

Westcoat Drive
P.O. Box 441
East Taunton, Massachusetts 02718-0441

Office of the Commission

Lease Number: 2022-_____

LAND LEASE AGREEMENT

SUMMARY PAGE:

Lessee:

Commencement Date: _____, 20__

Expiration Date: _____, 20__

Term: 20 years [new construction] 10 years [existing lease renewal]

Extension Options: 10 years plus 2 5-year extension options [new construction]
Note: Subject to Taunton Airport Commission approval for terms over 20 years.

Extension Options: 2 5-year extension options [existing lease renewal]

Premises: _____ . See Exhibit A attached hereto.

Area in Square Feet: _____, s.f.

Rate per Square Foot: **\$.45 Sq. Ft.**

Annual Rent: \$ _____, adjusted annually, see Section 2.1

Permitted Use: Aircraft Storage of Active Aircraft, see Part III.

Security Deposit: \$ _____, see Section 2.5

Performance Bond: \$ _____, see Section 4.6

Exhibits to the Lease:

- Exhibit A – Premises
- Exhibit B – Plans for Lessee Work
- Exhibit C – Required Federal Contract Provisions

Taunton Municipal Airport -

Copies to: City Clerk _____, City Assessor _____, City Treasurer _____
City Auditor _____, City Solicitor _____

CONTACT PERSONS:

Name:
Address:
Tel:
Email:

AIRPORT LAND LEASE AGREEMENT

THIS LEASE is executed this ___ day of _____ (the "Execution Date"), by the City of Taunton Airport Commission, duly established under the provisions and authority included, but not limited to, Massachusetts General Laws (Ter. Ed.) Chapter 90, Section 51E and 51F as amended, (hereinafter called the "Commission"), and _____, a _____ [state of formation and type of entity], having its principal place of business at the Taunton Municipal Airport, East Taunton, Bristol County, Massachusetts 02718-0441, and its mailing address _____ (hereinafter called "Lessee").

WHEREAS, the Commission is in general control of the Taunton Municipal Airport lying within the City of Taunton, Commonwealth of Massachusetts (the "Airport"); and

WHEREAS, it is the intention of the Commission that the 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 and non-commercial aviation operations; and

WHEREAS, the Commission desires to lease the Premises (as hereinafter defined) to Lessee for the Permitted Use (as hereinafter defined) land Lessee desires to lease the Premises for the Permitted Use;

Now, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Commission and Lessee hereby agree as follows:

PART I: TERM

1.1 Term. The Commission hereby grants to Lessee the right to use and occupy the space at the Airport located at _____ and shown on Exhibit A attached hereto (the "Premises"), together with all buildings, structures, improvements, additions and permanent installations now existing or that Lessee might construct and install therein or thereon for a term of 10 years (the "Term") commencing on the Commencement Date and expiring on the Termination Date, upon the terms and conditions set forth herein.

1.2 As Is. The Premises are leased in "as is" condition without any representations or warranties whatsoever, express or implied, it also being expressly understood and agreed that the Commission is not obligated to provide or install any services or facilities in or to the Premises beyond those now in place.

1.3 Extension Options. Provided that Lessee has at all times strictly observed the terms and condition herein, Lessee shall have two (2) five-year extension options (each an "Option Term") to renew this Lease at the end of the Term upon written notification to the Commission given not less than six (6) months prior to the Expiration Date or expiration of the first Option Term, as applicable. The total Lease Term including all Option Term shall not exceed twenty (20) years.

PART II: RENT

2.1 Annual Rent. Beginning on the Commencement Date, Lessee shall pay to the Commission Annual Rent, to be paid [annually][semi-annually] (which, if the Term does not begin on the first day of the month, shall include a prorated amount for any partial month in the first Lease year) in advance to the Commission on the Commencement Date and each anniversary thereof, at 4 Westcoat Drive, East Taunton, MA 02718, Attn: Airport Manager. The Annual Rent will be adjusted every year on the anniversary of the Commencement Date to the prevailing land lease rate then in effect as set by the Commission.

2.2 Utilities. All connection charges, user charges and other fees, charges and other costs associated with the provision of utilities to the Premises will be paid for by Lessee as Additional Rent (Annual Rent and Additional Rent collectively referred to as "Rent").

2.3 Late Payment Fee. Any amount due from Lessee to the Commission under this Section or otherwise due under this Lease that is not paid when due shall bear and accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to interest, and then to principal.

2.4 No Abatement. Lessee shall pay Base Rent and Additional Rent without set-off, deduction, demand or abatement, except as otherwise specifically provided herein.

2.5. Security Deposit. On or before the Commencement Date, Lessee shall pay to the Commission the Security Deposit, which shall be held by the Commission, without obligation for interest, as security for the performance of Lessee's covenants and obligations under this Lease. The Commission shall have the right from time to time without prejudice to any other remedy the Commission may have on account thereof, to apply the Security Deposit, or any part thereof, to the Commission's damages arising from, or to cure, any Event of Default of Lessee. If the Commission draws upon the Security Deposit, Lessee shall, within fifteen (15) days after receipt of written notice, replenish the amount of the Security Deposit held by the Commission. If no Event of Default exists upon the expiration or earlier termination of the Term of this Lease, the Commission shall return the Security Deposit, or so much thereof as shall have theretofore not been applied in accordance with the terms of this Section, to Lessee, within forty-five (45) days after surrender of possession of the Premises by Lessee to the Commission in the condition required by this Lease.

PART III: PERMITTED USE

3.1 The Premises shall be used and occupied by Lessee solely to house aircraft, for private use only, plus necessary related items for the aircraft, subject to all applicable Laws (as hereinafter defined), and may not be used for any other purpose (the "Permitted Use"). Lessee shall have the right and privilege for the Term of this Lease, 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 the Permitted Use. Lessee will not make or suffer any unlawful, improper, noisy or offensive use of the Premises, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the Premises, or the building or any of its contents, or to increase the cost of any such insurance. Lessee covenants and agrees that the Premises shall not be used for any objectionable, unlawful purpose, or for any purpose which will constitute a nuisance.

3.2 No commercial activity of any kind whatsoever shall be conducted by Lessee in, from, or around the Premises without the prior written consent of the Commission which consent may be withheld in the Commission's commercially reasonable discretion.

3.3 Lessee, and any agents, guests, or invitees of Lessee shall observe and obey all applicable federal, state or local statutes, ordinances, regulations, orders, policies, administrative rules, including, without limitation, including without limitation the 17-004 FAA Policy on Non-aeronautical Use of Airport Hangars, and the Airport's Standard Operating Policies and Procedures ("SOPPs"), which are now existing or hereafter enacted, issued or amended (collectively "Laws"). It shall be the responsibility of Lessee to be familiar with the Airport SOPPs and all other applicable rules and regulations. Lessee agrees to remedy promptly any condition or discontinue any practice in violation of such Laws.

3.4 Nothing contained in this Lease shall give or be construed to give Lessee any right to sell or store automotive or aviation fuel or containers to hold the same on the Premises.

3.5 The storage of non-aeronautical property on or at the Airport is not allowed, except in compliance with all applicable Laws including *17-004 FAA Policy on Non-aeronautical Use of Airport Hangars*.

3.6 Lessee may park passenger vehicles only on the Premises in connection with Lessee's access needs associated with the Permitted Use of the Premises. The parking of commercial trucks, boats, recreational vehicles (RV's), trailers, tractors, or freight vehicles and commercial equipment is not allowed.

3.7 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 have not received written consent of the Commission. 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, and the Commission reserves the right to enter the Premises and remove them at the expense of Lessee.

3.8 Upon reasonable prior notice to Lessee, the Commission shall have the right to access and enter upon the Premises for the purposes of inspection, complying with all applicable Laws and exercising any right reserved to the Commission by this Lease. The Commission shall use commercially reasonable efforts to minimize interference with or disruption of Lessee's business during such access.

PART IV: OBLIGATIONS OF LESSEE

4.1 Lessee warrants that it is currently occupying the Premises or has inspected the Premises and accepts possession of the 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, MassDOT/Aeronautics Division and by ordinances of the City of Taunton, Massachusetts and any other governing bodies, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be 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 Premises by Lessee, its successors and assigns. If Lessee shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Lessee pursuant to the terms hereof, the Commission shall have the right, but not the obligation, after thirty (30) days' notice to

Lessee by the Commission (or without notice in the event of an emergency), to make such repairs or perform maintenance work or any other work required of Lessee pursuant to this Lease and charge the reasonable cost thereof plus a 10% management fee to Lessee as Additional Rent; provided that, if Lessee has promptly commenced and diligently prosecutes to completion the necessary repairs or the correction of any nonconformity, as reasonably determined by the Commission, the Commission shall exercise such right, if at all, if and only if Lessee shall cease to diligently prosecute the same to completion.

4.2 Lessee shall throughout the Term of this Lease assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Premises and all improvements thereon in a good condition and repair, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

a) keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon and all of the lessee's fixtures, equipment and personal property which are located on any part of the Premises.

b) provide and maintain on the Premises all obstruction lights and similar devices, and safety equipment required by Law.

c) maintenance and repair all utility service lines placed on the Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers, storm sewers and septic systems.

4.3 Lessee agrees that it shall not injure, deface or otherwise harm the Premises or use the Premises in any manner that will constitute waste.

4.4 Lessee shall not make alterations or additions to the Premises, with the exception of cosmetic improvements, minor alterations and minor repairs, without the Commission's prior written consent. In order to seek such consent, Lessee shall submit to the Commission a completed copy of all plans, figures, and information reasonably requested by the Commission regarding the proposed alteration or addition. All such allowed alterations shall be at Lessee's sole cost and expense and shall be completed in a good and workmanlike quality. The Lessee shall be solely responsible for obtaining all permits, licenses and approvals required by applicable federal, state or local laws or regulations or by any governmental body having jurisdiction for or in connection with the use of the Premises and shall provide copies of such permits, licenses and approvals to the Commission. Maintenance of any and all facilities, structures or equipment shall be at the sole expense of Lessee. Said facilities, structures or equipment shall remain the personal property of Lessee during the Term. Lessee shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Lessee in connection with work of any character performed at the direction of Lessee and shall cause any such lien to be released of record without cost to the Commission within sixty (60) days of the filing of the lien. The Commission shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such shall cause all contractors to carry workers' compensation insurance in accordance with the statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contracts on or about the Premises in amounts reasonably acceptable to the Commission and agrees to submit certificates evidencing such coverage to the Commission prior to commencement of and during the continuance of such work.

4.5 All alterations, additions and improvements to any structure, facility or conveyance must be in compliance with US EPA National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (MSGP) as amended under the authority of 40 CFR 122 / 55 FR 48063. Prior to making such alteration, addition or improvement. Lessee must obtain approval from the Commission which may be withheld in its commercially reasonable discretion and demonstrate how such alteration, addition or improvement complies with federal regulations. See details of TAN Stormwater Pollution Prevention Plan (SWPPP) contained in the Airport SOPPs.

4.6 Payment and Performance Bond. Prior to the construction of any alterations, additions or improvements on the Premises during the Term of this Lease, Lessee shall deliver to the Commission, in form and substance reasonably satisfactory to the Commission, payment and performance bond(s), including, without limitation, a blanket lien bond of a surety company licensed to do business in Massachusetts and reasonably acceptable to the Commission, naming the Commission, the City of Taunton, Lessee, and any leasehold mortgage, as obligees, as their respective interests may appear, in the aggregate amount of the guaranteed maximum price(s) set forth in the applicable construction contract(s) to ensure the timely completion of the Improvements.

4.7 Lessee shall pay to the City of Taunton, when due all taxes assessed upon any and all personal property, facilities, structures or equipment constructed or installed by Lessee, in the same manner and to the same extent as if privately owned.

4.8 Lessee shall be responsible for and shall control the conduct and demeanor of its officers, employees, agents, contractor's guests, and invitees on the Premises and Airport at all times.

4.9 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, as the same now exist or as may be time-to-time amended. Said removal shall be at Lessee's expense.

4.10 Should the Premises be destroyed in whole or in part by fire or other casualty or by Lessee's want of ordinary care, Lessee shall either i) elect to terminate this Lease and deliver the Premises in the condition required by Section XI within 60 days of such casualty; or ii) promptly rebuild or restore the Premises to their present condition. Such rebuilding or restoration shall be at Lessee's expense. Any rent due during periods when the Premises may not be used in accordance with the terms hereof due to fire or other casualty unless caused by Tenant's negligence or willful misconduct, shall be abated in a reasonable fashion.

PART V: AERONAUTICS RESTRICTIONS

5.1 In addition to the other provisions of this Lease, Lessee's activities on the Premises shall be subject to the following restrictions, among any other restrictions generally applicable to persons operating on a municipal Airport:

(a) The Commission reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property as described in this Lease, together with the right to cause in said airspace such sound as may be inherent

in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on the Airport.

(b) The Lessee expressly agrees for itself, its successors and assigns to prevent the use of the Premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (i) produce electrical interference with radio communications, (ii) make it difficult for pilots to distinguish between airport lights and others, (iii) project glare in the eyes of the pilots, (iv) impair visibility in the vicinity of the airport, or (v) otherwise endanger the landing, take-off or maneuvering of aircraft.

(c) The Commission retains the continuing right in the Premises to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (above 45 feet Mean Ground Level) and to remove from said airspace, at Lessee's expense or at the sole option of the Commission, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Lessee's property for the above purposes.

(d) The Lessee for itself, its heirs, personal representatives, successors in interest and assigns do hereby agree that if any aeronautical services or activities are to be offered, performed or conducted upon the Premises that in the exercise of the rights and privileges granted for the furnishing of aeronautical services to the public, Lessee will: (i) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(e) 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.

PART VI: OBLIGATIONS OF THE COMMISSION

6.1 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 Lessee.

PART VII: LIABILITY INDEMNITY/INSURANCE

7.1 To the maximum extent this Lease may be made effective according to law, Lessee agrees in addition to any other rights and remedies available to the Commission, to defend, indemnify and save harmless the Commission from and against all claims, expenses or liability of whatever nature from any suits, claims and demands arising directly or indirectly (i) from the failure of Lessee's or Lessee's contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable Laws, now or hereafter in force, and any accident, injury or damage whatsoever to any person, or to the property of any person, occurring on or about the Premises or (ii) from any accident, injury or damage however caused to any person or property on the Premises or occurring outside of the Premises but on the Airport property, in each case where such accident, damage or injury results or is claimed to have

resulted from any act, omission or negligence on the part of Lessee or Lessee's contractors, agents, employees, or invitees or anyone claiming by or through Lessee; and (iii) from any and all costs and expenses incurred in connection with any cleanup, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Materials on or about the Premises to the extent that Lessee or Lessee's contractors, agents, employees or invitees or anyone claiming by or through Lessee caused or contributed to such environmental occurrence, in these cases, occurring after the date of this Lease until the end of the Term of this Lease and thereafter so long as Lessee is in occupancy of any part of the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees at both the trial and appellate levels.

7.2. It is further understood and agreed that the Commission nor the City of Taunton shall not be liable in any way to Lessee or its agents, employees, officers, successors, or 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.

7.3 Lessee agrees to maintain in full force from the date upon which Lessee first enters the Premises for any reason, throughout the term of this Lease, and thereafter so long as Lessee is in occupancy of any part of the Premises and agrees prior to the Commencement Date, and thereafter on or before the anniversary of the Commencement Date, to deliver to the Commission a certificate of insurance evidencing compliance with the requirements herein:

(a) A policy of general liability and property damage insurance with respect to the Premises and the property of which the Premises are a part, naming Lessee as an insured and the Commission and City of Taunton as additional named insureds, in the minimum amount of \$1,000,000 bodily injury and property damage for each occurrence, with a combined single limit of \$3,000,000 annual aggregate limit. The Commission shall have the right from time to time to increase such minimum amounts upon notice to Lessee, provided that any such increase shall provide for coverage in amounts similar to like coverage being carried on similar property in the Airport area;

(b) A policy of fire and extended coverage insurance upon its building and leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Commission satisfactory releases from fire and extended coverage liability;

(c) A policy of Workers' Compensation insurance during any construction, maintenance or repair of the Premises by Lessee or any of its contractors, covering the obligations of Lessee and or its contractors in accordance with Massachusetts Workers' Compensation or Benefits law;

(e) Such other insurance as may reasonably be required by the Commission; and

(f) All required insurance policies shall be evidence by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellations or changes adverse to the interests of the Commission or 10 days if cancelled for non-payment of premium.

Without limiting the Commission's other rights under any other provisions of this Lease, if Lessee shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period

of ten (10) days following written notice by the Commission to Lessee thereof, then the Commission, without further notice to Lessee, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

7.4 Lessee's Risk. To the maximum permitted by law, and notwithstanding anything to the contrary in this Lease, Lessee agrees that all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Lessee and all persons claiming by, through or under Lessee, including Lessee's employees, agents, invitees, licensees, and insurers, which, during the Term of this Lease or any occupancy of the Premises by Lessee or any such Lessee Party, may be on the Premises or elsewhere on the Property, shall be at the sole risk and hazard of Lessee, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes or sprinklers, by theft or from any other cause whether foreseeable or unforeseeable, no part of said loss of damage is to be charged to or be borne by the Commission unless due to the gross negligence or willful misconduct of the Commission, and in all events Lessee's insurance that may be available to cover any such damage or destruction shall be deemed primary vis-à-vis any insurance of the Commission.

7.5 Injury Caused By Third Parties. To the maximum extent permitted by law, Lessee agrees that the Commission shall not be responsible or liable to Lessee, or to those claiming by, through or under Lessee, including any of the other Lessee Parties, and other parties, for any injury, loss or damage to person (including death) or property that may be occasioned by or through the acts or omissions of persons or entities other than the Commission and the Commission's employees.

7.6 Waiver of Subrogation. Lessee agrees that any insurance covering personal injury (including death) and property damage carried by it shall provide for the waiver by the insurance carrier of any right of subrogation against the Commission, and Lessee further agrees that, with respect to any injury to person (including death) and damage to property, the loss from which is covered by any such insurance, to hereby release the Commission of and from any and all claims, liabilities, and losses with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

LESSEE SHALL DEPOSIT WITH THE COMMISSION A CERTIFICATE OF THE INSURANCE FOR ALL THE INSURANCE REQUIRED TO BE CARRIED HEREUNDER PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN. NEITHER THE COMMISSION'S RECEIPT NOR LACK OF RECEIPT OF ANY SUCH CERTIFICATES SHALL RELIEVE LESSEE OF ITS OBLIGATIONS IN THIS LEASE OR ACT AS A WAIVER OF ANY RIGHTS OF THE COMMISSION WITH RESPECT THERETO.

7.7 Notwithstanding anything to the contrary in this Lease, the Commission does not waive and hereby reserves all rights, remedies and defenses under G.L. c. 258.

7.8 The provisions of this Section shall survive the expiration or termination of this Lease.

PART VIII: HAZARDOUS MATERIALS

8.1 Lessee shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations

promulgated thereunder, as such laws and regulations may be amended from time to time, or any per- and polyfluoroalkyl substances (“PFAS”) (collectively “Hazardous Materials”) in, under, on or about the Premises, except for materials contained in products used by Lessee in de minimis quantities for ordinary and customary cleaning purposes or used in Lessee’s equipment at the Premises and in the normal business operations of Lessee. PFAS-containing foam fire suppression system are specifically prohibited in, under, on or about the Premises. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which the Commission may terminate this Lease. Lessee shall (i) notify the Commission immediately of any release or threat of release of any Hazardous Materials on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in full compliance with all applicable statutes, regulations and standards, at Lessee’s sole cost and expense, and , in addition to any other rights and remedies available to the Commission, (iii) indemnify, defend and hold the Commission harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney’s fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred, or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by Lessee, its agents, employees, contractors, representatives, licensees, or invitees. the Commission and Lessee hereby acknowledge and agree that neither the Commission nor Lessee shall have any responsibility to the other, their agents, employees, representatives, permittees and invitees, for the presence of such Hazardous Materials on the Premises existing as of the date of this Lease, or be required to abate or remediate the same.

PART IX: ASSIGNMENT

9.1 Except as expressly set forth herein, Lessee shall not, at any time during the Term of this Lease, in any manner, directly or indirectly, voluntarily or involuntarily assign, sublease, hypothecate, or transfer this Lease or any interest therein without the prior written consent of the Commission, which consent may be withheld in the Commission’s commercially reasonable discretion. Any assignment or sublease, notwithstanding such consent, shall be void unless the assignee or subtenant acknowledges in writing that it will be bound by and subject to the terms of this Lease. No permitted assignment or subletting shall in any way impair the continuing primary liability of Lessee-assignor hereunder and no consent by the Commission in a particular instance shall be deemed to be a waiver of the obligation to obtain the Commission's consent in a subsequent instance. As used herein, the term “assign” or “assignment” shall be deemed to include, without limitation, any transfer of Lessee's interest in the Lease by operation of law. Lessee shall reimburse the Commission on demand, as Additional Rent, for any out-of-pocket costs (including without limitation, reasonable attorneys’ fees and expenses) incurred by the Commission in connection with each actual or proposed assignment, sublease, occupancy agreement or Unit Owner. If 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, such transfer shall be an Event of Default. The Commission does grant that Lessee may obtain a mortgage on the building using this Lease as collateral.

9.2 Lessee shall make no alienation of any interest in or to said building nor shall they permit any alienation of any interest in or to said building, without first offering that same for sale to the Commission in writing, setting forth the price as the same price for which Lessee is offering to sell the same to another. The Commission shall have sixty (60) days in which to accept said offer; the passage of

sixty (60) days without acceptance of the offer shall constitute a rejection thereof. If the Commission does not accept said offer within sixty (60) days, Lessee shall be at liberty to sell the same to any other person within ninety (90) days after the rejection of the offer by the Commission.

9.3 Except as provided in Section 11.3, this Lease shall give Lessee no right to remove the buildings, improvements or fixtures annexed to or incorporated in the real estate, which shall become the property of the Commission at the expiration or earlier termination of the Term.

PART X: CANCELLATION, TERMINATION, DEFAULT AND BANKRUPTCY

10.1 The Commission, in its sole and exclusive direction, shall have the right to terminate this Lease in its entirety and Lessee's leasehold interest in the Premises immediately upon the happening of any of the following events (each an "Event of Default"):

- 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 written notice thereof; or
- b) The filing of a petition, voluntarily or involuntary, for the adjudication of Lessee as a bankrupt or insolvent according to law; or
- c) The making by Lessee of any assignment for the benefit of creditors; or
- d) The abandonment and discontinuance of activities at the Premises on the Airport by Lessee; or
- e) An assignment of this Lease in violation of Part IX; or
- f) The failure by Lessee to perform, keep and observe any and all of the terms, covenants, obligations, and conditions including, without limitation, the SOPPs herein contained on the part of Lessee to be performed, kept or observed after the expiration of thirty (30) days from the date of written notice to Lessee by the Commission to correct such default or breach; provided however, that upon issuance of such notice, Lessee shall have an affirmative obligation to forthwith commence and complete as soon as reasonable possible the curing of the issues identified in said notice and shall proceed immediately to cure such default in the event of hazard to life or safety; or
- g) The willful failure of Lessee to forthwith commence or complete as soon as reasonable possible the curing of all issues identified in any notice issued to Lessee by the Commission pursuant to subparagraph (f), above; or
- h) The repeated failure by Lessee to perform, keep and observe any and all of the terms, covenants, obligations, and conditions (including, without limitation, the SOPPs) herein contained on the part of Lessee to be performed, kept or observed; provided, however, that this Lease may not be terminated under this subparagraph (h) unless the Commission has first issued three (3) or more notices to Lessee under subparagraph (f) within any five (5) year period; or
- i) The loss of required permits or approvals which deprives Lessee of the ability to perform its duties under this Lease.

10.2 The Commission shall have the right with or without terminating the Lease while such Event of Default continues, to reenter and take possession of the Premises in whole or in part to declare the Term of this Lease ended in whole or in part, and remove Lessee's effects, without prejudice to any remedies which might otherwise be used for arrears of rent or other default. In the Event of Default, Lessee shall indemnify the Commission against all loss of Rent and other payments that the Commission may incur by reason of such termination during the remainder of the Term.

10.3 In the event of any termination as provided in this Section, Lessee shall pay the Annual Rent, Additional Rent and other sums payable hereunder up to the time of such termination, and thereafter Lessee, until the end of what would have been the Term of this Lease in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to the Commission for, and shall pay to the Commission, as liquidated current damages, the Annual Rent, Additional Rent, and other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting all reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, costs to restore the Premises to its original condition, advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Lessee shall pay such current damages to the Commission, Annual Rent to be prorated and paid monthly on the first of each month, as if this Lease had not been terminated.

10.4 If Lessee shall default in the observance or performance of any condition or covenants under this Lease Agreement for which the Taunton Municipal Airport has not waived such default, the Taunton Municipal Airport may remedy such default at the expense of Lessee. If the Taunton Municipal Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the established rate, and costs shall be paid to the Taunton Municipal Airport by Lessee as Additional Rent.

10.5 All reasonable costs and expenses incurred by or on behalf of the Commission, including, without limitation, reasonable attorneys' fees and expenses at both the trial and appellate levels, in enforcing its rights hereunder in connection with any default by Lessee shall be paid by Lessee.

PART XI: SURRENDER OF POSSESSION

11.1 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 yield and peaceably deliver to the Commission possession of the Premises, including Improvements (as hereinafter defined), promptly and in good condition and repair, excepting only reasonable wear and tear.

11.2 Except as otherwise provided in this Lease, all buildings, hangers, structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by Lessee in, on, or about the Airport and the Premises ("Improvements") shall be deemed to be personal and shall remain the property of Lessee during the Term of this Lease. Upon expiration or earlier termination of this Lease, title to such Improvements shall vest to the Commission. In the event Lessee fails to remove any of Lessee's personal property from the Premises, such property shall be deemed abandoned and the Commission is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under the Commission's control, or to sell at public or private sale, without notice, any or all of the property not so

removed and to apply the net proceeds towards the payment of any sum hereunder owing by Lessee to The Commission or to dispose of the same. The provisions of this Section shall survive expiration or termination of this Lease.

11.3 Notwithstanding the foregoing Sections 11.1 and 11.2, upon expiration of the Term (as the same may be extended) Lessee may elect by written notice to the Commission given prior to the expiration of the Term to remove the Improvements at its sole cost and expense and restore the Premises to vacant "build ready" condition within ninety (90) days of the expiration of the Term; provided, however, that the Improvements shall not be so removed without the Lessee first having made such arrangements as the Commission may reasonably require to restore the Premises and providing a security deposit or removal bond in an amount equal to 150% of the cost of such removal and restoration.

11.4 Holding Over. If, after the termination or expiration of this Lease, Lessee shall remain in possession without any express written agreement as to such holding over, Lessee shall be deemed to be a tenant at sufferance from day to day at a daily rental rate equal to two hundred percent (200%) of the Annual Rent and Additional Rent previously in effect. During such continued occupancy, all other provisions of this Lease (except as to the Term) shall be in effect. Lessee shall also pay to the Commission all damages sustained by the Commission resulting from retention of possession by Lessee. The provisions of this Section shall not constitute a waiver by the Commission of any right of re-entry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the Commission's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Lessee's part to be performed. The provisions of this Section shall survive expiration or other termination of this Lease.

PART XII: RESERVATIONS

12.1 This Lease shall be subject and subordinate to the provisions of any existing or future Agreement between the Commission and the United States of America or the Commonwealth of Massachusetts, relative to the operation and maintenance of the Airport including without limitation the terms of any "Sponsor's Grant Assurances" or like agreement, the execution of which has been or is required to enable or permit the transfer of rights or property to Airport for airport purposes, or the expenditure of federal or state grant funds for Airport improvement, maintenance or development. Lessee shall reasonably abide by the requirements of agreements entered into between Airport and the United States and Airport and the Commonwealth of Massachusetts, and shall consent to amendments and modifications of this Lease if required by such agreements or if required as a condition of Airport's entry into such agreements. This Lease is subject to and Lessee shall abide by Federal Aviation Administration Required Contract Provisions, attached as Exhibit C hereto.

12.2 The Commission reserves the rights to further develop or improve the common use areas, including but not limited to the landing area of the Airport, as it sees fit. It further reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the width to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

12.3 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 Lease, 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 Lease shall be extended for a period equal to the suspension, so that Lessee shall be entitled to the powers and the privileges and benefits for this Lease for the same term as if there were no suspension.

PART XIII: MISCELLANEOUS

13.1 Notices. Whenever under this Lease a provision is made for any demand, notice, or declaration of any kind or where it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the other, it shall be in writing delivered in hand or sent by certified or registered mail, return receipt requested with postage prepaid, or by recognized overnight delivery, at the address set forth in the Summary Page, above, or at such other addresses as the parties may from time to time designate by written notice to the other party, as it may be changed by notice duly given hereunder.

13.2 Waiver. One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

13.3 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Commission and Lessee, it being expressly understood and agreed that neither the method of computation of rent nor any of the other provisions contained in this Lease nor any act or acts of the parties shall be deemed to create any relationship between the Commission and Lessee other than the relationship of landlord and tenant.

13.4 Governing Law. The law of the Commonwealth of Massachusetts shall govern the validity, performance, and enforcement of this Lease. Any disputes arising hereunder not resolved amicably by the parties shall be brought in Taunton or Bristol Superior Court, to whose jurisdiction the parties hereby consent.

13.5 Successors. The provisions, covenants, and conditions of this Lease shall be binding on the legal representatives, heirs, successors, and permitted assigns of the respective parties.

13.6 Amendments. Except as provided herein, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Commission or Lessee unless and until reduced to writing and signed by both parties. Submission of this Lease by the Commission to Lessee for examination shall not bind the Commission in any manner, and no lease, contract, option, agreement to lease, or other obligation of the Commission shall arise until this Lease is signed by the Commission and delivered to Lessee.

13.7 Quiet Enjoyment. The Commission agrees that, on payment of the rentals and other charges herein provided for and the performance of the covenants and agreements on the part of Lessee to be performed hereunder, and subject to the terms of the Lease, Lessee shall have peaceful and quiet use and possession of the Premises without hindrance by anyone claiming by, through or under the

Commission, subject, however, to the exceptions, reservations and conditions of this Lease and matters of record.

13.8 Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision, provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.9 Force Majeure. No default in the performance of the terms, covenants or conditions of this Lease on the part of Lessee or the Commission, other than in the payment of any installment of Rent or other sums due hereunder by Lessee to the Commission, shall be deemed to continue if and so long as the Commission or Lessee, as the case may be, shall be delayed in or prevented from remedying the same by reason of strikes or other labor disputes; acts of God or the public enemy; any order, directive or other interference by municipal, state, federal or other government official or agency; or any other cause reasonably beyond the control of the Commission or Lessee, as the case may be; but if and when the occurrence or condition which delayed or prevented the remedying of such default shall be removed, it shall be the obligation of the Commission or Lessee, as the case may be, without further delay to commence the correction of such default or to continue the correction thereof.

[Remainder of page intentionally left blank.]

Taunton Municipal Airport -

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed and sealed on this day and year first above written.

LESSEE:

CITY OF TAUNTON AIRPORT COMMISSION:

BY: _____

BY: _____

Name:

Name:

Title:

Title: Chairperson

REVIEWED AND APPROVED IN FORM:

City Solicitor

EXHIBIT A

PREMISES

[Attach]

EXHIBIT B
PLANS FOR LESSEE WORK

[Attach]

EXHIBIT C

FAA-REQUIRED CONTRACT PROVISIONS

For purposes of the foregoing sections, Lessee or Lessee may also be referred to as “contractor” or “concessionaire”, the Commission or the Commission may also be referred to as “sponsor” or “owner”, and this Lease may also be referred to as the “agreement” or “contract”.

A. General Civil Rights Provisions

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in this Section B in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.)

D. Non-Discrimination Clauses for the Transfer of Real Property Acquired or Improved Under the Department of Transportation Activity, Facility or Program.

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and service in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Town of Barnstable will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

E. Fair Labor Standards Act

This Lease incorporates by reference the provisions of 29 U.S.C. § 201, et seq. (the Federal Fair Labor Standards Act (FLSA)), and its implementing regulations, with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers.

Lessee has full responsibility to monitor compliance to the referenced statute and regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

F. Occupational Safety and Health Act

This Lease incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651, et seq.; 29 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.