

# THE DELAWARE RIVER AND BAY AUTHORITY

## MONTHLY USE AND OCCUPANCY AGREEMENT FOR T-HANGAR UNITS

This is an agreement between the parties shown in Item 1 and The Delaware River and Bay Authority ("Landlord"), for the use and occupancy of certain space identified in Item 7 under the terms and conditions set forth below.

1. AIRCRAFT OWNER OR OWNERS AS REGISTERED WITH THE FAA  
("TENANT"):

2. AIRCRAFT OPERATOR OR OPERATORS (PILOTS):

3. MAILING ADDRESS:

\_\_\_\_\_

(Name of Person or Company)

\_\_\_\_\_

(Street Address or P.O. Box )

\_\_\_\_\_

(Apt or Suite)

\_\_\_\_\_

(City)

\_\_\_\_\_

(State)

\_\_\_\_\_

(ZIP Code)

4. COMMENCEMENT DATE:

5. RENT: \$

6. EMERGENCY NOTIFICATION (ELT, Wind Warning, Damage, etc.):

	FIRST	SECOND	THIRD
Name:	_____	_____	_____
Day Tel:	_____	_____	_____
Night Tel:	_____	_____	_____
Mobile Tel.:	_____	_____	_____
Page:	_____	_____	_____
Email address:	_____		

7. HANGAR LOCATION AND NUMBER:

8. AIRCRAFT DESCRIPTION: a. Registration No. \_\_\_\_\_ b. Year \_\_\_\_\_

c. Manufacturer \_\_\_\_\_ d. Model No. \_\_\_\_\_

e. Name \_\_\_\_\_ f. Principal color \_\_\_\_\_

g. Trim or accent color or colors \_\_\_\_\_

## TERMS AND CONDITIONS

A. **PREMISES.** Landlord hereby grants to Tenant the right to use and occupy the hangar space shown in Item 7 hereof (the "Premises"). Tenant accepts the same "as is" and without any representation or warranty by Landlord, express or implied in fact or by law, and without recourse to Landlord, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the Premises or any part thereof may be put.

B. **TERM.** This agreement shall commence on the date shown in Item 4 ("Commencement Date"). The term shall be month-to-month and shall automatically renew for successive monthly periods unless terminated as provided in Paragraph T hereof. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other prior to such termination. At such time as this Agreement shall terminate, Tenant shall surrender the Premises to Landlord in broom clean condition and otherwise in the condition in which it existed as of the Commencement Date.

C. **RENT.** The Tenant shall pay the rent as shown in Item 5 to the Landlord in advance on the first day of each month. The rent shall be prorated for the first and last month if the starting or termination dates fall on other than the first or last day of the month, respectively. The Landlord reserves the right to change the rent by giving the Tenant not less than thirty (30) days prior written notice. *No bill or invoice will be sent by the Landlord for rent.* Payment shall be by check or money order payable to DELAWARE RIVER AND BAY AUTHORITY and shall be mailed or personally delivered to:

P.O. BOX 566

WILMINGTON, DE 19899

D. **LATE PAYMENTS.** Rent payments not received within fifteen (15) days from the due date shall be assessed a late payment charge of two percent (2%) per month of the unpaid balance.

E. **REPAIR AND MAINTENANCE.** Landlord shall be responsible for making only structural repairs to the Premises. Tenant shall be responsible for keeping the Premises in a clean and healthful condition and for performing all non-structural repairs and maintenance to the Premises.

F. **UTILITIES.** Landlord shall provide electricity to the Premises; provided, however, that Tenant shall arrange for service directly with the electric company and Tenant shall be responsible for paying for all electricity usage. Landlord shall not be required to furnish any water or sewer service, heat, air conditioning, ventilation or other utilities to the Premises.

G. **DAMAGE.** The responsibility for damage and the cost of repairs to the Premises shall be borne by the Tenant. All damage will be reported to the Landlord immediately upon discovery by Tenant. The Landlord shall also be notified at the completion of repairs. In the

event that the Premises are damaged and Tenant shall fail to make any necessary repairs, Landlord may make such repairs and Tenant shall reimburse Landlord for all amounts expended by Landlord in connection with such repairs within fifteen (15) days of Tenant's receipt of an invoice therefor.

H. **SECURITY DEPOSIT.** The Tenant shall deposit with the Landlord a deposit equal to the amount shown in Item 5 which represents one month's rent (the "Security Deposit") as security for the payment of rents and the performance and observance of the agreements and conditions in this Agreement contained on the part of Tenant to be performed and observed. The Security Deposit shall be placed in a non-interest bearing escrow account and shall be returned to the Tenant following the termination or expiration of this Agreement provided that all rent has been paid in a timely manner and there is no damage to the Premises upon surrender. In the event of any default or defaults in such payment, performance or observance, Landlord may apply the Security Deposit or any part thereof toward the curing of any such default or defaults and/or toward compensating Landlord for any loss or damage arising from any such default or defaults. Upon the surrender of the Premises at the expiration or other termination of the Term, if Tenant shall not then be in default or otherwise liable to Landlord, the Security Deposit or the unapplied balance thereof shall be returned by to Tenant. It is understood and agreed that Landlord shall always have the right to apply the Security Deposit or any part thereof, in the event of any such default or defaults, without prejudice to any other remedy or remedies which Landlord may have, or Landlord may pursue any other such remedy or remedies in lieu of applying the Security Deposit or any part thereof. If Landlord shall apply the Security Deposit or any part thereof as aforesaid, Tenant shall upon demand pay to Landlord the amount so applied by Landlord, to restore the Security Deposit to its original amount. If the outstanding rent or damage assessed at the expiration or termination of this Agreement exceeds the Security Deposit, Tenant shall pay such deficiency prior to vacating the Premises.

I. **USE OF SPACE.** The Premises shall be used for the purpose of aircraft storage and for no other purpose. Tenant shall not have the right to store items other than aircraft in the Premises; provided, however, that Tenant shall park its vehicle in the Premises during all times when the aircraft is in use. Further, Tenant shall not have the right to conduct a business in the Premises or at any other location at the Airport.

J. **LAWS AND REGULATIONS.** The Tenant shall abide by the Rules and Regulations of the Airport, a copy of which is attached hereto as Exhibit A, as well as any and all applicable laws, ordinances, orders, rules, and regulations issued by the federal, state or municipal government or other agencies or bodies having any jurisdiction thereof, including the State of Delaware, New Castle County and the Federal Aviation Administration.

K. **AIRCRAFT MAINTENANCE.** Only those preventive maintenance items specified in Appendix A(c) of Part 43 of the Federal Air Regulations, as may be amended from time to time, may be performed on the aircraft in the Premises and such preventive maintenance may be performed only by those pilots listed in Item 2.

L. **HAZARDOUS MATERIALS.** No hazardous materials, as defined in the Airport Rules and Regulations, shall be stored in the Premises at any time.

M. **AIRCRAFT FUELING OR DEFUELING.** No fueling or defueling shall be conducted within or around the Premises at any time.

N. **HAZARDOUS WASTE DISPOSAL.** The disposal of any aircraft engine oil, waste fuel, lubricants or other hazardous waste on the Airport is prohibited. Hazardous waste shall be removed from the Airport and disposed of in accordance with all applicable Airport, local, state and federal rules, regulations, laws and ordinances.

O. **SMOKING.** Smoking, or the carrying of a lighted cigar, cigarette or pipe within the Premises or in any area of the Airport is prohibited.

P. **INSURANCE.** The Tenant shall maintain in force single-limit comprehensive liability insurance, including bodily injury and property damage, with limits of not less than one million dollars (\$1,000,000.00). A certificate of such insurance shall be provided the Landlord prior to the Commencement Date and not less than twenty (20) days prior to the expiration of the then current policy. Each such certificate shall contain an endorsement that it cannot be canceled or lapse unless the Landlord is given thirty (30) days prior written notice and shall name the Landlord as an additional insured.

Q. **INDEMNIFICATION.** Landlord shall not be liable for and Tenant will indemnify and hold Landlord harmless from any loss, liability, costs and expenses, including attorney's fees, arising out of any claim of injury or damage on or about the Premises or Airport caused by the negligence or willful misconduct of or breach of this Agreement by Tenant, its employees, subtenants, invitees or by any other person entering the Premises or the Airport under the express or implied invitation of Tenant, or arising out of Tenant's use of the Premises, unless such claim for injury or damage is based upon the gross negligence or willful misconduct of or a breach of this Lease by Landlord, its agents, employees or invitees. Landlord shall not be liable to Tenant or Tenant's agents, employees, invitees or any person entering upon the Airport in whole or in part because of Tenant's use of the Premises for any damage or injury to persons or property due to any condition, design, or defect in the Premises or its mechanical systems which may exist or occur, unless such damage results from the gross negligence or willful misconduct of or breach of this Agreement by Landlord, its agents, employees or invitees. Landlord shall not be liable or responsible for any loss, damage or injury to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond control of Landlord, or, except as otherwise specifically provided in this Lease, for any injury or damage or inconvenience to Tenant which may arise through the repair or alteration of any part of the Premises by Landlord in accordance with the terms of this Agreement, or failure to make repairs, or from any other cause whatever, except in each case if such loss, damage or injury to property or person results from the gross negligence or willful misconduct of Landlord or its agents, employees, contractors or invitees.

R. **INSPECTION.** The Landlord shall have the right to enter the Premises for the purpose of safety inspections, to inspect any repairs performed Tenant and to investigate suspected violations of this Agreement.

S. **SECURITY.** The Tenant shall provide a proper door lock to insure the security of the Premises. A key or combination of the lock shall be provided to the Landlord prior to the Commencement Date.

T. **DEFAULT.** This Agreement shall be automatically terminated by the Landlord if the Tenant is in default. The Tenant shall be in default under the following circumstances:

- (i) rent has not been received by the Landlord on the date such rent is due as specified in Paragraph C, above;
- (ii) other fees and charges due the Landlord are delinquent by more than thirty (30) days;
- (iii) objects other than aircraft shown in Item 8 are stored on the Premises;
- (iv) commercial activities are conducted in the Premises without specific written authorization by the Airport;
- (v) an aircraft other than the one shown in Item 8 is stored in the Premises;
- (vi) the Premises is maintained by Tenant in a dirty, unsafe, or disorderly manner; or
- (vii) Tenant shall fail to perform any of its obligations hereunder within the time frames provided herein; or

U. **ATTORNEY' FEES.** In any action brought by Landlord for the enforcement of the obligations of Tenant, Landlord shall be entitled to recover reasonable attorney's fees.

V. **ASSIGNMENT.** The rights and obligations granted to the Tenant by this Agreement may not be assigned or conveyed in any manner.

W. **RECORDING.** Landlord and Tenant agree that neither party shall present this Agreement for recording in the Office of the Recorder of Deeds in and for Kent County.

X. **GOVERNING LAW** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

Y. **INSTRUMENT OF TRANSFER** This Agreement is subject to the provisions of the "Instrument of Transfer" between the United States of America and the Levy Court of New Castle County, Delaware, dated April 29, 1949, and effective as of October 27, 1947, as the same is of record in the Office of the Recorder of Deeds in Wilmington, Delaware in Deed Record C, Volume 49, page 75, as amended from time to time, with respect to the Premises herein leased, and subject to the right of the United States of America to repossess the Premises under any war powers act that may exist or that may hereafter be acted with reference to property such as is covered by this

Lease, with no recourse for just compensation from the United States of America for such taking of Tenant's interest in the Premises. In the event of such dispossession, Tenant may, at its election, terminate this Agreement by written notice to Landlord, but if Tenant elects not to terminate, then the Rent payable to Landlord shall be abated during the period Tenant is dispossessed, and upon repossession of the property by Landlord a corresponding extension of the Term shall become effective.

**Z. MISCELLANEOUS.**

(i) If any term or provision of this Agreement Lease or the application to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to any persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

(ii) All notices and communications required or permitted to be given or made to either party shall be deemed to be given or made when mailed by certified mail or delivered to such party at the address set forth above or at such other address as it may designate in writing to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal and intending to be legally bound.

FOR THE LANDLORD:

By: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE TENANT:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Owner shown in Item 1

## EXHIBIT A