

APALACHICOLA (KAAF) FRANKLIN COUNTY FL-HANGAR RENTAL AGREEMENT

Date: 06/01/2020

Tenant Name: Robert M. Kasper

Individual

Corporation (State Incorporation # _____)

Partnership (State registration # _____)

Social Security or Tax ID #: 215 48 7022

Address: 133 Sapodilla Ln.

City: Port Saint Joe. State: FL. Zip Code: 32456

Phone (home): 850 227-9833.

Cell: 678 438-4322. E-mail: kasper.rob@gmail.com

Name, addresses & SS# of all owners, officers, shareholders, etc:

<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

Aircraft: FAA Registration No. N62KZ
 Make: Diamond. Model: DA62
 Year: 2017 Number of Engines: 2

 x Proof of current valid liability insurance is required to be provided within 30 days from the date of this agreement.

“Tenant” named above acknowledges that the insurance does cover the entire rental period.

The Franklin County, “Landlord”, and the above named “Tenant” agree to the following terms and conditions governing the rental of the following assigned space:

TERM and TERMINATION

The term of this agreement will commence on the 1st day of June, 2020, and remain in effect for a period of 240 months. Thereafter, this agreement will continue in effect from month to month, until terminated by either party under the provisions of this agreement

RENTAL FEE

The Tenant agrees to pay a monthly rental fee to the Landlord of \$ 140.19 plus sales tax of 7% for 240 months. This amount shall increase by 3% each year on June 1. After 240 months all improvements on the property would revert to the county ownership. If sales tax should change during the term of the lease, the tenant shall pay rent plus the then prevailing interest rate. The Landlord will give the Tenant 60 days advance written notice of the storage fee is to be changed after the 240 month period. The Tenant agrees to pay the storage fee one-month in advance and pay by the first of every month. If the tenant fails to make the monthly payment by the 10th of the month, a late fee equal to 10% of the payment amount will be imposed as additional rent. Non-payment of any rental payment due under this lease or delay in the payment of any other payments due beyond a period of ten (10) days from the payment due date will be deemed a breach of this agreement and shall be grounds for termination of this lease. Payment will be made to Franklin County, 33 Market Street, Suite 203 Apalachicola, FL 32320

Ground Lease

This is a ground lease only and all improvements to the property are the responsibility of the leaseholder. The county would entertain re-negotiating future leases subject to a review of the improvements to the property. Attached hereto is a drawing/survey depicting the general size and location of the ground lease pursuant to this agreement.

The space hereby leased shall be used for the storage of the aircraft identified above and preventative maintenance thereof as defined by FAA regulations. Tenant shall provide a copy of the Certificate of Registration of the above-identified aircraft. Month to month temporary storage of aircraft or vehicles other than the aircraft identified above is allowed, with written notification to Landlord or it's designee (airport manager). Tenant shall keep the space clean and free of debris. Tenant agrees to return the assigned space in as good condition and repair as when tendered, normal wear and tear expected. Tenant shall promptly report any damage, necessary repairs or maintenance to the Landlord. The Tenant will be responsible for repairing damage caused by the Tenant or guest. Tenant agrees to and will allow Landlord access to the premises for the purpose of inspecting same, and waives all right of privacy which would prohibit or restrict such inspection. Tenant agrees not to install any fixtures or make alterations, additions or improvements without written approval of the Landlord. The storage of flammable liquids, gases, signal flares, fuels, lubricating or waste oil, acids, paint, and solvents shall be in accordance with airport regulations and applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement. No vehicular traffic will be allowed inside the perimeter fence of the airport except upon permission and direct supervision of the Landlord or its agent.

LESSOR'S ENTRY FOR INSPECTION

Lessor reserves the right to enter on the premises at reasonable times to inspect them, and to make additions or alterations to any part of the building in which the premises leased are located, and lessee agrees to permit lessor to do so. Lessor may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce lessee's rent for the premises during such period, and without incurring liability to lessee for disturbance of quiet enjoyment of the premises, or loss of occupation of the premises

ASSIGNMENT AND SUBLEASING

The space hereby rented will not be subleased by Tenant, other than overnight or month to month aircraft storage without written approval from Franklin County, nor will this lease be assigned in whole or in part.

NOTICES

Notice to Landlord will be sufficient if sent by mail postage prepaid to Franklin County, 33 Market Street, Suite 203 Apalachicola, FL 32320 Notice to Tenant will be sufficient if sent in same manner, addressed to Tenant at the address above, hand delivered to Tenant, or posted on the premises.

DISCLAIMER, RELEASE, INDEMNITY, AND HOLD HARMLESS

Any use of the assigned space or the Airport arising from this Agreement is at the sole risk of the Tenant, Landlord will not be liable to the Tenant, and, furthermore, in consideration of \$10 USD, and other valuable consideration, the receipt and sufficiency of which is acknowledged, Tenant agrees to release, indemnify and hold harmless Landlord, Franklin County FL, and its elected and appointed officers, agents, and employees, from any and all injury, loss, cost or damage of any nature whatsoever including, without limitation, fire, negligence, theft, vandalism or pilferage, to any person or property arising out of Tenants occupancy and use of the leased premises, including reasonable attorney fees and court costs, both at the trial and appellate level.

Lessee shall assume all liability for any injury or damages that may arise from any accident that occurs in front of the leased premises if the lessee is the proximate cause of such accident, or in, on, or about the leased premises in any area under the control of the lessee, and for any claim connected with the use of the premises by lessee.

This agreement is made upon the express condition that the lessor shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement, or any extension of this agreement, or occasioned by any occupancy or use said premises or any activity carried on by lessee in connection therewith, and lessee hereby covenants and agrees to indemnify and save harmless the lessor from all liabilities, charges, expenses (including but not limited to attorney's fees) and costs on account of or by any reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

COMPLIANCE WITH LAWS

In utilizing the leased space during the term of this agreement, tenant agrees to and shall comply with all applicable ordinances, rules, assurances, regulations, and standards established by federal, state or local government agency or rules by Landlord, whether now existing or adopted in the future, including, without limitation, regulations promulgated by the FAA and the regulations adopted by Franklin County concerning the Franklin County airport.

DEFAULT; LANDLORD'S REMEDIES

Tenant will be deemed in default of this lease if Tenant fails to pay rent within 10 days after payment is due or if Tenant fails to perform Tenant's obligations or comply with agreement or condition of the lease other than the payment of rent, for 15 days after demand for performance by Landlord. No default will be deemed waived by acceptance of rent, whether or not Landlord has knowledge of the default, unless the waiver is expressed in writing and signed by Landlord. In the event of default by Tenant, Landlord will have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law: (i) to perform any act or do anything required under this lease to be performed by Tenant, and to recover the cost thereof from Tenant; (ii) to accelerate the maturity of all rent due and to become due during the remainder of the term; (iii) to terminate the lease, re-enter, and relet the premises for the account of Landlord. Landlord will be entitled to recover from Tenant all damages that result from Tenant's default; (iv) to keep the lease in force, re-enter, and relet the premises for the account of Tenant for a period equal to, or greater or less than, the remainder of the term, at such rental and on such terms and concessions as Landlord deems reasonable. Landlord will not be liable for failure to relet the premises or, in the event of reletting, for failure to collect the rent therefor; (v) to keep the lease in force, and to recover from Tenant the rent and any other sum due from Tenant each month or less frequently at the election of Landlord, or to recover the entire sum due at the expiration of the term; (vi) to recover from Tenant all expenses including reasonable costs and charges for repairs to the premises, which amounts will become due when incurred and will become payable to Landlord on demand; and (vii) to recover reasonable attorneys' fees and costs in connection with any action or proceeding to enforce this lease, whether or not the lease has been terminated, or to secure any rights due Landlord under this lease, whether or not any action was instituted.

GOVERNING LAW AND EXCLUSIVE VENUE

This agreement will become valid when executed and accepted by Landlord and the Tenant. It will be deemed made and entered in the State of Florida, and will be governed by and construed in accordance with the laws of Florida. In the event there is a dispute between the parties, suit will be bought only in the state courts of Florida and exclusive venue will be in Franklin County, Florida and not any other place.

LESSEE TO CARRY LIABILITY INSURANCE

Lessor shall carry general liability insurance, however, lessor's insurance shall not be the primary source of payment for any liabilities arising from this lease. Lessee's insurance shall be the primary source for payment of any liabilities, damages or loss at the premises, including any other area of the airport which is not part of the leased premises but which is damaged proximately caused by Lessee, which arises from, or is related to, this lease agreement. It shall be the responsibility of the Lessee to make arrangements with his insurance company to comply with the requirement that Lessee's insurance shall be the primary source for the payment of any such liabilities, damages or loss.

Lessee shall procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) combined single limit for personal injury and property damage. Such insurance policies shall provide coverage for lessor's contingent liability on such claims or losses. The policies shall be delivered to lessor for keeping. Lessee agrees to obtain a written obligation from the insurers to notify lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to lessor as an additional rent installment for the month following the date on which such premiums are paid or, Lessor may elect to immediately terminate this lease without further notice to Lessee.

EFFECT OF DELAY IN DELIVERING POSSESSION

This lease shall not be rendered void or voidable by lessor's inability to deliver possession to lessee at the beginning of the lease term, nor shall such inability to deliver render lessor liable to lessee for loss or damage suffered thereby. If lessor cannot deliver the premises at such time, the rent for the period between the beginning of the term and the time when lessor can deliver possession will be deducted from the total rent of the lease. No extension of the lease shall result from a delay in delivering possession.

PAYMENT OF UTILITIES, TAXES

The lessor shall be responsible for ad valorem taxes, if any. The lessee shall be responsible for taxes due on lessee's personal property on the premises, if any.

Lessee shall obtain and timely pay for electricity, garbage, phone & internet furnished the premises for the term of this lease, and any extension thereof. Lessor shall not be responsible for any utilities.

POSTING OF SIGNS BY LESSOR

Lessor reserves the right to place "For Lease" or "For Rent" signs on the premises at any time within 180 days of expiration of the lease, and lessee agrees to permit lessor to do so.

NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessee shall not commit, nor allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

REPAIRS AND MAINTENANCE

Except as stated herein, Lessee shall, at its expense, maintain and keep the premises, including, without limitation, windows, doors, adjacent sidewalks, building front, interior and exterior walls, in good repair.

ATTORNEY'S FEES

Each party shall be responsible for the payment of their own attorney's fees and shall not be responsible for attorney fees incurred by the other party to this lease.

EFFECT OF LESSOR'S WAIVER

Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

TIME OF ESSENCE

Time is of the essence of this lease.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between Landlord and Tenant. Any modifications, amendments, or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

WITNESSES:

Name: _____

Name _____

WITNESSES:

Name _____

Name _____

TENANT

Name: Robert M. Kasper

Franklin County, Florida

Noah Lockley, Jr., Its Chairman