

## Springfield-Robertson County Airport Specialized Aviation Service Operator's (SASO) Commercial Lease

October 14, 2020

#### Lease

This lease made and entered into effective the Day of Month, Year by and between the Springfield Robertson County Joint Airport Board (SRCJAB), a public body corporation, and a political subdivision of the State of Tennessee, established and organized under the provisions of Tennessee Code Annotated § 42-5201 et. seq., whose mailing address is 4432 Airport Road, Springfield, Robertson County, Tennessee, ("Lessor"), and Commercial Company Name, LLC, a Tennessee Corporation, whose mailing address is Number Street, Town, County, State ("Lessee").

#### Witnesseth

Whereas, the SRCJAB has entered into an Operator's Agreement with the Lessee on the date, providing the Lessee the right to conduct business at the airport as a Specialized Aviation Service Operator (SASO) as allowed by the established terms contained within the Springfield-Robertson County Joint Airport Board's Minimum Standards for Minimum Standards for Operators of Aeronautical Activities which can be retrieved from the following website link <a href="www.srcairport.com/publications">www.srcairport.com/publications</a> and the Federal Aviation Administration (FAA), and Tennessee Department of Transportation (TDOT), and;

Now, therefore, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Lessee, the Lessor does hereby lease, demise, and let unto the Lessee on the terms and conditions hereinafter set forth the following described specific parcels of property with improvements thereon at the Springfield Robertson County Airport in Springfield, Robertson County, Tennessee (the "Leased Premises"), for the sole purpose and use of the Lessee as a SASO in accordance with the terms of the Operator's Agreement.

- a) Itemize premises for which operator has lease to as shown on the Site Plan (Exhibit A, the "Site Plan").
- b) Access to and use of all general areas inside the leased premises as shown on the Site Plan (Exhibit A, the "Site Plan").

The parties further agree, promise, and understand as follows:

#### **Article I. Primary Term**

The primary term of this Lease shall be for a term of spell number (number) years commencing on Month date, year, and terminating at midnight on Month date, year. At the end of the primary term, both parties may jointly determine to extend this agreement for an additional spell number (number) years based upon mutual agreement between them and upon terms to be agreed upon in writing before the end of the initial term. Lessee agrees to give the SRCJAB written notice of at least ninety (90) days of its desire to enter into negotiations for an additional term. Nothing in this section shall be construed to be a unilaterally exercisable option or automatic extension of the primary term and conditions of this agreement. The term of this lease shall run concurrently and not exceed any extension of the Operator's Agreement.

#### **Article II. Use of the Premises**

The entire Leased Premises shall be used by the Lessee in full and strict compliance with the terms of the agreed upon Operator's Agreement as a SASO and in compliance with the Airport Minimum Standards Operators of Aeronautical Activities for a SASO at the Springfield Robertson County Airport. A breach of any accompanying SASO agreement shall also be considered to be a breach of this lease.

Lessee shall observe, obey, and fully comply with any and all Airport Rules, Regulations, and Minimum Standards adopted by the Springfield Robertson County Joint Airport Board with respect to the use of the Airport. The Lessee shall further observe, obey, and fully comply with all applicable federal, state, and local government rules, ordinances, codes, statutes and regulations related thereto related Federal Grant Assurances provisions according to the FAA and Tennessee Department of Transportation Aeronautics Division, or that Lessor may enter into in the future, for the improvement and development of the Airport. The Lessor shall have the sole and full control of all activities and supervision of all person(s) on the airport generated by the operator consistent with the Rules and Regulations and Minimum Standards for SASO approved by the Airport Board in compliance with FAA Airport Compliance Order 5190.6B.

Lessee shall conduct all aeronautical activities and render all services as a SASO in a reasonably safe and efficient manner, consistent with accepted industry practices in compliance with the Operator's Agreement and the Airport Minimum Standards and Rules and Regulations. Lessee's compliance with the Minimum Standards and Rules and Regulations shall be evaluated at least annually by Lessor on each anniversary of the term.

The Lessor shall provide reasonable protection, policing, and security of said land, buildings, structures, and any improvements as offered to any other airport owned land, buildings, structures, or improvements.

The Lessee shall have the same non-exclusive use of airport common areas as other Lessees.

## **Article III. Rent**

Lessee covenants and agrees to pay rent to the Lessor, at its office, without demand or prior notice, a monthly rental fee, payable on the tenth (10th) day of each month and a proportional sum thereof for any partial month that the Lessee shall have possession. Monthly rental shall be at the rate described on (Schedule 1) attached hereto and incorporated herein by this reference.

In the event of an extension as outlined in Article I of this document, a four percent (4%) increase to the rent payable will be assessed each year. The adjustment will become effective thirty (30) days after written notice from SRCJAB to the Lessee. The Lessee is responsible for all taxes assessed against and levied upon Lessee's trade fixtures, furnishings, Contributed Machinery and Equipment and all other personal property of lessee contained in the Premises or otherwise owned or operated by Lessee at the Premises.

## **Article IV. Taxes and Liens**

Tenant shall be responsible for all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or business operations at the Premises.

## **Article V. Utility Service and Signs**

Lessor shall pay all costs related to supplying water, sewer and electric utility services to the Leased Premises. Lessee is responsible for all utility accounts regarding change of ownership, setup fees, service connection and monthly payment for the leased premises. The Lessee shall be responsible for all other utilities without limitations associated with the Leased Property. The Lessor shall have no obligation to procure or provide any other utilities.

The Lessee shall have the right, at the Lessee's sole expense to install and thereafter to operate and maintain identification of exterior signs on airport property other than leased premise in conformity with the applicable sign ordinances of the Robertson County Zoning Office. Any sign and location placement of such signs on leased premise shall be approved by the Airport Board or Airport Manager in writing.

## **Article VII. Maintenance of Buildings and Improvements**

The Lessee shall be responsible to keep and maintain the Leased Premises and all improvements thereon in good order, condition, and state of repair. Likewise, the Lessee will always also keep any exclusive or non-exclusive paved ramp areas granted to the Lessee adjoining the Leased Premises in a clean and neat condition and free of any unsafe waste or debris.

Lessee, its agents and employees, shall be responsible for the exercise of reasonable care not to abuse or neglect the Leased Premises so that upon the expiration of this Lease other than expected normal wear, same will be returned to the Lessor in the same condition as when received. Lessor shall be responsible for and perform the major maintenance and repair of the Leased Premises' improvements, fixtures, and appurtenances.

Lessee shall be responsible to notify airport management for general maintenance repairs of the 'Leased Premises' During the leased term, Lessee shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. Such repairs shall be undertaken by the Lessor, and Lessee will be assessed the amount of the repairs and will be expected to immediately remit payment.

General maintenance and repair of the Hangar, not caused by negligence or willful misconduct of the Lessee, its agents, employees, or guests, will be the responsibility of Lessor. If maintenance/repairs are the responsibility of the Lessee, rent shall not be abated during the period of maintenance/repairs.

Lessor reserves the right to enter onto or into the Leased Premises and make any improvements constructed thereon at reasonable times during normal business hours to inspect and/or perform maintenance, or repair what Lessor deems necessary as not to interfere with the Lessee's business operation. Any major repair or alteration will require coordination between Lessor and Lessee.

## **Article VII. Subordination**

This Lease is subject and subordinate to the following agreements:

- a) During any time of war or national emergency, the Lessor shall have the right to provide use and possession of the landing area or any building or any part thereof of said airport to the United States Government for governmental use, and if such agreement is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of said agreement to the United States Government shall be suspended.
- b) This Lease is and shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States of Government relative to the operation or maintenance of the Springfield-Robertson County Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of federal funds for the development of the Springfield-Robertson County Airport.
- c) The Lessor specifically reserves the right to further develop or improve the aircraft movement areas, buildings, or any facilities of the airport as it considers necessary to protect the aerial approaches of the airport against obstruction, including the right to prevent Lessee from modifying any leased structure upon the airport or within the obstruction limits of said airport establishment by the FAA and/or the Division of Aeronautics of the State of Tennessee which in the opinion of the Lessor would limit the utility of the airport or constitute a hazard to aircraft.

## Article VIII. Indemnification, Release, and Liability

Lessee agrees to indemnify and hold harmless the Lessor, its representatives, officers, agents, and employees, from and against any and all claims or demands by or on behalf of any person, firm or corporation arising out of the Lessee's use, occupancy and conduct of business thereon, or from any work or activity whatsoever done by the Lessee, its agents, servants or employees, on or about the Leased Premises during the term of this Lease.

The Lessor shall not be liable for any damages to fixtures, equipment, contents or furnishing of the Lessee caused by fire or any other hazard as a result of the Lessee's negligence, regardless of the nature or cause of such fire or other hazard, and Lessee does hereby expressly release the Lessor from all liability for any such damages.

Lessee shall, at all times, be regarded as an independent contractor and shall not at any time act as an agent for the Lessor, unless specifically designated by the Lessor.

#### Article IX. Insurance

The Lessee shall provide insurance as required by the Minimum Standards and in addition thereto, insurance for the Leased Premises, as follows:

- a) Public liability for bodily injuries \$1,000,000
- b) Public liability for property damage \$1,000,000
- c) Automobile liability in compliance with state requirements.
- d) Workers' compensation insurance in compliance with state requirements.

Lessor, its representatives, officers and directors shall be named as an additional insured. Lessee shall not use the Leased Premises in any manner, even if for the purposes for which the premises are leased, that will increase risks covered by any policy of insurance of Lessor applicable to the Leased Premises, or increase the premium rates of such insurance, or cause cancellation of any insurance policy covering the Leased Premises. Lessee shall not keep on the Leased Premises or permit to be kept, used, or sold thereon anything prohibited by any policy of insurance covering the Leased Premises.

All such insurance shall be from a company licensed to do business in Tennessee. The Lessee shall, at all times, provide full copies of current certificates of all insured policies to the Lessor and agrees to notify Lessee in writing as soon as practicable of any claim, demand, or action arising out of an occurrence covered thereunder of which Lessor has knowledge, and to cooperate with Lessee in the investigation and defense thereof. All policies shall contain a provision that written notice of cancellation or any material change in the policy by the insurer will be delivered to the Lessor thirty (30) days in advance of the effective date of such cancellation or change.

## Article X. Ingress and Egress Rights

The Lessee, its employees, agents, and invitees and customers shall at all times be entitled to have non-exclusive right and privilege of reasonable ingress and egress upon the Airport premises for the purpose of going to and from the Leased Premises, vehicle parking over, upon and across the driveway, airport public parking areas, aircraft tie-downs and ramp areas used by the Lessor on its surrounding property, for the purpose of taxiing taking off, and landing at the Airport.

The Lessee is responsible to ensure Leased Premises is properly secured when not present. Assigned keys must not be changed. However, Lessee may submit a request to change locks. Any request must be approved in writing by the Airport Manager who shall retain an extra key or code to the Leased Premises. The SRCJAB and/or Airport Manager shall have the right to enter the Leased Premises at any time without notice for emergency purposes, building safety inspections, code violations or operational hazards. Twenty-Four (24) hour notification for routine inspections, maintenance/repairs and/or determine whether Lessee is in compliance with the terms and conditions of this agreement and to preserve the overall safety and operation of the Airport.

#### **Article XI. Assignment**

Lessee shall not sublet the Leased Premises or assign this Lease in whole or in part at any time without the written approval of the Lessor, which may be withheld by the Lessor in its sole discretion.

## **Article XII. Alteration of Improvements**

Lessee shall have the right to modify improvements on the Leased Premises subject to approval by the SRCJAB. Such approval shall not be unreasonably withheld. Any additions or modifications and improvements including those existing at the date of this Lease which are the property of Lessee shall be considered to be part of the Leased Premises at the termination of this lease. Both parties acknowledge that Lessee intends to make improvements to the Leased Premises valued by the parties at \$00.00.

Lessee shall receive a reduced rental rate valued at \$00.00 as consideration for these improvements as evidenced in 'Schedule I – Rates and Fees'. In the event of a breach or default of this lease by Lessee resulting in termination, the Lessor shall not be liable for any payment or reimbursement to Lessee for

any improvements. In the event of a mutual cancellation of this lease, the SRCJAB agrees to pay a prorated amount to Lessee for the remaining portion of the agreed upon improvement value of \$00.00. All portions of the Leased Premises including improvements made by Lessee remain the property of the SRCJAB or parent entity thereof.

Lessee covenants and agrees that it will prevent the assertion or levy upon the Leased Premises of any contractor's or materialman's lien. Lessee shall defend, indemnify, and hold harmless the Lessor from any such lien(s) asserted including the costs and expenses reasonably incurred by the Lessor as a result of any such lien(s) asserted.

The Lessee at the termination of this Lease, will be permitted to remove therefrom all trade fixtures, equipment, appliances, and signs used in connection with its said business. Any removal of said, trade fixtures, equipment, appliances and signs resulting in damage to the permanent structure caused by such removal is the responsibility of the Lessee.

## **Article XIII. Right to Terminate Lease**

The Airport Board may, at its discretion, terminate any permit or other agreement authorizing the CASP or Lessee to conduct any services or business at the Airport, which said termination shall automatically revoke the CASP's permit, for any cause or reason provided in the approved minimum standards, this operators agreement or of the terms of any agreement between the Airport Board and the CASP, and in addition thereto, upon the happening of any one or more of the following:

- (1) Filing of a petition, voluntarily or involuntarily, for the adjudication of the CASP as bankrupt.
- (2) The CASP making any general assignment for the benefit of creditors.
- (3) Abandonment or discontinuance of any permitted operation at the Airport by the CASP or the failure to conduct operations on a full-time basis without the prior approval of the Airport Board.
- (4) Failure of the CASP to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these standards and the terms, covenants and conditions in any lease or agreement entered into pursuant thereto on the part of the CASP to be performed, kept, or preserved, within thirty (30) days from the date written notice from the Airport Board has been mailed or delivered to the CASP's place of business at the Airport.
- (5) Failure to promptly pay to the Airport Board, when due, all rents, charges, fees, and other payments which are payable to the Airport Board by the CASP.
- (6). Operation of the business of the CASP so as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or any pilots, students, or passengers.
- (7) The discovery that the CASP has misrepresented, misstated, falsified, withheld, or failed to make full or accurate disclosure of any information.

The right of the Lessor to terminate this Lease as above set forth in this Article XII is in addition to and not in lieu of any rights or cause of action that the Lessor might otherwise have.

#### **Article XIV. Non-Discrimination**

The Lessee hereby covenants and agrees that:

- a) Under Title VI and the responsibilities associated with Title VI of the Civil Rights Act of 1964, no service beneficiaries or person(s) on the grounds of race, color, religion, sex, sexual orientation, gender identity, age, disability, marital status, citizenship, national origin, or any other characteristic protected by law shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination of the use of said facilities;
- b) In the event of the construction, alteration, or modification of any improvements on the Leased Premises by the Lessee, no person on the grounds of any characteristic listed in subsection (a) shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination;
- c) At all times the Lessee shall use the Leased Premises and any other properties leased from the Lessor in compliance with all local, state, and federal rules, regulations and laws regarding nondiscrimination and particularly non-discrimination in federally assisted program of the Department of Transportation of the United States Government, pursuant to Title 49 Code of Federal Regulation subtitle A, and as the regulation may be amended.

## Article XV. Safety & Security

Lessee shall conform to all applicable airport operations, safety, security, rules and regulations and agrees to cooperate with the Lessor in its fire prevention efforts including the participation of its employees when fire prevention and emergency training is conducted by Lessor.

Lessee is allowed unfettered access to both north and south vehicle access gates using their assigned gate entry key card by airport management. Lessee is responsible for their employees, staff, agents, guest, pets, deliveries, guest workers and contactors at all times while at the airport, and when present are subject to these Rules and Regulations and the Minimum Standards as applicable.

## **Article XVI. Environmental Protection Statutes**

The Lessee shall accede to and abide by any federal environmental protection regulations and any state or local environmental protection regulations (e.g., disposal of waste, contaminated fuels, waters, etc.).

## **Article XVII. Notices**

All notices or demands provided for or which may be given by either party to the other under the terms of this agreement shall be in writing, signed by the party giving the notice or making the demand, and shall be deemed validly served or delivered upon physical delivery, facsimile, or upon deposit in the United States mail, registered, return receipt requested, postage and registration fees prepaid, addressed as follows:

To Lessor:	Springfield-Robertson County Joint Airport Board 4432 Airport Rd Springfield, TN 37172			
To Lessee:				

## **Article XVIII. Non-Waiver**

The failure of either party to insist on any one or more instances upon a strict performance of any of the covenants and conditions contained in this Lease or to exercise any option herein contained shall not be construed as a waiver for the future of any such covenant or condition or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent in whole or in part, or any other payment due hereunder, with knowledge of the breach of any such covenant or condition, shall not be deemed a waiver of such breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing by Lessor.

## **Article XIX. Entire Agreement**

The parties acknowledge and agree that this Lease Agreement and the other agreements described herein and attached hereto as Exhibits represent the entire and complete agreement of the parties and their principals or affiliates concerning Lessee's right to conduct operations and use or occupy property at the Airport. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. The original Lease Agreement may be modified, altered or amended at any time providing both parties mutually agree.

In testimony whereof, witness the hands of the parties hereto, to be effective as of the day and the date first above written.

Springfield-Robertson County Joint Airport Board
By:
Henry "Hawk" Ruth, Chairman
Company, LLC
By:
Complete Name, Managed Member

Inclusions:
Exhibit A – Site Plan
Exhibit B – Operator's Agreement
Schedule 1 – Rates and Fees

Exhibit A Site Plan

Place diagrams of specified Airport Premises for which this SASO Lease covers. (Example)



## Exhibit B Operator's Agreement

## Springfield-Robertson County Joint Airport Board Specialized Aviation Service Operator's (SASO) Agreement With Commercial Company Name, LLC

This Operator's Agreement, made and entered into as of the Day of Month, Year by and between the Springfield-Robertson County Joint Airport Board (SRCJAB), whose mailing address is 4432 Airport Road, Springfield, Robertson County, Tennessee 37172, party of the first part, Commercial Company Name, LLC, a Tennessee Corporation, whose mailing address is Number Street, Town, County, State hereinafter referred to as "Operator".

#### Witnesseth

Whereas, Operator has made a written proposal to the Airport Board in compliance with the application procedures set forth in the Airport Minimum Standards for Operators of Aeronautical Activities (SASO) at the Springfield-Robertson County Airport (the 'Minimum Standards'') to continue various SASO Operations; and,

Whereas, the Airport Board has determined at a specially conducted meeting on Month, Day, Year, that the application is in compliance with the procedures set forth in the Minimum Standards, and after negotiations has accepted the application and subsequently voted to award the Operator the Specialized Aviation Service Operator's Agreement. The parties desire to set forth in writing the terms and conditions under which certain SASO operations may be conducted by Operator.

These threshold entry standards, as amended, may be attached to and become part, by reference, of an actual operational agreement between an FBO or SASO and SRCJAB. Should any actual operating agreement be less restrictive than these standards, these standards would take precedence.

#### Article I. Terms

Terms The primary term of this agreement shall be for a term of spell out number (number) years commencing on Month Day, Year, and terminating at midnight on Month Day, Year. At the end of the primary term, both parties may jointly determine to extend this agreement for an additional spell out number (number) years based upon mutual agreement between them and upon terms to be agreed upon in writing before the end of the initial term. Operator agrees to give the SRCJAB written notice of at least ninety (90) days of its desire to enter into negotiations for an additional term. Nothing in this section shall be construed to be a unilaterally exercisable option or automatic extension of the primary term and conditions of this agreement. The term of this agreement shall run concurrently and not exceed any extension of the Commercial Lease Agreement.

The Airport Minimum Standards were developed by taking into consideration the current and anticipated:

- Role of the airport in the community;
- Products, services, and facilities at the airport;
- Needs of aviation consumers and the public at the airport;
- Future development of the airport; and,
- The safety, security and operation on the airport, its operators, and the flying public.

SRCJAB shall reserve the right to modify, alter or amend the Airport Minimum Standards and Rules and Regulations at any time to satisfy the airport's safety, security, and operational requirements.

Now, therefore, in consideration of the foregoing and the mutual covenants hereinafter contained, the parties agree as follows:

#### **Article II. Premises**

The real estate and appurtenance to be leased to Operator by separate Lease Agreement herewith shall be utilized in connection solely with the operations hereby granted. Additionally, Operator shall have the nonexclusive use of all existing and future airport facilities, subject to the same restrictions imposed upon the public at-large.

#### **Article III. Authorized Business and Service Standards**

Operator shall be permitted to provide only the following Specialized Aviation Service Operations at the Airport in accordance with the requirements of the Minimum Standards during the term of this agreement:

## (EXAMPLE) \* SELECT ONE or MORE OPERATION(s) FOR APPROVAL\*

- ❖ Aircraft Power Plant Maintenance and Airframe Repair
- ❖ Aircraft Mobile Maintenance \* Note: requires airport managers approval for security access
- **♦** Aircraft Parts and Sales
- ❖ Avionics Sales, Installation and Repair
- **♦** Aircraft Sales
- ❖ Aircraft Brokerage/Dealership
- **♦** Aircraft Rental
- ❖ Air Charter/Air Taxi
- ❖ Flight Training/Independent Flight Instruction
- Aerial Applications (crop dusting)
- ❖ Aircraft Stripping, Painting, and Interior Refurbishment
- ❖ Aerial Photography, Surveys and Banner Towing
- Skydiving/Parachuting
- ❖ Aircraft Washing & Detailing
- Flying Clubs
- Glider/Sailplane Flight Instruction

The Operator shall be an independent contractor and shall not be an agent, servant, or employee of the SRCJAB.

The Operator shall furnish good, prompt, and efficient service on a fair, reasonable, and nondiscriminatory basis. The Operator shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for the Operator.

Operator's compliance with the Minimum Standards and the Grant Assurances shall be evaluated at least annually by the SRCJAB on each anniversary of each term of this agreement.

## **Article IV. Hours of Operation**

The normal operating hours shall be at the Lessee's discretion, but the Lessee shall be reasonably available to the public.

#### **Article V. Rents and Fees**

For the privilege of doing business as a SASO Operator, Operator agrees to pay the SRCJAB as an annual fee, the sum \$00.00 payable in advance on the number day of Month of each year. SRCJAB may charge a commercial operator for permission to conduct an aeronautical activity based on an activity fee or charge or based on a combination of such fee or charge and a rental fee for leased space, facilities, and/or equipment.

## **Article VI. Transfer of Assignment**

This Operator's Agreement shall not be assignable by the Operator, in whole or in part, nor shall Operator allow or permit another person, corporation, company, or entity to perform any right or undertake any duty permitted to the Operator by this Operator's Agreement, unless approved by the SRCJAB, which approval shall be in the sole discretion of the Airport Board. Such approval shall not be required if any SASO operation permitted hereby is undertaken by Commercial Company, LLC. Transfers to those other than Complete Name (his father, or direct family members) shall be deemed an assignment requiring the approval of the Airport Board.

## **Article VII. Waivers**

A waiver on certain basic requirements set forth in the Minimum Standards for Airport Aeronautical Services at the Springfield-Robertson County Airport may be granted in writing by the SRCJAB, in its ultimate discretion. In the event the SRCJAB determines that an operator has demonstrated a reasonable need for such waiver and/or to accommodate the airport's space limitations, the SRCJAB may grant such a waiver to ensure competition and non-exclusive provisions of services. The safe operation of the airport shall not be compromised by such waiver.

#### Article VIII. Applicable Law

The terms and provisions of this Operator's Agreement shall be interpreted in accordance with the laws of the State of Tennessee.

## **Article IX. Proper Authority**

The Operator represents and warrants that the officers executing this Operator's Agreement on behalf of the Operator have full power and authority to do so.

## Article X. Exemptions

Existing Operating Agreements and Leases executed prior to the adoption of Minimum Standards for Airport Aeronautical Services are exempt from the standards until they are terminated or renewed.

The Minimum Standards for the Airport Aeronautical Services may be amended by the SRCJAB at any time.

## **Article XI. Repeal of Prior Standards**

Any and all prior Minimum Standards or parts thereof in conflict with the provisions of these standards are hereby replaced.

# **XII.** Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

Springfield-Robertson County Airport	Commercial Company Name		
Ву:	By:		
Henry "Hawk" Ruth, Chairman	Name of Operator (Owner)		
Date Signed:	Date Signed:		
XII	II. Adoption		
Adopted on: Date:			
Chairman of the Board Springfield-Robertson County Joint Airport Bo	ard		
Witness:			
Airport Manager			

# Schedule 1 Rates and Fees

# Company, LLC

Five (5) Year Rate Schedule

Month: October Day; 1st Year: 2020 to Month: October Day; 1st Year: 2025

## **EXAMPLE**

Lease Item	<b>Building Size</b>	Total Area in Sq. Ft.	Price per Sq. Ft.	Monthly Payment	Total Annual Payment
Premise Corp/Comm Hangar B		3700	0.217	\$800.00	Plus 4%
Lease Term Total	5 Years				\$40,704
First Year	1 <sup>st</sup> 90 days No Charge 1 Feb 2021 Payment Due	Following 9 Months Adjusted	0.217	9 Months 650.00	\$5,850.00
PRORATED SCHEDULE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Monthly Adjusted Rate	\$650.00	\$800.00	\$800.00 + 4%	\$832.00 + 4%	\$865.00 + 4%
Monthly Adjusted Amount	\$650.00 9 Months	\$800.00	\$832.00	\$865.00	\$899.00
Yearly Total Amount	\$5,850.00	\$9,600.00	\$9,984.00	\$10,380.00	\$10,788.00