

HANGAR LEASE

THIS AGREEMENT entered into this 10<sup>th</sup> day of July, 2008 at Paris, Illinois by and between Edgar County, Lessor, and Jimmy Wells, Lessee

In consideration of the payment of \_\_\_\_\_ Dollars (\$ 55<sup>00</sup> ) per month payable on the first day of each month Lessor agrees to let for a period \_\_\_\_\_ commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, the herein designated T-Hangar \_\_\_\_\_ or tie down lot \_\_\_\_\_ or hangar space \_\_\_\_\_ subject to the conditions and covenants herein contained to be used solely for the purpose of airplane No. \_\_\_\_\_ make and model \_\_\_\_\_ year \_\_\_\_\_, registered in the name of the Lessee, which airplane is insured by \_\_\_\_\_, and Lessee covenants with Lessor as follows:

1. To abide by all rules and regulations of the FAA, State of Illinois and Edgar County Airport and any other duly constituted public authority having jurisdiction.
2. To not sublet or permit any person to use any office space, hangar, T-Hangar, storage space, field storage privilege, or any other right or privilege in or on the airport property.
3. To accept all facilities on the lease premises on an "as-is" basis, and Lessor disclaims and Lessee accepts such disclaimer of any warranty, express or implied, of the conditions, use or fitness of, the facilities including doors, interiors, walls, floors, ropes, rings, chains, tie down facilities or otherwise and Lessee assumes full responsibility to furnish any equipment necessary to properly secure his aircraft.
4. To accept and recognize that Lessee is responsible for setting parking brakes, placing chocks, and tying down and checking Lessee's aircraft and closing doors at all times.
5. To agree the Lessee will not hold the County of Edgar or any of their officers, agents, or employees or airport committee members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any cause whatsoever, whether the cause be direct, indirect, or merely a contributing factor in producing the loss to any property that may be present, located or stored in or near the Edgar County Airport, whether such loss is occasioned by the negligence of Lessor, Edgar County, or their officers, agents, employees or airport committee members, saving only and except intentional damage intentionally causing such loss, and Lessee agrees that all property of Lessee and its contents are stored and maintained or are present at Edgar County Airport at Lessee's risk.
6. Lessee agrees to indemnify, defend and save Edgar County, their agents, officers, employees and airport committee members harmless from and against any and all liability or loss arising from claims or court action arising directly or indirectly out of this lease or the acts of Lessee, Lessee's agents, servants, guests or business visitors or by reason of any act or omission if such liability or loss is occasioned by the negligence of Edgar County, their employees, agents, officers, or members of the Edgar County Airport Committee.
7. In the event of any misrepresentation or default of the aforementioned representations by Lessee, or in the event of default hereunder by Lessee, Lessor shall have the right to ground all airplanes and to padlock all offices, shops, bays and T-Hangars of Lessee.
8. Lessor shall have the right to terminate this agreement at any time, with or without cause, on delivery of written notice to the Lessee at Lessee's last known address and upon refunding a pro rata amount of any prepaid rent and Lessee, upon such termination, shall immediately remove all property from said airport.
9. Lessor shall have the right to enter said premises at any time for inspection or to make repairs, additions or alterations as may be necessary for the safety, improvement or preservation of the premises, but Lessor shall have no obligation to do so and shall not be liable for any failure to do so.
10. Lessee assumes and agrees to pay all damage to any property of Lessor during the terms of the Lease resulting from any act or neglect on the part of Lessee, its agents, employees, officers, invited guests or others in and about the leased premises.
11. Lessee agrees not to keep or store any fuel, products or properties of flammable or explosive nature and agrees only to fuel any airplanes, machinery or equipment at the gas pumps, or fuel refueling equipment operated by Lessor.
12. Lessor shall have the option at any time during the period of this lease, for good cause shown, to change Lessee's hangar to another one of sufficient size or natural dimension to house Lessee's airplane, and upon notice from and demand by Lessor, Lessee agrees to comply promptly with such change.
13. Lessee shall furnish to Lessor keys to any and all locks on the leased premises.
14. Lessee agrees to park any motor vehicles at the regular parking facilities at the airport or inside Lessee's hangar when the Lessee's airplane is removed for flying or servicing.
15. Lessee agrees to conduct no commercial business nor to permit anyone to conduct such business in or upon the leased premises.

LESSEE  
by Jimmy Wells

LESSOR, EDGAR COUNTY  
by Jimmy Wells Manager  
Airport Manager