

**BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT LESSOR  
AIRCRAFT STORAGE HANGAR RENTAL AGREEMENT**

This HANGAR RENTAL AGREEMENT (the "Agreement") entered onto this 7<sup>th</sup> day of November, 2023 by and between the Hernando County Board of County Commissioners, (Lessor) whose address is 15470 Flight Path Drive, Brooksville FL 34604 and the Florida Department of Agriculture and Consumer Services (Lessee), whose address is 3125 Conner Blvd., Tallahassee, Florida 32399.

**AIRCRAFT INFORMATION**

FAA Registration No. N158FC Owned: Yes Make/Model: C-182T Year: 2008 Engines: One

FAA Registration No. \_\_\_\_\_ Owned: Yes or No Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Engines: \_\_\_\_\_

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**ARTICLE 1 - DESCRIPTION OF THE HANGAR AND AIRCRAFT**

The Lessor hereby rents to Lessee 1,237 square feet of real property consisting of Hangar Number 1 ("Hangar") located at the Brooksville -Tampa Bay Regional Airport. The Hangar shall be used and occupied by Lessee for the storage/parking of the above referenced aircraft ("Aircraft"), or any other similar aircraft owned or leased by Lessee ("Substitute Aircraft"), provided Lessee has submitted written notification to the Lessor to store the Substitute Aircraft in the Hangar. All provisions of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

**ARTICLE 2 – TERM**

The Term of this Agreement shall commence on the 01 day of January, 2024 and shall continue in effect for from month to month, being automatically renewed each month, unless terminated under the terms of this agreement. Either party may terminate this Agreement upon ninety (90) days written notice to the other party prior to termination. Lessee shall be obligated to pay applicable rent for a period of 90 days upon Lessee giving notice to terminate, unless Lessor is successful at renting the hangar to another tenant at which point the balance of rent due shall be prorated.

**ARTICLE 3 – RENT**

For the use of said Hangar, Lessee shall pay the Lessor the rental amount of \$409.59 + (0%) sales tax per month for services and use of the Hangar. Monthly rental rate may only be changed upon sixty (60) days written notice to the Lessee. Said notice shall be considered given if transmitted via email upon Lessor's receipt of an acknowledgment email from Lessee.

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. In the event that this rental agreement is terminated on any day other than the first or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for on a prorated per day basis. Lessee agrees that the rent is due and owing on a monthly basis.

Monthly rental checks shall be made payable to Hernando County Board of County Commissioners.

**ARTICLE 4 - OBLIGATIONS OF LESSOR**

The Lessor covenants and agrees:

- A. **Maintenance and Repairs:** The Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and normal building maintenance without additional cost to the Lessee. Where available to the storage facility, the Lessor will provide minimal electrical power for occasional use of power tools, shops lights, Battery chargers or similar devices. Lessor shall maintain the exterior of the facility so to conform with all applicable health and safety laws, ordinances and codes.
- B. **Utilities:** The Lessor shall promptly pay all gas, water, power and electric light rates or charges which become payable during the term of this Agreement for the gas, water and electricity used by the Lessee on the premises.

The Lessor reserves the right to assess an additional fee for extraordinary consumption of utilities by the Lessee as shall be determined by the Lessor.

- C. Lessee shall have at all times the right of ingress to and egress from the rented premises. To ensure this right, Lessee shall at all times keep all required security badges current and follow all Department of Homeland Security, Transportation Security Administration, and Airport security requirements. Lessor shall make all reasonable efforts to keep adjacent areas to the rented premises free and clear of all hazards and obstructions, natural or man-made. Lessor reserves the right to improve and perform maintenance on all runways, taxiways, and apron areas. Improvement and maintenance operations may require restricted hangar access on a temporary basis with prior written notice to Lessee. Lessor shall make all reasonable efforts to notify Lessee when improvement and maintenance operations are scheduled. Lessee shall provide Lessor with up to date email contacts to facilitate notifications.

#### ARTICLE 5 – OBLIGATIONS OF LESSEE

The Lessee covenants and agrees:

- A. Storage: The Hangar shall be used for storage/parking of the above identified Aircraft or Substitute Aircraft. The aircraft shall not be non-airworthy. The Lessor reserves the right to require the Lessee to show evidence that the aircraft has successfully passed an FAA approved Airworthiness Inspection within the past 18 months. If the aircraft is an FAA legal ultralight, the Lessor may require the Lessee to demonstrate that the aircraft is capable of flight.
- B. Building Maintenance, Repair and Alterations: The Lessee shall maintain the Hangar in a neat and orderly condition and shall keep the Hangar floor clean and clear of oil, grease, and toxic chemicals. Lessee shall not engage in any hazardous activities within or about the Hangar including welding, torch cutting, spray painting or any activities which utilize open flame devices. No hazardous or flammable materials will be stored within or about the Hangar unless stored within an EPA or local fire marshal approved container/cabinet. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. The Lessee shall properly dispose of all trash, waste oil, fuel, solvents, cleaning supplies, rags and other waste materials off of the Lessors property. At no time will Lessee dispose of waste fuel on the ground. Lessee shall not store or dispose of any items, of any kind outside of the Hangar or on Airport Property outside of the Hangar.

The Lessee shall be responsible for all damage to the Hangar or any property, real or personal, located on or about the Hangar damaged as a result of the Lessee's negligence or the negligence or abuse of Lessee's guests or invitees. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's next monthly rental payment.

Lessee shall make no structural, electrical or other modification, (to include painting, wall and/or floor coverings) to the premises without first obtaining the Lessor's written permission and obtaining applicable permit(s) as required. And all repairs, maintenance, improvements or alterations made by Lessee shall be accomplished in accordance with the City Building/Fire Codes. The Lessee shall not erect or attach any signage to the outside of the Hangar without the express written consent of the Lessor.

Lessee shall engage wind-locks at all times when hangar door is closed. Lessee shall report any malfunction of the hangar doors immediately to the Lessor. Lessee shall hold the Lessor harmless from damage to aircraft or hangar contents due to Lessee's failure to engage wind locks or report door malfunction.

- C. Use of Hangar: The Hangar is for storage of Lessee's aircraft. The Lessee may only perform preventative maintenance within the Hangar, on aircraft owned by the Lessee, and as approved under Federal Aviation Regulations Part 43. Painting and major aircraft repairs are prohibited unless otherwise approved in writing by the Lessor and the local fire marshal. Temporary storage of non-aviation items may be allowed if approved in writing by the Lessor or its designated representative. Said storage shall be incidental to the storage of aircraft. The

Lessee will be allowed to park his or her car in/on the rented premises only during such time that Lessee is using the aircraft. Vehicles used to access the hangar shall have an Airport issued vehicle permit affixed to the vehicle as directed by the Authority.

- D. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar, without the express, written consent of the Lessor. For the purpose of this Agreement, commercial activity shall be defined as any activity relating to the buying or selling of goods or services. Commercial activity is governed by the Lessor's Minimum Standards and Requirements for Aeronautical Activities. Participation in a commercial activity in, from or around the hangar may result in immediate termination of this Agreement.
- E. Access: The Lessee agrees to use only locks supplied by the Lessor. The Lessee will be issued two proprietary style keys, which may only be copied by the Lessor. In the event that Lessee loses or damages the lock or key(s), the Lessee shall be responsible for the cost of replacing the lock or re-keying the lock core, as required, and the cost of key replacement. The Lessor shall retain a master key allowing access to the Hangar. Replacement costs shall be as published in the Lessor's Schedule of Rates and Charges.

Authorized representatives of the Lessor and any applicable Federal, State or local agency having jurisdiction shall have the right of access to the premises during daylight hours and upon twenty-four (24) hours advance notice to Lessee, for the purpose of inspection to determine compliance with the provisions of this Agreement or applicable Federal, State or local regulations; or to perform maintenance or make repairs to the leased property.

If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Lessee shall be so informed, and shall rectify the hazard within five (5) days of notice. If not rectified within the five (5) days specified, the Lessor reserves the right to correct the deficiency through reasonable means. Any expenses incurred by the Lessor in correcting the deficiency will be paid by Lessee. The Lessor must submit a detailed invoice with supporting documentation to the Lessee listing the commodities or services purchased to correct the deficiency.

Lessee shall follow all security rules and regulations set forth in writing by the Lessor and any agency having jurisdiction. Lessee agrees to pay all fees specified in the Lessor's published Rates and Charges for security materials, including fees associated with lost access badges, locks and keys.

- F. Termination: On the termination of this Agreement, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other personal property therein, leaving the Hangar in the same condition as when received, ordinary wear and tear excepted.
- G. Compliance with Laws: Lessee agrees to comply with all applicable ordinances, rules, and regulations established by any Federal, State, or local government agency or by the Lessor. The Lessee agrees to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

#### ARTICLE 6 - INDEMNIFICATION

Except to the extent arising from Lessor's default hereunder or the act(s) or omission(s) of Lessor or Lessor's agents, Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Lessee's use of the Hangar.

#### ARTICLE 7 - SUBAGREEMENTS/ASSIGNMENT

Lessee shall not assign or sublease the Hangar without prior written approval of the Lessor. In the event that the Lessee wishes to temporarily assign or sublease the Hangar, Lessee must first submit a request, in writing, to the Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar is prohibited. This Agreement does not run with the change

in ownership of the aircraft described or any replacement thereof, the Lessor shall remove or cause to have removed said aircraft from the Hangar within 30 days of the transfer of ownership.

ARTICLE 8 - CONDITION OF PREMISES:

Except as provided herein, Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to change or alter the present condition of the Hangar.

ARTICLE 9 - INSURANCE

Lessee will provide self-insurance through the State Risk Management Trust Fund for general liability insurance in accordance with section 284.30, Florida Statutes. Further, Lessee will provide aviation insurance for hull, single limit liability and/or guest voluntary settlement coverage on the Aircraft or Substitute Aircraft under policy number AV 004794077-54, as same may be amended, cancelled, or renegotiated by the State of Florida from time to time. Pursuant to section 284.01, Florida Statutes, Lessee will provide self-insurance coverage against loss from fire, lightning, sinkholes, and other hazards customarily insured by extended coverage.

ARTICLE 10 – CASUALTY

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable and the Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of the Lessee, its employees, agents or invitees. If such damage was caused by the Lessee, its employees, agents or invitees, the rent shall not abate. If the Hangar is rendered unusable and the Lessor elects not to repair the Hangar, this Agreement shall terminate.

ARTICLE 11 - TAXES AND FEES

If at any time during which this Agreement is in effect, the Hangar, leasehold interest in the Hangar or rental payments applicable to the Hangar become subject to any federal, excise or other tax or fee, Lessee agrees to assume the payment of such taxes or fees, upon thirty (30) days written notice of such fees becoming due and owing. Lessee shall not be responsible for the payment of any retro-active or back taxes.

ARTICLE 12 - NINTEY DAY TERMINATION

Either party of this Agreement shall have the right, with or without cause, to terminate this Agreement by giving ninety (90) days prior written notice to the other.

ARTICLE 13 - NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

ARTICLE 14 - GOVERNING LAW AND VENUE

This Agreement will become valid when executed and accepted by the Lessor or its agent and the Lessee. This Agreement 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 parties, suit will be brought only in federal or state courts in Florida and venue will be in Hernando County, Florida.

ARTICLE 15 - RELATIONSHIP OF PARTIES

Lessee shall not at any time during the term of this Agreement be considered an agent of Lessor, and the Lessor shall not be responsible for the acts or omissions of Lessee, Lessee's agents or invitees.

ARTICLE 16 - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between parties, as of its effective date and supersedes all prior independent agreements between the parties related to the renting of the Hangar. Any change or modification hereof must be in writing and signed by both parties.

ARTICLE 17 - WAIVER

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

ARTICLE 18 - SEVERABILITY

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, this entire Agreement shall not be void, but the remaining provisions shall continue in effect nearly as possible in accordance with the original intent of the parties.

ARTICLE 19 - SUCCESSORS BOUND

This Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto.

ARTICLE 21 – SOVEREIGN IMMUNITY

Notwithstanding anything herein to the contrary, this Agreement is subject to Section 768.28, Florida Statutes, which, among other things, provides that nothing herein will be deemed to (i) waive any defense of sovereign immunity available to either party, (ii) increase the limits of either party’s liability, and (iii) allow a party to assume any liability for the other party’s negligence.

ARTICLE 20 - AVAILABILITY OF FUNDS

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ARTICLE 21 – INSPECTOR GENERAL

Lessor understands and will comply with Section 20.055(5), Florida Statutes, regarding cooperating with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055.

**SIGNED BY PARTIES TO THIS AGREEMENT:**

LESSOR:

LESSEE:

By: [Signature]  
Name: John Allocco  
Title: Chairman  
Date: 11-7-2023  
Email: JAllocco@hernandocounty.us

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES  
By: \_\_\_\_\_  
Name: Joey B. Hicks  
Title: Director of Administration  
Date: \_\_\_\_\_  
Email: Joey.Hicks@FDACS.gov

(email contacts provided as a convenience)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney's Office