

FORT WORTH XXXXXXXX AIRPORT
T-HANGAR LEASE AGREEMENT
(MONTH-TO-MONTH)

This T-HANGAR LEASE AGREEMENT ("Lease") is made and entered into by and between the CITY OF FORT WORTH ("Lessor"), a home rule municipal corporation situated in Tarrant County, Texas, acting by and through ROGER VENABLES, its duly authorized Aviation Director, and <NAME OF TENANT> ("Lessee"), an individual.

In consideration of the mutual covenants, promises and obligations contained herein, Lessor and Lessee agree as follows:

1. PROPERTY LEASED.

Lessor demises and leases to Lessee the following real property (hereinafter referred to as "Premises") at Fort Worth XXXXXX Airport ("Airport") in Fort Worth, Tarrant County, Texas:

1.1. T-Hangar <NUMBER OF T-HANGAR>, as shown in Exhibit "A", attached hereto and hereby made a part of this Lease for all purposes.

2. TERM OF LEASE.

This Lease shall operate on a month-to-month basis, commencing on the date of its execution. This Lease will automatically renew on the first (1st) day of each month unless terminated by either party. In order to terminate this Agreement, a party must provide the other party with written notice of its intent to terminate not less than thirty (30) days prior to the effective date of such termination.

3. RENT.

3.1. Rent During Initial Term.

Lessee hereby promises and agrees to pay Lessor as monthly rent for the Premises the sum of **One Thousand Two Hundred Fifteen Dollars and 00/100 (\$1,215.00)**. The rental rates under this Lease are based on Lessor's Schedule of Rates and Charges in effect as of the Effective Date of this Lease. On the Effective Date of this Lease, Lessee shall pay the first and last months' rent in advance. In the event that this Lease commences on a day other than the first (1st) day of any given month, the first month's rental payment shall be prorated in accordance with the number of days remaining in that month

3.2 Rent During Renewal Terms.

Rental rates for each Renewal Term shall comply with the rates prescribed for the Premises by Lessor's published Schedule of Rates and Charges in effect at the same time.

3.3. Payment Dates and Late Fees.

Monthly rental payments are due on or before the first (1st) day of each month. Payments must be received during normal working hours by the due date at the location for Lessor set forth in Section 15. Rent shall be considered past due if Lessor has not received full payment after the (10th) day of the month for which payment is due. Without limiting Lessor's termination rights as provided by this Lease, Lessor will assess a late penalty charge of ten percent (10%) per month on the entire balance of any overdue rent that Lessee may accrue.

4. MAINTENANCE AND REPAIRS.

Lessee agrees to keep and maintain the Premises in a good, clean and sanitary condition at all times. Lessee, at its own expense, shall arrange for the sanitary transport and permanent disposal away from the Airport of all of Lessee's trash, garbage and refuse. Lessee covenants and agrees that it will not make or suffer any waste of the Premises. Lessee will not pile or store boxes, cartons, barrels or other similar items in a manner that is unsafe or unsightly. Lessee shall be responsible for all damages caused by the negligence or misconduct of Lessee, its agents, servants, employees, contractors, subcontractors, licensees or invitees, and Lessee agrees to fully repair or otherwise cure all such damages at Lessee's sole cost and expense.

5. CONSTRUCTION AND IMPROVEMENTS.

Lessee shall not undertake or allow any party to undertake any kind of alteration, erection, improvement or other construction work on or to the Premises unless it first requests and receives in writing approval from the Airport Systems Director or authorized representative. All such approved construction work on and improvements to the Premises shall fully comply with the Americans with Disabilities Act of 1990, as amended.

6. INSPECTION AND ACCEPTANCE OF PREMISES.

6.1. Inspections.

Lessor, through its officers, agents, servants or employees, reserves the right to enter the Premises at any time in order to perform any and all duties or obligations which Lessor is authorized or required to do under the terms of this Lease or to perform its governmental duties under federal, state or local rules, regulations and laws (including, but not limited to, inspections under applicable Health, Mechanical, Building, Electrical, Plumbing and Fire Codes or other health, safety and general welfare regulations). Lessor shall provide Lessee with a combination lock. Lessor shall provide Lessee with advance notice of inspection when reasonable under the circumstances.

Lessee will permit the Fire Marshall of the City of Fort Worth or his agents to make inspection of the Premises at any time, and Lessee will comply with all recommendations made to Lessee by the Fire Marshal or his agents to bring the Premises into compliance with the City of Fort Worth Fire Code and Building Code provisions regarding fire safety, as such

provisions exist or may hereafter be amended. Lessee shall maintain in a proper condition accessible fire extinguishers of a number and type approved by fire underwriters for the particular hazard involved.

6.2. Environmental Remediation.

To the best of Lessor's knowledge, the Premises comply with all applicable federal, state or local environmental regulations or standards. Lessee agrees that it has inspected the Premises and is fully advised of its own rights without reliance upon any representation made by Lessor concerning the environmental condition of the Premises. Lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state or local government environmental regulations or standards that is caused by Lessee, its officers, agents, servants, employees, contractors, subcontractors or invitees.

6.3. Acceptance

In addition to Section 6.2, Lessee represents to Lessor that Lessee has inspected the Premises and is fully advised of its own rights without reliance upon any representation made by Lessor concerning the condition of the Premises. Lessee accepts the Premises in their present condition as satisfactory for all purposes set forth in this Lease.

7. PARKING.

All motor vehicles at the Airport must be parked in areas designated as motor vehicle parking areas.

8. USE OF PREMISES.

Lessee shall use the Premises exclusively for the storage of aircraft. Lessee's use of the Premises for any other purpose shall constitute a material breach of this Lease.

9. RIGHTS AND RESERVATIONS OF LESSOR.

Lessor hereby retains the following rights and reservations:

9.1. All fixtures and items permanently attached to any structure on the Premises belong to Lessor, and any additions or alterations made thereon shall immediately become the property of Lessor.

9.2. Lessor reserves the right to close temporarily the Airport or any of its facilities for maintenance, improvements, safety or security of either the Airport or the public or for any other cause deemed necessary by Lessor. In this event, Lessor shall in no way be liable for any damages asserted by Lessee, including, but not limited to, damages from an alleged disruption of Lessee's business operations.

9.3. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure.

9.4. During any war or national emergency, Lessor shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended. Lessor shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government.

9.5 Lessee's rights hereunder shall be subject to all existing and future utility easements and rights-of-way granted by Lessor for the installation, maintenance, inspection, repair or removal of facilities owned by operated by electric, gas, water, sewer, communication or other utility companies. Lessee's rights shall additionally be subject to all rights granted by all ordinances or statutes which allow such utility companies to use publicly-owned property for the provision of utility services.

9.6. Lessor covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

10. INSURANCE.

Lessee shall procure and maintain at all times, in full force and effect, a policy or policies of insurance as specified herein, naming the City of Fort Worth as an additional insured and covering all public risks related to the leasing, use, occupancy, maintenance, existence or location of the Premises. Lessee shall obtain the required insurance specified to be maintained by a commercial tenant in accordance with **Exhibit "B"**, the "City of Fort Worth Aviation Insurance Requirements" attached hereto and made part of this Lease for all purposes.

In addition, Lessee shall be responsible for all insurance to construction, improvements, modifications or renovations to the Premises and for personal property of its own or in its care, custody or control.

10.1. Adjustments to Required Coverage and Limits.

Insurance requirements, including additional types of coverage and increased limits on existing coverages, are subject to change at Lessor's option and as necessary to cover Lessee's and any Sublessees' operations at the Airport. Lessee will accordingly comply with such new requirements within thirty (30) days following notice to Lessee.

10.2 Lessee shall procure and maintain at all times, in full force and effect, a policy or policies of insurance as more particularly set forth in **Exhibit “B”**, which is attached hereto and incorporated herein for all purposes.

10.3 As a condition precedent to the effectiveness of this Lease, Lessee shall furnish Lessor with appropriate certificates of insurance signed by the respective insurance companies as proof that it has obtained the types and amounts of insurance coverage required herein. Lessee hereby covenants and agrees that not less than thirty (30) days prior to the expiration of any insurance policy required hereunder, it shall provide Lessor with a new or renewal certificate of insurance. In addition, Lessee shall, at Lessor's request, provide Lessor with evidence that it has maintained such coverage in full force and effect.

11. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Lessee shall operate as an independent contractor as to all rights and privileges granted herein, and not as an agent, representative or employee of Lessor. Lessee shall have the exclusive right to control the details of its operations and activities on the Premises and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, patrons, licensees and invitees. Lessee acknowledges that the doctrine of *respondeat superior* shall not apply as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors. Lessee further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between Lessor and Lessee.

12. INDEMNIFICATION.

LESSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE AIRPORT UNDER THIS LEASE OR WITH THE LEASING, MAINTENANCE, USE, OCCUPANCY, EXISTENCE OR LOCATION OF THE PREMISES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF LESSOR.

LESSEE COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO LESSEE'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE AIRPORT UNDER THIS LEASE OR WITH THE LEASING, MAINTENANCE, USE, OCCUPANCY, EXISTENCE OR LOCATION OF THE PREMISES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR

INTENTIONAL MISCONDUCT OF LESSOR.

LESSEE ASSUMES ALL RESPONSIBILITY AND AGREES TO PAY LESSOR FOR ANY AND ALL INJURY OR DAMAGE TO LESSOR'S PROPERTY WHICH ARISES OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS OR TRESPASSERS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF LESSOR.

LESSOR DOES NOT GUARANTEE POLICE PROTECTION TO LESSEE OR ITS PROPERTY. LESSOR SHALL NOT BE RESPONSIBLE FOR INJURY TO ANY PERSON ON THE PREMISES OR FOR HARM TO ANY PROPERTY WHICH BELONGS TO LESSEE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES OR PATRONS, AND WHICH MAY BE STOLEN, DESTROYED OR IN ANY WAY DAMAGED; AND LESSEE HEREBY INDEMNIFIES AND HOLDS HARMLESS LESSOR, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUCH CLAIMS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF LESSOR.

13. WAIVER OF CHARITABLE IMMUNITY OR EXEMPTION.

If Lessee, as a charitable association, corporation, partnership, individual enterprise or entity, claims immunity to or an exemption from liability for any kind of property damage or personal damage, injury or death, Lessee hereby expressly waives its rights to plead defensively any such immunity or exemption as against Lessor.

14. TERMINATION.

In addition to any termination rights provided herein, this Lease may be terminated as follows:

14.1. By Either Party.

Lessor or Lessee may terminate this Lease for any reason, to be effective on the expiration date of the term in effect at the time, by providing the other party with written notice not less than thirty (30) days prior to the effective date of such termination.

14.2. Failure to Pay Rent.

If Lessee fails to pay rent for the Premises in accordance with Section 3, Lessor shall provide Lessee with a written statement of the amount due. Lessee shall have ten (10) calendar days following notice to pay the balance outstanding. If Lessee fails to pay the full amount within such time, Lessor shall have the right to terminate this Lease immediately.

14.3. Breach or Default by Lessee.

If Lessee commits any breach or default under this Lease, other than a failure to pay rent, Lessor shall deliver to Lessee a written notice specifying the nature of such breach or default. Lessee shall have thirty (30) calendar days following notice to cure, adjust or correct the problem to the satisfaction of Lessor. If Lessee fails to cure the breach, default or failure within the time period prescribed, Lessor shall have the right to terminate this Lease immediately.

14.4. Rights of Lessor Upon Termination or Expiration.

Upon the termination or expiration of this Lease, all rights, powers and privileges granted to Lessee hereunder shall cease and Lessee shall immediately vacate the Premises. Lessee agrees that it will return the Premises and all appurtenances and improvements thereon in good order and repair and in the same condition as existed at the time this Lease was entered into, subject to ordinary wear and tear. Lessor shall have the immediate right to take full possession of the Premises, by force if necessary, and to remove any and all parties remaining on any part of the Premises without further legal process and without being liable for trespass or any other claim. Lessor shall also have the right to remove any and all fixtures or equipment that may be found within or upon the Premises without being liable therefor. Lessee agrees that it will assert no claim of any kind against Lessor, its agents, servants, employees or representatives which may stem from Lessor's termination of the Lease or any act incident to Lessor's assertion of its right to terminate.

15. NOTICES.

Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) deposited in the United States Mail, postage prepaid, addressed as follows:

To LESSOR:

City of Fort Worth
Aviation Department
201 American Concourse, Suite 330
Fort Worth, Texas 76106

To LESSEE:

<NAME OF TENANT>
<STREET ADDRESS>
<CITY>, <STATE> <ZIP CODE>
<TELEPHONE>

Payments are to be sent to the address below unless otherwise directed on monthly invoices.

City of Fort Worth
PO Box 99005
Fort Worth, TX 76199-0005

16. ASSIGNMENT.

Lessee shall not assign, sell, convey, sublet or transfer any of its rights, privileges, duties or

interests granted by this Lease without the advance written consent of Lessor. Any attempted assignment without prior written consent by Lessor shall be null and void. If Lessor consents to any assignment, all terms, covenants and agreements set forth in this Lease shall apply to the assignee, and said assignee shall be bound by the terms and conditions of this Lease the same as if it had originally been a party to it.

17. LIENS BY LESSEE.

Lessee acknowledges that it has no authority to engage in any act or to make any contract which may create or be the foundation for any lien upon the property or interest in the property of Lessor. If any such purported lien is created or filed, Lessee, at its sole cost and expense, shall liquidate and discharge the same within thirty (30) days of such creation or filing. Lessee's failure to discharge any such purported lien shall constitute a breach of this Lease and Lessor may terminate this Lease immediately. However, Lessee's financial obligation to Lessor to liquidate and discharge such lien shall continue in effect following termination of this Lease and until such a time as the lien is discharged.

18. TAXES AND ASSESSMENTS.

Lessee agrees to pay any and all federal, state or local taxes or assessments which may lawfully be levied against Lessee due to Lessee's use or occupancy of the Premises or any improvements or property placed on the Premises by Lessee as a result of its occupancy.

19. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Lessee covenants and agrees that it shall not engage in any unlawful use of the Premises. Lessee further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, licensees or invitees to engage in any unlawful use of the Premises and Lessee immediately shall remove from the Premises any person engaging in such unlawful activities. Unlawful use of the Premises by Lessee itself shall constitute an immediate breach of this Lease.

Lessee agrees to comply with all federal, state and local laws; all ordinances, rules and regulations of City of Fort Worth and the City of Fort Worth Police, Fire and Health Departments; all rules and regulations established by the Airport Systems Director and authorized designee; and all rules and regulations adopted by the City Council pertaining to the conduct required at airports owned and operated by the City, as such laws, ordinances, rules and regulations exist or may hereafter be amended or adopted. If Lessor notifies Lessee or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees of any violation of such laws, ordinances, rules or regulations, Lessee shall immediately desist from and correct the violation.

19.1 Compliance with Minimum Standards and Schedule of Rates and Charges:

Lessee hereby agrees to comply at all times with the City's Minimum Standards, as may be adopted by the City Council from time to time. Lessee shall be bound by any charges adopted in the City's Schedule of Rates and Charges, as may be adopted by the City Council from time to time.

20. NON-DISCRIMINATION COVENANT.

Lessee, for itself, its personal representatives, successors in interest and assigns, as part of the consideration herein, agrees as a covenant running with the land that no person shall be excluded from participation in or denied the benefits of Lessee's use of the Premises on the basis of age, race, color, national origin, religion, disability, sex, sexual orientation, transgender, gender identity or gender expression. Lessee further agrees for itself, its personal representatives, successors in interest and assigns that no person shall be excluded from the provision of any services on or in the construction of any improvements or alterations to the Premises on grounds of age, race, color, national origin, religion, disability, sex, sexual orientation, transgender, gender identity or gender expression.

Lessee agrees to furnish its accommodations and to price its goods and services on a fair and equal basis to all persons. In addition, Lessee covenants and agrees that it will at all times comply with any requirements imposed by or pursuant to Title 49 of the Code of Federal Regulations, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation and with any amendments to this regulation which may hereafter be enacted.

If any claim arises from an alleged violation of this non-discrimination covenant by Lessee, its personal representatives, successors in interest or assigns, Lessee agrees to indemnify Lessor and hold Lessor harmless.

21. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Lease, City of Fort Worth does not waive or surrender any of its governmental powers.

22. NO WAIVER.

The failure of Lessor to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of Lessor's right to insist upon appropriate performance or to assert any such right on any future occasion.

23. VENUE AND JURISDICTION.

Should any action, whether real or asserted, at law or in equity, arise out of the terms of this Lease or by Lessee's operations on the Premises, venue for such action shall lie in state courts located in Tarrant County, Texas, or the United States District Court for the Northern District of Texas, Fort Worth Division. This Lease shall be construed in accordance with the laws of the State of Texas.

24. ATTORNEYS' FEES.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or

charges, or the enforcement of performance or observances of any covenant, obligation or agreement, Lessor and Lessee agree that each party shall be responsible for its own attorneys' fees.

25. SEVERABILITY.

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

26. FORCE MAJEURE.

Lessor and Lessee will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the Lessor in its sole discretion. The notice required by this section must be addressed and delivered in accordance with this Lease.

27. ENTIRETY OF AGREEMENT.

This written instrument, including any documents incorporated herein by reference, contains the entire understanding and agreement between Lessor and Lessee, its assigns and successors in interest. Any prior or contemporaneous oral or written agreement is hereby declared null and void. This Lease shall not be amended unless agreed to in writing by both Lessor and Lessee.

29. RIGHT TO AUDIT.

Upon Lessor's request and following reasonable advance notice, Lessee will make such books and records pertaining to this Lease available for review by Lessor during Lessee's normal business hours. Lessor, at Lessor's sole cost and expense, shall have the right to audit such books and records in order to ensure compliance with the terms of this Lease and the Sponsor's Assurances made by Lessor to the Federal Aviation Administration.

30. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

31. CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE.

Lessee acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this Lease, Lessee certifies that Lessee’s signature provides written verification to the City that Lessee: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Lease.*

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples on this the ____ day of _____, 2021.

CITY OF FORT WORTH:

By: _____
Roger Venables
Aviation Director

Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Roger Venables**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the **City of Fort Worth** and that he executed the same as the act of the **City of Fort Worth** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2021.

Notary Public in and for the State of Texas

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

By: _____
Thomas Royce Hansen
Assistant City Attorney

By: _____
Jannette S. Goodall
City Secretary

M&C: None Required

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Barbara Goodwin
Real Property Manager

LESSEE:
<NAME OF TENANT>

ATTEST:

By: _____

By: _____

Date: _____

STATE OF TEXAS §

COUNTY OF TEXAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared <NAME OF TENANT>, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of <COMPANY NAME OR NAME OF TENANT> and that s/he executed the same as the act of <COMPANY NAME OR NAME OF TENANT> for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public in and for the State of Texas

EXHIBIT A

INSERT MAP OF WHERE T-HANGAR IS LOCATED

EXHIBIT B



EXHIBIT B -MINIMUM INSURANCE REQUIREMENTS

Category	Property Insurance	Commercial General Liability	Hangarkeepers Liability ¹	Environmental Impairment Liability	Aircraft and Passenger Liability	Automobile Liability (To Include Hired & Non-owned Vehicles) ⁶
Fixed Base Operators (FBO's)	Yes	\$5,000,000	\$5,000,000	\$1,000,000		\$ 1,000,000
Aircraft Maintenance Operator and Avionics or Instrument Maintenance Operator-Piston	Yes	\$1,000,000		\$1,000,000		\$ 1,000,000
Aircraft Maintenance Operator and Avionics or Instrument Maintenance Operator-Turbine	Yes	\$5,000,000		\$1,000,000		\$ 1,000,000
Avionics or Instrument Maintenance Operator (Bench work Only)	Yes	\$1,000,000				\$ 1,000,000
Aircraft Rental or Flight Training Operator	Yes	\$1,000,000 ²			\$1,000,000/occurrence	\$ 1,000,000
	Yes				\$100,000/passenger	
Aircraft Charter or Aircraft Management Operator	Yes	\$1,000,000			\$5,000,000/occurrence	\$ 1,000,000
	Yes				\$500,000/passenger	
Aircraft Sales Operator	Yes		\$1,000,000		\$1,000,000/occurrence	\$ 1,000,000
	Yes				\$100,000/passenger	
Aircraft Storage Operator	Yes	\$1,000,000	\$1,000,000			
	Yes	\$5,000,000 ³	\$5,000,000 ³			\$ 1,000,000
Aviation Service Sole Proprietor	Yes	\$1,000,000 ²			\$1,000,000/occurrence \$100,000/passenger ⁴	\$ 250,000
Other Commercial Aeronautical Activities		\$1,000,000			\$300,000/occurrence	\$ 1,000,000
Temporary Specialized Aviation Service Operator		\$1,000,000			\$300,000/occurrence	\$ 1,000,000
Non-Commercial Hangar Lessee	Yes				\$300,000/occurrence	\$ 1,000,000
Non-Commercial Flying Club	Yes				\$1,000,000/occurrence \$100,000/passenger	\$ 1,000,000
Non-Commercial Self-Fueling Permittee (Jet Fuel and/or Avgas)	Yes	\$ 1,000,000		\$1,000,000	\$300,000/occurrence	\$ 1,000,000
Non-Commercial Self-Fueling Permittee (Alternative Fuels e.g. mogas)	Yes			\$500,000	\$300,000/occurrence	\$ 250,000
Box Hangar, T-Hangar, Community Hangar	Yes				\$300,000/occurrence	\$ 250,000
Other	*Insurance requirements subject to determination by Aviation Department and Risk Management.					
Additional Insurance Requirements *Lessee's policies are to be primary to any other valid and collectible insurance available to the City *All policies shall include a Waiver of Subrogation in favor of the City (Temporary SASO must also include Airport Lessee) *The City of Fort Worth shall be named as Additional Insured (Temporary SASO must also include Airport Lessee) *Policies shall have no exclusions by endorsement, which, neither nullify or amend the required lines of coverage, nor decrease the limits of said coverage.						
¹ Coverage per aircraft should be equivalent to the average aircraft value at one time and coverage per occurrence should be equivalent to the average of the maximum value of total aircraft at one time, but not less than the amount noted above ² Must include Negligent Instruction Coverage ³ If aircraft storage operator is providing subleasing space for aircraft storage ⁴ Only required for those providing flight instruction ⁵ Depends on terms of the lease agreement ⁶ If vehicle parked landside - State minimums would apply						
Aviation Minimum Standards, City of Fort Worth Aviation Department (06/03/2014)						

DEFINITIONS:

<u>PROPERTY INSURANCE</u>	<p>Coverage for the Building includes (but is not limited to) the building and structures, completed additions to covered buildings, outdoor fixtures, permanently installed fixtures, machinery and equipment. The building material used to maintain and service the insured's premises is also insured. Business Personal Property owned by the insured and used in the insured's business is covered for direct loss or damage. The coverage includes (but is not limited to) furniture and fixtures, stock, improvements and betterments, leased property for which you have a contractual obligation to insure and several other similar business property items when not specifically excluded from coverage. The policy is also designed to protect the insured against loss or damage to the Personal Property of Others while in the insured's care, custody and control.</p> <p>Business Income (sometimes called Business Interruption) affords protection against the loss of earnings of a business during the time required to rebuild or repair covered property damaged or destroyed by fire or some other insured cause of loss.</p> <p>Extra Expense allows coverage for those additional expenses over and above normal operating expenses paid due to damage to covered property from a covered cause of loss. These expenses could include rent, utilities, moving expenses, telephone, advertising and labor.</p>
<u>COMMERCIAL GENERAL LIABILITY</u>	<p>This coverage protects the insured for bodily injury or property damage to the third parties, for which they are legally liable. The policy covers accidents occurring on the premises or away from the premises. Coverage is provided for injury or damages arising out of goods or products made or sold by the named insured. Coverage is afforded for the named insured and employees of the named insured; however, several individuals and organizations other than the named insured may be covered depending upon certain circumstances specified in the policy. In addition to the limits, the policy provides supplemental payments for attorney fees, court costs and other expenses associated with a claim or the defense of a liability suit.</p> <p>Coverage A - Bodily Injury and Property Damage Liability Bodily Injury means physical injury, sickness or disease, including death. Property Damage means physical injury to tangible property, including the resulting loss of use of that property.</p> <p>Coverage B - Personal Injury and Advertising Injury Liability Personal Injury means false arrest, malicious prosecution, wrongful entry or eviction, libel, slander and violations of a person's right of privacy. Advertising Injury means libel, slander, disparagement, violations of a person's right of privacy, misappropriation and copyright infringement.</p> <p>Coverage C - Medical Payments Medical Payments means medical expenses for bodily injury caused by an accident.</p>
<u>HANGARKEEPERS LIABILITY</u>	<p>Insures the hangar operator for legal obligations to pay damages due to loss to an aircraft that occurs when the aircraft is in the care, custody or control of the insured for safekeeping, storage, service or repair. Coverage extends to liability claims involving an aircraft's loss of use.</p>
<u>ENVIRONMENTAL IMPAIRMENT LIABILITY</u>	<p>Insures the pollution exposure associated with the insured's property and operations, including costs of cleanup and remedial or corrective action due to a third-party demand or a government order. The Pollution exclusion in general liability insurance effectively eliminates coverage for damages for bodily injury, property damage and cleanup costs arising from most types of pollution events. Because of this, customized protection for the pollution exposure of numerous insureds in this category is essential.</p>
<u>AIRCRAFT AND PASSENGER LIABILITY</u>	<p>Coverage geared specifically to the operation of aircraft and the risks involved in aviation. Aviation insurance policies are distinctly different from those for other areas of transportation and tend to incorporate aviation terminology, as well as terminology, limits and clauses specific to aviation insurance. Passenger liability protects passengers riding in the accident aircraft who are injured or killed. In many countries this coverage is mandatory only for commercial or large aircraft. Coverage is often sold on a "per-seat" basis, with a specified limit for each passenger seat.</p>
<u>AUTOMOBILE LIABILITY (TO INCLUDE HIRED & NON-OWNED VEHICLES)</u>	<p>The liability coverage of the Business Auto Policy provides protection against legal liability arising out of the ownership, maintenance or use of any insured automobile. The insuring agreement agrees to pay for bodily injury or property damage for which the insured is legally responsible because of an automobile accident. The policy also states that, in addition to the payment of damages, the insurer also agrees to defend the insured for all legal defense cost. The defense is in addition to the policy limits.</p>
<u>WAIVER OF SUBROGATION</u>	<p>An agreement between two parties in which one party agrees to waive subrogation rights against another in the event of a loss. The intent is to prevent one party's insurer from pursuing subrogation against the other party.</p>

Aviation Minimum Standards, City of Fort Worth Aviation Department (06/03/2014)