



AIRPORT COMMISSION MEETING
Monday, December 6, 2021 4:30 pm
Murfreesboro Municipal Airport
Business Center
1930 Memorial Blvd. Murfreesboro, TN 37129

Attendees:

Steve Waldron, Airport Commission Chair
George Huddleston, Vice Chair
John Polk
Clay Cook
Bill Shacklett, City Council Representative
Craig Tindall, City Manager, Ex-Officio
Dr. Chaminda Prelis, MTSU Aerospace Department Chair

Absent:

Lynn Lien

Also in attendance:

Ronnie Martin, City Council Member
Katie Drive, City Staff Attorney
Chad Gehrke, Airport Director
Ryan Hulseley, Airport Manager
Benson Hadley, Barge Design Solutions
Brian Fields, MTSU Airport Operations Manager
Mason Marshman
Mark Baker

Prayer and Pledge of Allegiance: George Huddleston

AGENDA

1. Call to order – Attendance
2. Consider approval of T-hangar Lease Agreement (Chad Gehrke)
3. Consider approval of Tie-Down Lease Agreement (Chad Gehrke)
4. Consider approval of Wait List Application (Chad Gehrke)
5. Consider approval of the Property Maintenance Rules (Chad Gehrke)
6. Consider approval of scheduling a meeting with MTSU Aerospace Faculty and Staff (Chad Gehrke)
7. Airport Manager's report
8. Airport Director's report regarding
 - a) Hangar One Project
 - b) Approach Management Project
 - c) Taxiway A and Ramp Pavement Rehab Project
 - d) Airport Safety and Capacity Study
9. Any other business to come before the Airport Commission
10. Consider date and time for next Airport Commission meeting (January 17, 2022)
11. Adjournment

1. **Call to order – Attendance**
Airport Commission Chair Steve Waldron welcomed everyone and called the meeting to order.

2. **Consider approval of T-hangar Lease Agreement (Chad Gehrke)**
Airport Director Chad Gehrke reviewed the proposed T-hangar Lease Agreement with the Members of the Airport Commission. The Airport Commission had a very in-depth discussion. The Members of the Airport Commission recommended several changes to the T-hangar Lease Agreements including:
 1. Page One regarding applicant information to state “Partnership/Co-Ownership” and make sure there is space for the various partners or co-owners to sign and provide their information.
 2. N number to be changed to FAA aircraft registration number.
 3. Under rental rates eliminate 2.4 stating that the rental rates would increase by 3%.
 4. In 4.0 Sublease or Assignment the Airport Commission discussed the concern regarding how subleasing has been handled and rewrite the item stating how the Airport will select a person from the T-hangar Waiting List to sublease a hangar that is open for a period of time for maintenance or sale.
 5. Address 6.3 to clarify to make sure it is clear that T-hangars are not allowed for Commercial Operations unless approved by the Airport Commission.
 6. Item 7.5.4 the period a customer can be without an aircraft in the process of searching for an aircraft should be nine (9) months.
 7. Change the wording in the Lease Agreement that states a kit aircraft or aircraft project must be completed in 90 or come before the Airport Commission to request additional time.
 8. 7.4.3 needs to clarify that vehicles and trailers can not be parked outside the hangar on the airside of the airport.
 9. The items listed in item 12 needs to be reviewed as it concerned the Airport Commission some of the restrictions.
 10. To include in 7.3 Airport Director may require an aircraft conduct two takeoffs and landings.
 11. 12.1 should state fuel stored outside the aircraft.
 12. 12.3 add unattended to “No “unattended” open flame.in the beginning of the season.
 13. Item 13 require \$1,000,000 liability.
 14. Add “if properly invoiced” to 17.2.1.

The Members of the Airport Commission and City Manager Craig Tindall discussed eliminating automatic renewals and the reason why annual renewals would be more advisable for the Airport/City to maintain. The discussion included the pros and cons to the automatic renewal and annual renewals.

Mr. Gehrke stated that these changes would come back to the Airport Commission.

3. **Consider approval of Tie-Down Lease Agreement (Chad Gehrke)**
Chad Gehrke stated that Staff will review the comments and recommended changes made to the T-hangar Lease Agreement and incorporate what is appropriate for the Tie-down Lease Agreement.

4. **Consider approval of Wait List Application (Chad Gehrke)**
David Ives stated that adding Tie-downs to the application was a good idea. The Airport Commission discussed the application fee for a Tie-down being the same T-hangar Waiting List. Steve Waldron asked if a report can be provided to the Airport Commission regarding activity on the T-hangar Waiting and Tie-down Waiting List.

The Airport Commission agreed to just put folks to the bottom of the list and eliminate the six months wait to get back on the waiting list.

5. **Consider approval of the Property Maintenance Rules (Chad Gehrke)**

Chad Gehrke discussed the various aspects of the Property Maintenance Rules. Mr. Gehrke stated that he wanted to have another chance to review the Property Maintenance as to how it applies to airside versus landside. Airport Commission discussed the parking situation around the T-hangars. Steve Waldron shared comments regarding how the City is working to upgrade the appearance and use of the airport.

Chad Gehrke stated his concern regarding a company's need for storage of some items outside of a hangar. Mr. Gehrke asked how the Airport Commission would like to see that issue addressed. Steve Waldron said that such a request would have to come before the Airport Commission and handled on a case-by-case basis.

Steve Waldron stated that there are a number of items across the airport that need to be addressed and cleaned up. Mr. Waldron shared a comment from the Tennessee Aeronautics Division regarding the site of the ramp along side the MTSU Miller Lanier Hangar ramp. Chad Gehrke said even the Airport does not have storage for barricades, tractors, Xs, equipment, etc. Chad Gehrke stated that Staff is figuring out how big of a facility the Airport would need for all of its equipment and items.

Mr. Waldron discussed the concern of unairworthy aircraft and those being addressed in this agreement. Mr. Gehrke stated that MTSU does have some exceptions to that rule as they have dead aircraft that are critical to their aircraft maintenance training program. The Airport Commission agreed that there would have to be some reasonable limit or rules set to address those types of aircraft in the document.

6. **Consider approval of scheduling a meeting with MTSU Aerospace Faculty and Staff(Chad Gehrke)**

Chad Gehrke stated that Mayor McFarland and Dr. McPhee have agreed that the operational issues can best be resolved by City and MTSU staff. The last several months have proven that the discussions and work that has been done since July 1 when Dr. Van Patton, Dr. Prellis, Brian Fields, and Larry Williams were hired has been very positive. Mr. Gehrke stated that the original questions regarding what changes can be made to ensure safe and efficient operations at the airport given the tremendous increase in flight training activities. Mr. Gehrke reported that the new MTSU staff have acknowledged the issues and have addressed them with new policies and procedures and the data is showing that those policies are showing some positive results in our operational numbers. MTSU has basically the same number of students flying the same number of hours but the operational numbers have decreased. Mr. Gehrke reviewed some of the reports provided through Virtower and FlightAware showing how the numbers have improved over the last few months during the fall semester.

Mr. Gehrke stated that we are now at the point that the Airport could sit down with MTSU staff and work out how the two entities will move forward and sign an agreement stating that plan.

The Airport Commission discussed the MTSU proposed plans to move their program to another airport and Dr. McPhee and MTSU's request to the FAA ADO office in Memphis to investigate whether or not violations of the Grant Assurances

were conducted and if further investigation is necessary and how they wished to address both of those issues. Mr. Gehrke stated that the Airport and MTSU staff are at a point where a meeting would be productive and hopefully resolve the operational issues which were the initial issues that started this entire dialog. Mr. Gehrke stated a possible meeting on January 11th. Mr. Gehrke stated that he would contact the Airport Commission and coordinate dates and times.

7. **Airport Manager's report**

Ryan Hulsey stated that there are three courtesy cars available now.

He stated that staff all have uniforms to provide a professional appearance through a uniform service.

Mr. Hulsey reviewed some of the events that had occurred at the airport the last month.

Final equipment in the kitchen and pilot lounge have been installed.

8. **Airport Director's report regarding**

Mr. Gehrke gave an update of the following projects.

a) **Hangar One Project**

b) **Approach Management Project**

c) **Taxiway A and Ramp Pavement Rehab Project**

d) **Airport Safety and Capacity Study**

9. **Any other business to come before the Airport Commission**

No other business was brought before the Airport Commission.

10. **Consider date and time for next Airport Commission meeting(January 17, 2022)**

The Members of the Airport Commission agreed to meet January 24, 2022.

11. **Adjournment**

Airport T-Hangar Lease Agreement

This T-Hangar Lease Agreement (“Agreement”) made this _____ day of _____, _____ by and between the City of Murfreesboro, Tennessee (“City”) and

_____ (“Tenant”) a

(Please mark which one is appropriate) Individual____, Partnership____, or a Corporation____.

Tenant mailing address: _____

Tenant authorized representative (optional): _____

Tenant contact number(s): _____

Tenant email address: _____

Tenant Aircraft information:

Number: _____

Make: _____

Model: _____

Tenant Aircraft must be maintained in an active, airworthy condition. For more information on Tenant Aircraft requirements under this Agreement, see Section 7 below.

The hangar space designated as _____ at the Murfreesboro Municipal Airport, Murfreesboro, Tennessee, shall be leased by City to Tenant on the following terms and conditions:

1. Term:

This Agreement shall begin when accepted by the City and shall terminate on the following June 30th and shall be automatically renewed on an annual basis thereafter unless terminated by a party in accord with Sections 16, 17, or 18 below.

2. Rental Rate:

- 2.1. In the initial term, monthly rent in the amount of \$ _____ is due in advance on the first day of each month.
- 2.2. If the term commences on a day other than the first day of a month, rent for the first month shall be prorated. Payments should be made payable to “City of Murfreesboro” and mailed to the address used for notice to the City in Section 19 or hand delivered personally to the Airport Director or designee Monday – Friday between the hours of 8:00 – 4:00.
- 2.3. Rental rates are subject to change after the initial term.
- 2.4. Unless otherwise determined by the Murfreesboro Airport Commission (“Commission”), the rental rate shall increase by 3% at each annual renewal.

2.5. In the event of termination of this Agreement by the City (other than for an event of default) after a Tenant has paid rent in advance, the unused portion of such rent shall be returned to Tenant within a reasonable time.

3. Security Deposit:

- 3.1. The Tenant shall pay a security deposit by either cash or check equal to one full month's rent due at the signing of the Agreement.
- 3.2. At the conclusion of the Agreement, the amount of the security deposit shall be returned to the Tenant if all rents have been paid in full and the hangar is returned broom clean in good and acceptable condition as determined by Airport Director or designee.

4. Sublease or Assignment:

- 4.1. This Agreement is between the Tenant as identified above and the City of Murfreesboro only.
- 4.2. This Agreement is not transferrable.
- 4.3. Tenant cannot sublease, assign, transfer, loan, or rent hangar space to anyone else without the approval of the Commission.
- 4.4. **Sublease or Assignment Exception:**
 - 4.4.1. Upon written request to the Chair of the Airport Commission stating specifically (1) the nature of the transfer requested, (2) the reasons supporting transfer, and (3) a copy of any relevant correspondence, proof, or other pertinent information essential for the Commission to consider in reaching a decision, the Commission may add an additional individual to an individual or partnership Agreement or an additional or replacement member to an entity Agreement.
 - 4.4.2. The Commission will consider the request at its next scheduled meeting, provided that the Commission may defer the decision to the next following meeting if it determines that additional information is required.

5. Utilities:

The City shall have the right, without amendment of this Agreement, to impose additional rental charges on Tenant for excessive use of electricity or other utilities.

6. Commercial Operations:

- 6.1. Hangar is rented for the limited purpose of sheltering an aircraft used for Tenant's personal business or pleasure.
- 6.2. Tenant will not use the aircraft or hangar for a commercial activity, as defined by City Ordinance, without having sought and received approval as a Commercial Operator from the Commission.
- 6.3. Even if approved as a Commercial Operator, Tenant will not use the hangar for aircraft maintenance and repair; radio and instrument services; aviation maintenance technical training; or aircraft washing, cleaning, painting or refurbishment.

7. **Hangar Use:**

The hangar space covered by this Agreement as identified above will be used solely for the purpose of protecting the active, airworthy aircraft designated and identified below as Tenant Aircraft.

7.1. **Tenant Aircraft:** Under this Agreement, Tenant is required to maintain and designate a Tenant Aircraft based in the assigned hangar.

7.1.1. Tenant Aircraft must be an active, airworthy aircraft defined as a machine intended for and capable of manned aerial flight and which currently meets all the requirements for regular flight described by the Federal Aviation Administration (FAA).

7.1.2. Tenant is responsible for providing the Airport Director with a copy of the Tenant Aircraft's current annual inspection report at the beginning of the term and by the 10th day of July each year thereafter.

7.1.3. At the Airport Director's sole discretion, in order to confirm the limited hangar space available at MBT is rented to flying aircraft, Tenant may be required to demonstrate any Tenant's Aircraft's airworthiness by performing two (2) operations in the pattern.

7.1.4. In the event Tenant Aircraft is sold or otherwise replaced, Tenant is required to provide updated Tenant Aircraft information to the Airport Director within thirty (30) days of purchase or lease of new Tenant Aircraft.

7.1.5. **Ultralight Vehicles as Tenant Aircraft:**

7.1.5.1. At the Airport Director's sole discretion, and upon request of the owner, a special exception for an ultralight vehicle to be stored in a T-hangar may be granted and considered a Tenant Aircraft.

7.1.5.2. If an ultralight vehicle is identified as a Tenant Aircraft it is subject to all requirements stated above in this Section 7.1 unless not required under CFR Title 14 FAR Part 103 – Ultralight Vehicles.

7.2. **Repair Period:** If Tenant's Aircraft becomes inactive and unable to sustain safe manned aerial flight as required by this Agreement, Tenant shall provide written notice of the aircraft's status and condition to the Airport Director within thirty (30) days of the change of condition.

7.2.1. In the written notice, Tenant may request an extension of time to remain in the hangar in order to conduct the necessary repairs or maintenance by stating the specific reasons for the aircraft's unsuitable condition and approximation of actions necessary to restore the aircraft's condition (ex.: difficulty finding necessary parts, extent of repairs, extenuating circumstances beyond the control of the owner).

7.2.2. For good cause shown, Airport Director, together with a designated Member of the Commission, may grant an extended Repair Period, up to one hundred fifty (150) additional days.

7.2.3. If approval for a Repair Period is denied, the City, will provide Tenant notice of termination and allow Tenant thirty (30) days to vacate and return the hangar broom clean in good, acceptable condition.

7.2.4. **Repair Period Extension:** If necessary, repairs cannot be completed within the Repair Period, Tenant may make a written request for any extension of that Repair Period.

7.2.4.1. Repair Period Extension Requests must be made in writing to the Airport Director. The Repair Period Extension Request must include (1) the amount of additional time requested, (2) specific reasons why additional time should

be considered, and (3) a proposed schedule with which the progress of work can be verified.

- 7.2.4.2. Repair Period Extension requests will be considered by the Airport Commission at its next meeting, provided that the Commission may defer the decision to the next following meeting if it determines that additional information is required.
- 7.2.4.3. If approval for a Repair Period Extension is granted, the Commission must receive progress reports from the Airport Director and the Tenant periodically as described in the approved schedule. If minimal or no progress is made and there is no justification for further delay, the Commission at its discretion may terminate this Agreement and the City will provide Tenant notice of termination and allow Tenant sixty (60) days to vacate and return the hangar broom clean in good, acceptable condition.
- 7.2.4.4. If approval for a Repair Period Extension is denied, the City, at its discretion, will provide Tenant notice of termination and allow Tenant sixty (60) days to vacate and return the hangar broom clean in good, acceptable condition.

7.3. **Alternative Hangar Use (aircraft build or refurbish project):**

- 7.3.1. A Tenant may request permission from the Airport Director to lease a hangar in order to build a kit-aircraft, experimental aircraft, or refurbish an aircraft.
- 7.3.2. If the Airport Director grants Alternative Hangar Use permission, the Airport Director, Tenant, and a designated Member of the Commission will establish a reasonable timeline to complete the project (including a schedule of periodic progress reports) in order to ensure the project is progressing in a timely manner.
- 7.3.3. If at any time, the Airport Director and the designated Member of the Commission are not convinced the Tenant is demonstrating active work on the aircraft as agreed, the Airport Director may: (1) notify the Tenant that they have thirty (30) days to demonstrate active work on the aircraft as agreed, or (2) terminate the Agreement and give notice to the Tenant to vacate the hangar within sixty (60) days.

7.4. **Personal Items:**

- 7.4.1. Personal Items not related to the aircraft (ex.: furniture) may be stored in the hangar space as long as those items do not impede the movement of the aircraft in and out of the hangar, do not impede restoration, repair, or other work scheduled in the hangar, and do not impede Airport Staff or its agents from performing maintenance to the hangar.
- 7.4.2. Personal automobile(s) used as transportation to and from the Airport may be stored in the hangar while the aircraft is being flown.
- 7.4.3. No other parking or storage of automobiles or trailers are allowed on the airside of the Airport unless specifically approved by the Airport Director.

7.5. **Vacant Hangar:**

- 7.5.1. If the Tenant's ownership or lease interest in the Tenant's Aircraft designated and identified above ceases by sale, lease termination, otherwise lapses, or relocates from the Airport, the Tenant is required to notify the Airport Director within thirty (30) days.
- 7.5.2. Only one Tenant Aircraft is approved for use of any one hangar at a time.

- 7.5.3. If the Tenant no longer holds an interest in an identified Tenant Aircraft, then this Agreement will terminate, and Tenant will be required to vacate the hangar and return it to the City broom clean and in good, acceptable condition within thirty (30) days.
- 7.5.4. **Vacant Hangar Exception:** Tenant may seek an exception for vacant hangar termination by providing a written request to the Airport Director.
 - 7.5.4.1. The written request must (1) advise the Airport Director of the vacancy, and (2) state specific reasons why additional time for maintenance or replacement of the aircraft should be considered.
 - 7.5.4.2. The Airport Director, at their sole discretion, and upon receipt of written request of the Tenant, may grant a Vacant Hangar Exception for a maximum of one hundred fifty (150) days.
 - 7.5.4.3. If approval is not granted, the Agreement will terminate, and Tenant will be required to vacate the hangar and return it to the City broom clean and in good, acceptable condition within thirty (30) days.
- 7.6. **Appeal Process:** The Tenant may appeal a decision or action of the Airport Director to the Commission by making a written request to the Chair of the Commission within thirty (30) days of receiving notice of the decision or action from the Airport Director.
 - 7.6.1. The written request must include a copy of all relevant correspondence and any other pertinent information.
 - 7.6.2. The Commission will consider the appeal at its next scheduled meeting, provided that the Commission may defer the decision to the next following meeting if it determines that additional information is required.

8. Maintenance.

- 8.1. Tenant shall maintain the interior and exterior of the hangar in a good, clean, safe, and orderly condition, ordinary wear and tear excepted. Tenant shall be liable to the City for the reasonable cost of repairing or replacing portions of the hangar damaged by Tenant, its agents or invitees.
- 8.2. Tenant shall not alter the hangar without the prior written approval of the Airport Director.
- 8.3. Tenant shall cooperate fully, without any reduction in rent, with the City's efforts to improve airport facilities.

9. Signs.

Tenant shall not post any signs at the Airport or on the hangar space or its exterior.

10. Security and Inspection.

- 10.1. For hangars with no lock, Tenant will supply a lock or a security device for Tenant's hangar of Tenant's choosing. Tenant shall give Airport Director a key or other means of access to Tenant's hangar for use in the event of an emergency, for required maintenance of hangar, for hangar inspections, or for the fueling of the aircraft (if fueling services are provided).
- 10.2. For hangars with locks, the City will provide a key for Tenant's hangar. Airport Director will maintain a key for use in the event of an emergency, for required maintenance of hangar, for hangar inspections, or for the fueling of the aircraft (if fueling services are provided).
- 10.3. Tenant understands that the hangar will be available for and is to subject for inspection by City at any reasonable time.

10.4. City will not be able to Tenant for theft or vandalism.

11. FAA Regulations.

- 11.1. Tenant must follow FAA regulations at all times while based or operating at Murfreesboro Municipal Airport.
- 11.2. The Tenant understands that any violations may be reported to the FAA and may be the basis for immediate termination of this Agreement.

12. Duty to Comply with Laws and Rules.

Tenant shall fully comply with federal, state, and local laws and regulations applicable to the operations of the Airport, including specifically, those in Chapter 3 of the Murfreesboro City Code as amended from time to time specifically including but not limited to the following:

- 12.1. Flammable materials may not be stored in the hangar space, even for a short period of time, unless they are in a proper container, grounded and vented with a pressure relief valve. Any flammable materials, even those properly contained, are subject to immediate removal at the direction of the Airport Director or designee. Rags, papers, and trash must be disposed of immediately after use.
- 12.2. Oil is not allowed in the hangar space. Oil may be changed in locations approved by the Airport Director provided that all spills are cleaned immediately and that the used oil is disposed of in the manner specified by the Airport Director or as required by law.
- 12.3. No open flame (ex.: kerosene or propane heaters) or smoking is allowed inside the hangar space.
- 12.4. No painting of the aircraft or aircraft parts is allowed in the hangar space.
- 12.5. No aircraft may be started inside the hangar. Aircraft(s) must be pulled clear of the hangar doors before starting engine(s).
- 12.6. Hangar doors must be closed and locked when aircraft is removed for flight.
- 12.7. Tenant must register all Independent Operators brought onto the airport and/or to Tenant's hangar by Tenant. All Independent Operators must obtain the appropriate application form and hold a full approval (signed by the Airport Director) before any aviation activity and/or work is performed as described in Chapter 3 of the City Code.
- 12.8. Tenant shall conduct its activities at the Airport in a safe, prudent, and cooperative manner. Tenant's activities shall not interfere with lawful and reasonable use of the Airport by others.

13. Insurance.

- 13.1. Tenant shall, at Tenant's sole cost and expense, secure and maintain, during the entire term of this Agreement, insurance coverage from a reputable, responsible company properly licensed to provide insurance in Tennessee and acceptable to the City.
- 13.2. Any policy required to be furnished by Tenant must:
 - 13.2.1. Be issued by an insurance carrier having a rating from AM Best Company of at least A-VII or better.
 - 13.2.2. Waive all rights of subrogation against the City.
 - 13.2.3. Provide that attorney's fees are outside of the policy's limits and be unlimited.

- 13.2.4. Provide a Certificate of Insurance that contains a provision that coverages afforded under the policy will not be cancelled, allowed to expire, or reduced in amount until at least 30 days prior written Notice has been given to the City.
- 13.2.5. Be otherwise satisfactory to the City.
- 13.2.6. A Certificate of Insurance issued by the insurance company showing the City of Murfreesboro and Murfreesboro Municipal Airport as an additional insured, along with copies of appropriate endorsements, shall be provided to the Airport Director within thirty (30) days after the execution of this Agreement evidencing insurance coverage as follows:
 - 13.2.7. Aircraft liability coverage for single engine aircraft and for operations exposed to single-engine piston aircraft designated in this Agreement for a minimum of one million dollars (\$1,000,000) combined single limit including a minimum of one hundred thousand dollars (\$100,000) per passenger.
 - 13.2.8. Aircraft liability coverage for multi-engine piston aircraft and for operations exposed to multi-engine piston aircraft designated in this Agreement for a minimum of one million dollars (\$1,000,000) combined single limit including a minimum of one hundred thousand dollars (\$100,000) per passenger.
 - 13.2.9. Aircraft liability coverage for turbo-prop or jet aircraft and for operations exposed to turbo-prop or jet aircraft designated in this Agreement for a minimum of five million dollars (\$5,000,000) combined single limit including a minimum of one hundred thousand dollars (\$100,000) per passenger.
- 13.3. Tenant shall keep all required insurance coverages in effect during the term of this Agreement and will provide proof of renewal coverage for all policies within five (5) business days after renewal, including a renewal certificate evidencing all policies for the required coverages.

14. Indemnification.

Tenant indemnifies and holds harmless the City, its officers, agents, and employees from (a) any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Tenant, its officers employees, agents and/or invitees, including its sub or independent contractors, in connection with the Lease Agreement, and (b) any claims damages, penalties, costs and attorney fees arising from any failure of Tenant, its officers, employees, agents and/or invitees, including its sub or independent contractors, to observe applicable laws including, but not limited to, labor laws and minimum wage laws. Tenant acknowledges that the City, being a subdivision of the State and pursuant to Tennessee Attorney General Opinion 93-01, cannot indemnify, defend or hold harmless in any fashion from any failure regardless of any language in any attachment or other document that Tenant may provide because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

15. Limit of City's Liability.

Tenant acknowledges that City is a governmental entity under the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101 et. seq. which has governmental immunity for certain acts and the statutory limit on financial liability for those acts for which the government is not immune. Tenant agrees that City is and shall be entitled to such immunities and such statutory limits of liability for its operation of the Airport in the event of any claim by or on behalf of Tenant

16. Termination by Tenant.

Tenant may terminate this Agreement at the end of any term by delivery of notice of intent to terminate not less than thirty (30) days prior to the end of that term. Upon written request by Tenant, the Commission may agree to termination by Tenant at any time.

17. Termination by City.

- 17.1. The City reserves the right to terminate the Agreement for Tenant Default upon thirty (30) days written notice to Tenant.
- 17.2. Tenant Default shall include the following:
 - 17.2.1. Failure to pay any payments due under this Agreement by the 15th calendar day after the due date.
 - 17.2.2. Violation of any of the terms, provisions or requirements of this Agreement.
 - 17.2.3. Violation of any rules or regulations of the FAA applicable to the Airport, or violation of any other rules and regulations of the Commission or ordinances of the City.
 - 17.2.4. Failure to maintain or to provide proof of maintenance of required insurance policies.
- 17.3. In the event of a Tenant Default, City will give written notice requiring full cure of the default within thirty (30) days of the date of such written notice. If Tenant Default is not cured within the 30-day period, City may immediately terminate this Agreement by further written notice. If Tenant fails to vacate the hangar by the end of the period specified in the written notice of termination, City may re-enter and take possession of the hangar and remove all persons and property, without being deemed guilty of any manner of trespass and without liability of any kind or character to Tenant.

18. Automatic Termination.

- 18.1. In the event of death of sole Tenant, death of all Tenant partners in a partnership, or dissolution of LLC or corporate Tenant, the Agreement will terminate, and the hangar must be vacated and returned broom clean in good and acceptable condition (as determined by Airport Director or designee) to City within ninety (90) days.
- 18.2. In the event that bankruptcy or state-law insolvency or receivership proceedings are initiated and sustained by or against Tenant, City may, at its sole option, declare this Agreement immediately terminated, null and void and immediately resume full possession of the hangar. No receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the hangar or any other property of the City by virtue of this Agreement.

19. Notice.

Notices to the City, including but not limited to notice of termination under this Agreement, must be mailed or hand delivered to the address below. Any notice to Tenant from the City relative to any part of this Agreement will be considered delivered and the service thereof completed when posted by certified mail, to the Tenant at its last given address or delivered in person to Tenant or Tenant's authorized representative identified above.

Address for notice to Tenant:

Address for notice to City:

20. Litigation.

- 20.1. In the event litigation is necessary to collect rent or damages or to evict Tenant, City shall be entitled to recover, in addition to any other recovery, its attorney fees including the reasonable value of its in-house attorneys' time, and all costs incurred, including court costs, expert witness fees, deposition and other discovery costs (including travel and court reporter costs).
- 20.2. This Agreement is governed by the laws of the State of Tennessee. Any disputes relating to this Agreement must be resolved in accordance with the laws of the State of Tennessee and in the courts of Rutherford County, Tennessee.

21. Severability.

Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties enter into this Agreement as of _____,
_____ (the "Effective Date").

CITY OF MURFREESBORO

TENANT (Main Contact)

Name _____
Title _____

Name _____
Title _____
Email: _____
Telephone: _____

Approved as to form:

**Additional Tenant Names For
partnerships or Corporations Only**

TENANT

Adam F. Tucker, City Attorney

Name _____
Title _____
Email: _____
Telephone: _____

TENANT

Name _____
Title _____
Email: _____
Telephone: _____

Airport Tie-Down Lease Agreement

This T-Hangar Lease Agreement (“Agreement”) made this ____ day of _____, _____
by and between the City of Murfreesboro, Tennessee (“City”) and

_____ (“Tenant”) a

(Please mark which one is appropriate) Individual____, Partnership____, or a Corporation____.

Tenant mailing address: _____

Tenant authorized representative (optional): _____

Tenant contact number(s): _____

Tenant email address: _____

Tenant Aircraft information:

Number: _____

Make: _____

Model: _____

Tenant Aircraft must be maintained in an active, airworthy condition. For more information on Tenant Aircraft requirements under this Agreement, see Section 7 below.

The Tie-Down designated as _____ at the Murfreesboro Municipal Airport, Murfreesboro, Tennessee, shall be leased by City to Tenant on the following terms and conditions:

1. Term:

This Agreement shall begin when accepted by the City and shall terminate on the following June 30th and shall be automatically renewed on an annual basis thereafter unless terminated by a party in accord with Sections 16, 17, or 18 below.

2. Rental Rate:

2.1. In the initial term, monthly rent in the amount of \$_____ is due in advance on the first day of each month.

2.2. If the term commences on a day other than the first day of a month, rent for the first month shall be prorated. Payments should be made payable to “City of Murfreesboro” and mailed to the address used for notice to the City in Section 19 or hand delivered personally to the Airport Director or designee Monday – Friday between the hours of 8:00 – 4:00.

2.3. Rental rates are subject to change after the initial term.

2.4. Unless otherwise determined by the Murfreesboro Airport Commission (“Commission”), the rental rate shall increase by 3% at each annual renewal.

2.5. In the event of termination of this Agreement by the City (other than for an event of default) after a Tenant has paid rent in advance, the unused portion of such rent shall be returned to Tenant within a reasonable time.

3. Security Deposit:

- 3.1. The Tenant shall pay a security deposit by either cash or check equal to one full month's rent due at the signing of the Agreement.
- 3.2. At the conclusion of the Agreement, the amount of the security deposit shall be returned to the Tenant if all rents have been paid in full and the hangar is returned broom clean in good and acceptable condition as determined by Airport Director or designee.

4. Sublease or Assignment:

- 4.1. This Agreement is between the Tenant as identified above and the City of Murfreesboro only.
- 4.2. This Agreement is not transferrable.
- 4.3. Tenant cannot sublease, assign, transfer, loan, or rent hangar space to anyone else without the approval of the Commission.
- 4.4. **Sublease or Assignment Exception:**
 - 4.4.1. Upon written request to the Chair of the Airport Commission stating specifically (1) the nature of the transfer requested, (2) the reasons supporting transfer, and (3) a copy of any relevant correspondence, proof, or other pertinent information essential for the Commission to consider in reaching a decision, the Commission may add an additional individual to an individual or partnership Agreement or an additional or replacement member to an entity Agreement.
 - 4.4.2. The Commission will consider the request at its next scheduled meeting, provided that the Commission may defer the decision to the next following meeting if it determines that additional information is required.

5. Utilities:

~~The City shall have the right, without amendment of this Agreement, to impose additional rental charges on Tenant for excessive use of electricity or other utilities.~~

6.5. Commercial Operations:

- ~~6.1.5.1.~~ Tie-Down is rented for the limited purpose of securing a parked aircraft used for Tenant's personal business or pleasure.
- ~~6.2.5.2.~~ Tenant will not use the aircraft or Tie-Down for a commercial activity, as defined by City Ordinance, without having sought and received approval as a Commercial Operator from the Commission.
- ~~6.3.5.3.~~ Even if approved as a Commercial Operator, Tenant will not use the Tie-Down for aircraft maintenance and repair; radio and instrument services; aviation maintenance technical training; or aircraft washing, cleaning, painting or refurbishment unless approved by the Airport Director.

7.6. Tie-Down Use:

The Tie-Down covered by this Agreement as identified above will be used solely for the purpose of parking the active, airworthy aircraft designated and identified below as Tenant Aircraft.

7.1.6.1. Tenant Aircraft: Under this Agreement, Tenant is required to maintain and designate a Tenant Aircraft based in the assigned Tie-Down.

7.1.1.6.1.1. Tenant Aircraft must be an active, airworthy aircraft defined as a machine intended for and capable of manned aerial flight and which currently meets all the requirements for regular flight described by the Federal Aviation Administration (FAA).

7.1.2.6.1.2. Tenant is responsible for providing the Airport Director with a copy of the Tenant Aircraft's current annual inspection report at the beginning of the term and by the 10th day of July each year thereafter.

7.1.3.6.1.3. At the Airport Director's sole discretion, in order to confirm the limited hangar space available at MBT is rented to flying aircraft, Tenant may be required to demonstrate any Tenant's Aircraft's airworthiness by performing two (2) operations in the pattern.

7.1.4.6.1.4. In the event Tenant Aircraft is sold or otherwise replaced, Tenant is required to provide updated Tenant Aircraft information to the Airport Director within thirty (30) days of purchase or lease of new Tenant Aircraft.

7.1.5.6.1.5. Ultralight Vehicles as Tenant Aircraft:

7.1.5.1.6.1.5.1. At the Airport Director's sole discretion, and upon request of the owner, a special exception for an ultralight vehicle to be stored in a Tie-Down may be granted and considered a Tenant Aircraft.

7.1.5.2.6.1.5.2. If an ultralight vehicle is identified as a Tenant Aircraft it is subject to all requirements stated above in this Section 7.1 unless not required under CFR Title 14 FAR Part 103 – Ultralight Vehicles.

7.2.6.2. Repair Period: If Tenant's Aircraft becomes inactive and unable to sustain safe manned aerial flight as required by this Agreement, Tenant shall provide written notice of the aircraft's status and condition to the Airport Director within thirty (30) days of the change of condition.

7.2.1.6.2.1. In the written notice, Tenant may request an extension of time to remain in the tie-down in order to conduct the necessary repairs or maintenance by stating the specific reasons for the aircraft's unsuitable condition and approximation of actions necessary to restore the aircraft's condition (ex.: difficulty finding necessary parts, extent of repairs, extenuating circumstances beyond the control of the owner).

7.2.2.6.2.2. For good cause shown, Airport Director, together with a designated Member of the Commission, may grant an extended Repair Period, up to one hundred fifty (150) additional days.

7.2.3.6.2.3. If approval for a Repair Period is denied, the City, will provide Tenant notice of termination and allow Tenant thirty (30) days to vacate and return the tie-down in acceptable condition.

7.2.4.6.2.4. Repair Period Extension: If necessary repairs cannot be completed within the Repair Period, Tenant may make a written request for any extension of that Repair Period.

7.2.4.1-6.2.4.1. Repair Period Extension Requests must be made in writing to the Airport Director. The Repair Period Extension Request must include (1) the amount of additional time requested, (2) specific reasons why additional time should be considered, and (3) a proposed schedule with which the progress of work can be verified.

7.2.4.2-6.2.4.2. Repair Period Extension requests will be considered by the Airport Commission at its next meeting, provided that the Commission may defer the decision to the next following meeting if it determines that additional information is required.

7.2.4.3-6.2.4.3. If approval for a Repair Period Extension is granted, the Commission must receive progress reports from the Airport Director and the Tenant periodically as described in the approved schedule. If minimal or no progress is made and there is no justification for further delay, the Commission at its discretion may terminate this Agreement and the City will provide Tenant notice of termination and allow Tenant sixty (60) days to vacate and return the tie-down in acceptable condition.

7.2.4.4-6.2.4.4. If approval for a Repair Period Extension is denied, the City, at its discretion, will provide Tenant notice of termination and allow Tenant sixty (60) days to vacate and return the tie-down in acceptable condition.

~~7.3. **Alternative Hangar Use (aircraft build or refurbish project):**~~

~~7.3.1. A Tenant may request permission from the Airport Director to lease a hangar in order to build a kit aircraft, experimental aircraft, or refurbish an aircraft.~~

~~7.3.2. If the Airport Director grants Alternative Hangar Use permission, the Airport Director, Tenant, and a designated Member of the Commission will establish a reasonable timeline to complete the project (including a schedule of periodic progress reports) in order to ensure the project is progressing in a timely manner.~~

~~7.3.3. If at any time, the Airport Director and the designated Member of the Commission are not convinced the Tenant is demonstrating active work on the aircraft as agreed, the Airport Director may: (1) notify the Tenant that they have thirty (30) days to demonstrate active work on the aircraft as agreed, or (2) terminate the Agreement and give notice to the Tenant to vacate the hangar within sixty (60) days.~~

7.4.6.3. Personal Items:

~~7.4.1-6.3.1. Personal Items not related to the aircraft (ex.: furniture) may not be stored in the tie-down space hangar space as long as those items do not impede the movement of the aircraft in and out of the hangar, do not impede restoration, repair, or other work scheduled in the hangar, and do not impede Airport Staff or its agents from performing maintenance to the hangar.~~

~~7.4.2-6.3.2. Personal automobile(s) used as transportation to and from the Airport may not be stored in the hangar while the aircraft is being flown. parked on the ramp and must be parked on the landside auto parking lots~~

~~7.4.3-6.3.3. No other parking or storage of automobiles or trailers are allowed on the airside of the Airport unless specifically approved by the Airport Director.~~

7.5-6.4. Vacant Tie-Down:

7.5.1.6.4.1. If the Tenant's ownership or lease interest in the Tenant's Aircraft designated and identified above ceases by sale, lease termination, otherwise lapses, or relocates from the Airport, the Tenant is required to notify the Airport Director within thirty (30) days.

7.5.2.6.4.2. Only one Tenant Aircraft is approved for use of any one Tie-Down at a time.

7.5.3.6.4.3. If the Tenant no longer holds an interest in an identified Tenant Aircraft, then this Agreement will terminate, and Tenant will be required to vacate the tie-down and return it to the City in good, acceptable condition within thirty (30) days.

7.5.4.6.4.4. Vacant Tie-Down Exception: Tenant may seek an exception for vacant hangar termination by providing a written request to the Airport Director.

7.5.4.1.6.4.4.1. The written request must (1) advise the Airport Director of the vacancy, and (2) state specific reasons why additional time for maintenance or replacement of the aircraft should be considered.

7.5.4.2.6.4.4.2. The Airport Director, at their sole discretion, and upon receipt of written request of the Tenant, may grant a Vacant Tie-Down Exception for a maximum of one hundred fifty (150) days.

7.5.4.3.6.4.4.3. If approval is not granted, the Agreement will terminate, and Tenant will be required to vacate the Tie-Down and return it to the City good acceptable condition within thirty (30) days.

7.6.6.5. Appeal Process: The Tenant may appeal a decision or action of the Airport Director to the Commission by making a written request to the Chair of the Commission within thirty (30) days of receiving notice of the decision or action from the Airport Director.

7.6.1.6.5.1. The written request must include a copy of all relevant correspondence and any other pertinent information.

7.6.2.6.5.2. The Commission will consider the appeal at its next scheduled meeting, provided that the Commission may defer the decision to the next following meeting if it determines that additional information is required.

8.7. Maintenance.

8.1.7.1. Tenant shall maintain the tie-down space in a good, clean, safe, and orderly condition, ordinary wear and tear excepted. Tenant shall be liable to the City for the reasonable cost of repairing or replacing portions of the tie-down space damaged by Tenant, its agents or invitees.

8.2.7.2. Tenant shall not alter the tie-down space without the prior written approval of the Airport Director.

8.3.7.3. Tenant shall cooperate fully, without any reduction in rent, with the City's efforts to improve airport facilities.

9.8. Signs.

Tenant shall not post any signs at the Airport or on the tie-down space or its.

10.9. Security and Inspection.

~~10.1. For hangars with no lock, Tenant will supply a lock or a security device for Tenant's hangar of Tenant's choosing. Tenant shall give Airport Director a key or other means of access to Tenant's hangar for use in the event of an emergency, for required maintenance of hangar, for hangar inspections, or for the fueling of the aircraft (if fueling services are provided).~~

~~10.2. For hangars with locks, the City will provide a key for Tenant's hangar. Airport Director will maintain a key for use in the event of an emergency, for required maintenance of hangar, for hangar inspections, or for the fueling of the aircraft (if fueling services are provided).~~

~~10.3-9.1.~~ Tenant understands that the tie-down will be available for and is to subject for inspection by City at any reasonable time.

~~10.4-9.2.~~ City will not be held liable to Tenant for theft or vandalism.

11.10. FAA Regulations.

~~11.1-10.1.~~ Tenant must follow FAA regulations at all times while based or operating at Murfreesboro Municipal Airport.

~~11.2-10.2.~~ The Tenant understands that any violations may be reported to the FAA and may be the basis for immediate termination of this Agreement.

12.11. Duty to Comply with Laws and Rules.

Tenant shall fully comply with federal, state, and local laws and regulations applicable to the operations of the Airport, including specifically, those in Chapter 3 of the Murfreesboro City Code as amended from time to time specifically including but not limited to the following:

~~12.1-11.1.~~ Flammable materials may not be stored in the hangar space, even for a short period of time, unless they are in a proper container, grounded and vented with a pressure relief valve. Any flammable materials, even those properly contained, are subject to immediate removal at the direction of the Airport Director or designee. Rags, papers, and trash must be disposed of immediately after use.

~~12.2-11.2.~~ Oil is not allowed in the hangar space. Oil may be changed in locations approved by the Airport Director provided that all spills are cleaned immediately and that the used oil is disposed of in the manner specified by the Airport Director or as required by law.

~~12.3-11.3.~~ No open flame (ex.: kerosene or propane heaters) or smoking is allowed inside the hangar space.

~~12.4-11.4.~~ No painting of the aircraft or aircraft parts is allowed in the hangar space.

~~12.5-11.5.~~ No aircraft may be started inside the hangar. Aircraft(s) must be pulled clear of the hangar doors before starting engine(s).

~~12.6-11.6.~~ Hangar doors must be closed and locked when aircraft is removed for flight.

~~12.7-11.7.~~ Tenant must register all Independent Operators brought onto the airport and/or to Tenant's hangar by Tenant. All Independent Operators must obtain the appropriate application form and hold a full approval (signed by the Airport Director) before any aviation activity and/or work is performed as described in Chapter 3 of the City Code.

~~12.8-11.8.~~ Tenant shall conduct its activities at the Airport in a safe, prudent, and cooperative manner. Tenant's activities shall not interfere with lawful and reasonable use of the Airport by others.

13.12. Insurance.

~~13.1-12.1.~~ Tenant shall, at Tenant's sole cost and expense, secure and maintain, during the entire term of this Agreement, insurance coverage from a reputable, responsible company properly licensed to provide insurance in Tennessee and acceptable to the City.

~~13.2-12.2.~~ Any policy required to be furnished by Tenant must:

~~13.2.1-12.2.1.~~ Be issued by an insurance carrier having a rating from AM Best Company of at least A-VII or better.

- ~~13.2.2~~,~~12.2.2~~. Waive all rights of subrogation against the City.
- ~~13.2.3~~,~~12.2.3~~. Provide that attorney's fees are outside of the policy's limits and be unlimited.
- ~~13.2.4~~,~~12.2.4~~. Provide a Certificate of Insurance that contains a provision that coverages afforded under the policy will not be cancelled, allowed to expire, or reduced in amount until at least 30 days prior written Notice has been given to the City.
- ~~13.2.5~~,~~12.2.5~~. Be otherwise satisfactory to the City.
- ~~13.2.6~~,~~12.2.6~~. A Certificate of Insurance issued by the insurance company showing the City of Murfreesboro and Murfreesboro Municipal Airport as an additional insured, along with copies of appropriate endorsements, shall be provided to the Airport Director within thirty (30) days after the execution of this Agreement evidencing insurance coverage as follows:
- ~~13.2.7~~,~~12.2.7~~. Aircraft liability coverage for single engine aircraft and for operations exposed to single-engine piston aircraft designated in this Agreement for a minimum of one million dollars (\$1,000,000) combined single limit including a minimum of one hundred thousand dollars (\$100,000) per passenger.
- ~~13.2.8~~,~~12.2.8~~. Aircraft liability coverage for multi-engine piston aircraft and for operations exposed to multi-engine piston aircraft designated in this Agreement for a minimum of one million dollars (\$1,000,000) combined single limit including a minimum of one hundred thousand dollars (\$100,000) per passenger.
- ~~13.2.9~~,~~12.2.9~~. Aircraft liability coverage for turbo-prop or jet aircraft and for operations exposed to turbo-prop or jet aircraft designated in this Agreement for a minimum of five million dollars (\$5,000,000) combined single limit including a minimum of one hundred thousand dollars (\$100,000) per passenger.
- ~~13.3~~,~~12.3~~. Tenant shall keep all required insurance coverages in effect during the term of this Agreement and will provide proof of renewal coverage for all policies within five (5) business days after renewal, including a renewal certificate evidencing all policies for the required coverages.

14.13. Indemnification.

Tenant indemnifies and holds harmless the City, its officers, agents, and employees from (a) any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Tenant, its officers employees, agents and/or invitees, including its sub or independent contractors, in connection with the Lease Agreement, and (b) any claims damages, penalties, costs and attorney fees arising from any failure of Tenant, its officers, employees, agents and/or invitees, including its sub or independent contractors, to observe applicable laws including, but not limited to, labor laws and minimum wage laws. Tenant acknowledges that the City, being a subdivision of the State and pursuant to Tennessee Attorney General Opinion 93-01, cannot indemnify, defend or hold harmless in any fashion from any failure regardless of any language in any attachment or other document that Tenant may provide because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

15.14. Limit of City's Liability.

Tenant acknowledges that City is a governmental entity under the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101 et. seq. which has governmental immunity for certain acts and the

statutory limit on financial liability for those acts for which the government is not immune. Tenant agrees that City is and shall be entitled to such immunities and such statutory limits of liability for its operation of the Airport in the event of any claim by or on behalf of Tenant

16.15. Termination by Tenant.

Tenant may terminate this Agreement at the end of any term by delivery of notice of intent to terminate not less than thirty (30) days prior to the end of that term. Upon written request by Tenant, the Commission may agree to termination by Tenant at any time.

17.16. Termination by City.

~~17.1.16.1.~~ The City reserves the right to terminate the Agreement for Tenant Default upon thirty (30) days written notice to Tenant.

~~17.2.16.2.~~ Tenant Default shall include the following:

~~17.2.1.16.2.1.~~ Failure to pay any payments due under this Agreement by the 15th calendar day after the due date.

~~17.2.2.16.2.2.~~ Violation of any of the terms, provisions or requirements of this Agreement.

~~17.2.3.16.2.3.~~ Violation of any rules or regulations of the FAA applicable to the Airport, or violation of any other rules and regulations of the Commission or ordinances of the City.

~~17.2.4.16.2.4.~~ Failure to maintain or to provide proof of maintenance of required insurance policies.

~~17.3.16.3.~~ In the event of a Tenant Default, City will give written notice requiring full cure of the default within thirty (30) days of the date of such written notice. If Tenant Default is not cured within the 30-day period, City may immediately terminate this Agreement by further written notice. If Tenant fails to vacate the hangar by the end of the period specified in the written notice of termination, City may re-enter and take possession of the hangar and remove all persons and property, without being deemed guilty of any manner of trespass and without liability of any kind or character to Tenant.

18.17. Automatic Termination.

~~18.1.17.1.~~ In the event of death of sole Tenant, death of all Tenant partners in a partnership, or dissolution of LLC or corporate Tenant, the Agreement will terminate, and the tie-down must be vacated and returned in good and acceptable condition (as determined by Airport Director or designee) to City within ninety (90) days.

~~18.2.17.2.~~ In the event that bankruptcy or state-law insolvency or receivership proceedings are initiated and sustained by or against Tenant, City may, at its sole option, declare this Agreement immediately terminated, null and void and immediately resume full possession of the tie-down. No receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the tie-down or any other property of the City by virtue of this Agreement.

19.18. Notice.

Notices to the City, including but not limited to notice of termination under this Agreement, must be mailed or hand delivered to the address below. Any notice to Tenant from the City relative to any part of this Agreement will be considered delivered and the service thereof completed when posted by certified mail, to the Tenant at its last given address or delivered in person to Tenant or Tenant's authorized representative identified above.

Address for notice to Tenant:

Address for notice to City:

20.19. Litigation.

20.1.19.1. In the event litigation is necessary to collect rent or damages or to evict Tenant, City shall be entitled to recover, in addition to any other recovery, its attorney fees including the reasonable value of its in-house attorneys' time, and all costs incurred, including court costs, expert witness fees, deposition and other discovery costs (including travel and court reporter costs).

20.2.19.2. This Agreement is governed by the laws of the State of Tennessee. Any disputes relating to this Agreement must be resolved in accordance with the laws of the State of Tennessee and in the courts of Rutherford County, Tennessee.

21.20. Severability.

Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties enter into this Agreement as of _____,
_____ (the "Effective Date").

CITY OF MURFREESBORO

TENANT (Main Contact)

Name _____
Title _____

Name _____
Title _____
Email: _____
Telephone: _____

Approved as to form:

**Additional Tenant Names For
partnerships or Corporations Only**

TENANT

Adam F. Tucker, City Attorney

Name _____
Title _____
Email: _____
Telephone: _____

TENANT

Name _____
Title _____
Email: _____

Telephone: _____

Wait List Procedure
General Guidelines

The Murfreesboro Municipal Airport (MBT) maintains a wait list of aircraft owners desiring a T-hangar and or Tie-Down at MBT. T-hangars are rented according to position on the wait list. The Wait List is maintained at the MBT Terminal and is reviewed and updated on a regular basis. Potential T-hangar and or Tie-Down customers must complete a T-hangar and Tie-Down Wait List Application stating the desired T-hangar Group. The T-hangar Group is determined by the size and monthly rental amount each T-hangar unit is currently assigned.

On an annual basis, everyone on the Wait List is contacted by phone or email to verify if they still wish to remain on the wait list. If the contact information is no longer valid, the name will be removed from the list. It is the responsibility of the Applicant to maintain up-to-date contact information with MBT. An Applicant's position on the waitlist cannot be sold, traded, transferred, or assigned in any manner.

T-Hangar Group: (Exhibit A)

Group 1 – A, B, C	38' X 28' X 12', four panel sliding door with electricity
Group 2 -- D, E	40' X 35' X 12', two panel sliding door with electricity
Group 3 – F, H	41.5' X 36' X 12', two panel sliding door with electricity
Group 4 – I, K, L	41.5' X 36' X 12', bi-fold electric door, insulated ceiling, with electricity
Group 5 – G, J	46.5' X 42' X 14', bi-fold electric door, insulated ceiling, with electricity

T-Hangar and Tie-Down Agreements and Use

T-hangar and Tie-Down Lease Agreements begin the day they are accepted by the City and terminate on the following June 30 and shall automatically be renewed for a one-year term thereafter unless otherwise terminated by either party. All T-hangars and Tie-Downs are available for aircraft parking only. Commercial operations are not permitted. Use of the T-hangars and other facilities are covered under the Airport Rules and Regulations. (Exhibit B: Sample T-hangar Lease Agreement and Tie-Down Lease Agreement, Exhibit C: T-hangar Wait List Application).

Hangar Wait List Criteria

1. Complete Wait List Application (Exhibit C)
2. T-hangars are for airworthy aircraft only: provide N number, type of aircraft and copy of latest annual maintenance inspection. See T-hangar and Tie-Down Lease Agreements regarding airworthy aircraft requirements. If you do not own an aircraft at the time that you complete the T-hangar and Tie-Down Wait List application, you must own an aircraft within ninety (90) days of receiving a T-hangar and signing the T-hangar Lease Agreement. **In support of Recreational Aviation, upon request a person wanting to get their name on the T-hangar and Tie-Down Wait List that owns or is purchasing an ultralight "vehicle" as described in CFR Title 14 FAR Part 103, the Airport Manager may grant a special**

exception for allowing an ultralight “vehicle” it to be stored in a T-hangar. In that case per FAR 103 no N number or annual inspection is required.

3. Pay to the City of Murfreesboro (cash or check only) a two hundred fifty-dollar (\$250.00) application deposit.

Existing Tenant Priority

Existing T-hangar customers that wish to move into another hangar will have priority over new customers, provided they release their current hangar, leaving their current hangar clean and good working order, and are in good standing with the Murfreesboro Municipal Airport. Existing T-hangar customers wanting an additional hangar will be considered as a “new customer” and the same requirements apply.

Monthly Wait List Review

On the last week of each month the Wait List is reviewed for the following items:

1. Existing T-hangar customers desiring to move to a different hangar unit.
2. Those on the T-hangar Wait List that declined an offer for a requested hangar during the month.
3. Those on the T-hangar Wait List that have executed a T-hangar Lease Agreement to occupy a temporary hangar as described below or are currently subleasing a T-hangar unit.
4. Those who completed a new Hangar Wait List Application and meet the criteria to be added.

The Wait List is revised and available for viewing by the 10th day of each month. If a person would like to have their name removed from the list prior to a hangar offer, their deposit, minus a fifty dollar (\$50.00) administrative fee will be returned to them.

Hangar Acceptance

When an Applicant on the Wait List is contacted by the Murfreesboro Municipal Airport advising that a hangar is available, the Applicant has five (5) days to submit the following:

1. Signed Hangar Lease Agreement.
2. Cash or check payable to the City of Murfreesboro for one month’s security deposit.
3. Payment (cash, check, or credit card) for one month’s rent.
4. Latest annual aircraft maintenance inspection.

Hangar Declined or No Response

The prospective hangar customer has five (5) days to respond.

If the prospective customer declines the available hangar offered:

- The prospective customer will be removed from the Wait List for six (6) months at which time they may reapply.
- Deposit of two hundred fifty dollars (\$250.00) will be forfeited.

If no response is received during the ten (10) day period from the Applicant, the offer will be withdrawn and:

- The Applicant will be removed from the T-hangar Wait List.
- Deposit of two hundred fifty dollars (\$250.00) will be forfeited.

Temporary T-hangar Rental

In the event a hangar becomes available in a group that does not have an interested applicant on the wait list because of its size and/or monthly rental rate amount, MBT may offer the hangar to the next Applicant on the Wait List regardless of the size or monthly rental rate. The hangar will be rented at the full hangar rate, on a temporary basis until the desired T-hangar Group comes available.

If the Applicant accepts the temporary hangar, they will be given first priority when a hangar from their desired group of hangars becomes available. The temporary hangar must be vacated when a hangar in the originally requested T-hangar Group comes available. Applicant will have ten (10) days to sign the new Hangar Lease Agreement for the originally requested T-hangar Group. In the event Applicant wishes to stay in the temporary hangar, the Applicant will forfeit their application fee and their spot on the Wait List.

If the Applicant declines the temporary hangar, they will remain in their current position on the Wait List.

Tie-Down Wait List Criteria

1. Complete Wait List Application (Exhibit C)
2. T-hangars are for airworthy aircraft only: provide N number, type of aircraft and copy of latest annual maintenance inspection. See T-hangar and Tie-Down Lease Agreements regarding airworthy aircraft requirements. If you do not own an aircraft at the time that you complete the T-hangar and Tie-Down Wait List application, you must own an aircraft within ninety (90) days of receiving a T-hangar and signing the T-hangar Lease Agreement. In support of Recreational Aviation, upon request a person wanting to get their name on the T-hangar and Tie-Down Wait List that owns or is purchasing an ultralight "vehicle" as described in CFR Title 14 FAR Part 103, the Airport Manager may grant a special exception for allowing an ultralight "vehicle" it to be stored in a T-hangar. In that case per FAR 103 no N number or annual inspection is required.
3. Pay to the City of Murfreesboro (cash or check only) a two hundred fifty-dollar (\$250.00) application deposit.

Tie-Down Acceptance

When an Applicant on the Wait List is contacted by the Murfreesboro Municipal Airport advising that a tie-down is available, the Applicant has five (5) days to submit the following:

5. Signed Tie-Down Lease Agreement.
6. Cash or check payable to the City of Murfreesboro for one month's security deposit.
7. Payment (cash, check, or credit card) for one month's rent.
8. Latest annual aircraft maintenance inspection.

Tie-Down Declined or No Response

The prospective hangar customer has five (5) days to respond.

If the prospective customer declines the available tie-down offered:

- The prospective customer will be removed from the Wait List for six (6) months at which time they may reapply.
- Deposit of two hundred fifty dollars (\$250.00) will be forfeited.

Exhibit A

Hangar complex map and hangar unit information

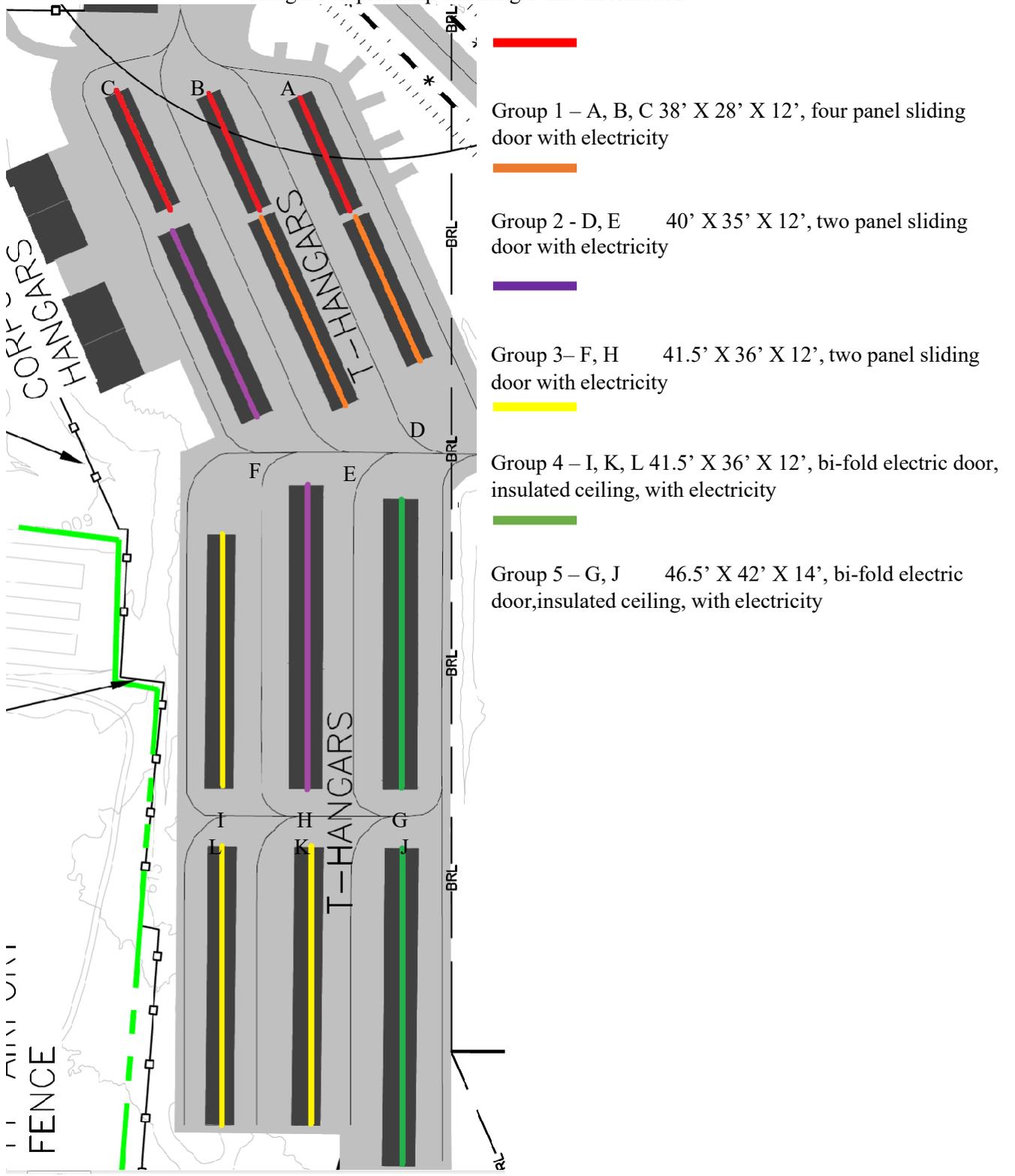


Exhibit B
MURFREESBORO
MUNICIPAL AIRPORT
Murfreesboro,
Tennessee
HANGAR RENTAL
AGREEMENT

TIE-DOWN
AGREEMENT

Exhibit C

HANGAR and TIE-DOWN WAIT LIST APPLICATION

Application may be made by an individual or group of persons. Please list all individuals in the group (attach additional sheet if necessary). Applicant's position on the list cannot be sold, traded or assigned in any manner. Applicant is responsible for maintaining valid contact information with MBT Staff.

Date: _____

Applicant Contact Information

First Name: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number Work/Home: _____

Cell Phone: _____

Email: _____

Aircraft Information

Aircraft N Number: _____ No aircraft at this time: ____ (check if appropriate)

Note: If you do not own an aircraft at this time, you must own one within 90 days of signing a T-hangar Lease Agreement.

Name of person or business the aircraft is registered to: _____

Type of Aircraft: _____

Wingspan: _____

Tail Height: _____

Length: _____

Application

Deposit: ____ Cash ____ Check (Please mark which form of payment you will be providing)

Check Number: _____

Which Group of Hangars are you willing to accept (please check all that apply):

Group 1 ____ Group 2 ____ Group 3 ____ Group 4 ____ Group 5 ____

And or

Tie-Down _

When a hangar is offered, I understand that I have five (5) days to provide the following information, or the hangar will be forfeited:

1. Signed T-hangar Lease Agreement or Tie-Down Lease Agreement,
2. copy of latest aircraft annual inspection,
3. security deposit, and first month's rent.

I have been provided a copy of the Hangar Wait List Procedures. I agree to abide by the requirements of the procedure.

Print Name: _____

Signature: _____

Murfreesboro Municipal Airport Staff:

Date application received: _____ Aircraft N number verified if applicable: _____

Airport Staff that received T-Hangar Wait List Application: _____

Please give one copy of the Wait List Application to the Applicant and keep the original for Airport Manager

Murfreesboro Municipal Airport Property Maintenance Rules

The Murfreesboro Municipal Airport Commission has determined that it is in the best interests of the City, the Airport, Airport Tenants, and Airport Users to adopt rules regulating the maintenance of structures and equipment on Airport premises.

1. Application

- 1.1 The Property Maintenance Rules apply equally to all Airport tenant, subtenant, and invitee.
- 1.2 These rules establish minimum standards governing the maintenance, appearance, and condition of airport property and fix certain responsibilities and duties upon tenants. Any law or regulation that imposes a higher standard than those established herein will prevail and must be adhered to.
- 1.3 No prior conduct or license constitutes a defense against any violation of these Rules unless such a written document with a reasonable expiration date is provided by the Airport Direction after the date these Rules are adopted.

2. Maintenance of Premises

- 2.1 Premises, which are the areas surrounding a structure, must be kept free of any hazard to the safety of the occupant, pedestrians, and other persons utilizing the premises, and free of insanitary conditions and any contrary conditions must be immediately removed or abated by the tenant.
- 2.2 No storage of items outside of any building or within any building inconsistent with the applicable City building code is permitted.
 - a. Storage includes the placement of a non-operation aircraft or vehicle or for longer than six months or inoperable or unused equipment for more than 90 days.
 - b. The Airport Director may extend that period not more than 90 days for good cause, which includes airplanes actively under maintenance per the Tie-down Lease Agreement.
 - c. Storage excludes operational aircraft secured under a monthly tie-down rental agreement.
 - d. Exceptions: Designated areas for outdoor storage may be approved by the Airport Commission if it meets the following requirements:
 1. Consistent with applicable City Building and Codes regulations
 2. If applicable items are stored in appropriately designed containment
 3. Items are located in an existing enclosed area or enclosed area is able to be created.
- 2.3 Premises with landscaping must be kept properly trimmed and in good shape, not overgrown and unsightly or any other condition that would constitute a blight that may depreciating the visual appearance of the airport.

- 2.4 Parking areas must be maintained in a safe and attractive manner, which includes being keep free of garbage and debris.
 - a. Parking areas must have designed parking spaces.
 - b. No parking space may be occupied for more than 48 hours unless long-term parking authorization for the specific parking space is issued by the Airport Director.
 - c. No vehicle utilizing a parking space may be occupied overnight.

3. Maintenance of Structures

- 3.1 Structures or accessory structure (including fences) must be maintained in good repair.
- 3.2 All exterior except for natural or artificial decorative stone (which excludes concrete block) must be painted a color approved by the Airport Director and maintained such that there is no peeling paint, color fading, or mold conditions that reflects deterioration or inadequate maintenance.

4. Construction

The Airport Director may suspend any of the Rule for purposes of facilitating construction activity at the airport.

5. Violations

- 5.1 The Airport Director has the authority to determine compliance with these Rules.
 - a. Upon finding a violation, the Airport Director will mail a Notice of Violation to the representative of the tenant designed in the lease or rental agreement and deliver a copy of the Notice of Violation to the tenant's location at the Airport.
 - b. The Notice of Violation will identify the Rule violated, outline the corrective action required, and set a reasonable period for correction.
 - c. After a Notice of Violation, a tenant and the Airport Director may develop a writing plan to correct the violation, which will specify the time require for correction. Failure to comply with the plan will result in a breach of the tenant's lease or rental agreement.
- 5.2 Tenants may appeal the Director's Notice of Violation to the Commission
 - a. Appeals will be stated in writing and provided to the Commission Chair with 10 business days from the date of the Director's Notice of Violation.
 - b. The Chair will be distributed to all non-recused Commission members for consideration at the second meeting following notice by the Airport Director of a maintenance violation.
- 5.3 Any contact with a Commission member, directly or indirectly, by a tenant that is subject of the appeal will result in dismissal of the appeal and implementation for the Airport Director's decision. Commission members who are personal involved in the tenancy subject to a

Notice of Violation must recuse themselves from the matter and are subject to the same restriction on Commission contract imposed on other tenants.

- 5.4 Failure to comply with these Rules after property notice and reasonable time for corrective action will be a breach of the tenant's lease or rental agreement. Notice of breach may be provided and any cure period provided by the lease or rental agreement may run concurrent with the period provided for corrective action as set by the Notice of Violation.