

LEASE
For
T-HANGAR # _____
BOWMAN FIELD

This LEASE, made and entered into this _____ day of _____, _____, between LOUISVILLE REGIONAL AIRPORT AUTHORITY, (Authority) and _____ (Lessee).

Authority operates and maintains a general aviation airport known as Bowman Field, located in Jefferson County in the Commonwealth of Kentucky (Airport).

In consideration of the premises, the mutual covenants, terms and conditions contained herein, Authority and Lessee agree to the following:

Sec. 1. **Leased Premises.** Authority hereby leases to Lessee, and Lessee hereby takes the Premises for its use, in accordance with all of the terms, covenants and conditions of the Lease the space located within the T-Hangar area at Bowman Field, designated as Hangar # _____ and more particularly described on Attachment 2 attached hereto and incorporated herein by this reference (the "Premises").

Sec. 2. **Term of Lease.** This Lease shall commence on _____ and continue thereafter month-to-month until terminated (a) by either the Authority or the Lessee upon not less than 30 Calendar Days advance written notice thereof to the other or (b) in the event of a breach of any of the terms, covenants, or conditions of this Lease by the Lessee, immediately upon written notice thereof by the Authority to the Lessee.

Sec. 3. **Use of Premises.** Lessee shall use the Premises to hangar airworthy aircraft, along with any necessary aircraft ground handling equipment and tools associated to support such aircraft, owned by or exclusively leased to Lessee. Aircraft(s) authorized for storage in the Premises is (are) as follows:

<u>AIRCRAFT MAKE & MODEL</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTERED AIRCRAFT OWNER</u>
_____	_____	_____

Special provisions may be requested in writing by Lessee and approved by the Authority for aircraft that are not currently airworthy because they are under construction or renovation. Additionally, for so long as the Lessee is using the Premises to hangar an airworthy aircraft and complying with the other provisions of this Lease (including without limitation the section entitled "Trash" set forth in the attached "Standard Conditions for Bowman Field"), the Lessee may store other, non-aviation related items in the Premises.

Sec. 4. **Rents, Fees, and Charges.**

A. **Rent.** Lessee agrees to pay the Authority monthly rent for the Premises, in the amount of \$ _____ in advance, due and payable, without demand, on the first day of each month during the term of this Lease.

B. **Notice, Place and Manner of Payments.** Payments shall be made in legal tender of the United States, payable to the order of and mailed to the Louisville Regional Airport Authority, PO Box 32160, Dept. 151, Louisville, KY 40232-2160. Other arrangements, such as electronic payments, automatic debits or credit cards, may be made with the Authority's prior written consent.

- C. Late Payments. If Lessee fails to make any payment when due, Lessee shall pay the Authority (i) a service charge of \$35.00, (ii) interest at the monthly rate of 1 ½% of the overdue amount from the due date until paid, and (iii) costs and expenses of collection, including reasonable attorneys' fees. Additionally, failure to pay the amounts due on or before the due dates shall entitle the Authority, at its option, to terminate this Lease upon giving Lessee ten days written notice of its intention to do so, and for no other cause than non-payment.
- D. Security Deposit. Lessee shall pay a security deposit for cleaning, damage, unpaid rent, non-return of key(s) or gate cards, equal to \$_____. All or part of the deposit may be retained by the Authority to pay for cleaning, repairs, unpaid rent, and non-return of key(s) or gate cards. Any portion of the deposit that may exceed the fees and charges due, if any, shall be returned to Lessee.

Sec. 5. **Common Areas.** "Common Areas" are all aprons and grounds within the T-hangar area for the general common and non-exclusive use of all tenants and other users on the Airport. Lessee is granted access to the Common Areas, but shall not park on or position aircraft or other personal items, such as vehicles, in such a fashion that would block, limit, or restrict the use of the Common Areas by other Airport tenants or users.

Sec. 6. **Right of Entry.** The Authority shall have the right at any time to enter the Premises for the purpose of determining whether Lessee is complying with the Authority's Regulations and the terms of this Lease. The Authority shall also have the right at any time, but not the obligation, to enter upon the Premises to make structural maintenance inspections thereof, and shall have the right to take such action or to make such repairs or alterations as the Authority deems desirable or necessary for the safe and efficient operation of the Airport, and shall have the right to take tools and materials owned by the Authority and/or its agent necessary to perform such structural maintenance into or out of the Premises, all without in any way constituting an actual or constructive eviction of Lessee.

Sec. 7. **Locks and Keys.** The Authority shall have a key(s) to the Premises. Lessee shall not change or otherwise alter the locks to the Premises without prior written authorization from Authority. If such approval is granted, Lessee shall promptly deliver to Authority a copy of such new key(s) (or combination). Vehicle access gate cards or keypad access codes shall be required to access the T-Hangar areas. Vehicle access gate cards or keypad access codes may be obtained through the Superintendent of the Airport. Lost or additional keys or gate cards may be issued for a \$25.00 non-refundable fee.

Sec. 8. **Utilities.** The Authority shall provide 110v electrical service to the Premises for lighting and door operations. The installation of additional electrical outlets may be requested in writing. Such installation shall be at the expense of Lessee. Additional utility services (telephone, gas, water, and special electrical service) for the Premises shall be requested in writing and subject to approval by the Authority. If such service is approved, Lessee, at its expense, shall install utility lines and meters and pay for all charges and fees for the use of the service.

Sec. 9. **Termination of Lease.** Any other provision of this Lease to the contrary notwithstanding, in the event of violation of any provision(s) of this Lease on the part of the Lessee, the Authority shall have the right, at its option, to terminate this Lease immediately upon written notice to Lessee. The Authority's failure to enforce this provision with respect to any violation shall not constitute a waiver of the right to enforce the same with respect to any other violation.

Sec. 10. **Defaults and Remedies.**

- A. Defaults. The occurrence of any of the following shall constitute an Event of Default by the Lessee hereunder:
1. Failure by the Lessee to pay any monthly installment of rent or any additional rent when due hereunder;

2. The Lessee's engagement of any provider to perform work at the Airport (such as, for example, aircraft maintenance), if such provider lacks a permit or other appropriate authorization from the Authority to provide such services;
3. Failure by the Lessee to perform or comply with any of the terms, covenants or conditions of this Lease, or with any rule or regulation of the Authority now or hereafter established by the Authority, if such failure continues for 14 days after written notice from the Authority to the Lessee of such failure (or, in the event such failure is capable of being cured but cannot be cured within 14 days, failure by the Lessee to commence such cure within 14 days or to diligently pursue such cure thereafter to completion);
4. Failure by the Lessee to abide by all applicable laws, ordinances, rules and regulations of the United States, the Commonwealth of Kentucky, the City of Louisville or any other governmental or quasi-governmental entity, including, without limitation, the Authority.

B. Remedies. Upon the happening of any Event of Default, the Authority shall have all rights and remedies to which it may be entitled at law or in equity under the laws of the Commonwealth of Kentucky, and/or the United States, including, without limitation, the right, at once and without further notice to the Lessee, to do some or all of the following:

1. Declare this Lease terminated;
2. Enter upon and take full possession of the Premises, with or without terminating this Lease but terminating the Lessee's right of possession;
3. Declare the Lessee liable to the Authority for the balance of the rent and additional rent payable during the remaining term of this Lease, provided, however, in the event the Authority shall lease the Premises to another tenant, the Lessee's liability hereunder shall be reduced by the amount of rent actually paid to the Authority by the new tenant (but the Lessee shall not be entitled to any credit for any rent received by the Authority in excess of the Lessee's rent obligations hereunder). Nothing herein contained shall be construed as obligating the Authority to seek out any such new tenant, or to relet the Premises or otherwise mitigate damages;
4. Take possession of all property of the Lessee located in the Premises and have it stored in a public or private storage facility at the expense of Lessee, including all expenses incurred by the Authority to remove the property. This right shall be in addition to, and not in substitution for, any other rights of the Authority. The Authority shall not be liable for any damage to such property incurred as a result of its removal or storage;
5. Additionally, any default under Sec 10.A.2, may also result in fines and penalties under the Authority's regulations.

Sec. 11. **Notices.**

A. Notices to each party provided for in this Lease shall be in writing and shall be sufficient if sent by certified or registered mail, postage prepaid, or hand delivered, addressed as follows:

To Authority: (via USPS)	Director of Properties Louisville Regional Airport Authority 700 Administration Drive Louisville, KY 40209-1537
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To Lessee:	_____

or to such other respective address as the parties may designate to each other in writing from time to time.

B. Lessee agrees to provide the Authority with Lessee's current address and telephone number at all times. In the event of a change of address, Lessee shall notify the Authority of such change in advance if possible, but in any event not later than the date of such change. Lessee agrees that failure to so notify the Authority shall constitute grounds for the Authority to terminate this Lease.

Sec. 12. **Entire Lease.** This Lease, together with all attachments and exhibits (if applicable) constitute the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written, are merged herein.

Sec. 13. **STANDARD CONDITIONS.** This Lease is subject to the "Standard Conditions for Bowman Field", a copy of which is attached hereto as Attachment 1 and incorporated herein by this reference. To the extent that any of the provisions of Attachment 1 may conflict with the preceding Sections 1 through 12 of this Lease, the preceding sections shall control.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, this day and year first above written.

WITNESS

LOUISVILLE REGIONAL AIRPORT AUTHORITY

(Witness for Dan E. Mann)

By: _____
Dan E. Mann, A.A.E.

Title: _____
Executive Director

WITNESS

(Witness for Lessee)

Lessee

This Lease has been approved for
the Authority as to legality of
form and content by:



Brenda D. Perry, Esq.
Senior Vice President, Chief Legal & Administrative Officer
Louisville Regional Airport Authority
700 Administration Drive
Louisville, KY 40209-1537

02/20/23