

WHEREAS, it is the intention of the Commission that said airport shall be adapted for service to the general public subject to all pertinent regulations of the Commonwealth of Massachusetts and the United States of America; and

WHEREAS, the Commission desires to promote the utility and increased use of the airport, desires to encourage the continuation of commercial aviation operations; and

WHEREAS, the Commission desires to lease building floor space to the Lessee for the Lessee's type of business; and

WHEREAS, the Lessee desires to lease or otherwise secure from the Commission building floor space in connection with its business on the Airport;

Now, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, the Commission hereby grants to the Lessee the right to use and occupy the building floor space at the Airport shown on Addendum A during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

PART I: TERM

1. The Commission does hereby premise and lease unto the Lessee for a term of _____ from the _____ of _____ to _____ upon the terms and conditions hereinafter set forth, that part of the Taunton Municipal Airport Terminal building described as follows:
2. Said area of approximately _____ square feet of first floor space in the terminal building at the Taunton Municipal Airport, East Taunton, Massachusetts, shown in the sketch annexed (Addendum A) hereto marked _____, to be used by said lessee for all lawful business relating to the administration of its aviation business.
3. The lessee agrees to pay the Commission a monthly lease fee of _____ payable on the first of each month in advance. Should the term of this lease exceed three (3) years, the monthly lease fee will be adjusted every three (3) years to the prevailing rate at the time of review.
4. The lessee shall have the first option to renew this lease at the end of the term hereof with the written approval of the Members of the Airport Commission at that time in office, and upon such conditions and terms as shall be reasonable and just, taking into consideration the terms of this lease. Lessee shall notify the Commission in writing not less that sixty (60) days before the expiration of the current term of its intent to renew or not renew.
5. The parties shall exercise good faith in negotiating a new rental agreement during said review, taking into consideration the terms of this lease and such other factors as are normally taken into consideration in the usual course of business by Airport Commissions and Airport Lessees in computing their operational costs.

PART II: USE OF LEASED PREMISES

1. The lessee shall occupy and use the leased premises for the following purposes upon verification of documents permitting such an operation and in strict accordance with the provisions of either Attachment B or C, whichever applies.
2. Nothing contained in this agreement shall give or be construed to give the lessee any right to conduct commercial activities on the leased premises with the exception of Part II, section 1. above.

PART III: RIGHTS AND PRIVILEGES OF LESSEE

1. Subject to duly established Taunton Municipal Airport Standard Operating Policies and Procedures, the Lessee shall have the right and privilege for the term of this agreement, in common with others so authorized, to use the taxiways, apron, lights, navigation aids, access road, and other public facilities now and hereinafter installed or constructed at the airport, as necessary for the conduct of their operation described below.
2. Parking Facilities: The Lessee shall use the common parking space in front of the terminal building in common with others for the accommodation of such vehicles as are necessary for the operation and maintenance of the office or facilities and parking accommodations for privately owned transit vehicles having business in the spaces or offices leased hereunder. Except as provided in other agreements between the Commission and the Lessee, or as otherwise provided by law, the Commission shall not be required to provide parking space for other employees of the Lessee normally and regularly occupied with business of the Lessee on premises leased to the Lessee other than the Terminal Building.

PART IV: OBLIGATIONS OF LESSEE

1. The Lessee, in conduct of its operation, shall conform to all applicable provisions of the Federal Aviation Rules and Regulations, Massachusetts Aeronautics Commission and those of the Taunton Airport Commission and other governing bodies.
2. Any and all temporary fixtures, furniture or equipment, controlled, constructed or installed by the Lessee, and the maintenance thereof, shall be the sole expense of the Lessee. Said fixtures, furniture or equipment shall remain the personal property of the Lessee. They shall not be deemed permanent fixtures or part of the real estate of the leased premises.
3. The Lessee warrants that it has inspected the leased premises and accepts possession of the leased premises and improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, Massachusetts Aeronautics Commission and by ordinances of the City and any other governing bodies, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may be otherwise provided for herein, the Commission shall not be required to maintain or make any improvements presently located thereon. The Commission shall never have any obligation to repair, maintain or restore, during the term of this Lease, any improvements placed upon the leased premises by Lessee, its successors and assigns.
4. The Lessee shall throughout the term of this agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the leased premises, including the replacing of damaged or broken glass in windows and doors, and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary. Additionally, Lessee, without

limiting the generality hereof, shall keep at all times, in a clean and orderly condition and appearance, the leased premises, and all of the lessee's fixtures, equipment and personal property which are located on any part of the leased premises.

5. The Lessee shall not make or suffer to be made any structural alterations or additions to the Terminal building without first obtaining written permission of the Commission; that it will not store in or upon the demised premises or place or allow to be placed thereon any goods, wares, merchandise, substance, material, article or thing which is deemed especially hazardous under the fire laws; or whereby the rate of premium to be paid for insurance for fire is increased over the present rate paid by the Commission, or whereby the insurance which is now or may hereafter be maintained by the Commission would be subject to forfeiture, or whereby it would be made impossible to renew said insurance; that it will give to the Commission immediate notice of any accident; to or defects in water pipes, gas pipes, electrical wires, heating or air-conditioning apparatus, and if such accident or damage is due in any way to the negligence of the Commission or its agents, employees, or representatives; that it will conform to and obey all reasonable rules and regulations which may at any time be made by the Commission with reference to the use and occupation of said buildings between tenants thereof.

6. The Lease agrees to furnish reasonable heat and/or air conditioning to the leased premises, the hallways, and lavatories during the normal business hours on regular business days of each year, and to light passageways during business hours and to furnish such cleaning service in the common areas only as is customary in similar buildings in said city or town.

7. The Lessee shall pay to the Commission and/or City of Taunton, annually, a percentage of all taxes assessed on the Terminal building, heating costs, TMP invoices and any sewer charges to be determined on a percentage basis which the leased premises has to the entire building of which it is a part on a square foot basis.

8. Lessee shall control the conduct and demeanor of its officers, agents, employees, customers, and/or guests.

9. Lessee shall use a system of refuse disposal approved by the Commission. The manner of handling and disposal of trash, garbage and other refuse and the frequency of removal thereof from the airport premises shall be subject to the rules, regulations and approval of the Commission. Said removal shall be at the Lessee's expense.

10. The Lease shall provide all snow and ice removal on walkways to and from the parking lot and the AOA.

4. Lessee shall not construct or place signs, awnings, or marquees without the written consent of the Commission. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that in the opinion of the Commission are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from the Commission to remove them, the Commission reserves the right to enter the premises and remove them at the expense of the Lessee.

PART V: OBLIGATIONS OF THE COMMISSION

1. Subject to the obligations to the United States of America, undertaken as a condition precedent to the grant of Federal Aid in connection with improvement of the Airport, the Commission shall operate and maintain the Airport in a serviceable condition for the use and benefit of the public, including the Lessee.
2. It is understood between the parties that the Commission retains the privilege of entering into other agreements which authorize the commercial and non-commercial use of the airport facilities on terms similar to those extended to the Lessee, however, the Commission covenants not to enter into any similar agreements with respect to the airport, which contains more favorable terms than its agreement with the Lessee, or to grant potential competitors of the Lessee privileges not herein authorized unless the same are concurrently extended to the Lessee. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.
3. This agreement does not grant rights to the lease to construct facilities or structures or install equipment on the airport, except in the areas described in PART I and PART II above and with the written consent of the Taunton Municipal Airport Commission. If such rights should subsequently be agreed upon, they shall be made of a separate agreement. Should rights subsequently be granted to either to the lease or to third parties, to construct facilities or structures or to install equipment on the Airport, such construction or installation shall be in accordance with specifications approved by the Taunton Municipal Airport Commission.

PART VI: LIABILITY INDEMNITY

1. The Commission shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or any portion of the leased premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters of things above set forth, and Lessee shall indemnify the Commission against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against the Commission for damages to the buildings and improvements that are now on or hereafter placed or built on the premises and to the property in or about the leased premises from any cause arising at any time during the term thereof.
2. And, it is further understood and agreed that the Commission shall not be liable in any way to the Lessee or its representatives for any injury to persons or damage to property resulting from the sinking or settlement of the land or from any change in the physical condition of the land caused by the elements, erosion and deterioration.
3. Lessee shall, at its own expense, maintain at least one million dollars (1,000,000.00) in liability insurance naming the City of Taunton, Airport Commission, its employees and agents as insured parties. Certificates of insurance shall be filed with the Commission yearly.

PART VII: ASSIGNMENT

1. The Lessee shall not, at any time during the term of this agreement, in any manner, either directly or indirectly, voluntarily or involuntarily assign, sublease, hypothecate, or transfer this agreement or any interest therein without the written consent of the Commission. If the Lessee, without securing written approval of the Commission, attempts to effect such an assignment, sublease, hypothecation or transfer, or if a transfer occurs by operation of law, the Commission may terminate this agreement upon notice to the Lessee. The Commission does grant the individual Shareholders of the Lessee the right to sell their stock in the Lessee Corporation to parties of their choosing. In this event the Commission will not look for any part of their sale proceeds.

2. This lease shall give the Lessee no right to remove fixtures annexed to or incorporated in the real estate, which shall become the property of the Commission.

PART VIII: CANCELLATION AND TERMINATION

1. The Commission shall have the right to terminate this agreement in its entirety immediately upon the happening of any of the following events:

a). Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after the written notice thereof; or

b). The filing of a petition, voluntarily or involuntary, for the adjudication of the Lessee as a bankrupt;

c). The making by the Lessee of any assignment for the benefit of creditors;

d). The abandonment and discontinuance of activities at the leased premises on the airport by the Lessee;

e). The failure by the Lessee to perform, keep and observe any and all of the terms, covenants, and conditions herein contained on the part of the lessee to be performed, kept or observed after the expiration of thirty (30) days from the date written (first notice) notice has been given to the Lessee by the Commission to correct such default or breach; and immediately upon notification in the case of a second default or breach in regards to the original infraction.

f). The occurrence of any act which deprives the Lessee of the ability to perform its duties under this agreement.

2. Should the Commission fail to observe any provision of this agreement, written notice of such delinquencies shall be given by the Lessee; if such delinquencies continue uncured for thirty (30) days after the receipt of such notice, the Lessee may elect to terminate this agreement.

3. This lease may be terminated by the Lessee hereto by notice in writing to the commission of such intention to terminate. Said notice to be given not less than sixty (60) days prior to the termination date.

PART IX: SURRENDER OF POSSESSION

1. On the expiration or other termination of this lease, Lessee's rights to use of the premises, facilities, and services described herein shall cease, and Lessee shall vacate the premises within thirty (30) days.

2. Except as otherwise provided in this agreement, all temporary fixtures, furniture, equipment and other property bought, installed, erected, or placed by the Lessee in, on, or about the airport and the premises leased hereunder shall be deemed to be personal and shall remain the property of the Lessee. Lessee shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of thirty (30) days after the expiration or termination of this agreement, to remove any and all of such property from the airport subject, however, to Lessee's obligation to repair all damages, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the aforesaid thirty (30) day period shall thereupon become a part of the office space on which it is located and title thereto shall thereupon vest to the Commission.

PART X: RESERVATIONS

1. This Agreement shall be subordinate to the provisions of any existing or future Agreement between the Commission and the United States of America relative to the operation and maintenance of the airport, the execution of which has been required as a condition precedent to the expenditures of Federal funds for the development of the airport.

2. The Commission reserves the right to further develop (lease and/or rent) or improve the Terminal building common use areas.

3. During time of war or national emergency, the Commission shall have the right to lease the landing area or any part thereof to the United States Government for purposes of National Defense and in the event the provisions of this Agreement, insofar as they are inconsistent with the provisions of such lease to the United States, shall be suspended. The Commission agrees in the event of such suspension, the term of this Agreement shall be extended for a period equal to the suspension, so that the Lessee shall be entitled to the powers and the privileges and benefits for this Agreement for the same term as if there were no suspension.

4. Force Majeure: Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of god, acts of a public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed and sealed, in duplicate original, on this _____, 1999.

LESSEE:

CITY OF TAUNTON AIRPORT COMMISSION:

By: _____

By: _____
Chairman

REVIEWED AND APPROVED IN FORM:

City Solicitor

ATTACHMENT A – PROPERTY DESCRIPTION

Diagram:



ATTACHMENT B – COMMERCIAL OPERATIONS

USE OF LEASED PREMISES

1. Nothing contained in this agreement shall give or be construed to give the Lessee any right to sell or store automotive or aviation fuel or containers to hold the same on the leased premises.
2. The _____ will furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof and,
3. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

ADDITIONAL TERMS AND CONDITIONS

1. Lessee shall not construct or place signs, awnings, or marquees without the written consent of the Taunton Municipal Airport Commission. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that in the opinion of the Taunton Municipal Commission are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from the Taunton Municipal Airport Commission to remove them, the Taunton Municipal Airport Commission reserves the right to enter the premises and remove them at the expense of the Lessee.
2. It is understood between the parties that the Taunton Municipal Airport Commission retains the privilege of entering into other agreements which authorize the commercial and non-commercial use of the airport facilities on terms similar to those extended to the Lessee, however, the Taunton Municipal Airport Commission covenants not to enter into any similar agreements with respect to the airport, which contains more favorable terms than its agreement with the Lessee, or to grant potential competitors of the Lessee privileges not herein authorized unless the same are concurrently extended to the Lessee. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.
3. Lessee shall control the conduct and demeanor of its officers, agents, employees, customer and/or guest at all times.

ATTACHMENT C – NON-COMMERCIAL OPERATIONS

USE OF LEASED PREMISES

1. Nothing contained in this agreement shall give or be construed to give the lessee any right to conduct commercial activities on the leased premises.
2. The storage of non-aeronautical property on or at the airport is not allowed.