



Griffin-Spalding Airport

"Your Aviation Gateway"

1035 South Hill Street
Griffin, GA 30224

www.cityofgriffin.com

Telephone (770) 227- 2928
Fax (770) 229-2346

Property Lease Agreement

This agreement made this 1st day of , January, 2016, by the Griffin-Spalding County Airport Authority, hereinafter referred to as "Owner or Lessor" and The City of Griffin, Board of Commissioners, hereinafter referred to as the "Tenant or Lessee".

The parties agree as follows:

In consideration of payment in the amount of \$ 23.40, payable on the 10th day of January of each year, the lessee agrees to let 156 square feet of space as identified as Parcel "A", the "GS-Airport, City Signage Parcel" more commonly referred to as, the "Airport Triangle Parcel in front of the Roses Shopping Center" boundaries as identified by Property Boundary Survey conducted by Michael Baker International Inc., and attached herewith.

The term of this lease is for a year-to-year period ending on 31 December, 2022.

The leased premises shall be used for the following purpose: City "Welcome" Signage Placement Only

Registered Owner: City of Griffin

Billing Address: 100 South Hill Street, Griffin, GA 30223

Business Phone: 770-229-6620

Tenant's Insurer: _____

Type of Insurance and Policy Number: _____

Copy shall be on file in the Airport Management Office.

The Tenant Covenants with the Lessee as follows:

1.

To notify the Airport, in writing within thirty (90) days of any change in the information furnished above.

2.

To abide by all rules and regulations of the Federal Aviation Administration, State of Georgia, City of Griffin, Spalding County and of all other duly constituted public authorities having jurisdiction over the Griffin-Spalding County Airport.

3.

Tenant shall not sublet or furnish to any other person the use of the Space, or any other right or privilege in or on any Airport property without the written consent of the Griffin-Spalding County Airport Authority.

4.

Tenant agrees to accept all facilities on the leased premises on an "As Is" basis; Further, Owner hereby disclaims, and tenant accepts such disclaimer, of any warranty, either expressed or implied of the condition, use, or fitness of the area. Tenant assumes full responsibility to furnish any equipment necessary to properly secure its' property. Tenant covenants and agrees that in the event that the tenant makes any improvements (other than routine maintenance) to the space provided, he or she does so at their own expense. Tenant agrees that any future improvements to the site proposed by the tenant must first be submitted in writing to the Airport Director and all plans, drawings and the like will be reviewed and approved by the Griffin-Spalding County Airport Authority. All construction & zoning ordinances apply.

5.

Tenant accepts and recognizes that it is the tenant's sole responsibility to monitor and maintain its property. Any spillage of Hazardous materials and subsequent corrective action deemed by the Airport Director shall be the sole responsibility of the tenant and shall conform to all City, County, State and Federal Stormwater and Hazardous Waste laws.

6.

Tenant further covenants it will hold the Airport and any of its officers, employees, and agents, or Authority Board members, harmless from any claim, suit, or demand whatsoever, for loss occasioned by fire, theft, rain, windstorm, hail or vandalism, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored on or near the leased premises or any other location at the Airport. Tenant shall exercise due diligence to insure its property while located on the Airport and shall look solely to insurance for recovery in the event of any loss; Tenant on behalf of its insurer, waives subrogation rights.

7.

Tenant agrees to indemnify, defend and save the Airport, its' agents, officers, representatives, employees and Authority Board members harmless from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the activities of the tenant, its' agents, servants, guests or business visitors under this agreement or by reason of any act of omission of such person. Tenant will provide to the Airport Director a certificate of bodily injury and property damage liability insurance in the amount of not less than one (1) million dollars, naming the Airport as co-insured. Tenant further agrees that the lessor will be held harmless of any liability resulting from damage to the tenant's property when moved.

8.

Lessor shall have the right to terminate this agreement at any time with cause on delivery of written notice to the tenant at his last known address and on refunding to the tenant a pro rated amount of the charges provided for the un-expired portion of month following the date of such termination; and upon such termination lessee shall immediately remove said property from the Airport premises. Termination and removal of property may result from any violation of this agreement, Rules & Regulations of the Airport, City & County Ordinances, or FAA / TSA & GDOT Advisories, Guidelines or Regulations.

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 leased premises.

10.

Tenant understands and agrees that in the event that the governing body of the airport, in an effort to expand or improve the facilities may at any time during the course of this lease, upon verbal and written notification of no less than 90 days to the lessee, require the lessee to move the property to another location of equal or greater suitability as specified by the Airport Authority so that construction of specified improvements may commence. Tenant further understands that the required relocation of the property in no way lessens or negates rents or fees due to the airport.

11.

Tenant agrees to pay in addition to the rent provided for herein all personal property taxes (if applicable) and any other taxes which the tenant may be required by law to pay.

12.

Lessor hereby acknowledges receipt of a copy of this agreement and a copy of the rules and regulations of the Airport, said rules and regulations being specifically incorporated by reference as though fully set forth herein; and tenant agrees that it shall be bound thereby.

13.

Tenant will conduct no commercial activity in said leased space. Only the approved City Signage Property are allowed to be stored on the Field. Tenant will not store nor keep hazardous materials, to include flammable materials on the leased space.

14.

Any notice desired or required to be served by either the lessee or tenant upon the other may be served by depositing the registered United States Mail in a sealed envelope, postage pre-paid, addressed as follows:

Tenant: Chairman, Board of Commissioners
City of Griffin
100 South Hill Street
Griffin, GA 30224

Lessor: Chairman,
Griffin-Spalding County Airport Authority,
1035 South Hill Street,
Griffin, GA 30224

Or to any other person or address as may be designated by the parties in writing.

In witness hereof, the parties have hereunto subscribed their names

This _____ day of _____, _____.

By: _____
Dick Morrow, Chairman, Griffin-Spalding County Airport
Lessor:

Attest: _____

Acknowledgment

By: _____
Chairman of the Board of Commissioners, City of Griffin
Lessee:

Attest: _____