

CENTRAL MAINE REGIONAL AIRPORT
Airport Road
Norridgewock, Maine 04957
207-634-5351

LEASE AGREEMENT

This agreement is made and entered into by and between the Town of Norridgewock, County of Somerset, State of Maine and its successors and assigns (hereinafter, Lessor), and _____, and his/her successors and assigns (hereinafter, Lessee).

WITNESSETH

Whereas the Lessor is the owner of land in Norridgewock, Maine, at the site now or formerly known as the Central Maine Regional Airport (hereinafter, Airport), and

Whereas the Lessee desires leases of a portion of the aforementioned land for the purpose of general aeronautical use,

Now therefore, the parties in consideration of this agreement do hereby agree as follows:

ARTICLE I
LEASED PREMISES

Witnesseth that in consideration of the rent and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demise and release unto the said Lessee, certain property located at the Central Maine Regional Airport, so called, in said Norridgewock, Maine being more particularly described as follows:

The parcel subject to this lease consists of a plot of land upon which there will be or is now located a hangar constructed in part by the Lessee and in particular Hangar Lot No. _____, as delineated on a plan of said hangar and attached hereto as *Exhibit A* and which plan is made a part of the lease by reference.

Subject to the rules set forth by the Central Maine Regional Airport Hangar & Apron Construction Requirements.

ARTICLE II TERMS OF THE LEASE

The term of the lease shall be for a period of **fifteen (15) years** commencing on _____ and terminating on _____.

Lessee may extend the lease for five (5) renewal terms of five (5) years each upon the terms and conditions provided herein, and yielding and paying to the Lessor, the sum of five dollar (\$5.00) per year for the first 15 years, with any subsequent renewal years at a sum set forth by the Board of Selectmen at such time of renewal of said lease, payable in advance, and each subsequent payment to be due and payable on the anniversary date of this Lease.

Unless Lessee gives written notice of non-renewal ninety (90) days prior to expiration of a lease term, this lease will be automatically renewed for an additional five (5) years at the new rate set forth by the Board of Selectmen at such time.

ARTICLE III RENT

It is agreed that Lessee shall pay to Lessor, monthly, the then prevailing rate of hangar fees as determined solely by the Lessor.

Lessee shall pay, in a timely manner, any and all taxes due on the property assessed from any source, including, but not limited to, the Town of Norridgewock, on the leased property and any buildings, improvements, and property situated thereon. Failure to make timely rent or tax payments shall constitute a default on this lease and the Lessor shall have the rights and remedies available to it at law and pursuant to Article XII of this lease.

ARTICLE IV SECURITY DEPOSIT

None.

ARTICLE V USE OF THE PREMISES

The Lessee may only use the leased premises for the sole purposes of storage, maintenance and repair of aircraft and for indoor storage of equipment and materials associated therewith.

The Lessor shall permit access by Lessee to the leased premises from the Airport Road. No vehicle may be parked adjacent to hangar overnight or during snow removal operation without approval of Airport Manager. Vehicles may be parked in the public parking lot

The Lessee, and employees and authorized agents thereof, may utilize the leased premises twenty-four (24) hours a day, seven (7) days a week, provided that such activity shall not unreasonably interfere with other tenants' use of the airport. Lessee may not store machinery, parts, vehicles, or other materials outside the hangar space.

The leased premises shall not be used in violation of any zoning laws, or in violation of any federal, state or local government laws and/or regulations.

Should the Lessee wish to operate any business from the leased premises, it must make application to the Lessor for approval of the operation thereof. Application shall be made to the Lessor in writing, and shall include a complete description of all business activities proposed, including advertisement plans, signage, access and expectations for traffic to and from the business. Lessor has complete discretion in approving or not approving any request.

Lessee shall join or cooperate, if necessary, with the airport manager and/or Lessor in any application, compliance of licensing issues for Federal Aviation Administration or other regulatory commission, governing body or local, state and federal requirements for the airport, including, but not limited to participating in the Storm Water Pollution Prevention Plan, provided such participation or cooperation is at the cost and expense of the Lessor.

Lessee shall observe and obey all rules and regulations promulgated by the Federal Aviation Administration governing the safe conduct and efficient operation of the airport and its facilities. Lessee shall observe and obey all rules promulgated by Lessor and/or the airport manager.

During the term of this lease, it may become necessary for Lessor to initiate and implement extensive programs of construction, expansion, maintenance and repair to accommodate increased volumes of air traffic and flight activities. Lessee may be inconvenienced during such programs and may incur partially impaired use of the leased premises. Lessor shall not be liable for such inconvenience or disruption, provided that Lessor shall take reasonable steps to minimize the duration and magnitude of such inconvenience or disruption and shall make reasonable accommodations to minimize the impact upon Lessee.

Upon the termination of this lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of the Lessee and the Lessee shall have the right to remove the same from the premises within 90 days from the date of termination of the lease. Any property not so removed within the said 90 day period, shall become the property of the Lessor to be disposed of in such a way as it may be deemed fit. In the event that the Lessee elects to remove said building improvements, the land shall be left in a clean and graded condition.

ARTICLE VI UTILITIES AND COMMON AREAS EXPENSES

Lessee shall contract for, in its own name, and pay, as they become due and payable, all charges for any necessary utilities used or consumed at the leased premises. Lessor shall provide reasonable access to and across Lessor's property as necessary to provide for installation and maintenance of necessary utilities. Lessee agrees to provide reasonable access to and across the leased premises as necessary to provide for installation and maintenance of necessary utilities to Lessor and other tenants.

Lessor shall be responsible for plowing runways and taxiways and taxi lane as per existing plowing plan.

ARTICLE VII ALTERATION, MAINTENANCE, AND REPAIR OF LEASED PREMISES

Lessee may build, continue to possess and/or maintain a hangar on the property. Lessee may use Airport property surrounding the hangar to the extent reasonably necessary to conduct maintenance and repairs of the hangar buildings. Lessee shall notify the Airport Manager prior to undertaking repairs.

Lessee shall keep the Lessee's hangar(s) and immediately surrounding areas up to ten (10) feet on the side and rear of the hangar and 20 feet to the front of the hangar neat and clean and maintain the same in good repair and condition.

Lessee shall not engage in any construction or make any structural change in the leased premises without first obtaining consent, in writing, from the Lessor, and then, only upon such reasonable terms and conditions as Lessor, by such writing, shall approve; provided that such approval shall not be unreasonably withheld. Any such construction or alteration shall be made only after obtaining all required permits and licenses.

It shall be the duty of the Lessee to perform any and all repairs to the hangar to be constructed upon the leased premises and the Lessor reserves the right to give written notice to the Lessee that repairs to the hangar are needed in the opinion of the Lessor. Repairs shall thereafter be commenced within seven (7) days of receiving written notice of the same from the Lessor or its designated attorney.

It is the responsibility of the Lessee to notify, in writing, any intention to sell or to convey his right, title and interest in the aforementioned hangar within fourteen (14) days of said sale.

ARTICLE VIII INDEMNITY CLAUSE

The Lessee hereby covenants and promises with and to the Lessor that he will, during the term of this Lease, indemnify and save the Lessor harmless from all loss or damage occasioned to any persons or property sustained in or about the leased premises. The Lessor shall not be held responsible for any injury to persons or property upon the leased premises. Lessee, in consideration of the rent, accepts and assumes such responsibility and liability, and shall indemnify, defend and hold Lessor harmless thereon.

ARTICLE IX NON-LIABILITY FOR CERTAIN DAMAGES

Lessee acknowledges and represents that it has inspected the leased premises and that the same is suitable for its intended use. Lessee acknowledges that it is not relying on any representatives or warranties express or implied, made by the

Lessor or any agents of the Lessor regarding the condition or suitability of the leased premises. Lessee acknowledges that it is leasing the leased premises AS IS.

Subject to inspection.

Lessor shall not be liable to Lessee for any loss or damage occasioned by or through the acts or omissions of other tenants of the Airport or of other persons, other than Lessor's duly authorized employees or agents.

ARTICLE X PERSONAL PROPERTY RISKS

It is agreed and understood between the parties to this agreement, that all property of any kind which may be on the premises during the continuance of this lease, is to be at the sole risk and hazard of the Lessee and that if the whole or any part thereof shall be destroyed or damaged by fire or other casualty, no part of said loss or damage is to be charged to or be borne by the Lessor.

ARTICLE XI SUBLETTING AND ASSIGNMENT

The Lessee may not sublet the premises or assign this lease without the prior written approval of the Lessor, which cannot be unreasonably withheld. Lessee shall notify the Lessor of the name(s) and address(es) of the proposed Sub-Lessee(s). In the event of a sublease or assignment, the Lessee shall remain responsible for the payment of the rent and for the performance of all of the other terms of this lease required to be performed by the Lessee, in addition to any remedies Lessor may have against the Sub Lessee or assignee.

ARTICLE XII DEFAULT

Any act or omission of the Lessee contrary to the provisions of this lease, and any failure to pay rent on time, or failure to adhere to Hangar & Apron Construction Requirements shall constitute a breach of the Lease. The breach must be cured within thirty (30) days of Lessee's receipt of written notice, specifying the nature of the breach, from Lessor. If Lessee has been diligently working to cure the breach during the entire thirty (30) days and the breach has not been cured within thirty (30) days, Lessor will grant Lessee a reasonable additional time to cure the breach. If the Lessee does not cure the breach within the time required, Lessor

shall file a lien against the leased premises in an amount due the Lessor and all costs, penalties and interest accrued. Lessee must vacate the leased premises by the expiration of the time given to cure the breach, and the lease shall terminate and be forfeited. Without further notice, Lessor shall be entitled to begin an action for forcible entry and detainer to remove Lessee if it has not already surrendered the leased premises.

Provided also if the estate hereby created shall be taken on execution or by other process of law, then and in any of said cases, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof, or consent in a former instance, the Lessor may lawfully, immediately or at any time thereafter, and without demand or notice, enter onto and upon the said leased premises or any part thereof, in the name of the whole and repossess the same as of its former estate, and expel the Lessee, and those claiming through or under him, and remove his effects (forcibly if necessary) without being deemed guilty of any manner of trespass.

In any litigation arising out of or under the terms of this lease, the Lessor, should it be the prevailing party, shall be entitled to recover attorney fees and reasonable costs of litigation.

- A. If the Lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof this lease shall terminate.
- B. The Lessee can terminate this lease by giving 30 days written notice. The Lessor may terminate this lease at any time by giving 30 days written notice upon declaration by the Board of Selectmen that a public exigency exists requiring such termination. In the event that it is necessary for the Lessor to terminate this lease prior to the term set forth in Article II, the Lessee shall have the option either to follow the procedure set forth above or to receive compensation at fair market value for the building and improvements owned by Lessee as established by an appraiser upon by the Lessor and Lessee.

ARTICLE XIV SUBORDINATION

This agreement shall be subordinate to the following:

- A. Any existing or future agreements between Lessor and the United States Government relative to the operation or maintenance of the Airport,

including, but not limited to, any agreement which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport; and

- B. Any existing or future directive enforceable and/or promulgated by the State to the extent that such directive does not conflict with the applicable federal laws or regulations.

ARTICLE XIV COVENANT AGAINST LIENS

- A. Liens of Lessee: If, because of any act or omission of Lessee, any mechanics lien or other lien, charge or order for the payment of money is filed against any portion of the leased premises, Lessee shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after it receives written notice of their filing.
- B. Removal of liens: If Lessee fails to cause the liens to be discharged of record or bonded within the required 90-day period, or to satisfy them within sixty (60) days after any final judgment in favor of the lien holders, Lessor may cause the liens to be discharged. All payments by Lessor to have liens discharged shall constitute additional rent payable to Lessor by Lessee, including, but not limited to, court costs and attorney fees.

ARTICLE XV FAIR AND NONDISCRIMINATORY SERVICES

Lessor shall offer leased premises on a fair, equal and not unjustly discriminatory basis to all Lessees, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit.

ARTICLE XVI TITLE VI, CIVIL RIGHT ASSURANCES

The Lessor, for himself, his personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of gender, race, color, sexual orientation or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of gender, race, color,

sexual orientation or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the leased premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

ARTICLE XVII
MISCELLANEOUS

- A. Notices: All notices to Lessee or Lessor required herein shall be addressed to the parties at the following addresses:

Lessor: Town of Norridgewock
 16 Perkins Street
 P.O. Box 7
 Norridgewock, Maine 04957

Lessee: _____

- B. Applicable Law. All legal disputes between Lessor and Lessee arising under or relating to this lease shall be resolved pursuant to the laws and regulations of the State of Maine.
- C. Sever ability. If any provision of this lease or any application thereof shall be invalid or unenforceable, the remainder of this lease and any other application of such provision shall not be affected thereby.
- D. Binding effect. The provisions of this lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
- E. Non-Waiver. No delay or failure by either party to exercise any right under this lease, and no partial or single exercise of any right, shall constitute a waiver of that or any other right, unless otherwise expressly provided therein.

F. Time of essence. This is expressly declared to be of the essence in this lease.

G. Entire Agreement. This lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties.

EXECUTED AND AGREED UPON this _____
Day of _____, 20____.

TOWN OF NORRIDGEWOCK:

By: _____	_____
Town Manager	Lessee