



T-Hangar Agreement

Approved by:

Hernando Board of County Commissioners
Airport Operations Division

Brooksville – Tampa Bay Regional Airport
15800 Flight Path Drive
Brooksville, Florida 34604
(352) 754 - 4061

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HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
Brooksville-Tampa Bay Regional Airport
Hangar Lease

THIS HANGAR LEASE AGREEMENT (hereinafter the "Lease") is made and entered into this 25 day of July, 2023, by and between Hernando Board of County Commissioners, a political subdivision of the State of Florida, (hereinafter the "Landlord") located at 15470 Flight Path Drive, Brooksville, FL 34604 and the Tenant(s) identified as Darren Gaines, whose mailing address is 18924 Cornuta St., Lutz, FL 33558.

1. Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord, for the term, at the rental rate, and subject to and upon all of the terms and conditions set forth herein, that certain Hangar# 58 (hereinafter the "Hangar") located at the Brooksville-Tampa Bay Regional Airport (hereinafter the "Airport"), which described Hangar shall be hereinafter referred to as the "Premises". The Premises shall be used and occupied by Tenant solely for the storage of the described Aircraft(s) (listed on the Personal Tenant Information form which may be amended from time to time) (hereinafter the "Aircraft"), said Aircraft being wholly or partially owned or leased by Tenant. Proof of ownership or lease shall be provided to Landlord. Tenant may not store in the Hangar any Aircraft not owned or leased by Tenant. In addition to the Premises, Tenant shall have a right of ingress and egress over, through and across the taxiways and runways of the Airport.

2. Term. The term of this Lease shall be for one (1) year, commencing on the first day, of August 1, 2023 and ending on July 31, 2024 unless terminated earlier under the terms of this Lease. Thereafter, this Lease shall be automatically renewed and shall continue in effect for one-year terms upon the same terms and conditions of this Lease unless terminated by either party as provided herein. The Tenant may terminate this Lease upon providing thirty (30) days' notice in writing to the Landlord.

3. Initial Rent. (a) Tenant shall pay to Landlord as rent for the Premises, monthly payments in the amount of **Five Hundred Twelve and 49/100 (\$512.49)**, due in advance, without demand, on the first day of each month of the term hereof. Rent for any period during the term hereof which is for less than one month shall be in an amount equal to a pro rata portion of the monthly installment. Tenant is responsible for all taxes, special assessments, fire protection fees, or other fees as assessed by lawful authority. If default shall be made in payment of any part of said rent after the same becomes due, or in the case of a breach or evasion or any attempt to breach or evade any of the covenants or conditions of this Agreement, Landlord may forfeit and annul the unexpired portion of this Lease. Tenant further agrees that any rental payments not paid by the 10th day of the month shall be considered past due and will be charged a of 10% penalty accordingly. Payments of rent shall be made payable to the Hernando Board of County Commissioners and delivered to the Airport Manager at 15800 Flight Path Drive Brooksville, Florida 34604.

(b) Security Deposit. Tenant has paid to Landlord the amount of **Four Hundred Seventy-Five and 0/100 (\$475.00)** equal to one (1) month's base rent (monthly rent less tax and fire assessment), which shall be a security deposit for Tenant's faithful performance of Tenant's obligations under this Lease Agreement. If Tenant fails to pay rent or other charges due under this agreement, or otherwise defaults with respect to any provision of this Lease Agreement, Landlord may use, apply, or retain all or any parts of the deposit to cure the default or to compensate Landlord for all damages sustained by it resulting from Tenant's default. If any part of the deposit is so used or applied, Tenant shall, upon demand,

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deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Tenant's failure to do so shall be a material breach of this Lease Agreement and shall constitute default hereunder. Landlord shall maintain the security deposit separate and apart from Landlord's general funds and may commingle the security deposit with security deposits received from other tenants. It tenant shall fully and faithfully perform all of its obligations under this Lease Agreement, the security deposit or any balance of the security deposit shall be returned to Tenant at the expiration of the term of this Lease Agreement, or after Tenant has vacated the demised Premises, whichever is later.

(c) Rent Increase. Landlord may review and adjust rent for Premises on an annual basis. The Tenant shall be provided thirty (30) days' notice in writing of any adjustment of rent. **The new fee will become effective October 1st of each year.**

4. Use of Premises. (a) The Landlord leases the Hangar identified herein to Tenant, together with the right of access to the Hangar, subject however to the right of the Landlord to control the Airport and Hangar use and access. The Premises shall be occupied and used exclusively for the storage of the Aircraft and for no other purpose. No Aircraft other than the Aircraft identified herein above may occupy the Premises without the prior written consent of the Landlord. Use of the Premises for consumption of alcoholic beverages is strictly prohibited.

(b) No commercial activity of any kind whatsoever shall be conducted by Tenant on, from, around or adjacent to the Premises, which commercial activity shall include, but not be limited to, the sales, rental, charter or leasing of Aircraft, providing of flight instruction, aerial survey or photography work.

(c) Tenant is not permitted to use the Premises for the storage of automobiles, vehicles, trailers, boats, or other personal property not associated with the operation of the Aircraft, however, Tenant may use the Premises for motor (current state licensed) vehicle parking while the Aircraft described in this Lease is in use.

(d) The Tenant is not permitted, nor shall the Tenant permit others, to perform maintenance on any Aircraft in or about the leased Premises, except for such routine preventative maintenance performed by the owner without the assistance of an FAA certificated Aircraft, powerplant, or avionics technician. Maintenance is defined as the inspection, overhaul, minor or major repair, minor or major alteration, or preservation of an Aircraft, powerplant, propeller or appliance and the replacement of parts thereto, but it excludes preventative maintenance as defined in 14 CFR 43 Appendix A provided that the person performing the preventative maintenance is qualified as specified in 14 CFR 65 Subpart D as amended from time to time. The tenant shall not perform or permit others to perform any hazardous operations including fuel transfer, welding, torch cutting, torch soldering, doping and spray painting on the Premises. All flammable and combustible materials must be stored in approved safety containers or flammable liquid storage cabinets in accordance with the standards set forth in the National Fire Protection Association (NFPA) Number 30, Flammable Materials and Number 409, Aircraft Hangars.

(e) Fire Extinguisher. A fire extinguisher shall be provided and maintained by the Landlord and shall be mounted in the Premises. The cost of recharging any extinguisher shall be borne by the Tenant unless the Landlord is responsible for extinguisher discharge. The Tenant shall replace any lost or damaged fire extinguisher immediately. There will be "NO SMOKING" within the Premises.

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- (f) Heaters. Tenant is not permitted to operate any space heaters in hangar.
- (g) Repairs. Tenant shall be solely responsible at Tenant's sole expense, to repair any damage, caused to the Premises by Tenant, its agents, employees or invitees, and restore the Premises to its original condition. Tenant shall keep the Premises free and clear of debris at all times.
- (h) Applicable Rules & Regulations. In utilizing the Premises, Tenant further agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by any federal, state or local government or agency, or by Landlord.
- (i) Termination/Surrender. Upon the termination of this Lease, Tenant shall immediately surrender possession of the Premises to Landlord and shall immediately remove the Aircraft and all other personal property from the Premises, and shall return the Premises to Landlord in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Premises caused by Tenant's use, including but not limited to, bent or broken interior wall, damage to unsealed floors due to fuel or oil spillage, or doors damaged due to Tenant's improper or negligent operation.
5. Condition of Premises. Tenant shall accept the Premises in its present condition without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind within or to the Premises. The Premises are to be kept and maintained by Tenant in as good of repair and condition as it presently exists as of the date of this Lease. If Tenant fails to make the necessary repairs or restoration Landlord may, but need not, make repairs and collect costs in addition to rent due.
6. Hazardous Materials. Tenant hereby agrees that it shall not store or dispose of on the Premises any "Hazardous Materials" as defined by federal, state or local law, as from time to time amended. Tenant hereby further agrees that it shall indemnify and hold harmless Landlord for any injury, loss, costs, fines, penalties, and/or damages arising out of or incident to Tenant's failure to comply with this provision regarding "Hazardous Materials" and/or Tenant's failure to comply with all federal, state, and local laws regarding "Hazardous Materials". This provision shall not apply to the storage of flammable liquids necessary for the operation of Aircraft, provided that such flammable materials are properly and safely stored in approved safety cans, flammable liquid storage cabinets in accordance with National Fire Protection Association ("NFPA") Standard Number 30, as amended from time to time, and further provided that the storage of any such flammable liquids shall be limited to a maximum of five (5) gallons. The storage of flammable liquids on the Premises is, however, strongly discouraged. In no event shall any such flammable liquids be disposed of on the Premises.
7. Airport Rules and Regulations. Tenant agrees to observe, obey and comply with any and all rules and regulations with respect to the use of the Premises and the Airport, as amended. Tenant hereby acknowledges receipt of the Brooksville - Tampa Bay Regional Airport Rules and Regulations and Minimum Operating Standards. Tenant shall ensure that its employees, agents, invitees and any other persons over whom it has control comply with Airport rules, regulations, policies and ordinances governing the use of the Airport as are amended from time to time. Failure of the Tenant(s), or Tenant's

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employees, agents and/or invitees to comply with the Rules / Regulations is grounds for eviction and termination of this Lease; or refusal to extend this Lease or grant another Lease; or for penalties as provided therein.

8. Insurance. (a) The Tenant shall carry Aircraft Liability Insurance on each and every Aircraft described in this Agreement in an amount not less than one million dollars (\$1,000,000) with a Certificate of Insurance and accompanying endorsement provided to the Landlord naming Hernando Board of County Commissioners as an additional insured. In the event that the Tenant is unwilling to obtain such insurance, or is unable to obtain such insurance for any reason, this Agreement shall be immediately terminated without further notice.

(b) The Tenant also agrees to indemnify and hold harmless the Landlord, the Hernando County Board of County Commissioners, and their agents and employees from any and all claims or damages arising out of the Tenant's use of the Premises or while the Tenant or the Tenant's guests are on Airport property; however, excluding the intentional acts or gross negligence of the Landlord, the Hernando Board of County Commissioners or their agents and employees.

9. Condemnation. "Condemnation" shall mean the taking of the rentable space or any part of the Premises by a governmental body under condemnation law or similar authority. In the event of condemnation, the Lease shall terminate as of the date of notice to the owner. If there is a minor taking of the Premises as solely determined by the Landlord, then Tenant's rent shall be proportionately reduced to the extent of its use of the Premises and any remedies normally available to the Tenant in condemnation will automatically be transferred to the Landlord.

10. Destruction. "Destruction" shall mean damage or Destruction to the Premises or the Hangar to the extent that the cost of repair is greater than thirty percent (30%) of the fair market value of either immediately prior to such damage or Destruction. If at any time during the term of this Lease there is damage to the Hangar or Premises, whether or not an insured loss (including Destruction required by any authorized public authority), which may be classified as Destruction, this Lease shall at Landlord's option, terminate as of the date of such Destruction. Notwithstanding the foregoing, if Landlord completes rebuilding of the Premises at Landlord's option within the Lease term, then Tenant shall have the right to reoccupy the Premises upon the terms and conditions that will be in effect at the time. Landlord reserves the absolute right to make the determination to rebuild or the right not to rebuild the Premises.

Subject to the provisions on condemnation and damage near the end of the term, if at any time during the term of this Lease there is damage which does not fall within the classification of Destruction, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's sole expense), Landlord will repair such damages within a reasonable time at Landlord's expense, in which event this Lease shall continue in full force and effect.

11. Damage Near End of Term. If at any time during the last six (6) months of the term of the Lease there is damage, or Destruction as defined above, Landlord or Tenant may cancel and terminate this Lease as of the date of occurrence of such damage or Destruction by giving written notice within thirty

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(30) days after the date of occurrence of such damage or Destruction.

12. Abatement of Rent; Tenant's Remedies. (a) In the event of damage described in paragraphs 11 and 12 of this Lease, while Landlord repairs or restores the Premises, the rent payable hereunder for the period during which such damage, repair, and restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired.

(b) If Landlord shall be obligated to repair or restore the Premises and shall not commence such repair or restoration within a reasonable time after such obligations shall accrue, Tenant may at its option cancel and terminate the Lease by giving Landlord written notice of Tenant's election to do so, provided that Landlord has been given a reasonable amount of time in which to commence such repair or restoration. In such event, this Lease shall terminate as of the date of such notice.

13. Utilities. If applicable, Tenant shall pay for all utilities supplied to the Premises.

14. Alterations. Tenant covenants and agrees not to install any signs or fixtures or make any alterations, additions or improvements to the Premises without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Premises shall become Landlord's property; and shall remain in the Premises at the termination of this Agreement, however terminated, without compensation or payment to Tenant.

15. Services Provided. Landlord will maintain the structural components of the Premises including doors, door mechanisms and locking systems. Locking systems shall not be altered, changed or supplemented. Landlord will provide routine building maintenance without additional cost to Tenant.

16. Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber, in whole or in part, Tenant's interest in this Lease or in the Premises. The parking of Aircraft not owned wholly or partially by Tenant in the Hangar shall constitute a sublease. The prohibition on assignment and subletting extends to corporate entities of which Tenant may be a shareholder.

17. Tenant Default and Remedies. The occurrence of any one of the following events shall constitute a breach of this Lease and default by Tenant:

(a) The failure by Tenant to observe or perform any of the material covenants, conditions, or provisions, including payment of rent when due of this Lease to be observed or performed by Tenant when such default shall continue for five (5) days after written notice thereof from Landlord to the Tenant by certified mail to the address provided in this Lease.

(b) The failure by Tenant, its employees, agents and invitees, to comply with the Rules and Regulations.

18. Remedies Upon Default. Upon any breach of this Lease by Tenant:

(a) Landlord shall, at its discretion, and without further notice, have the right to terminate this Lease

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and to remove the Aircraft and any personal property of Tenant from the Premises, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Tenant hereby expressly waives the service of any notice. Exercise by Landlord of the aforementioned rights and remedies shall not prejudice Landlord's right to pursue any other remedy available to Landlord in law or equity for Tenant's breach.

(b) The Tenant hereby specifically authorizes Landlord to remove the Aircraft, without any responsibility or liability on Landlord's part in regard to the condition of the Aircraft either during or after Landlord's removal of the Aircraft. Tenant shall also be liable for any storage or towing fees incurred as a result of Landlord's removal of said Aircraft.

19. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days receipt of written notice by Tenant. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

20. DISCLAIMER OF LIABILITY. LANDLORD HEREBY DISCLAIMS AND TENANT HEREBY RELEASES LANDLORD FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS AGENTS, REPRESENTATIVES, INVITEES OR LICENSEES, DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED WITHIN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED SOLELY BY LANDLORD'S NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASE OF THE PREMISES UNDER THIS LEASE.

21. Notices. Any notices given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, at the following address:

Landlord:	Tenant (if different than mailing address)
Hernando Board of County Commissioners	_____
Attn: Airport Manager	_____
15800 Flight Path Drive	_____
Brooksville, Florida 34604	_____
(352) 754 - 4061	_____

Tenant is required to notify Landlord of address and telephone number changes.

22. Subordination. This Lease may be subordinated by Landlord to any ground lease, mortgage or deed of trust placed upon the property upon which the Premises is located, so long as the holder of such obligation agrees to recognize this Lease if Tenant is not then materially in default under the Lease.

23. Inspection of Premises. Landlord shall have the right to enter the Premises. Landlord will give

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reasonable notice to inspect the Premises, to ensure compliance with this Agreement and to perform routine maintenance. Landlord may enter Premises under emergency conditions without notice.

24. Attorneys' Fees. In the event of any claim, action or dispute arising out of or related to this Agreement, such claim, action, or dispute shall be brought only in civil court in Hernando County, Florida. Each party shall bear its own attorney's fees and costs in any claim, action, dispute, and/or appeal. Both parties waive the right to trial by jury and this Agreement shall be governed by Florida law.

25. No Waiver. No waiver by Landlord of any breach by Tenant of any of the terms, agreements, covenants or conditions of this Lease shall be deemed to constitute a waiver of any subsequent breach thereof, or a waiver of any breach of any of the other terms, agreements, covenants or conditions of this Lease. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver shall be in writing signed by the Landlord.

26. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.

27. Applicable Law. The laws of the State of Florida shall govern the construction, interpretation, validity, performance and enforcement of this Lease.

28. Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29. Entire Agreement. This Lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, discharge or effect abandonment in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

30. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto, and the heirs, personal representative, successors of said parties.

31. Airport Security; Access Gate. It is understood and agreed that maintaining the airside portion of the Airport secure from trespassers and unauthorized persons is a critical goal and objective regarding local and national security and that the responsibility for security should be shared by all airport tenants and authorized users alike. The Tenant acknowledges that access to/from the airside portion of the Airport is through a secured gate (the "Airside Gate") shared with other airside tenants and authorized users. The Tenant, its agents, contractors, subcontractors, employees, subtenants and guests shall close and **lock** the Airside Gate at all times following its use, whether entering or exiting, and regardless of whether said gate was wholly or partially open or unlocked immediately prior to such use.

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IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed. This Agreement shall be binding upon and shall run in favor of the heirs, administrators or successors of the parties hereto. This Agreement shall be effective upon the date signed by the last party.

SEAL

LANDLORD:

For the Hernando Board of County Commissioners
15470 Flight Path Drive
Brooksville, Florida 34604

By: _____

Clerk of Circuit Court

Board of County Commissioners, Chairman

TENANT:

(Signature)

By:  _____

(Print Name)

Darren Gaines