

**HANGER SUBLEASE AGREEMENT**

THIS SUBLEASE agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ by and between the City of Dalton, hereinafter referred to as "Landlord", and \_\_\_\_\_, hereinafter referred to as "SUBLESSOR", and \_\_\_\_\_, hereinafter referred to as "SUBLESSEE".

WHEREAS, SUBLESSOR currently leases a T-Hangar from the Landlord under a lease agreement dated \_\_\_\_\_ which is attached as Exhibit A to this agreement; and

WHEREAS, that lease agreement provides that SUBLESSOR shall not sublease all or any portion of the Premises without the prior written permission of Landlord; and

WHEREAS, SUBLESSOR desires to sublease T-Hangar number \_\_\_\_\_ to SUBLESSEE, upon the terms and conditions set forth herein; and

WHEREAS, Landlord is willing to allow SUBLESSOR to lease T-Hangar number \_\_\_\_\_ to SUBLESSEE upon the terms and conditions set forth herein.

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows

1. PREMISES: SUBLESSOR hereby leases to SUBLESSEE the hangar space known as hangar \_\_\_\_\_, the "Hangar Space", located at the Dalton Municipal Airport, Dalton, Georgia.

2. USE OF PREMISES: SUBLESSEE shall use and occupy the Hangar Space solely for the storage of the following aircraft:

Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Registration No. \_\_\_\_\_  
Serial No. \_\_\_\_\_  
Registered Owner: \_\_\_\_\_  
Owner  
Tel. No.: \_\_\_\_\_  
Email: \_\_\_\_\_

and for no other purpose save and except for the performance of non-major repair on said aircraft, as defined under Federal Aviation Regulations. If SUBLESSEE should desire to use the Leased Premises for a different aircraft owned or leased by SUBLESSEE in place of the aircraft described herein, SUBLESSEE may do so, provided that SUBLESSEE has given written notice to Landlord and SUBLESSOR thirty (30) days prior to the Substitute Aircraft

occupying the Premises. All provisions of this Agreement shall be applicable to such Substitute Aircraft. SUBLESSEE shall not block the use of or access to other hangars. This means keeping parked aircraft or vehicles away from common taxiways for ingress and egress or away from adjacent hangar aprons. The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of SUBLESSEE's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. SUBLEASE TERM: The SUBLESSOR and SUBLESSEE agree that this sublease shall be for a total of \_\_\_\_ consecutive 1-month periods beginning on the 1st day of \_\_\_\_\_, and ending on the 31st day of \_\_\_\_\_ unless terminated as provided for herein.

SUBLESSOR may terminate this Sublease at any time and for any reason by giving the SUBLESSEE and Landlord written notice of termination at least sixty (60) days prior to the effective date of the termination.

SUBLESSEE may terminate this Sublease at any time and for any reason by giving the SUBLESSOR and Landlord written notice of termination at least thirty (30) days prior to the effective date of the termination.

The maximum term of the Hanger Sublease Agreement shall be twelve months. Upon the expiration of the twelve month term, the Hanger Sublease Agreement shall terminate and the Hanger Lease Agreement between the Landlord and SUBLESSOR shall terminate.

In the event that SUBLESSOR terminates the Hanger Lease Agreement between the Landlord and SUBLESSOR for any reason, then the Hanger Sublease Agreement shall terminate immediately.

4. RENT:

(a) SUBLESSEE agrees to pay to Landlord, the sum of \$\_\_\_\_\_ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10<sup>th</sup> of each month of the Lease Term. Both the SUBLESSOR and the SUBLESSEE are jointly and severally obligated to pay the rent set forth herein, and should the SUBLESSEE fail to pay the rent when due, then the SUBLESSOR agrees

to promptly pay the rent due under this agreement. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a pro rata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and SUBLESSOR shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) SUBLESSOR shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by SUBLESSOR as set forth in Section 12.

(c) Landlord may send monthly rent invoices to SUBLESSOR. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the SUBLESSOR'S receipt or non-receipt of an invoice.

(d) SUBLESSOR agrees to automatic rent payments; and SUBLESSOR shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

5. SURRENDER OF PROPERTY: SUBLESSEE shall, not later than the last day of this Sublease Agreement, or if sooner terminated by SUBLESSEE or SUBLESSOR, surrender possession of the Hangar Space and remove the aircraft and all other property from said space, and repair all damage done by or in connection with the installation or removal of property which has not become the property of the Landlord. The Hangar Space shall be surrendered in as good condition as it was at the beginning of the sublease term, reasonable wear, and damage by fire, the elements, casualty or other cause not due to the misuse or neglect by SUBLESSEE or SUBLESSEE'S agents, employees, visitors or licensees, excepted. All property of SUBLESSEE remaining in the Hangar Space after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Landlord, and SUBLESSEE and SUBLESSOR shall reimburse Landlord for the cost of such removal. Landlord may have any such property stored at SUBLESSEE'S risk and expense. All permanent improvements to the Hangar Space shall become the property of the Landlord after the last day of the Sublease Agreement.

6. SUBLESSEE COVENANTS: SUBLESSEE covenants and agrees: (a) to use the

Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to SUBLESSEE which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of SUBLESSEE, its employees, agents, patrons or invitees. Provided, however, at its option, SUBLESSEE may elect to make such repairs and SUBLESSEE shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. INDEMNITY AND INSURANCE: SUBLESSEE shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of SUBLESSEE, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. SUBLESSEE agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. SUBLESSEE shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

SUBLESSEE agrees that all personal property that may be at any time in the Premises shall be at SUBLESSEE's sole risk or at the risk of those claiming through SUBLESSEE and that Landlord shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the SUBLESSEE and may be disposed of by Landlord without liability to SUBLESSEE.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of SUBLESSEE, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and SUBLESSEE shall promptly report to Landlord in writing any defective condition known to SUBLESSEE which Landlord is required under this paragraph to repair. Failure by the SUBLESSEE to report such condition shall relieve Landlord from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: SUBLESSEE may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and SUBLESSEE as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** SUBLESSEE may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **SUBLESEE'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by SUBLESSEE: (a) SUBLESSEE fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) SUBLESSEE vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) SUBLESSEE breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon SUBLESSEE:

(a) Landlord may re-enter the Premises and cure any default of SUBLESSEE, in which event SUBLESSEE shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to SUBLESSEE for any loss or damage that SUBLESSEE may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or SUBLESSEE's right to possession under this Lease as of the date of such default, in which event: (1) neither SUBLESSEE nor any person claiming under or through SUBLESSEE shall thereafter be entitled to possession of the Premises; and SUBLESSEE shall immediately thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove SUBLESSEE or any other occupants of the Premises by force, summary proceedings, ejection or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. SUBLESSEE acknowledges that Landlord shall have no obligation to rent the Premises. SUBLESSEE shall remain liable for payment of all rentals and other charges and costs imposed on SUBLESSEE herein, in the amounts, and at the times and upon the conditions as

herein provided, but Landlord shall credit against such liability of the SUBLESSEE all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing SUBLESSEE's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on SUBLESSEE's check or any letter accompanying SUBLESSEE's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease.

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to SUBLESSEE shall be mailed to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. SUBLESSEE shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as SUBLESSEE pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, SUBLESSEE shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, SUBLESSEE shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which SUBLESSEE is not obligated to repair, failing which Landlord may restore the Premises to such condition at SUBLESSEE expense. SUBLESSEE shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by SUBLESSEE to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

SUBLESSOR:  
\_\_\_\_\_

SUBLESSEE:  
\_\_\_\_\_

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

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

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE



**EXHIBIT "A"**

**THE CITY OF DALTON, GEORGIA**

**Recurring Payment Authorization Form**

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Please complete and sign this form.

You will be charged the amount indicated below each billing period. A receipt for each payment will be mailed or emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

**Please complete the information below:**

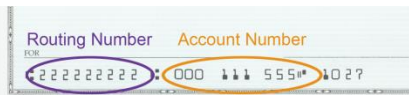
The undersigned \_\_\_\_\_ authorizes THE CITY OF DALTON, GEORGIA to automatically withdraw from the undersigned's bank account or charge the undersigned's credit card, as indicated below, in the amount of \$ \_\_\_\_\_ on the 10th of each month for payment of rent at Dalton Municipal Airport.

Billing Address \_\_\_\_\_ Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

**Checking/ Savings Account**

Checking  Savings  
Name on Acct \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Bank Routing # \_\_\_\_\_  
Bank City/State \_\_\_\_\_



**Credit Card**

Visa  MasterCard  
 Amex  
Cardholder Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Exp. Date \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

The undersigned understands that this authorization will remain in effect until The undersigned cancels it in writing, and the undersigned agrees to notify THE CITY OF DALTON, GEORGIA in writing of any changes in the undersigned's account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, The undersigned understands that the payments may be executed on the next business day. For ACH debits to checking/savings account, The undersigned understands that because these are electronic transactions, these funds may be withdrawn from the account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) The undersigned understands that THE CITY OF DALTON, GEORGIA may at its discretion attempt to process the charge again within 30 days, and agrees to an additional \$30.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. The undersigned acknowledges that the origination of ACH transactions to the account must comply with the provisions of U.S. law. The undersigned certifies that The undersigned is an authorized user of this credit card/bank account and will not dispute these scheduled transactions with the bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.