

STATE OF SOUTH CAROLINA
AIRCRAFT HANGAR LEASE
COUNTY OF GREENWOOD

THIS AGREEMENT is entered on _____, 2017, between GREENWOOD COUNTY ("Lessor") and _____ ("Lessee").

1. The Lessor agrees to lease Aircraft Hangar Number _____ located at the Greenwood County Airport to the Lessee for the housing and storage of the following aircraft on the terms and conditions set forth in this lease:

The Lessee may not house or store a different airplane without the written consent of the Lessor, which consent shall not be unreasonably withheld.

2. The Lessee shall pay \$_____ per month rent. Rent shall be paid **at 600 Monument Street, P106, Greenwood, SC 29646** in advance on or before the first day of each month beginning _____, 2017. The Lessor agrees to allow the Lessee to pre-pay rent and to apply the prepayment to the Lessee's account each month. In the event the lease is terminated before all of the prepayment is applied, the Lessor shall refund the balance to the Lessee.
3. The term of this lease shall be month to month, and the lease may be terminated by either party upon giving notice to the other of intent to terminate at least 30 days in advance of the termination date.
4. The Lessee is to make no alterations or additions to the hangar without the express written consent of the Lessor. Any alterations or additions shall become the property of the Lessor upon the termination of this lease. Upon termination of this lease agreement, the Lessee shall surrender the premises to the Lessor in the same condition it was in at the beginning of the lease, reasonable wear excepted. The Lessee shall remove all trash and debris from the Hangar.
5. In addition to house and storing the airplane identified herein, the hangar may also be used for the purpose of storing limited supplies and equipment necessary to service and maintain the airplane. Storage of materials not directly related to the operation and maintenance of the aircraft is not permitted. The Hangar shall not be used for the operation of any commercial enterprise. Fueling of aircraft within a hangar or storage of fuel outside of the aircraft tanks in a quantity of more than 5 gallons total is strictly not allowed. Open flame cooking, picnicking, assembly or group meetings within the hanger or hangar area are not permitted. Vehicles must be parked in such a place and manner that they do not impede movement of aircraft.
6. The Lessee agrees to indemnify the Lessor and hold the Lessor harmless from any claims asserted for injury to the person or property of the Lessee or the Lessee's guests or the enforcement of the Lessor's rights under this lease, including costs and reasonable attorney fees.
7. The Lessee shall obtain a policy of insurance, naming Greenwood County as an additional insured, which insures against any loss to Greenwood County or to any third party as a result of the negligence of the Lessee or the Lessee's guests.
8. The Lessor, through the Airport Manager, shall have the right to impose reasonable rules and regulations from time to time. Violation of any rule or regulation shall be a violation of this lease.

9. The Lessee's rights under this lease shall not be assigned to a third party without the consent of the Lessor. Should the Lessee divest himself of ownership in the airplane identified in this lease, the lease shall automatically terminate unless the Lessee acquires a replacement aircraft within 90 days.

10. The Lessee acknowledges that the Greenwood County Airport was acquired by Greenwood County under two quitclaim deeds from the War Assets Administration, said deeds being dated July 11, 1947, and April 21, 1948, and are on file in the office of the Clerk of Court for Greenwood County, South Carolina. These restrictions contained in those deeds are incorporated herein and by reference made a part hereof and the attention of the Lessee is directed to the terms and provision of said deeds. The deeds provide, in relevant part, that the United States government has the right under certain circumstances to re-enter and take possession of said airport during a case of an emergency for use by the United States government. The County and the United States Government shall be held harmless from claims arising from Lessee's loss of use during such a time.

11. The Lessee also acknowledges that there are others using the airport, runways and approaches to the airport and the Lessee will at all times cooperate with the use of same in a manner to prevent conflicts with other users, their vehicles, and aircraft. Lessee shall plan and execute his use of the facilities so that the airport be used in a manner that promotes the use of the airport for airport purposes. The airport facilities and resources shall not be used by the Lessee for non-aviation related activities.

Greenwood County _____

(Name if not an individual)

By: County Manager/Designee

Lessee or Authorized Signatory

Date

Bills to Be Mailed To:

Name _____

Address _____

City, State, Zip _____

Daytime Phone _____ Emergency Phone _____

Email Address _____