

## STANDARD HANGAR LEASE AGREEMENT

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this 1<sup>st</sup> day of October, 2016, by and between the Mayor and Aldermen of the City of Vicksburg ("Lessor") and Carl Flowers ("Lessee").

In consideration of the mutual covenants contained herein, and for other goods and valuable consideration, the parties hereby agree as follows:

1. Lease of Hangar: Lessor hereby leases to Lessee Hangar #A10 (the "Hangar") located at the Vicksburg Municipal Airport (the "Airport") and described as follows: single-aircraft T-hangar 42' wide, 35' 2" deep, 15' door height. The Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft: Cessna 182, registration number N8992G (the "Aircraft"), or any other similar aircraft owned or leased to Lessee (the "Substitute Aircraft"). In the event Lessee is permitted to store a Substitute Aircraft in the Hangar, all provisions of this Agreement applicable to Aircraft shall be applicable to the Substitute Aircraft.

2. Term: The term of this Agreement shall commence on October 1, 2016, and shall continue in effect until September 30, 2017, unless earlier terminated under the terms of this Agreement. Thereafter, this Agreement shall be reviewed by Lessor and by Lessee and may, upon mutual consent, be reinstated for an additional five year term, with the option for a third five-year term upon an additional review at the end of the second term, unless terminated under the terms of this agreement.

3. Rent: For use of the Hangar, Lessee shall pay Lessor, at the address specified in Paragraph 19, the amount of Two Hundred Dollars (\$200.00) per month, payable in advance on or before the first day of each month. The amount of rent may be changed from time to time by Lessor upon thirty (30) days' prior written notice to Lessee.

4. Services Provided: Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide light, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. Use of the Hangar: The Hangar shall be used only for storage of the Aircraft and any appropriate vehicle for maneuvering the Aircraft into and out of the hangar such as an

ATV, golf cart, Lektro, et cetera. Other items related to the operation and routine service and maintenance of the Aircraft shall be permitted. This provision does not preclude the parking or storage of Lessee's private automobile during any cross country flight. No commercial activity of any kind whatsoever shall be conducted by Lessee in, from or around the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. Lessee shall keep the Hangar and the surrounding area clean and free of debris at all times. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules, and regulations established by any federal, state, or local governmental agency, by Lessor or by City of Vicksburg (the "City"). On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property therefrom, leaving the Hangar in the same condition as when received, ordinary wear and tear excepted. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

6. Primary Lease. It is expressly understood and agreed that if the primary lease with the Lessor, which covers the Hangar and adjacent areas, is terminated, cancelled or for any reason abated as to any portion of the Hangar or adjacent areas, such termination, cancellation or abatement will operate as a cancellation of this Agreement, and Lessor will be relieved of liability for any and all damages Lessee may sustain as a result thereof.

7. Sublease/Assignment: Lessee agrees not to sublease the Hangar or to assign this Agreement to any other party. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

8. Condition of Premises: Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of the Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

9. Alterations: Lessee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or additions and improvements made to the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

10. Insurance: Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as co-insured, insurance of such types and in such amounts as may be approved by

Lessor, insuring against liability for damage or loss to Aircraft or other property, and against liability for personal injury or death, arising from acts of omissions of Lessee its agents and employees. Such policy and policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor must receive at least ten (10) days' prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of this Agreement, Lease shall deliver to Lessor certificates or binders evidencing the existence of the insurance required herein.

11. 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 untenable by such damage. If the Hangar is rendered untenable and 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 Lessee, its employees, agents or invitees, in which case the rent shall not abate. If Hangar is rendered untenable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

12. Indemnity – Force Majeure: Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Lessor by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of god, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.

13. DISCLAIMER OF LIABILITY: LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OR ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OR LESSEE THAT MAY BE LOCATED OR STORED IN THE HANGAR, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY 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 LEASING OF THE HANGAR UNDER THIS AGREEMENT.

14. Default: This Agreement shall be breached if: (a) Lessee shall default in the payment of any rental payment hereunder, (b) Lessee shall default in the performance of any other covenant herein, and such default shall continue for five (5) days after receipt by Lessee or notice thereof from Lessee; (c) Lessee shall cease to do business as a going concern; (d) a petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement); or (e) Lessee assigns his/her property for the benefit of creditors. In the event of any breach of this Agreement by Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this agreement and to remove the Aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity.

15. Thirty (30) Days Termination: Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty (30) days' prior written notice to the other party.

16. Governing Law: This Agreement shall be constituted in accordance with the laws of the State of Mississippi.

17. Relationship of Parties: The relationship between Lessor and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the term of this agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

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

19. Notices: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

(1) If to Lessor, addressed to:

City of Vicksburg  
Attn: City Clerk

P. O. Box 150  
1401 Walnut Street  
Vicksburg, MS 39180  
(CC one copy to Airport Director at the above address)

(2) If to Lessee, addressed to:

Carl Flowers  
~~170 Chapel Hills Drive~~ 1578 Porters Chapel Rd  
Vicksburg, MS 39180

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

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

21. 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.

22. Successors Bounds: This Agreement shall be binding on and shall inure to benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR: CITY OF VICKSBURG

By:

\_\_\_\_\_

George Flaggs, Jr.

Title: Mayor

LESSEE: CARL FLOWERS

Carl Flowers By: \_\_\_\_\_ (signature)

Carl Flowers (printed name)

Title:  
Owner (printed title)