valkaria Airport, 2865 Greenbrooke Street, Valkaria, FL 32950, and notices sent to the TENANT shall be sent to the address contained in this lease unless changed by the TENANT under the terms of this agreement listed in Paragraph II-A.

C. It is the intention of both parties hereto that the provisions of this lease shall be severable in respect to a declaration of invalidity of any provision hereto.

D. In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.

E. Tenant has received, read, understood and agrees to abide by the Valkaria Airport Rules and Regulations contained in Brevard County Policies. _____
(Tenant Initials).

VIII. LEASE CLAUSES REQUIRED BY FAA

A. **Nondiscrimination:** The tenant for himself, his 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.

B. 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 hereinafter 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 hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

C. Property Rights Reserved: This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Valkaria Airport.

D. Exclusive Rights: Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
"LANDLORD":

By: _____
Manager, Valkaria Airport

WITNESS

TENANT
By: _____
Print Name: _____

X

Meeting Date
July 12, 2016



AGENDA	
Section	Consent
Item No.	

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval of Large Hangar Lease Agreement and Resolution authorizing the County Manager or Designee to execute BOARD approved Hangar lease agreements.
DEPT/OFFICE:	VALKARIA AIRPORT

Requested Action:
 It is requested that the Board of County Commissioners approve a Large Hangar lease agreement, and Resolution authorizing the County manager or Designee to execute BOARD approved hangar lease agreements; ratifying all current lease agreements and providing for an effective date.

Summary Explanation & Background:
 The current BOARD approved T-Hangar lease agreements include electric power, paid by the Airport. The average monthly electric bill for a Standard T-Hangar is less than \$5.00 per month. Additionally approximately 20 T-Hangars are on one meter.
 The two (2) existing "Large" stand alone hangars are on there own separate meters and are averaging \$130.00 per month, with peak electric bills as high as \$275.00 per month. Large hangars are higher as one is used for an aircraft maintance business and the other stories multiple aircraft in addition to holding numerous revenue producing Special Events and various Club meetings.
 The attached Large Hangar lease agreement has the same content as other approved hangar lease agreements except that the Tenant pays for electric power consumption.
 Fiscal Impact: No County impact.

Clerk to the Board instruction:

Exhibits Attached: None
 Large Hangar Lease agreement and Resolution

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes X		No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Deputy County Manager		Department Director / Extension				
Stockton Whitten	Assistant County Manager		Steve Borowski, Airport Manager		PH. 952-4590		
	N/A						
	N/A						

LARGE HANGAR LEASE AGREEMENT
VALKARIA AIRPORT

This LEASE AGREEMENT, made and entered into this _____, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as the owner, sponsor and governing body for Valkaria Airport, hereinafter referred to as "LANDLORD" or "COUNTY" and _____, hereinafter referred to as "TENANT," having the following mailing address: _____.

WITNESSETH:

WHEREAS, Brevard County is the owner of certain improved real property located at the Valkaria Airport in the County of Brevard, State of Florida; and,

WHEREAS, Brevard County has agreed to lease such property to the TENANT subject to the terms and conditions set forth in this lease agreement; and,

WHEREAS, the TENANT desires to lease said property from Brevard County;

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

I. TERM OF LEASE AND RENTAL RATES

A. The TENANT hereby rents Large Hangar Number _____ (the "Premises") at Valkaria Airport for the term beginning on the _____, and ending on the _____, both dates inclusive, at the Base Rent rate of \$1,022.00 per month, plus applicable sales tax (currently 6.5%), due and payable on the first day of each month during the term of this lease. If the term of this Lease Agreement commences on any day other than the first of the month, the TENANT shall pay in advance pro-rata rent for the first month. Pro-rata rent shall be the number of days from the commencement date of this Lease Agreement to the end of the month, multiplied by the daily rental charge, plus applicable sales tax. The daily rental charge shall be the Base Rent divided by the number of days in the applicable month.

B. At the conclusion of the term set forth in the preceding paragraph, this lease shall continue on a month-to-month basis, with the same terms, conditions, covenants and stipulations herein set forth. Either party may terminate such month-to-month tenancy by providing thirty (30) days written notice of termination to the other party.

C. Beginning in 2017, the base rent shall be adjusted annually. For purposes of this Lease, the LANDLORD and the TENANT recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index (CPI) published by the Federal Government. The capitalized terms used herein are defined below. Effective on each Adjustment Date, Base Rent shall be increased (or

decreased) in the same proportion as the CPI. The increases will be calculated as follows: (i) subtract one point zero (1.0) from a fraction, the numerator of which shall be the Variable Index, and the denominator of which shall be the Base Index; then (ii) multiply the result obtained in (i) above by the Base Rent immediately prior to the Adjustment Date. Notwithstanding the foregoing, in no event shall the new Base Rent be less than the initial Base Rent established in paragraph I.A. above. In applying the foregoing formula for Base Rent adjustments, the following terms shall have the following meaning:

“Adjustment Date” shall mean the first day of each October, beginning on October 1, 2017 and each year thereafter so long as this Lease shall remain in effect.

“Base Index” shall mean the CPI for the month of June in the year prior to the then current Adjustment Date. For example, for the first adjustment date (October 1, 2017), the Base Index shall mean the CPI for the month of June 2016.

“CPI” shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S.A. Area, 1982-1984 = 100, as published by the Bureau of Labor Statistics, United States Department of Labor (U.S. City Average). If such index is discontinued, CPI shall then mean the most nearly comparable index published by the Bureau of Labor Statistics or other official agency of the United States Government as determined by the LANDLORD.

“Variable Index” shall mean the CPI for the month of June prior to the then current Adjustment Date. For example, for the first adjustment date (October 1, 2017), the Variable Index shall mean the CPI for the month of June 2017.

D. The TENANT agrees to pay the first and the last month’s rent prior to taking possession of the Premises.

E. Rental payments shall be considered delinquent after the 1st of each month, and shall constitute a default if not paid by the 5th of each month. A service charge of \$50.00 will be assessed if payment of the rent is not received by the 5th of each month.

II. OBLIGATIONS OF TENANT

A. The TENANT agrees to promptly notify the LANDLORD in writing of any changes to the address or phone number of TENANT that may occur during the term of this lease agreement.

B. The TENANT agrees and covenants that the Premises will not be assigned or sublet to another party.

C. The TENANT hereby covenants that he or she has an ownership or contractual interest in the stored aircraft, and agrees that the leased Premises shall be

solely used for the storage of aircraft. Except for the TENANT'S private motor vehicle while the above listed aircraft is in use, vehicles or other non-aviation equipment such as boats, trailers, furniture, appliances, lawnmowers, etc., may not be stored in the leased Premises.

D. The TENANT hereby covenants and agrees to maintain the leased Premises in a clean and orderly manner.

E. The TENANT will notify the LANDLORD of any damage to the Premises, and when that damage is the fault of the TENANT, the TENANT will reimburse the LANDLORD for the cost of repairs.

F. The TENANT shall be responsible for obtaining electrical service, and paying all bills for utility services rendered to it on or before the date due in accordance with the payment instructions contained in such bills; provided, however, that if any utilities are furnished to the TENANT through LANDLORD'S meters, the TENANT shall reimburse the LANDLORD for the cost of such utilities upon demand.

III. INSURANCE

A. The TENANT hereby covenants that he has, and will maintain in force and effect, General Liability Insurance in the amount of ONE MILLION (\$1,000,000.00) DOLLARS or greater. The TENANT shall provide a valid Certificate of Insurance ("COI") to the LANDLORD demonstrating that the aforementioned insurance requirements have been met prior to the Lease becoming effective, during the annual hangar inspection, and whenever there has been any change in insurance, such as modifying coverage or a change in the insurance provider. The COI(s) shall indicate that the policy has been endorsed to cover the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as an additional insured. Additionally, upon any policy cancellation or modification, the insurer shall send a written notice to the LANDLORD with 30 days.

B. The insurance coverage enumerated above constitutes the minimum requirement and shall in no way lessen or limit the liability of the TENANT under the terms of this lease.

IV. INDEMNIFICATION

A. The TENANT shall indemnify the LANDLORD and hold the LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the leased Premises by the TENANT.

B. Neither the LANDLORD nor its employees or agents shall be responsible or liable for any damage or loss from any cause whatsoever to any property of the

TENANT stored, installed or located upon the leased Premises described in this lease; except that the LANDLORD may be liable for any damage or loss to TENANT'S property directly caused by the negligence of the LANDLORD, its employees or agents. Nothing herein shall be construed as a waiver of the provisions of section 768.28, Florida Statutes.

V. GENERAL PROVISIONS

A. The LANDLORD, or its representatives, shall have the right to enter the Premises at any reasonable hour for the purpose of examining the same, making repairs to the leased property, or for any other lawful purpose. The LANDLORD, or representatives, will inspect the leased Premises and its contents at least once per year. The TENANT will supply the LANDLORD with a key for entry into the hangar.

B. The TENANT will not make alterations of any kind to the leased Premises without the advance written authorization of the Airport Manager.

C. The leased Premises may be used for the assembly of experimental or "homebuilt" aircraft as long as construction or repairs are conducted within applicable Federal Aviation Regulations and the then-current Valkaria Airport Rules and Regulations.

D. The TENANT covenants and agrees to comply with all applicable Federal, State and County rules, laws and ordinances as well as the Valkaria Airport Rules and Regulations that are presently in force or that subsequently may be enacted with respect to the operation of TENANT'S aircraft and use of the leased Premises at Valkaria Airport.

E. The TENANT covenants and agrees to return said Premises to the LANDLORD at the expiration of this lease in good condition and repair as when first received, except for natural wear and tear, damage by storm, fire, or other casualty for which the TENANT is not liable.

VI. TERMINATION

A. The LANDLORD may terminate this lease agreement for cause by giving thirty (30) days written notice of termination. For the purpose of this provision, cause is defined as follows:

1. Failure of the TENANT to comply with any of the terms or conditions of this agreement.
2. Failure of the TENANT to comply with any applicable Federal, State, or County laws, rules and ordinances or the Valkaria Airport Rules and Regulations in utilizing the TENANT'S aircraft and the leased Premises at Valkaria Airport.

B. The LANDLORD may terminate this lease agreement if the TENANT is in default of the requirement to pay rent as defined in Paragraph I-E.

C. Should the leased premises be destroyed or so damaged by fire, act of God, public enemy, accident, vandalism or casualty as to be untenable, this lease will be terminated from the date of such occurrence.

D. This lease may be terminated by the LANDLORD, if the TENANT shall die, become insolvent or bankrupt, or make an assignment for the benefit of his creditors.

VII. MISCELLANEOUS PROVISIONS

A. This lease shall be subordinate to the provisions of any existing or future agreement between the LANDLORD and the United States of America, relative to said Airport property and the operation and maintenance of the Airport.

B. Notice to the LANDLORD shall be sent to the Airport Manager, Valkaria Airport, 1 Pilot's Place, Valkaria, FL 32950, and notices sent to the TENANT shall be sent to the address contained in this lease unless changed by the TENANT under the terms of this agreement listed in Paragraph II-A.

C. It is the intention of both parties hereto that the provisions of this lease shall be severable in respect to a declaration of invalidity of any provision hereto.

D. In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.

E. **Tenant has received, read, understood and agrees to abide by the Valkaria Airport Rules and Regulations contained in Brevard County Policies.**
_____ (Tenant Initials).

F. Venue for any legal action brought by any party to this lease to interpret, construe or enforce this Lease shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

VIII. LEASE CLAUSES REQUIRED BY FAA

A. **Nondiscrimination:** The tenant for himself, his 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.

B. 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 hereinafter 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 hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

C. Property Rights Reserved: This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Valkaria Airport.

D. Exclusive Rights: Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
"LANDLORD":

By: _____
Manager, Valkaria Airport

WITNESS

TENANT

By: _____
Print Name: _____