

Harrell Field – Ground Space Rental Agreement for Hangar Construction or Purchase

For all hangars constructed or purchased after July 1, 2018

PARTIES: This agreement is entered into between _____ (**RENTER**) and Central Mississippi Light Flyers Incorporated (**CMLF**).

RENTER agrees to build a **HANGAR** or purchase the **INTEREST** in an existing **HANGAR** on the subject property owned by **CMLF**, subject to the terms and conditions of this agreement. **RENTER's INTEREST** in the **HANGAR** may be sublet or sold to another **CMLF** member at fair market value at any time. **CMLF** holds title to all real property. **RENTER** controls **INTEREST** in the **HANGAR**, subject to the terms of this agreement.

- **INTEREST** is defined as the right to possess, use, protect, maintain, and sell as if the **HANGAR** was owned by **RENTER**.

SUBJECT PROPERTY: Ground space located on Harrell Field (MS08), Harrell Drive, 439 Old Mobile Hwy 43, Brandon, MS 39047. The specific location of this ground space for the **HANGAR** is to be made by the **CMLF** board.

CLUB MEMBERSHIP: **RENTER** must be a current member in **CMLF** during the entire term of this agreement or any extension thereof.

ANNUAL GROUND SPACE RENTAL CHARGE: The **HANGAR** is ____feet wide by ____feet deep and occupies ____ square feet. Annually, the **RENTER** agrees to pay **CMLF** a ground space rental of **\$0.75** per square foot or \$____. Optionally, **RENTER** may elect to pay monthly at **\$0.80** per square foot on an annual basis or \$____ per month. The first annual ground space rental will be due on July 1 following the start of construction. A rental year is from July 1 through June 30 of the next year. Rent will be paid annually in advance by mailing a check to the Treasurer of **CMLF** on or before July 1 of each new rental year. Current mailing address is William C. Lehr, 106 Park Place, Brandon, MS 39042. If rent payment is delinquent after 60 days, **CMLF** board may require **RENTER's INTEREST** in **HANGAR** to revert to **CMLF**, and require sublet renters, if any, to make ground rental payments current or move out within 30 days.

TERM OF GROUND SPACE RENTAL: This annual rental Agreement begins on July 1, _____ and ends on June 30, _____. This Agreement will automatically renew if not ended or changed by either party. **CMLF** has the option to increase or decrease the annual rent charge concurrent with any renewal year, provided **CMLF** gives a 30 day notice and the change is approved by a majority vote of **CMLF** membership.

CONSTRUCTION AND UTILIZATION OF HANGAR:

1. The **CMLF** Board must approve the design type and specific location of the **HANGAR** before construction begins.
2. Electricity and water supply to the **HANGAR** will be at **RENTER's** expense.
3. The **HANGAR** shall be used primarily for aviation related purposes.
4. **RENTER** agrees not to use for **HANGAR** for any unlawful or hazardous purpose.
5. **RENTER** agrees not to use the **HANGAR** for any commercial activities without prior written permission from **CMLF**.
6. **RENTER** agrees to keep the **HANGAR** safe from fire hazards and agrees to remove trash and other waste in a safe manner.
7. Construction must begin within 90 days from date this agreement is signed. If construction halts or appears abandoned after 180 days, for whatever reason, the **CMLF** Board will decide on appropriate action as approved by **CMLF** members.
8. **CMLF** board reserves the right to monitor, review, and restrict use of hangars for activities deemed inappropriate within the mission and spirit of **CMLF**.

ASSIGNMENT and SUBLETTING:

1. **RENTER** may sublet rent the **HANGAR** space to **CMLF** members only.
2. **RENTER** is free to set the sublet rental fee and is responsible for collection of same. **CMLF** does not participate in the rental whatsoever.
3. **RENTER** is responsible to **CMLF** for inappropriate behavior of his/her sublet renters including continuation of sublet renter's annual **CMLF** membership dues.
4. **CMLF** is not responsible for any loss or damage to property owned by **RENTER** or guests. It is understood that **RENTER** should carry renter's insurance for fire, extended coverage and liability to cover accidental injury and damage or loss of personal property due to fire or theft.

RIGHT TO SELL INTEREST IN HANGAR:

1. **RENTER** may sell his **INTEREST** in **HANGAR** to a new **RENTER** at any time at fair market value.
2. **CMLF** does not participate in this sale beyond the confines of this agreement.
3. The new **RENTER** of the **HANGAR** must be a current member of **CMLF**.

4. The **new RENTER** must sign a new Harrell Field Ground Space Rental Agreement, and will therefore assume all the rights and responsibilities of the original RENTER.
5. The annual ground space rental payment must continue uninterrupted by the **new RENTER**.
6. If a **RENTER** terminates his/her membership in **CMLF for whatever reason**, and has not sold his **INTEREST** to another member, all **INTEREST** in the **HANGAR** will return to **CMLF** if his/her **INTEREST** is not sold to another **CMLF** member within the next 90 days.

REMEDIES / ATTORNEY'S FEES: Nothing in this Agreement shall limit the right of **CMLF** to terminate this Agreement if **RENTER** fails to meet his/her responsibilities under this Agreement. If civil action is instituted to enforce this Agreement, **CMLF** shall be entitled to recover court costs and any reasonable attorney's fees.

ABANDONMENT: Any goods, vehicles, or other property left on the premise more than 90 days after termination of the tenancy by any means shall be considered abandoned and disposed of by **CMLF** as provided by statute.

COMPLIANCE WITH THE LAW: **RENTER** shall not violate any applicable local, state or federal law or regulation in or about the premises.

INSURANCE: **CMLF** is not responsible for any loss or damage to property owned by **RENTER** or guests. It is understood that **RENTER** should carry renter's insurance for fire, extended coverage and liability to cover accidental injury and damage or loss of personal property due to fire or theft.

INDEMNIFICATION: **RENTER** shall indemnify, defend and hold **CMLF** harmless from any claim, loss, or liability arising out of or related to any activity on Premises of **RENTER**, and any guest of **RENTER**.

LIENS: Except with respect to activities for which **CMLF** is responsible, **RENTER** shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens caused by **RENTER's** failure to meet **RENTER's** obligations.

DAMAGE AND DESTRUCTION: In the event the **HANGAR** is severely damaged or destroyed by fire or other casualty, either party may terminate this Agreement. In the event damage was caused by **RENTER's** action or neglect, **RENTER** will be held liable for all damages.

ADDITIONAL PROVISIONS & MODIFICATIONS TO THIS: Any additions or modifications to this Agreement must be in writing.

VALIDITY OF EACH PART: If any portion of this Agreement is held to be invalid, its invalidity will not affect the enforceability of any other provision.

GROUND FOR TERMINATION: The failure of **RENTER** or guests to comply with any term of this Agreement is grounds for termination, with appropriate notice and procedures required by this Agreement.

READ THIS ENTIRE AGREEMENT: **RENTER** has read all the stipulations contained in this Agreement, agrees to comply and has received a copy thereof.

RENTER has read and understands these rules.

RENTER _____ **HANGAR POSITION NUMBER** _____

SIGNATURES:

RENTER _____ **DATE** _____

RENTER's ADDRESS: _____

CMLF _____ **DATE** _____