

NAME OF PARTIES: This Agreement, effective the 1st day of January 20____, by and between the JOLIET REGIONAL PORT DISTRICT, 1 Hangar Road, Romeoville, Illinois 60446, owner and operator of the Lewis University Airport, hereinafter called the LESSOR, and:

NAME: _____

CORPORATE 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) **TYPE OF FACILITY**
- (2) **AIRPORT STORAGE LOCATION:** LESSEE does lease and agrees to store his/her/its aircraft in location _____ as it is designated by the LESSOR.
- (3) **USE OF AIRPORT STORAGE LOCATION:** The LESSEE shall use its storage location for the sole purpose of the storage of aircraft and no other purpose.
- (4) **PERIOD AGREEMENT:** From January 1, 20____ through December 31, 20____.
- (5) **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: N _____

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

- (6) **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. Under no circumstances shall LESSEE be entitled to any abatement or rebate of rent.

Lessor _____ Lessee _____

(7) **LESSEE'S DEFAULT - FAILURE TO PAY:** Failure to pay rent within 10 days of the first of each month shall constitute a LESSEE default. 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.

(8) **SECURITY DEPOSIT:** A security deposit equivalent to two months rent is required. The deposit shall be refunded to the LESSEE provided LESSEE is not in default with the terms and conditions of this Storage Agreement, the Rules and Regulations of the LESSOR, and the leased aircraft storage location is returned to the LESSOR in the same condition as leased, normal wear and tear excepted. LESSOR shall be entitled to use the Security Deposit to restore the leased aircraft storage location to its original condition. LESSEE shall be responsible for any damages to the leased aircraft storage location in excess of the security deposit.

(9) **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. Willful 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.

(10) **TERMINATION/CANCELLATION:** LESSOR shall have the right to terminate this agreement at any time, with or without cause, upon delivery of thirty (30) days written notice to the LESSEE at its last known address and upon such termination LESSEE shall immediately remove said aircraft from airport. LESSEE shall have the right to terminate this Agreement with or without cause upon thirty (30) days prior WRITTEN NOTICE if stored in a tiedown or astroport. If LESSEE'S aircraft is stored in a hangar facility, LESSEE'S cancellation notice will require sixty (60) days prior WRITTEN NOTICE. 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.

(11) **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. LESSOR COVENANTS THAT IT SHALL MAINTAIN HANGAR KEEPER INSURANCE DURING THE TERM OF THIS LEASE.

(12) **"AS IS" CONDITION:** LESSEE AGREES TO ACCEPT ALL FACILITIES ON AN "AS IS" BASIS. FURTHER, LESSOR HEREBY DISCLAIMS, AND LESSEE ACCEPTS SUCH DISCLAIMER OF ANY WARRANTY EITHER EXPRESS OR IMPLIED OF THE CONDITION, USE, OR FITNESS OF THE TIEDOWN RINGS, ROPES, CHAINS, CABLES, DOORS, HANGARS, ASTROPORTS OR OTHER EQUIPMENT OR FACILITIES AND LESSEE ASSUMES FULL RESPONSIBILITY TO FURNISH ANY EQUIPMENT NECESSARY TO PROPERLY SECURE ITS AIRCRAFT.

Lessor _____ Lessee _____

(13) **INSURANCE:** Before LESSEE enters into possession of 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 for a term covering the term of the lease.

(14) **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, attorneys' fees and other costs.

(15) **RIGHT OF ENTRY RESERVED:** The LESSOR reserves the right to enter the airport storage location for the purpose of making ordinary inspections and undertaking other non-emergency activities at reasonable times; provided, however, that nothing in this Section shall be construed to limit or diminish the LESSORS' rights of entry at any time in any emergency. No abatement of any payments by the LESSEE shall be claimed or allowed to the LESSEE by reason of the exercise by the LESSOR of any of the rights set forth in this Section or in any provision of the Storage Agreement. Nothing herein is intended or shall be construed to obligate the LESSOR to construct, maintain, repair or improve the airport storage location or any portion thereof, or to impose upon the LESSOR any liability for any failure to do so.

(16) **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 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, by reason of any act or omission of such person, or by reason of LESSEE'S occupation of the storage location.

(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 insure 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 the written consent of the LESSOR, which consent shall not be unreasonably withheld.

(g) LESSOR reserves the right to assign and change storage space. LESSEE agrees to occupy such space as assigned by LESSOR. Any change in storage location is at the sole discretion of LESSOR upon ten (10) days prior notification to LESSEE. LESSEE may substitute aircraft, however, LESSOR must be notified of such change PRIOR to substitution, Substitution is subject to space availability should substituted aircraft be larger than original aircraft stored.

Lessor _____ Lessee _____

- (h) LESSEE agrees to keep hangar door closed when not moving aircraft in or out of facility.
- (i) LESSEE agrees that prior to using aircraft winches, the operator will check and comply with aircraft manufacturer's recommendations on towing and winching points.
- (j) No items of personal property other than the described aircraft shall be stored in the hangar or storage area.
- (k) Except as prohibited by Statute or Regulation, preventative maintenance may be done in the hangar as prescribed in Parts FAR 43 and FAR 91 as stated by the FAA.
- (l) There shall be no improvements or modifications to the storage area without the prior written consent of the LESSOR.
- (m) LESSEE shall not advertise or permit signs to be placed on or near the exterior of the storage space.
- (n) Tiedown and astroport LESSEES are to provide their own rope or cable with sufficient holding capabilities as recommended by the manufacturer and the FAA, whichever is the greater of the two.
- (o) LESSEE agrees that it or its agents are responsible for setting parking brakes, placing chocks and tying down and checking of their own aircraft.
- (p) The Airport and District are subject to the terms of certain Sponsor's Assurances made to guarantee the public use of the Airport as incidental to Grant Agreements between District 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. District represents that none of the provisions of this Agreement violates any of the provisions of the Sponsor's Assurance Agreement or Quit Claim Deed.
- (q) 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.
- (r) LESSEE agrees to pay all fuel charges on receipt of its monthly fuel statement and if said charges are not paid by the end of the month (next closing date), a Late Payment Charge in the amount of 1 1/2% per month (18% per year) will be assessed. Should LESSEE'S fuel account be referred to collection, LESSEE agrees to pay all expenses, including reasonable attorney fees.
- (s) LESSEE acknowledges that snow removal will be performed in accordance with the snow removal plan of LESSOR. LESSEE shall be responsible for hand shoveling of snow in proximity to the storage location in accordance with the snow removal plan.

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

By: _____

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

By: _____

LESSEE