



STANDARD HANGAR LEASE

THIS LEASE, made and entered into this _3/3/2022_, by and between AUBURN-LEWISTON MUNICIPAL AIRPORT, A quasi-municipal corporation authorized under the laws of the State of Maine, ("Airport") and James Scheller as Tenant.

WITNESSETH:

In consideration of mutual covenants and agreement hereinafter set forth, and the rent reserved by the Airport to be paid by Tenant, Airport hereby leases and demises unto Tenant, and Tenant hereby leases from Airport that certain real property situated in Androscoggin County, Maine, hereinafter described, at the rentals and upon the terms and conditions hereinafter set forth:

1. PREMISES:

The Lease Premises is located in a Hangar located on the west side of the Airport and identified as the FBO Hangar and identified in Exhibit A attached hereto and made a part of.

Tenant has had an opportunity to inspect the Premises and accepts them in an "as is" condition. Tenant shall provide Airport with a written list of any material defects in Premises with four (4) days after the commencement of the Lease. **No alterations to the Premises are permitted without Airport's written consent.**

2. TERM:

The lease begins on _____ and continues as a month-to-month tenancy from the 1st of the following month. To terminate tenancy the Airport or Tenant must give the other party a written 30-day minimum notice of Lease non-renewal. The Tenant may only terminate their Lease on the last day of any month and the Airport must receive a written notification of non-renewal at least 30 days prior to the last day of that month. If, after giving notice of termination, the Tenant holds over beyond the termination date for 1 – 15 days, the Tenant is responsible for payment for the 1st 15 days of the month. Should the Tenant hold over beyond the 15th day of the month, the Tenant is responsible for the entire month's rent.

3. RENT

The rent is based on the square footage of the space required for the storage of the Tenant's aircraft. The rent for the Lease term is ___144.9___, payable the first day of each month in advance except the initial month's rent which shall be prorated from the date of occupancy. Rental payments can be mailed to **Auburn-Lewiston Municipal Airport, 80 Airport Drive, Auburn, ME 04210.**

In the event Tenant fails to make timely payment of rent, fees, and charges due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, Tenant shall be liable for costs accrued by Airport to collect the untimely rent and interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the day payment is received by the Airport. The Airport shall not be prevented from terminating this Lease for default in payments of rents, fees, and charges due to the Airport pursuant to this Lease, or from enforcing any other provisions contained herein or implied by law.

Upon execution of this Lease, Tenant shall pay a non-interest bearing security deposit to the Airport in the amount of (Deposit paid on <<Move in date>>). Upon termination of this Lease the deposit will be refunded to the Tenant, provided Tenant is not in default of any Lease provisions. If Tenant is in default,

the deposit will be applied to cure the default plus any applicable administrative overhead incurred by Airport.

4. USE

Tenant agrees to use the Premises exclusively for the purpose of storage of Tenant's aircraft and routine maintenance or service of Tenant's aircraft, including the right to modify or assemble aircraft. Aircraft stored in the hangar must be owned by Tenant. Tenant must be in possession of aircraft at the time of the Lease or, if new purchase, obtain possession within 60 days. The aircraft owned by Tenant to be stored upon the Premises is identified as follows:

Aircraft Registration No.: N63445 Aircraft Make & Model Cirus 22

Aircraft Length: 28 Aircraft Width (Wingspan or Skids) 23

If Tenant obtains a substitute aircraft, Tenant shall provide Airport a written notice including the identification number, make and model of the substituted aircraft prior to storing the aircraft on the Premises.

No storing of non-aviation equipment or property other than Tenant's aircraft or servicing of aircraft other than Tenant's aircraft shall be permitted on the Premises without the prior written consent of the Airport. Tenant specifically understands and agrees that under no condition are hangar areas to be used for any commercial activity, including but not limited to, commercial aircraft assembly, general servicing for multiple aircraft, charter service, flying lessons, or aircraft leasing. NO maintenance or servicing of aircraft by third parties (other than Fixed Based Operations) for compensation shall be permitted. No painting of aircraft by Tenant or third parties is permitted. Tenant's vehicle may be parked on Premises if properly permitted. Use, storage, and disposal of any environmentally sensitive materials such as gasoline, oil, and paint shall be in accordance with Auburn-Lewiston Municipal Airport Rules and Regulations.

5. MAINTENANCE

Tenant agrees to keep its premises in a neat and clean condition in accordance with the Auburn-Lewiston Operating Rules and Regulations. General maintenance of hangar structure shall be performed by the Airport at the Airport's expense. Tenant shall be held responsible for any costs incurred by Airport for maintenance resulting from Tenant's negligence or abuse of said premises.

6. ASSINGMENT AND/OR SUBLETTING

Tenant shall not assign or sublet this Lease or any portion thereof to any third party.

Airport reserves the right and will, at its discretion, Lease available space within the Premises to offer transient customers hangar space. If the transient customer requires more than 72 hours of hangar space, the airport FBO will notify the Tenant to prevent overcrowding of Premises, as the additional aircraft could maximize the useful space in the Premise. The Airport is under no obligation to refund, reimburse, credit, or repay Tenant for any revenue otherwise afforded to the Airport for hangar rental.

Airport is required to make an assertive effort to ensure Tenant is informed of any situation regarding the Premise. Tenant is required to notify the Airport if the Tenant's aircraft will be removed from the Premise more than 30 days.

7. CASUALTY

In the event the Premises or a portion thereof are rendered untenable by fire or other casualty (including windstorm, or hurricane), Airport shall have the option of terminating this Lease or rebuilding the Premises, and in the event of such casualty, written notice of the election by Airport shall be given to Tenant within thirty days after the occurrence of such casualty.

8. INSURANCE

Tenant agrees to carry at its expense Aircraft Liability insurance including Premises coverage during the term hereof, with terms and company satisfactory to Airport, for limits of not less than \$1,000,000.00 per occurrence for Bodily Injury or Property Damage Liability. The Auburn-Lewiston Municipal Airport Board of Directors, its officers, agents, and employees must be named as additional insureds.

As to any policy to be carried by tenant hereunder, said policy shall provide that Airport and Tenant shall be given a minimum of 30-days written notice by the insurance company prior to cancellation, termination, or material change in such insurance. As to any policy to be carried by Tenant hereunder, Tenant shall provide Airport with copies of policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

9. INDEMNIFICATION

Tenant agrees to protect, defend, reimburse, indemnify and hold Airport, its agents, employees, elected/appointed official and each of them, harmless from against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to persons (including loss of life) or property which may arise or be claimed to have arisen as a result of in connection with, or in any way related to the Tenant's ownership, or not occurring or resulting in damage or injury within the Premises. The obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made, This indemnification shall survive the termination of the Lease Agreement for any event occurring during the lease term, The indemnification shall not extend to the liability of the Airport for their own negligent acts arising out of Tenant's ownership, maintenance and use of the above-described aircraft or the Tenant's occupancy or use of the Premises, occupancy or use of the Premises.

10. PERSONAL PROPERTY

Any personal property of Tenant or of others placed in the leased Premises shall be at the sole risk of Tenant or the owners thereof. Airport shall not be liable for any loss or damage thereto whether caused by the negligence of Airport, other Tenants, or third parties, by the acts of these parties, or the failure to act which may be claimed to cause loss or damage to the Tenant.

11. RIGHT OF WAY

The Airport, through its agent(s) and/or employees, representative and contractors, shall have the right of way to position, reposition, and tow the of the aircraft within the Premises to allow additional Tenants to store aircraft in the Premises, allow contractors to facilitate repairs, allow Airport employees and its agent(s) to facilitate maintenance and routine housekeeping duties, and to allow Tenants the right of way to conduct authorized maintenance on their aircraft.

12. DEFAULT

In the event the Tenant fails to make any payment due hereunder, or breaches any provision of the Lease and fails to cure such breach within five (5) days after receipt of written notice from Airport, such event shall constitute an event of default. Upon Tenant default, Airport shall have remedies permitted under Law. Amounts past due shall accrue interest at the highest rate permitted by law. In any action brought hereunder to enforce the terms of this Lease, the prevailing party shall be entitled to costs and attorney's fees including appellate actions.

13. NOTICES

All written notices to parties shall be delivered as follows:

AIRPORT

Auburn-Lewiston Municipal Airport
80 Airport Drive
Auburn, ME 04210

TENANT

James Scheller
707 Maddison Ave
Lewiston, Maine 04210

14. ENVIRONMENTAL LAWS

Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Tenant, Tenant hereby expressly warrants, guarantees, and represent the Airport, upon which Airport expressly relies, that Tenant is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by tenant of its operations pursuant to or upon the Premises. Tenant expressly represents, covenants, warrants, guarantees, and agrees that it shall comply with all applicable Federal, State, regional, and local laws, regulation and ordinances protecting the environment and natural resources including, but no limited to, the Federal Clean Water Act, Safe Drinking Water act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted thereunder as the same may from time to time be amended. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all State and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep themselves informed of future changes in the existing environmental laws.

Tenant hereby expressly agrees to indemnify and hold harmless from and against any and all liability fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by Tenant's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

15. LAWS, RULES, AND REGULATIONS

Tenant agrees to observe and abide by all rules, regulations, and procedures promulgated from time to time by the Airport concerning hangar activities, Airport security matters, tenant parking, and any other operational matters related to the operation of the airport and the hangar areas.

Tenant agrees to observe and abide by 49 CFR Parts 1540 and 1542, Airport Security of the United States Department of Transportation as currently exists or as revised, modified or amended from time to time.

In addition to other remedies provided hereunder, any violation of airport procedures regarding security or of 49 CFR Parts 154 and 1542 shall subject Tenant to damages equal to the greater of (i) \$1,000.00 per occurrence (in consideration for damages which might be suffered by Airport in the form of fines or administrative procedures resulting from such violation), or (ii) the civil fine imposed by the Department of Homeland security or any other federal, state, or local entity upon Airport as a result of the violation. This amount shall be paid by Tenant within fifteen (15) days of written notice or Tenant shall be considered in default hereunder.

16. RULES AND REGULATIONS

Tenant acknowledges Auburn-Lewiston Municipal Airport Rules and Regulations (Rules and Regulations) are available at www.flytomaine.com, Business, Rules and Regulations and agree to abide by said Rules and Regulations. Tenant may also request a printed version of the Rules and Regulations.

17. APPLICABLE LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Maine. Venue for any action brought pursuant shall be in Androscoggin County, Maine. Any action for breach of or enforcement of any provision of this Lease shall be in the Androscoggin County Superior Court.

18. ENTIRE AGREEMENT

This Lease and its exhibits constitute the sole and exclusive agreement the parties with respect to the Premises. No amendment, modification or revision of this Lease shall be effective unless in writing and executed by both parties.

19. MISCELLANEOUS

Except as otherwise expressly stated, any reference to or requirement for Airport's consent shall mean a consent in the Airport's sole discretion.

The terms and conditions of this Lease are binding upon heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Lease on the day and year first above mentioned.

TENANT:
AS INDIVIDUAL:

AIRPORT
AUBURN-LEWISTON MUNICIPAL AIRPORT

Signature

By: _____
James H. Scheller, Airport Manager

JamesScheller
Printed Name

WITNESS as to TENANT (INDIVIDUAL)

WITNESS as to AIRPORT

(1) _____

(1) _____

AS A CORPORATION OR PARTNERSHIP:

Company Name Printed

By: _____
Signature

Printed Name

WITNESS as to TENANT (Corporation or Partnership)

(1) _____