



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

### Lease

This lease made and entered into effective the **Day/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 **Company Name**, a Tennessee Limited Liability Company, whose mailing address is **Company Address** ("Lessee").

### Witnesseth

Whereas, the SRCJAB has entered into an Operator's Agreement with the Lessee on the date herewith attached hereto as Exhibit B (the "Operator's Agreement"), 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 which can be retrieved from the following website link [srcairport.com/publications](http://srcairport.com/publications); 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 Specialized Aviation Service Operator (SASO) in accordance with the terms of the Operator's Agreement.

- a) **Leased Space** as shown on the Site Plan (Exhibit A).
- b) Access to and use of all general areas inside the leased premises as shown on the Site Plan (Exhibit A).
- c) North and South gate access and non-exclusive use of all public ramp areas including a designated caution area located directly in front of hangars as shown on the Site Plan (Exhibit A).
- d) Non-exclusive/community use of two (2) water hydrants located on the South Ramp areas.

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 **number (#)** years commencing on **Day/Month/Year**, and terminating at midnight on **Day/Month/Year**. At the end of the primary term, both parties may jointly determine to extend this agreement for an additional **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 prior to the termination date 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 Specialized Aeronautical Service Operator (SASO) and in compliance with the [Minimum Standards](#) for a Specialized Aviation Service Operator (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 reasonable rules and regulations 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 and regulations related thereto and those contracts previously entered into by the Lessor, and assurances provided to the FAA and State of Tennessee, or that Lessor may enter into in the future, for the improvement and development of the Airport. The Lessor shall have the sole and general control and supervision of all activities of the public or other persons on the airport consistent with the reasonable rules and regulations and Minimum Standards of the Airport Board and Grant Assurances provided to the FAA and/or the State of Tennessee.

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

The Lessor shall provide the same 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 use of the common areas of the airport 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, payable on the tenth (10th) day of each month, and a proportional sum thereof for any partial month that the Lessee shall have possession. The monthly rental shall be at the rates described on Schedule 1 attached hereto and incorporated herein by this reference.

### **Article IV. 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 exterior signs on the Leased Premises in conformity with the applicable sign ordinances of the City of Springfield. Any sign and location placement of such sign shall be approved by the Lessor and comply with any Federal Aviation Association (FAA) requirements.

### **Article V. 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 also keep the paved ramp areas and all other paved areas on the Leased Premises in a clean and neat condition.

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, 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, appurtenances, and structural aspects and systems of the building (ex. foundation, framework, roof, hangar doors, HVAC systems, as well as power, plumbing and water sources). 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.

Lessee shall be responsible for and perform the oversight and minor maintenance and repair of the Leased Premises' improvements, fixtures, and appurtenances and the oversight of all maintenance and repair to Lessee's property stored, kept, or maintained at the Leased Premises. A "minor repair" is defined as any singular repair or replacement whose cost is Five Hundred Dollars (\$500.00) or less for each instance. Lessee shall perform minor maintenance and repair required by this agreement in a prompt manner.

Lessor reserves the right to enter onto or into the Leased Premises and any improvements constructed thereon at reasonable times to inspect them, to perform any maintenance, or repair what Lessor deems necessary (although there is no such requirement upon Lessor), or to make additions or alterations to any part of the Leased Premises, and the Lessee shall permit Lessor to do so at reasonable times not to interfere with the Lessee's business operation. In connection with such alterations, additions or repairs, Lessor shall endeavor to conduct such activities in a manner to avoid unreasonable interference with Lessee's use and occupancy of the Leased Premises.

## **Article VI. 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 America relative to the operation or maintenance of said 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 sees fit, regardless of the desire or views of Lessee and without interference or hindrance, and further reserves the right to take any action 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 VII. Indemnification, Release, and Liability**

Lessee agrees to indemnify and save harmless the Lessor, its officers, agents or representatives of the City of Springfield and Robertson County, 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, 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 VIII. 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 and its officers and directors as well as the City of Springfield and Robertson County will 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 and shall name the Lessor as an additional insured. The Lessee shall, at all times, provide full copies of current certificates of all insured policies, Lessor 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 IX. Ingress and Egress Rights**

The Lessee, its employees, agents, and invitees and customers shall at all times be entitled to have the 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, parking over, upon and across the driveways and parking areas owned by the Lessor on its surrounding and adjacent property, and taking off, taxiing 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 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, inspections, maintenance/repairs and 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 X. 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.

## Article XI. Alteration and Improvements

### **If no alterations or improvements planned at time of lease execution, then:**

Lessee may have the right to modify improvements on the Leased Premises based upon a written plan for such improvements being submitted to the Lessor, and prior written approval of such plans by the Lessor. Such improvements will be made at the sole cost of the Lessee and shall follow all local and State codes requirements. 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

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.

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, signs and the like used in connection with its said business, repairing. Any damage to the permanent structure caused by such removal is the responsibility of the Lessee.

### **If there are known alterations or improvements planned at time of lease execution, then:**

Lessee may have the right to modify improvements on the Leased Premises based upon a written plan for such improvements being submitted to the Lessor, and prior written approval of such plans by the Lessor. Such improvements will be made at the sole cost of the Lessee and shall follow all local and State codes requirements. 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 **\$dollar amount (description of improvement)**.

Lessee shall receive a reduced rental rate valued at **\$dollar amount** 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 **\$dollar amount**. 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, signs and the like used in connection with its said business, repairing. Any damage to the permanent structure caused by such removal is the responsibility of the Lessee.

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

Lessor may terminate this Lease and retake the Leased Premises upon the happening of any of the following Events of Default:

- a) The filing by the Lessee of any petition in bankruptcy provided that the Lease is not accepted and approved in the bankruptcy proceeding;
- b) The making by the Lessee of assignment for the benefit of creditors;
- c) The abandonment or discontinuance of the operation and services by the Lessee after a period of 30 days;
- d) Termination of the Operator's Agreement; This Lease may be terminated even if the Lessee is otherwise in compliance with this Lease in the event that the Operator's rights under the separate Operating Agreement have been terminated, such that a breach of either document constitutes a breach of both agreements with the possibility of termination of both agreements.
- e) Failure to maintain the insurance coverages required under Article VIII hereof;
- f) Failure to pay rent when due, and failure to cure such default within 10 days after notice from Lessor provided, however, no such notice or opportunity to cure shall be applicable after the second such default in payment during any year of the term;
- g) Default of any other non-rent payment provisions of this Lease and failure to cure such default within thirty (30) days after written notice of such violation from Lessor. If the alleged violation would require more than thirty (30) days to remedy, the Lessee may be allowed additional time by the Lessor to remedy the default, but in no event more than sixty (60) days after written notice of such violation.

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 XIII. Non-Discrimination**

The Lessee hereby covenants and agrees that:

- a) No person 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 non-discrimination 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.
- d) Lessee will not engage in economic discrimination as per AIP Grant Assurance 22 ([https://www.faa.gov/sites/faa.gov/files/airports/aip/grant\\_assurances/airport-sponsor-assurances-aip.pdf](https://www.faa.gov/sites/faa.gov/files/airports/aip/grant_assurances/airport-sponsor-assurances-aip.pdf)).

#### **Article XIV. Safety**

Lessee shall conform to all applicable safety, health, and sanitary 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.

#### **Article XV. 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 contaminated fuels, waters, etc.).

#### **Article XVI. 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 Airport  
4432 Airport Rd.  
Springfield, TN 37172

To Lessee:                   Company Name  
Company Address

Or to such other addresses as the addressee may designate by written notice to the other party delivered in accordance with the provisions of this Article.

#### **Article XVII. 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 XVIII. Applicable Law**

The terms and provisions of this Operator's Agreement shall be interpreted in accordance with the laws of the State of Tennessee. In the event of any dispute between the parties, exclusive venue for such dispute shall be in the State Courts in Robertson County, Tennessee.



**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.

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: \_\_\_\_\_

Name, Chairman, Date

Company Name

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

Owner Name, Date

\_\_\_\_\_  
Title

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

Owner Name, Date

\_\_\_\_\_  
Title

We, Owner Names, as the members of Company Name, LLC hereby guarantee the obligations of Company Name, LLC pursuant to this Lease Agreement.

\_\_\_\_\_  
Owner Name                      Date

\_\_\_\_\_  
Owner Name                      Date

Inclusions:

Exhibit A – Site Plan

Exhibit B – Operator’s Agreement

Exhibit C – Springfield-Robertson County Joint Airport Board Minimum Standards

Schedule 1 – Rates and Fees

**Exhibit A  
Site Plan**

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

**Schedule 1  
Rates and Fees**

Company Name

Month XX Day XX Year XX to Month XX Day XX Year XX

Lease Item	Building Size	Total Area in Sq. Ft.	Price per Sq. Ft.	Monthly Payment	Total Annual Payment
Hangar X	XX x XX	XXX	\$.XX	\$XXX	\$XXXX
Lease Term Total	X Years			\$XXX	\$XXXX
<b>PRORATED SCHEDULE</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Yearly	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX
Monthly Hangar X	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX

Five (5) Year Rate Schedule – includes annual 4% increase