

HANGAR SPACE AGREEMENT

THIS HANGAR SPACE AGREEMENT (“**Agreement**”) is made as of _____, 20__ (“**Effective Date**”) by and between LE AVIATION INC. d/b/a LE Aviation (“**LE Aviation**”), and _____ (“**User**”).

RECITALS

A. Salt Lake City Corporation, a municipal corporation of the State of Utah (the “**City**”) and LE Aviation have entered into a Lease Agreement (and as may be amended from time to time, the “**Master Lease**”) for the lease of City-owned hangars (“**Hangars**”) at the South Valley Regional Airport located in Salt Lake County, Utah (“**Airport**”).

B. User wishes to use a space in the Hangars for personal use for aircraft storage.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, which are incorporated in full by reference, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. AGREEMENT.** LE Aviation grants to User a non-transferable, non-exclusive and revocable license to temporarily store the Aircraft (defined below) in the Hangars at a location designated by LE Aviation in its sole and absolute discretion (the “**Space**”). User represents that the Aircraft is registered with the Federal Aviation Administration. User understands that this Agreement is for aircraft storage only and that maintenance is prohibited in the Space.
- 2. TERM.** The term of this Agreement shall begin the Effective Date and remain in effect for a period of 30 days starting from the Effective Date (“**Initial Term**”), and shall automatically renew for successive periods of 30 days (each, a “**Renewal Term**”) (Initial Term and Renewal Term collectively, “**Term**”), unless earlier terminated in accordance with this Agreement.
- 3. TERMINATION.** This Agreement may terminated as follows: (a) immediately upon termination or expiration of the Master Lease for any reason; (b) as required by law; (c) by mutual written agreement of the parties; (d) 10 days after a non-breaching party has delivered written notice of a breach of this Agreement to the breaching party and such breach remains uncured; (e) immediately without delivery of notice, upon: (i) the insolvency of User as determined by User’s inability to pay User’s debts to creditors as they become due, (ii) the filing by User of a voluntary petition in bankruptcy, (iii) the involuntary commencement against User of any proceedings in the United States or any other jurisdiction relating to insolvency or bankruptcy which is not vacated within 30 days, (iv) the appointment by any court of competent jurisdiction of a temporary or permanent receiver, custodian, trustee, liquidator, or other officer having similar powers for User’s business who is not removed within 30 days, (v) any levy under attachment, garnishment, execution or any other similar process against User which is not vacated or removed by payment or bonding within 30 days; (f) by either party for business convenience, for any or no reason, and without penalty, liability or obligation of any kind (except for payment of monies owed by User to LE Aviation under this Agreement prior to termination), by delivering at least 30 day’s written notice to the other party to the address on the signature page for User and to LE Aviation’s main office at the airport for LE Aviation; (g) immediately upon attempted assignment under **Section 8** below. The license granted under this Agreement shall terminate immediately upon termination or expiration of this Agreement for any reason. Upon termination or expiration of this Agreement User shall remove any and all items from the Space. Upon termination or expiration of this Agreement, LE Aviation may enter the Space and remove therefrom all persons and property, store such property, and sell such property apply proceeds therefrom to the amounts owed by User to LE Aviation.
- 3. AIRCRAFT.** The Space shall be used and occupied by User for the purpose of storage/parking of the following described aircraft (the “**Aircraft**”):
Make/Model _____
Aircraft Registration No. _____
Aircraft Owner _____
Aircraft Owner Address _____
Aircraft Owner Phone Number _____
- 4. FEES.** User shall pay LE Aviation a monthly fee for the use of the Space in the amount of \$_____ per Term; such fee shall be paid on or before the 10th of every month for each Term.

5. **INSURANCE.** During the Term, User, at its cost, shall secure and maintain Aircraft Liability Insurance coverage. Insurance obtained by User shall be primary and non-contributing with any insurance maintained by LE Aviation and shall expressly waive subrogation against LE Aviation and its insurers. Each policy shall name LE Aviation as an additional insured.
6. **INDEMNIFICATION.** User agrees to defend, release, indemnify, and hold harmless LE Aviation and its affiliates, and each of their members, managers, shareholders, directors, officers, employees, contractors, consultants, agents, and representatives (all of the foregoing, “**Indemnitees**”) from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, and losses of any kind whatsoever including all costs, fees, and expenses, such as attorney’s fees and expert fees and court costs (all of the foregoing, “**Claims**”), arising out of or in connection with this Agreement. Without limiting the generality of the foregoing, User agrees to defend, release, indemnify, and hold harmless the Indemnitees from and against any and all Claims arising out of or in connection with any injury or damage to any person or property occurring in, on or about the Airport, or any part of it when that injury or damage was caused in part or in whole by the act, neglect, fault of or omission of any duty by the User, its agents, servants, employees, contractors, or invitees. In no event shall LE Aviation be liable to User or any other party on any theory of liability for any special, indirect, consequential or punitive damages (including any loss of profits, or business or anticipated savings). User hereby waives, releases and agrees not to sue upon any such claim for any special, indirect, consequential or punitive damages whether or not accrued and whether or not known or suspected to exist in its favor. All aircraft and other personal property stored by User at the Airport and the Hangars shall be stored at the User’s sole risk. LE Aviation shall not be liable to User and User hereby waives all claims against LE Aviation for any injury or damage to any person or property in or about the aircraft tie-down area, Space, Hangars, and Airport area by or from any cause whatsoever, except injury or damage to User resulting from the willful misconduct of LE Aviation. **NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF LE AVIATION UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT USER PAID TO LE AVIATION DURING THE THEN-EXISTING TERM.** The provisions of this Section shall be in effect to the maximum extent permitted under applicable law.
7. **MASTER LEASE.** This Agreement is subject and subordinate to all of the provisions of the Master Lease. If any terms, conditions, statements or agreements contained in this Agreement are incompatible or do not agree with the terms of the Master Lease, the incompatible or disagreeing terms of the Master Lease shall govern.
8. **ASSIGNMENT.** User shall not assign this Agreement for any reason, and acknowledges that violation of this clause shall result in immediate termination of this Agreement without notice.
9. **LATE CHARGE.** If any payment due to LE Aviation from User is not received by LE Aviation within 10 days after such amount is due, whether or not any notice of default or other notice has been given, User shall pay to LE Aviation interest on all delinquent amounts from the date such payment was due, without regard to any grace period, at the compounded annual rate of 18%. The parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs LE Aviation will incur by reason of late payment by User.
10. **RULES AND REGULATIONS.** User shall, at User’s sole cost and expense, comply with all of the requirements of all city, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Aircraft, and User’s use of the Space, and shall faithfully observe in the use of the Space all city and county ordinances and state and federal statutes and regulations, now in force or which may hereafter be in force. Upon reasonable notice, LE Aviation and its authorized agents shall have the right to enter the Space and inspect the same, show the Space to prospective new users, and make repairs to the Hangar and Space.
11. **FAA SUBORDINATION CLAUSE.** This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government, relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds and provided that City agrees to give User written notice in advance of the execution of such agreements of any provisions which will modify the terms of this Agreement.
12. **FAA AIRPORT PROTECTION CLAUSE.** User understands and agrees that City reserves the right of flight for the passage of aircraft above the surface of Space hereunder in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air; and that City reserves the right to use said airspace for landing at, taking off from or operating aircraft on or over said Airport.
13. **TSA AIRPORT SECURITY CLAUSE.** The User acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. User shall at all times comply with all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal, including, without limitation, 49 C.F.R. Part 1542 “Airport Security” or any amendment or successor thereto, and User will work cooperatively with City in connection with the same. User understands and agrees that the same may impact User’s business operations and costs. User further agrees that it shall be strictly liable for the payment of any civil penalties assessed against LE Aviation or User relating to security, and shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subusers, consultants, contractors, successors, assigns and suppliers.

14. **FAA NONDISCRIMINATION CLAUSE.** User, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, User shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. User, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that: (1) no person on the grounds of sex, creed, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Space, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of sex, creed, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that User shall use the Space in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended. In the event of a breach of any of the nondiscriminatory covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, LE Aviation shall have the right to terminate this Agreement and to re-enter and repossess Space and hold the same as if said Agreement had never been made or issued.

15. **GOVERNING LAW.** This Agreement will be enforced in accordance with the laws of the State of Utah, without regard to any conflicts of law or choice of law provisions. The exclusive venue for any judicial action or proceeding shall be the federal and state courts of competent jurisdiction located in Salt Lake City, Utah.

16. **ATTORNEY'S FEES.** In any dispute between LE Aviation and User, the prevailing party shall be entitled to recover from the other party all reasonable costs, fees, and expenses, including without limitation, reasonable attorney's fees and court costs. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) are merged into and superseded by this Agreement, excepting the parties' joint and several obligations under the Master Lease. This Agreement shall not be altered, amended, or modified except by a writing signed by LE Aviation and User.

18. **SEVERABILITY.** In the event that any provision of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, such provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

By authorized signature below, all parties understand and agree to the terms and conditions of this Agreement.

USER:

By: _____

Name: _____

Its: _____

USER'S ADDRESS AND TELEPHONE NUMBER:

LE AVIATION:

LE AVIATION INC. D/B/A LE AVIATION

By _____

Name: _____

Its _____