

Lewis University Airport  
owned & operated by the  
JOLIET REGIONAL PORT DISTRICT

### EXECUTIVE TERMINAL STORAGE AGREEMENT

NAME OF PARTIES: This Agreement, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the JOLIET REGIONAL PORT DISTRICT, a body politic and corporate, 1 Hangar Road, Romeoville, Illinois 60446, owner and operator of the Lewis University Airport, hereinafter called the LESSOR, and:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: Home ( ) \_\_\_\_\_ Business: ( ) \_\_\_\_\_

hereinafter called the LESSEE.

It is the intent of the LESSOR and LESSOR does hereby lease to the LESSEE the airport facility listed below under the following conditions, to wit:

- (1) AIRPORT STORAGE LOCATION: The common storage area of the Executive Terminal hangar.
- (2) USE OF AIRPORT STORAGE LOCATION: The LESSEE shall use its storage location for the sole purpose of the storage of the aircraft identified in paragraph 4 and for no other purpose.
- (3) PERIOD AGREEMENT: From \_\_\_\_\_, 20\_\_\_\_ through December 31, 20\_\_\_\_.
- (4) AIRCRAFT TO BE STORED: (Aircraft Identification Information)

Registered Owner: \_\_\_\_\_

LESSEE'S Interest in Aircraft, if not owner: \_\_\_\_\_

Make of Aircraft: \_\_\_\_\_

Model of Aircraft: \_\_\_\_\_

FAA Aircraft Registration Number: \_\_\_\_\_

LESSEE agrees to notify LESSOR, in writing, prior to any change in the information furnished above.

(5) PAYMENT TERMS: \$ \_\_\_\_\_ is due and payable to LESSOR in advance of the first day of each month. Payment must be mailed to 1 Hangar Road , Romeoville, Illinois 60446 or delivered to LESSOR. Rent checks may be made payable to Lewis University Airport. No proration will be made for space vacated during the month.

(6) LESSEE'S DEFAULT - FAILURE TO PAY:

A. LESSEE'S failure to pay rent promptly may cause LESSOR to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges. Therefore, if LESSOR does not receive any rent payment within Ten (10) days after it becomes due, LESSEE shall pay LESSOR a late charge equal to Five percent (5%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs LESSOR will incur by reason of such late payment.

B. In the event of default of the LESSEE, LESSOR shall have all lease, legal and equitable remedies including distraint available to it to cancel lease and obtain possession of the leased aircraft storage location and to collect damages for the breach of said lease.

(7) SECURITY DEPOSIT: LESSEE is required to deposit with LESSOR the sum of One thousand and 00/100 Dollars (\$1,000.00) as LESSEE'S Security Deposit which shall not bear interest. The Security Deposit may be applied by LESSOR to cure any default of LESSEE under this Agreement after expiration of the applicable notice, grace and/or curative period specified therefor and LESSEE'S failure to so cure the default within such time if any is so specified and upon notice by LESSOR of such application, LESSEE shall replenish the Security Deposit in full by promptly paying to LESSOR the amount so applied. Within thirty (30) days after the termination of the Agreement and LESSEE has vacated the storage area, LESSOR shall return to LESSEE the balance, if any, of the Security Deposit. In no event shall the Security Deposit be deemed an advance payment of Rent or the last month's rental or the measure of damages for any default by LESSEE under this Agreement or a bar of defense to any action which LESSOR may at any time commence against LESSEE.

(8) RULES & REGULATIONS: LESSEE agrees to abide by all current and future Rules and Regulations of the Federal Aviation Administration, the State of Illinois, and any public authority having jurisdiction over the airport as well as the Airport Rules and Regulations, a copy of which LESSEE acknowledges he/she/it has received and read. Disregard by LESSEE of said Rules and Regulations is cause for immediate cancellation of this lease agreement and is an event of LESSEE'S default.

(9) TERMINATION / CANCELLATION: Either party to this Agreement shall have the right to terminate the agreement at any time, with or without cause, upon delivery of sixty (60) days written notice to other party at its last known address. Upon cancellation by LESSEE or LESSOR, LESSEE agrees that stored aircraft shall be removed from the airport by the effective date of cancellation. If LESSEE refuses or does not remove stored aircraft as specified above, LESSEE agrees to LESSOR'S removal of the stored aircraft by towing or other appropriate means, at LESSEE'S expense, to such a place as may be suitable and convenient to the LESSOR. Further, should LESSOR be required to remove said aircraft, LESSEE releases LESSOR and its members, agents and employees from all claims of damage of injury incurred or caused by said movement of aircraft whether through alleged negligence, acts of God or otherwise.

(10) DAMAGE TO LESSEE'S PROPERTY: LESSEE FURTHER COVENANTS AND AGREES THAT IT WILL HOLD THE LESSOR, ITS MEMBERS, AGENTS OR EMPLOYEES HARMLESS AND AGREES TO INDEMNIFY THEM FROM ANY LOSS OCCASIONED BY FIRE, THEFT, RAIN, WINDSTORM, HAIL OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER SAID CAUSE BE THE DIRECT, INDIRECT, OR MERELY A CONTRIBUTING FACTOR IN PRODUCING THE LOSS TO ANY AIRCRAFT, AUTOMOBILE, PERSONAL PROPERTY, PARTS OR SUPPLIES THAT MAY BE LOCATED OR STORED IN THE HANGARS, OFFICES, APRONS, FIELD OR ANY OTHER LOCATION AT THE AIRPORT; AND, LESSEE AGREES THAT THE AIRCRAFT AND LESSEE'S PROPERTY ARE TO BE STORED, WHETHER ON THE FIELD OR IN THE HANGARS, AT LESSEE'S OWN RISK.

(11) "AS IS" CONDITION: LESSEE AGREES TO ACCEPT ALL FACILITIES ON AN "AS IS" BASIS.

(12) INSURANCE:

A. Before LESSEE enters into possession of its storage location, LESSEE SHALL PROVIDE LESSOR with a current Certificate of Insurance with coverage of a minimum of One Million Dollars aggregated public liability and property damage insurance. The Certificate of Insurance shall name the LESSOR as an additional insured and shall contain a thirty (30) day notice of cancellation, refusal to renew or any substantial changes in coverage or the terms of the Policy then in force clause to be given to LESSOR. Said Certificate of Insurance shall be with an insurance company acceptable to the LESSOR and duly authorized to do business in the State of Illinois. LESSEE shall also provide LESSOR, upon the same terms and conditions as outlined above, with a Certificate of Insurance for any renewal of the Policy or any new Certificate of Insurance with a new carrier including renewal thereof. The original Certificate of Insurance, all renewals thereof and any new Policies or Certificates of Insurance with new carriers shall be on file with LESSOR throughout the term of the lease.

B. LESSOR shall not be liable for the liability or damage claim for injury to persons from any cause relating to the occupancy of the premises during the term of the lease or any extension thereof. LESSEE shall indemnify LESSOR from all liability, loss, or other damage claims or obligation resulting from any personal injuries or losses of this nature. With respect to damage of LESSEE'S aircraft, LESSEE agrees to waive its right of recovery, and to procure from its insurance carrier a waiver of subrogation, in excess of \$100,000.00, for any damage caused by LESSOR during the movement or storage of LESSEE'S aircraft. LESSEE agrees to provide certificate of insurance to LESSOR.

C. Subject to permissible uses as set out above, LESSEE shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of LESSEE'S business purposes. LESSEE shall not keep, use or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

(13) SURRENDER OF AIRPORT STORAGE LOCATION BY LESSEE: Upon the expiration or other termination of the term of the Storage Agreement, the LESSEE shall quit and surrender the space to the LESSOR in good order and condition, ordinary wear excepted, and the LESSEE shall remove all of its property. LESSEE'S obligations to observe or perform this covenant shall survive the expiration or other termination of the term of the agreement. LESSEE shall be liable for all expenditures incurred by the LESSOR for breach of this covenant, or any other covenant of the Storage Agreement, including but not limited to, attorney's fees and other costs.

(14) RIGHT OF ENTRY RESTRICTED: The LESSOR reserves the right to secure the facility after regular business hours. Regular business hours will change from time to time and be posted regularly.

(15) OTHER CONDITIONS:

(a) Nothing contained herein shall constitute or otherwise be interpreted as granting to the LESSEE an interest of any kind in and to the real property of the LESSOR.

(b) LESSEE hereby gives and grants to LESSOR a lien upon, and pledges as collateral to the LESSOR in case of default, all fixtures, chattels, and personal property of every kind and description now or hereafter placed, installed or stored by the LESSEE at airport; and agrees that in the event of any failure on the part of the LESSEE to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for ten (10) days of any specified rent, LESSOR may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due, or damage sustained by the LESSOR, without prejudice to further claims thereafter to arise under the terms hereof.

- (c) LESSEE agrees to pay, in addition to the rent provided for herein, all personal property taxes and any other taxes which LESSEE may be required by law to pay.
- (d) LESSEE agrees to indemnify, defend and save LESSOR, its members, agents, representatives, and employees harmless from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the activities of the LESSEE, its agents, servants, guests or business visitors under this Agreement or by reason of any act or omission of such person.
- (e) LESSEE shall pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by LESSOR in enforcing the conditions of this Agreement; and, the agreements herein contained shall be binding upon, apply and inure to their respective heirs, executors, administrators, successors and assignees.
- (f) LESSEE shall not assign, sublet or furnish to any person any office, hangar, storage space, field storage privilege or any other right or privilege in or on any airport property without written consent of the LESSOR.
- (g) No items of personal property other than the described aircraft shall be stored in the hangar or storage area without the consent of the LESSOR.
- (h) Preventative maintenance may be done in the hangar as prescribed in Parts FAR 43 and FAR 91 as stated by the FAA. Nothing shall be done to an aircraft that will block or prevent other aircraft to be moved within the hangar. No painting of any kind shall be allowed in the Executive Terminal hangar.
- (i) LESSEE shall not advertise or permit signs to be placed on the premises.
- (j) The LESSOR is subject to the terms of certain Sponsor's Assurance made to guarantee the public use of the Airport as incidental to Grant Agreements between LESSOR and the United States of America, as amended, and the Quit Claim Deed from the United States of America, predecessor in title to the Airport premises. LESSOR represents that none of the provisions of this Agreement violates any of the provisions of the Sponsor's Assurance Agreement or Quit Claim Deed.
- (k) LESSEE hereby acknowledges receipt of a copy of this agreement and a copy of the Rules and Regulations of the airport, said Rules and Regulations being specifically incorporated by reference as though fully set forth herein; and LESSEE agrees that he/she/it shall be bound thereby.
- (l) Temperature of the hangar will be controlled by the LESSOR.
- (m) Auto and/or vehicle storage in the hangar is prohibited. Unloading of passengers during inclement weather will be allowed at the discretion of the LESSOR.
- (n) In/Out Fee's will be assessed by written policy at the discretion of the LESSOR.

(o) The LESSEE will be responsible for the upkeep of personal property and personal trash/garbage removal.

(p) LESSEE will not be reimbursed for closure of airport due to act of god, special event or airport construction.

(q) The invalidity of any paragraph or subparagraph of this Lease shall not impair the validity of any other paragraph or subparagraph. If any provision of this Lease is determined to be unenforceable, such provision shall be determined severable and this Lease may be enforced with such provision severed or as modified by such court.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

JOLIET REGIONAL PORT DISTRICT  
Owner and Operator of the  
Lewis University Airport  
LESSOR

LESSEE

By: \_\_\_\_\_  
It's Director

By: \_\_\_\_\_