

## RENTAL & MANAGEMENT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2009, between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as the "City," and **SUNAIR AVIATION, INC.**, hereafter referred to as "SunAir,"

### WITNESSETH:

**WHEREAS**, the City owns and operates the Leesburg International Airport (the "Airport"), and

**WHEREAS**, SunAir is a fixed base operator doing business at the Airport; and

**WHEREAS**, as part of its Airport operations the City rents tie down spaces where individual owners of aircraft may park them when not in use; and

**WHEREAS**, the City desires to lease to SunAir certain tie down spaces, to be managed and subleased by SunAir, which shall also oversee the use and operation of the tie down spaces, and SunAir is willing to undertake those responsibilities under the terms of this Agreement;

**NOW THEREFORE**, for and in consideration of the sum of \$10.00 and other good and valuable considerations, as well as the mutual covenants and promises contained in this instrument, the parties do hereby agree as follows:

1. The term of this Agreement shall commence on August 1, 2009, and expire on the last day of July, 2014.

2. During the term, SunAir agrees to lease from the City, and the City agrees to lease to SunAir, under the terms of this Agreement, tie down spaces 1, 2, 3, 4, 7, 8, 10, 12, 13, 14, 15, 18, 19, 20, 21, 26, 30, 31, 32, 33, 49, 52, 53, 54, 55, 56, 57, 58, 59, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, and 73. Among the duties of SunAir as lessee and sublessor/manager of these spaces shall be the following:

- A. To obtain written rental agreements from each tenant of a tie down space, on forms approved by the City, setting forth at a minimum the name of the tenant, the make, model, and ID number of the aircraft to be kept in the space, the term of the rental agreement, and the rent to be paid, requiring the tenant to abide by the rules and regulations promulgated or amended by the City with regard to occupancy of tie down spaces, and requiring the tenant to reimburse the City and SunAir for any court costs and attorneys' fees incurred by either of them in the enforcement of the rental agreement.
- B. To assume all responsibility for the enforcement of all subleases of tie down spaces, including but not limited to collection of rent, and eviction of subtenants upon any default under the sublease, at SunAir's expense.
- C. To collect from all subtenants, and remit to the State of Florida as required, all sales and other taxes imposed upon the rental of the tie down spaces.

- D. To conduct such periodic inspections as are necessary to assure that all tenants of tie down spaces are abiding by all rules and regulations governing the use of such spaces, and all conditions of their rental agreements.
- E. To advise the City promptly whenever any tie down spaces, or aprons or access ways associated therewith, are in need of maintenance or repair.

3. SunAir shall pay to the City the sum of \$334.00 per month, due on the tenth day of each calendar month, PLUS ALL APPLICABLE SALES TAXES, as rent for the tie down spaces. Rent shall be paid at Post Office Box 490630, Leesburg, Florida 34749-0630, or at such other place as Lessor may direct hereafter in writing. Any rent due hereunder which is not paid by the fifteenth day of the calendar month shall bear interest thereafter, until paid in full, at the rate of 18% per annum.

4. In the event of any breach or default by SunAir hereunder, the City shall have the right to terminate this Agreement upon written notice which is sent to SunAir not later than 5 days prior to the scheduled termination date, provided however that if the default involves failure to remit funds due the City, then the City shall have the right to terminate this Agreement at once upon written notice and to begin immediate collection of rent directly from tenants of tie down spaces. In any action or proceeding arising out of this Agreement, the prevailing party shall recover its reasonable court costs and attorney fees in addition to any other relief obtained. Venue for any action or proceeding hereunder shall be in Lake County, Florida. This Agreement is to be construed under the laws of Florida.

6. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, including but not limited to all prior leases or agreements of this same nature previously executed between the parties, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

7. No failure by the City to exercise any right or remedy available to it at law, in equity or under this Agreement, and no failure by the City to insist on strict compliance with this Agreement by SunAir, shall be deemed a waiver of the City's right to insist on strict compliance in the future or any right the City may have in the event any default continues or reoccurs. No act or failure to act on the part of the City shall be deemed a waiver of, or acquiescence in, any default or other condition, nor shall it constitute an amendment of this Agreement, unless such waiver, acquiescence or amendment is formalized in a writing signed by both parties and approved by the Leesburg City Commission.

8. Notice hereunder may be given by U.S. Mail, certified/return receipt requested, in which case it shall be deemed effective three days after posting with all charges prepaid; by Federal Express, United Parcel Service or other overnight courier service, in which case it shall be deemed effective on the first business day following the date on which notice was placed in the hands of the courier properly addressed for delivery to the recipient; or by hand delivery, in which case it shall be deemed effective upon delivery.

**IN WITNESS WHEREOF**, the parties have set their hands and seals.

WITNESSES:

SUNAIR AVIATION, INC.

Monika Leware

BY: Brian R. Sapp  
BRIAN R. SAPP, President

Monika Leware

C. M. Weller

THE CITY OF LEESBURG, FLORIDA

CHARLIE Weller

BY: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney