

T-HANGAR USE AGREEMENT

Hangar Unit No.: _____

 T-Hangar Box-Hangar

Initial Monthly
Use Rate: _____

Date: _____

Owner Information

St. Johns County Airport Authority
4796 US Highway 1, North
St. Augustine, FL 32095
Phone: (904) 209-3900
E-mail: hangars@sgj-airport.com

User Information
Name: _____

Address: _____

City: _____ **State:** ____ **Zip:** _____

Telephone: _____

Email: _____

Alt. Email: _____

Stored Aircraft Information (if Box Hangar, and if applicable, complete second Aircraft Information below.)

FAA Reg. No.: _____ Manufacturer: _____ Model: _____ Ser. No. _____

Date of Last Annual: _____ Color (Base): _____ Color (Trim): _____

FAA Reg. Owner: _____ If entity, State of Incorporation: _____

Terms

SECTION 1. USE OF T-HANGAR UNIT – Owner conditionally permits the use of the T-Hangar Unit (the Unit) indicated above, and the User hereby agrees to use the Unit subject to the terms and conditions set forth in this Agreement (hereinafter, the “Use Agreement”).

SECTION 2. USE TERM – The use term shall commence on the date indicated above and shall end the last day of the following September (one year or less), except this Use Agreement shall automatically renew for one (1) consecutive year terms, unless otherwise earlier terminated. The Use Agreement shall not automatically renew for a successive year if the User has not timely paid Use Payment or is otherwise in default. The parties’ early termination rights are described in Section 27.

SECTION 3. PERMITTED USES – The use of the Unit shall be limited to the following non-commercial aeronautical uses:

1. the hangaring of an airworthy aircraft owned by the User. Upon request of the Owner, the User may be asked to provide, and agrees to provide, verification or documentation of ownership in the stored aircraft and evidence of the airworthy status of the stored aircraft. Aeronautical accessories and non-aeronautical habitability items, described more specifically below, may be kept in the hangar;
2. the non-commercial construction of amateur-built or kit-built aircraft.

The following aeronautical accessories and non-aeronautical habitability items may be kept in the hangar under the circumstances described, if the items are normally located within 36 inches of the Hangar walls:

1. Towbars and small aircraft handling, ground support equipment used with towbars to facilitate the movement of the Aircraft in and out of the hangar;
2. tools, toolboxes, workbenches, manuals, and documentation used for routine owner maintenance of the aircraft stored;
3. if the use is for the non-commercial construction of an amateur or kit-built aircraft, tools appropriate for such activity;
4. a reasonable amount of consumables and parts specific to the Aircraft or the Hangar such as motor oil, cleaning supplies, filters, brake pads, etc.;
5. a modest amount of habitability items for use while attending to the aircraft such as a desk, seating, a small refrigerator unit (see Section 12, below, relating to Utilities,) radio, etc. provided such items are located along the hangar walls and do not impair the movement of the aircraft in or out of the hangar;
6. While the stored aircraft is in use and temporarily absent from the hangar, the vehicle(s) used to commute to or from the hangar.

For additional interpretive guidance concerning permissible uses under this section, including permissible periods of time when the Aircraft may not be airworthy due to routine, scheduled, or unscheduled maintenance, the Owner publishes “Frequently Asked Questions Concerning T-Hangar Use” on the St. Johns County Airport Authority’s website.

User Initials: _____ **No other use is permitted. Specifically, the Unit may not be used for the storage of any other content including, but not limited to, watercraft, trailers, household goods, vehicles, motor vehicles, motorcycles, recreational vehicles, non-aeronautical items, derelict aircraft, aircraft parts not related to the Aircraft, or the storage of any other content without the Owner’s express written consent. Use of the Unit is for the beneficial use of the User only. Use of the Unit itself may not be monetized by the User, including by assignment or sub-leasing.**

SECTION 4. USE PAYMENT - User agrees to pay Owner the initial sum indicated above per month plus sales tax and, ad valorem tax, if applicable. Use Payment is due and payable on the first day of each month, in advance of use. A Late Fee of \$50.00 per month shall apply to all Use Payments remaining unpaid after the tenth day of the month. Late fees shall be cumulative and shall not be Owner's exclusive remedy. The Use Payment rate may be adjusted with a minimum of thirty (30) days advanced notification of the increase having been made to User. The Use Payment rate shall also be subject to annual adjustments based on the Consumer Price Index, and from time to time the Use Payment rate shall be adjusted to reflect Fair Market Use Value. Each adjustment to Fair Market Use Value shall serve as the basis for subsequent annual CPI adjustments. Any such Fair Market Use Value adjustment shall exclude sales tax in such computation.

SECTION 5. NOTICES – COMPUTATION OF TIME All formal notices, certificates or other formal communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

- if to the **User** at the above indicated address with a copy by electronic mail message, and:
- if to **Owner**, at 4796 U.S. Highway 1, North, St. Augustine, FL 32095 with a copy by electronic mail message to **hangars@sgj-airport.com**.

The Owner and the User may, by notice given hereunder, designate any additional or different address to which subsequent notices, certificates or other communications shall be sent.

For computation of any deadline that begins to run upon the provision of such Notice, the date on which the Notice is given is excluded from computation, and first day of the calculation of days begins with the day following the day on which Notice was given. Intermediate Saturdays, Sundays, and legal holidays are counted in the computation, provided however, that if the last day of the time period falls on a Saturday, Sunday, or legal holiday, then the time period is extended to the next day that is not a Saturday, Sunday, or legal holiday.

SECTION 6. BINDING EFFECT - This Use Agreement shall ensure the benefit of and shall be binding upon the OWNER and the USER.

SECTION 7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS - User will use the Unit and conduct or allow any activities upon the Unit only in compliance with all applicable laws, governmental regulations, and regulations established from time to time by Owner, including policy and interpretive guidance ("Hangar Use Frequently Asked Questions") as may be published on the Owner's public web site .

SECTION 8. NO ASSIGNMENT - User may not assign this Use Agreement. User may not store in the Unit an aircraft not owned by User, nor permit any other person to use the Unit for any purpose whatsoever. No aircraft, other than the Aircraft identified above (or as may be attached hereto by an Addendum,) may be stored in the Hangar without the express written consent of the Owner.

SECTION 9. INSURANCE - Insurance Types and Limits are not presently required. However, the requirement for insurance may from time to time be reviewed and determined by Owner.

SECTION 10. INDEMNIFICATION –

- a. User agrees to indemnify and hold harmless the Owner and its agents, employees and members thereof, from any claim arising out of injury to any person or damage to any property resulting from User's activity upon the Unit. Owner assumes no liability for risks associated with the User's use.
- b. User shall indemnify and hold Owner harmless against and from liability and claims of any kind for loss or damage to property of User or any other person, or for any injury to or death of any person, arising out of: (1) User's use of the Unit, or any work, activity or other things allowed or suffered by User to be done in, on or about the Unit; (2) any breach or default by User of any of User's obligations under this Use Agreement; or (3) any negligent or otherwise tortious act or omission of User, its agents, employees, invitees or contractors. User shall at User's expense, and by counsel satisfactory to Owner, defend Owner in any action or proceeding arising from any such claim and shall indemnify Owner against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Owner's execution of this Use Agreement, User hereby assumes all risk of damage or injury to any person or property in, on or about the Unit from any cause.
- c. Owner shall not be liable for injury or damage which may be sustained by the person or property of User, its employees, invitees or customers, or any other person in or about the Unit, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Unit, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or resulting from aircraft damage or property damage resulting from sharing the Unit, whether such damage or injury results from conditions arising upon the Unit or upon other portions of the Building or from other sources. Owner shall not be liable for any damages arising from any act or omission of any User of the Building.

SECTION 11. SECURITY - Owner makes no implication or guarantees as to the provision of security of the Unit. The User is solely responsible for the security of the Unit.

SECTION 12. UTILITIES - Owner shall pay all normal and applicable costs and charges for water and electricity, and any other Owner provided utilities used in connection with the Unit while this Use Agreement remains in force. Any excess use or abuse will be charged to and payable by User. The hangar is provided with electrical outlets for the use of the User. It is provided for intermittent use of small electrical devices and normal lighting. Approved devices include items such as: vacuum cleaners, fans, small handheld power tools, small intermittent use battery chargers, radios, air compressors requiring less than 15 amps of peak current draw, or similar devices. The installation or placement of items that consume electricity on a continual basis or automatically cycle on-off such as refrigerators or similar devices including household appliances or devices not considered with the approved use of the Unit, are not permitted except when complying with one (1) of the following conditions and as approved in writing by the Owner: **(a)** The User has caused the installation of a separate power meter along with whatever additional modifications are required to facilitate electrical service. All modifications consistent with this provision shall have the written approval of the Owner; shall be properly permitted with St. Johns County; and shall be installed by a licensed contractor(s) approved for such work. The ongoing cost for electrical service shall be that of the User. The improvements made shall at the expiration of the Use Agreement be completely removed and the hangar restored to a condition like that prior to modification or at the option of the Owner, shall become a Unit improvement and become the property of the Owner. Modifications for power will not be approved by the Owner to facilitate more than the total units by any one User in any one building; **OR (b)** A monthly surcharge would be paid by the User. The amount of the surcharge will be per Addendum "A" of this agreement, and as modified by the Owner at the time of renewal or automatic extension. User shall not connect any apparatus with electric, water, gas or other utility except through existing electrical outlets, faucets, valves or as otherwise existing in the Unit without first procuring the written consent of Owner, which Owner may refuse.

SECTION 13. SIGNS - User shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Unit, including without limitation, the inside or outside of windows or doors, without the written consent of Owner, which may be withheld for any or no reason. Owner shall have the right to remove any signs or other matter, installed without Owner's permission, without being liable to User by reason of such removal. Owner reserves the right to name the Building and to change the name or street address of the Building and to install and maintain all signs on the exterior and interior of the Building, including ADA signage.

SECTION 14. ACCESS AND PARKING - User automobile parking for personal vehicles shall be permitted within the Unit only when the aircraft is in use, or on the access driveway to the individual hangar unit. At all times, automobile parking shall be accomplished in a manner to provide unrestricted movement of aircraft and other automobiles on common taxiways. Other parking areas may be provided by Owner. No on-street parking is permitted. Vehicle Access to the hangar area is to be accomplished through gates designated by Owner. No hangar access is to be accomplished utilizing the FBO Area. No automobile, wheeled vehicle or pedestrian use of airfield movement areas is permitted. At all times, vehicle surface traffic shall yield to aircraft. User acknowledges that the airport is a secured facility. User shall abide by any and all parking regulations and rules established from time to time by Owner, Owner's parking operator or other security personnel.

SECTION 15. MAINTENANCE - Owner assumes and retains reasonable maintenance responsibilities for the Unit, building and surrounding grounds. User shall maintain the interior of the hangar, including any HVAC. User agrees that in the event of abuse or damage to Owner's property the cost of repairs may be charged to the User. Owner reserves the right to facilitate all maintenance and repairs of the Unit. Owner shall have no liability to User nor shall User's obligations under this Use Agreement be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or damage arising from Owner's making any repairs, upgrades, renovations or changes which Owner is required or permitted by this Use Agreement or required by law to make in or to any portion of the Building or the Unit. Owner shall nevertheless use reasonable efforts to minimize any interference with User's use of the Unit.

SECTION 16. SOLID WASTE AND REFUSE DISPOSAL - The disposal of solid waste and refuse must be in conformance with the system of disposal used on the Airport and must comply with local and State governmental requirements, including compliance with airport recycling programs.

SECTION 17. HAZARDOUS STORAGE - No material of a hazardous or toxic characteristic shall be permitted to be stored in the Unit. This provision shall not apply to aircraft fuel and lubricants stored within an aircraft, or a modest amount of lubricants consumed in the routine use of the aircraft that are stored in the original containers in which they are sold. The storage of fuel in portable containers, regardless of type, shall not be permitted in the Unit.

SECTION 18. SUITABILITY OF UNIT - User has examined the Unit before entering into this Use Agreement and does not rely upon any representations by Owner as to the condition of the Unit or its suitability for User's purposes.

SECTION 19. REMEDIES FOR DEFAULT – OPPORTUNITY TO CURE – If done for the purpose of protecting public safety or to address an immediate threat of danger to persons or property, the Owner may interrupt the User's use of the Unit immediately and without notice. If user is engaged in commercial activities utilizing the Unit or is otherwise monetizing access or use of the Unit, Owner may interrupt the User's use of the Unit immediately and without notice.

If User is otherwise engaged in a non-compliant use of the Unit, Owner will provide written Notice to User and will provide thirty days (30 days) for the User to cure the non-compliant use. If the non-compliant use is not cured within the thirty-day (30 day) period, the Owner may terminate User's use of the Unit.

If User fails to pay Owner the Use Payment required hereunder when due and said failure continues for thirty (30) days or if the User otherwise fails to perform any of the User's obligations hereunder and said failure continues for thirty (30) days, Owner may declare a default and retake possession of the Unit, including retaking by but not limited to, forcible eviction. Owner shall also be entitled to recover from User any special damages to Owner by reason of User's default. The remedies specified above are not in limitation to any other remedies allowed by law. All costs incurred by Owner in enforcing the terms of this Use Agreement shall be borne by User, including reasonable legal fees.

SECTION 20. AIRPORT MATTERS - This Use Agreement is subordinate to the provision of any existing agreement between the Owner and the United States of America, the State of Florida or their agencies, relative to the operation of maintenance of the St. Augustine Airport and specifically subject to all rules and regulations of the Federal Aviation Administration, the State of Florida, and the St. Johns County Airport Authority.

SECTION 21. STANDARD PROTECTION CLAUSES - (a) Owner 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 operation on the St. Augustine - St. Johns County Airport. **(b)** The User expressly agrees for itself, its successors and assigns, to prevent any use of the Unit which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

SECTION 22. COVENANTS - (a) As a part of the consideration for this Use Agreement, User covenants and agrees to further pay or discharge all taxes, assessments, penalties, charges, rates or liens of any nature whatsoever which may for the period following the effective date of this Use Agreement be levied, assessed, charged, imposed or claimed on or against this Use Agreement, Unit, interest, lot or land or any improvements of fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed and whether the same be on or about the property herein used, its improvements, fixtures, or appurtenances, or any part thereof, on or against the income from said land or its improvements, it being the intention of the parties to this Use Agreement that the Use Payments herein reserved shall constitute a net income to the Owner from said land herein used, equal in amount to said Use Payments.

SECTION 23. RIGHT TO INSPECT – Owner retains an unqualified right to enter and inspect the Unit at any time and for any purpose, without notice to the User, and to access the Unit through any door including any Unit hangar door. Any doors within the Unit found to not be on the Owner's pass key will be rekeyed by Owner at User's expense. Owner may video-graphically record any entry into the Unit. Security camera systems may be installed on the outside of the Units.

SECTION 24. DELIVERY OF POSSESSION – If for any reason Owner does not deliver possession of the Unit to User on the Commencement Date, Owner shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Use Agreement shall not be impaired, but Use Payment shall be abated until delivery of possession unless such delayed possession extends for more than 20 days, whereupon User may terminate this Use Agreement and be entitled to the return of any and all deposits and Use Payments paid or pre-paid. "Delivery of possession" shall be deemed to occur on the date Owner tenders delivery of keys to User. If Owner permits User to begin use of the Unit before the Commencement Date, such possession shall be subject to the provisions of this Use Agreement, including, without limitation, the payment of Use Payment prorated on a per diem basis. User beginning use of the Unit shall be deemed conclusive evidence that as of the date of first use the Unit is in good order and satisfactory condition.

SECTION 25. ALTERATIONS – User shall not make any addition, alteration, or improvement to the Unit. Unauthorized alterations carry a fine of \$500.00 and require repair or restoration of the Unit. Applications for authorized improvements are made through the Executive Director and require a \$250.00 fee and signed Addendum to this Use Agreement.

SECTION 26. TERMINATION – For any reason, either party to this agreement may at any time terminate the agreement in advance of the expiration date by providing written notification at least thirty (30) days in advance of the proposed cancellation. If the Unit or the portion of the Building necessary for User's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, or the Unit reach age of life, Owner may terminate this Use Agreement without advanced notice. Upon the expiration or earlier termination of this Use Agreement, User shall cease use of the Unit in a clean condition

and in the same condition as on the date User first began use, except for normal wear and tear, and in a broom clean condition. If User abandons or discontinues use the Unit, or is dispossessed by process of law or otherwise, any of User's property left on the Unit shall be deemed to be abandoned, and, at Owner's option, title shall pass to Owner under this Use Agreement as by a bill of sale. If Owner elects to remove all or any part of such User's property, the cost of removal, including repairing any damage to the Unit caused by such removal, shall be paid by User. Upon termination, User shall surrender all keys to the Unit.

SECTION 27. MISCELLANEOUS.

- a. *Accord and Satisfaction. Allocation of Payments.* No payment by User or receipt by Owner of a lesser amount than the Use Payment provided for in this Use Agreement shall be deemed to be other than on account of the earliest due Use Payment, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Use Payment be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of the Use Payment or pursue any other remedy provided for in this Use Agreement. In connection with the foregoing, Owner shall have the absolute right in its sole discretion to apply any payment received from User to any account or other payment of User then not current and due or delinquent.
- b. *Attorneys' Fees.* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Use Agreement, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
- c. *Captions, Articles and Section Numbers.* The captions appearing within the body of this Use Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Use Agreement. All references to Article and Section numbers refer to Articles and Sections in this Use Agreement.
- d. *Choice of Law.* This Use Agreement shall be construed and enforced in accordance with the laws of the State of Florida. **THE PARTIES WAIVE TRIAL BY JURY.** Venue shall be exclusively the Courts in and for St. Johns County, Florida.
- e. *Corporate Authority.* If User is a legal entity, each individual signing this Use Agreement on behalf of User represents and warrants that he or she is duly authorized to execute and deliver this Use Agreement on behalf of the entity, and that this Use Agreement is binding on User in accordance with its terms. User shall, at Owner's request, deliver a certified copy of a resolution of its governing officers authorizing such execution.
- f. *Counterparts.* This Use Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Use Agreement.
- g. *Prior Agreements; Amendments.* This Use Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Use Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Use Agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- h. *Recording.* User shall not record this Use Agreement without the prior written consent of Owner.
- i. *Severability.* A final determination by a court of competent jurisdiction that any provision of this Use Agreement is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- j. *Successors and Assigns.* This Use Agreement shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- k. *Time of the Essence.* Time is of the essence of this Use Agreement.
- l. *Waiver.* No delay or omission in the exercise of any right or remedy of Owner upon any default by User shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Owner of delinquent Use Payment shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Use Payment involved. The receipt and acceptance by Owner of any Use Payments made by a third party shall not be deemed as consent to the assignment of this Use Agreement, or as a novation for the benefit of such third party, or a waiver of the User's obligations under this Use Agreement. The receipt and acceptance by Owner of any Use Payments by a third party shall not create any justifiable reliance or equitable estoppel for the benefit of such third party. No endorsement on any instrument of payment for a Use Payment shall operate to create any rights to the third party under this Use Agreement. No act or conduct of Owner, including, without limitation, the acceptance of keys to the Unit, shall constitute an acceptance of the surrender of the Unit by User before the expiration of the Term. Only a written notice from Owner to User shall constitute acceptance of the surrender of the Unit and accomplish a termination of the Use Agreement. Owner's consent to or approval of any act by User requiring Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any subsequent act by User. Any waiver by Owner of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Use Agreement.
- m. *Compliance.* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

IN WITNESS WHEREOF, the Owner and User have caused this Lease to be executed as of the date first above written.

USER: _____

OWNER: St. Johns County Airport Authority

BY: _____
Printed Name Legibly

BY: _____
Courtney K. Pittman, Interim Executive Director

DATE: _____

DATE: _____