



# SUDBURY AIRPORT COMMUNITY DEVELOPMENT CORPORATION AIRCRAFT STORAGE AGREEMENT

## CONTACT INFORMATION

THIS AGREEMENT, between the Sudbury Airport Community Development Corporation (SACDC), (the "Lessor"), a corporation located at T202, 5000 Air Terminal Drive, Garson, ON, P3L 1V4; and

INDIVIDUAL/COMPANY NAME: \_\_\_\_\_ PHONE : \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

PROVINCE/STATE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_ POSTAL/ZIP: \_\_\_\_\_

The Lessor and the Lessee are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

IN WITNESS WHEREOF, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

**Lease.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor hangar space (the "Leased Premises"), located at the Greater Sudbury Airport (the "Airport"), for the purpose of storing/parking the following aircraft (the "Aircraft"):

## AIRCRAFT INFORMATION

AIRCRAFT REGISTRATION NUMBER: \_\_\_\_\_ AIRCRAFT MAKE: \_\_\_\_\_ AIRCRAFT MODEL: \_\_\_\_\_

## TERM AND FEE

Lessee agrees to utilize the hangar space at in accordance with the terms and fees below:

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_  
(DD/MM/YY) (DD/MM/YY)

Fee Category:  Category 1  Category 2  Category 3

(In accordance with the rate schedule identified in section 2)

I have read and agree to all terms identified in this agreement (1 through 15)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

\_\_\_\_\_  
LESSEE (I have authority to bind the Company)

## TERMS OF AGREEMENT (1 through 15)

- Use of Leased Premises.** Lessee shall use the Leased Premises for the sole purpose of Aircraft storage, with the exception to the use identified in section 5C, of this agreement. Any breach of this Agreement as determined by the Lessor in its sole discretion shall result in the immediate termination of this Agreement. Lessee shall comply with all federal, provincial and municipal laws including, without limitation, Airport Rules & Regulations and Airport Operations Directives. Copies of current Airport Rules & Regulations and Operations Directives are available. Lessee shall not bring or cause to be brought any illegal item or substance onto the Airport.
- Fees.** Lessee shall pay the Lessor the appropriate fee for leasing the Leased Premises as set out in the Greater Sudbury Airport Fee Schedule below. Lessor shall invoice the Lessee in accordance with the rates table and Lessee shall pay the Lessor within 30 days of receipt of the invoice.

Aircraft Category*	Daily Rate	Daily Seasonal Charge**	Weekly Rate	Weekly Seasonal Charge**	Monthly Rate	Monthly Seasonal Charge**
<b>Category 1- Small Aircraft (Below 3,000 sq.ft.)</b>						
RATE	\$ 350.00	\$ 200.00	\$ 1,400.00	\$ 800.00	\$ 5,250.00	\$ 3,000.00
<b>Category 2- Medium Aircraft (Between 3,000 sq.ft. &amp; 7,000 sq. ft.)</b>						
RATE	\$ 500.00	\$ 200.00	\$ 2,000.00	\$ 800.00	\$ 7,500.00	\$ 3,000.00
<b>Category 3- Large Aircraft (Above 7,000 sq. ft.)</b>						
RATE	\$ 800.00	\$ 200.00	\$ 3,200.00	\$ 800.00	\$ 12,000.00	\$ 3,000.00

- \*Category is based on size indicated and determined by calculating wingspan x total aircraft length.
- \*\* Seasonal Charge is in effect from November 1, to April 30 for heat loss recovery.
- Rentals less than 12 hours will be considered a half day rental and will be charged half the daily rate, full seasonal charge will remain in effect. Advance notice must be provided to the lessor for rentals less than 12 hours, otherwise full daily rate will apply.
- CANCELLATION FEE:** The SACDC requires 24 hours cancellation notice or a \$75 fee will apply. (see term 6)

3. **Right of Ingress and Egress.** Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor will make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.)
  4. **Lessee's Rights and Obligations.**
    - A. Lessee shall not allow anyone to occupy any portion of the Leased Premises either by assignment, sublease, license or permit;
    - B. Aircraft repair or maintenance in the Leased Premises under this Agreement is limited to emergency or preventative maintenance only, and must be in compliance with all federal safety and environmental regulations, directives, policies and procedures;
    - C. Lessee shall not conduct charter, rental, repair or instructional service, or offer any other commercial activity to the general public in or from the Leased Premises under this Agreement. A separate Agreement must be administered for these types of commercial operations;
    - D. Lessee shall immediately report to Airport CEO any defects in the Leased Premises that, in Lessee's opinion, require maintenance;
    - E. Lessee shall keep Leased Premises clean and free of debris, and it will not place or allow to be placed any debris on Airport property. No boxes, ladders, parts, equipment or other items will be stored on the premises or temporarily placed on the premises in a manner that creates a hazard;
    - F. Lessee shall not post signs, modify or alter any part of the Leased Premises, unless Lessee receives Lessor's written approval. Lessee shall not introduce or use any other Leased Premises device(s) other than those furnished by Lessor, unless Lessee receives prior written approval from Lessor;
    - G. Lessee shall keep all taxiways or taxi lanes free from parked or unattended Aircraft when outside of the Leased Premises; and
    - H. Lessee shall maintain gate code confidentiality and not allow access to the Airport by unauthorized parties. To gain access through the electronic vehicle gate, Lessee must comply with the Airport Vehicular Policies and Procedures and if required, it is Lessee's responsibility to provide Lessor and Airport CEO with updated driver's license, vehicle insurance and registration upon expiration.
  5. **Lessor's Rights and Obligations.**
    - A. Lessor agrees that it will maintain the Airport during the term of this Agreement and all extensions thereto, reasonable wear and tear resulting from ordinary use excepted;
    - B. Lessor reserves the right to maintain and keep in repair the landing area of the Airport and all public facilities of the Airport, together with the right to direct and control Lessee's activities in this regard;
    - C. Lessor reserves the right to develop or improve the landing area and air navigation facilities/aids of the Airport as it sees fit, regardless of the desires or views of the Lessee;
    - D. Lessor will make all reasonable efforts to: keep the Leased Premises in good condition and repair; provide access to the Leased Premises and to the taxiways, ramps and runways at the Airport; keep the public taxiways adjacent to the Leased Premises clear of debris;
    - E. Lessor reserves the right to regulate, develop, improve, reconstruct or modify the Leased Premises; and
    - F. Lessor will provide no additional service of any kind or description unless specifically mentioned herein or added by amendment.
  6. **Cancellation.**
    - A. Lessor may terminate this Agreement in writing without notice and without any further liability in event of serious misconduct by Lessee or any of the persons acting on behalf of Lessee, or the Lessee's neglect, failure, or refusal to comply with this Agreement, as determined in the Lessor's sole discretion.
    - B. Lessee may terminate this agreement with a minimum of 24 hours notice, in writing.
    - C. If Lessee does not provide 24 hours cancellation notice, in writing, Lessor will charge a \$75 cancellation fee.
  7. **Operation of Aircraft.** Lessee is responsible for operating the Aircraft at the Airport in accordance with the Canadian Aviation Regulations.
  8. **Surrender of Possession.** On the expiration or termination of this Agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises forthwith.
  9. **Indemnity, Release and Hold Harmless.**
- BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING RIGHT TO SUE OR CLAIM COMPENSATION.
- A. To the fullest extent permitted by law, Lessee shall protect, defend, indemnify and hold harmless Lessor, Airport CEO, their respective affiliates, officers, directors, employees, volunteers, representatives, agents, successors and assigns (the "Airport Indemnitees") from and against any and all claims, demands and causes of action, including third party claims, and including legal fees, disbursements and the cost of defense thereof, from bodily injuries, death or damage to property arising out of or related to Leased Premises rented by Lessee in any way resulting from the willful or negligent acts or omissions of Lessee or its agents, employees, representatives, or contractors.
  - B. Lessee shall comply promptly and completely with all federal, provincial and municipal laws, rules, regulations, requirements, procedures and policies (including, without limitation, Airport Rules & Regulations), as well as plans developed by Lessor pursuant to these laws for the proper and lawful use, sale, transportation, treatment or disposal of Hazardous Substances. In this Agreement, "Hazardous Substances" mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any environmental laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any environmental law or any statutory or common law theory based on negligence, intentional tort, trespass, nuisance, strict or absolute liability or under any reported decisions of any provincial or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety or general welfare conditions, including without limitation, fuel, petroleum-based or asbestos-based material, products, by-products or waste.
  - C. To the fullest extent permitted by law, Lessee shall protect, defend, indemnify and hold harmless the Airport Indemnitees from any and all claims, demands, suits, actions, judgments, complaints, citations, inquiries, or notices relating to the Airport's environmental condition, or any alleged noncompliance with environmental laws, including legal fees, investigative costs, penalties and defense costs, arising out of or as a result of Lessee's handling, storage, containment, disposal, transportation or sale of Hazardous Substances as defined now or hereafter by the federal, provincial and municipal laws, rules, regulations, requirements, procedures and policies as well as plans developed by Lessor pursuant to these laws for the proper and lawful use, sale, transportation, treatment or disposal of Hazardous Substances.
  - D. Notwithstanding any proviso of this Agreement, Airport Indemnitees shall not be liable, whether in contract, tort, negligence, strict liability or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental or consequential losses or damages arising out of or in connection with this Agreement or any failure of performance related hereto, howsoever caused, whether arising from such party's sole, joint or concurrent negligence.
  - E. Airport Indemnitees shall not be liable for, and are hereby released by the Lessee from, all liability to Lessee, to Lessee's insurance carrier or to anyone claiming under or through Lessee for bodily injury or for any loss or damage to real or personal property occasioned by any act or cause beyond their respective control including, without limitation, loss of power, flood, fire, earthquake, hurricane, tornado, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or acts of civil authority.
  - F. Airport Indemnitees shall not be liable for and are hereby released from all liability to Lessee, to Lessee's insurance carrier, or to anyone claiming under or through Lessee for any loss or damage whatsoever to the property or effects of Lessee resulting from the discharge of water or other substances from pipes, sprinklers or conduits, containers or appurtenances thereof or fixtures thereto, or for any damage resulting from the discharge or failure of electric current, regardless of cause or origin.
10. **Insurance.**
  - A. During the term of this Agreement, Lessee shall maintain Aircraft Liability Insurance with a limit of not less than \$1 Million (Canadian currency value) for bodily injury, property damage and tenant's legal liability in a combined single limit each occurrence, coverage being primary and non-contributory with any other policy(ies) available to Lessor and Airport CEO. Such policy(ies) shall name the Lessor and Airport CEO as additional insured and grant them with a waiver of the insurer's subrogation rights.
  - B. Lessee is responsible to insure the Aircraft for physical damage and carry appropriate coverage, limits, and deductibles for the Aircraft and operations, comparable to that of an aircraft owner/operator maintaining similar aircraft.
11. **Assignment.** This Agreement is neither assignable nor transferable.
12. **Force Majeure.** Parties shall not be liable for any failure to perform their obligations hereunder if non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen's enemies, strikes, lockouts, or labour disruption, lawful act by a public authority, infectious diseases or any catastrophic cause beyond their control. This section shall not apply to: (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; (b) any event that a diligent Party could reasonably have been expected to take into account at the time of execution of this Agreement and avoid or overcome in the carrying out of its obligations under the Agreement; or, (c) the insufficiency of funds or failure to make any payment required hereunder.
13. **Laws.** This Agreement will be governed by and construed in accordance with the laws of Province of Ontario. The Parties hereby attorn to the jurisdiction of the courts in the Province of Ontario. The Parties acknowledge and agree that the provisions of the *Repair and Storage Liens Act*, RSO 1990, c R25 apply.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No statements, promises, or inducements made by any Party to this Agreement, or any agent or employees of either Party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the Parties.