

HARRELL FIELD TIE DOWN AGREEMENT

1) PARTIES: This rental Agreement is entered into between _____ (**RENTER**) and **Central Mississippi Light Flyers, Inc. (CMLF)**

RENTER agrees to rent subject property from **CMLF**, the owner of the property, subject to the terms and conditions of this Agreement.

2) SUBJECT PROPERTY: Tie Down Space located on Harrell Field (MS08), 439 Old Hwy 43, Brandon, MS 39047.

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

4) STARTING / ENDING DATES OF RENTAL AGREEMENT: This annual rental Agreement begins on July 1, ____ and automatically renews annually on June 30 of each subsequent year 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. To end or change this Agreement **CMLF** or **RENTER** must give 30 days notice. If **RENTER** vacates the tie down space before the term is up, a substitute **RENTER** may finish out the term if the substitute **RENTER** signs the rental agreement.

5) ANNUAL RENTAL CHARGE IS \$ 480.00. 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 Dee Gilliland, 380 Fannin Landing Circle, Brandon, MS 39047. Counting from July 1, a late charge of \$5.00 will be assessed for each 30-day period that the payment is delayed. Any dishonored check shall be treated as unpaid rent. **CMLF** may initiate a court action to remove **RENTER** beginning on the 90th day that rent is overdue; and **RENTER** is liable for all court costs.

6) ASSIGNMENT and SUBLETTING: **RENTER** will not sublet or re-let any part of the premises or assign this Agreement without prior consent of the **CMLF** Board.

7) UTILITIES: **CMLF** will not be responsible for providing electricity or water to **RENTER**.

8) CARE AND USE OF THE LEASED PROPERTY: Tie down space shall be used primarily for aviation purposes. **RENTER** agrees not to use the leased property for any unlawful or hazardous purposes. **RENTER** agrees not to use the leased property for any non-aviation related commercial activities without prior written permission from **CMLF**. **RENTER** agrees to keep the leased property safe against fire damage. **RENTER** agrees to remove trash, garbage, and other waste in a safe manner.

9) REMEDIES / ATTORNEY'S FEES: Nothing in this Agreement shall limit the right of **CMLF** to terminate this Agreement if **RENTER** fails to meet his 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.

10) 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 as provided by statute.

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

12) INSURANCE: **CMLF** is not responsible for any loss or damage to property owned by **RENTER** or guests. It is understood that each **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.

13) 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.

14) 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.

15) DAMAGE AND DESTRUCTION: In the event the Premises 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.

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

17) 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.

18) GROUNDS 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.

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

SIGNATURES:

RENTER _____ DATE _____

RENTER's ADDRESS: _____

CMLF _____ DATE _____