
FREEDOM AVIATION SOCIETY Tie-down Lease Agreement

HST 815104989RT0001

THIS AGREEMENT, is entered into this _____ day of _____, _____, by and between

FREEDOM AVIATION SOCIETY (FAS or the "Lessor"), a NOT FOR PROFIT SOCIETY INCORPORATED IN NOVA SCOTIA whose OFFICE IS LOCATED AT 1505 HARRINGTON ROAD, KENTVILLE, NS B4N 3V7.
Phone 902-679-8349

; and

_____, (the "Lessee"), a(n) _____ [individual(s)/
corporation/partnership/LLC] whose _____ [address is/principal office is located at]

Note: The "Lessor" is the party that owns or leases from the owner the equipment and/or real property on which the hangar/tie-down is located and the "Lessee" is the party that owns the aircraft and wishes to lease the hangar/tie-down location and equipment.

Monthly___ Annually___ Credit Card on File___ Post Dated Cheque___ Pre Authorized Payment___

Insurance on file _____
Tie Down \$ _____
No Heat Hanger \$ _____
Heated Hanger \$ _____

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

1. Lease of Hangar/Tie-down. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor tie-down (the "Leased Premises"), at 14 Wing Greenwood (CYZX) airport (the "Airport" or "Airport Property") and specifically located on the attached **Schedule A** and identified as location # _____, for the purpose of storing/parking the following aircraft (the "Aircraft"):

Aircraft Make _____

Aircraft Model _____

Aircraft Year _____

Aircraft Registration Number _____

Gross Weight KGs _____

Serial Number _____

2. Use of Leased Premises. The Leased Premises shall only be used for the storage of the Aircraft unless agreed in writing by FAS. Lessee will be allowed to park his/her car in/on Designated Parking Areas (see **Schedule B**) or general parking areas, during such time that Lessee is using the Aircraft and Leased Premises.

3. Term. Subject to earlier termination as provided below in this agreement, this agreement shall begin on _____ and end on _____. Lessee shall notify Lessor in writing of Lessee's intention to exercise the renewal option not less than one month before the expiration of the initial term of this agreement.

4. Termination. Either party may terminate this agreement with 90 days prior written notice.

5. Fees. Lessee agrees to pay Lessor on the first day of the term in advance. If payments are made monthly they can be by Pre Authorized Payment direct to;

Scotia Bank, 47 Aberdeen Street, Kentville, NS, B4N 2M9

Account name Freedom Aviation Society
 Bank number 002
 Transit number 90043
 Account number 0057215

Or

by postdated cheques for the term of the lease.

Or

Payment with Credit Card can be arranged by completing the following;

Card Type Visa/ Master Card/ AMEX
 Name on Card _____
 Card # _____
 Exp Date (MM/YY). __ / __
 CVI # __ __ __

I authorize Freedom Aviation Society to pay the Monthly / annual amount of \$ _____ to my card

Name _____ Signature _____ Date DD/MM/YY __ / __ / __

NOTE: Rates include all landing fees for associated aircraft based at 14 Wing Greenwood

NOTE Property taxes and heating costs will be added to applicable rates

	Ft2	Rate	Monthly	HST	Total	Annually in advance for 5% discount		
						Rate	HST	Total
FAS Owned								
Tie Down space	875ft2	.11429	100.00	15.00	115.00	1,140.00	171.00	1311.00

Late payments will have a \$50.00 fee added per month and be subject to an interest charge of 2% per month (24% per annum) simple interest.

6. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises with the exception of and subject to obstructions beyond the Lessor's control and jurisdiction. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.

7. intentionally blank

8. Maintenance and Repairs to the Leased Premises (Tie-down). The Lessor will provide the tie-down ground anchors. The lessee will provide the tie-down ropes/chains. The Lessor shall be responsible for all maintenance/repairs to the Leased Premises, including the ground anchors, except when necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. The responsible party shall conduct such maintenance/repairs with due diligence at its own cost. If the maintenance/repairs are the responsibility of the Lessee, the rent shall not be abated during the period of maintenance/repairs. If the maintenance/repairs are the

responsibility of the Lessor and the damage renders the Leased Premises untenable for a period of 30 days or more, the rent shall be abated during the period of untenability. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenable for 30 days or more, the Lessee shall have the option to terminate this agreement by notifying the Lessor in writing of this election during the above mentioned 30 day period. If the maintenance/repairs are the responsibility of the Lessee and the damage renders the Leased Premises untenable for 30 days or more, the Lessor shall also have the option to terminate this agreement by notifying the Lessor in writing of this election at any time during the period on which the Leased Premises are untenable.

9. Termination and Default. If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within 30 days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor. If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within 30 days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee. If the Lessee breaches clause 14 of this agreement then the agreement is terminated immediately as provided for in clause 14 and the Lessor is not required to provide any written notice.

10. Operation of Aircraft. The Lessee is responsible for operating the Aircraft on the airport in accordance with the applicable **14 Wing Operating Agreement** attached to this lease **Schedule C**.

11. Airport Rules and Regulations. Lessee agrees to comply with the **Airport Rules and Regulations**, attached as **Schedule D** to this Agreement. The Lessor will provide the Lessee with reasonable written notice of any changes to the applicable Airport Rules and Regulations.

12. Surrender of Possession. On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall forthwith vacate the Leased Premises. Except as otherwise provided in this agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this agreement, however, the Lessee shall be responsible for any damage caused by such removal and any and all costs or liability caused by such removal. The ownership and title to fixtures, improvements, equipment and other property not removed forthwith from the Leased Premises as of the expiration or termination of this agreement shall vest in Lessor.

13. Indemnity. The Lessee shall indemnify the Lessor for injury or property damage claims made against Lessor that were caused by the negligence or willful misconduct of the Lessee or caused by its agents, employees or guests. The above indemnification by the Lessee to the Lessor includes all costs directly or indirectly related to the above claims and specifically includes any and all legal costs incurred by the Lessor with respect to such claims.

14. Insurance. Lessee shall maintain liability insurance on the Aircraft at all times during the term of this agreement. Prior to the effective date of this agreement, the Lessee shall provide Lessor with a certificate showing proof of such insurance. If for any reason the liability insurance on the Aircraft is to be cancelled by the insurer, then the Lessee shall provide the Lessor with at least 10 days advance notice of such cancellation date, and unless proof of alternative liability insurance coverage is provided by the Lessee to the Lessor prior to the above cancellation date, then this agreement is immediately terminated. The Lessee shall also notify Lessor of any change in the insurance coverage and will do so prior to the effective date of the change, and if at any time when the Lessor is notified of such changes, and if the changes are considered in the Lessor's absolute and exclusive discretion to be material changes, then this agreement is immediately terminated.

15. Inspection. The Lessor may, with prior notice to the Lessee, enter and inspect the Leased Premises for the purpose of ensuring Lessee's compliance with its obligations under this agreement or in the case of an emergency. Lessor will be held responsible for any theft or damage to Lessee's property should the Lessor fail to properly secure the Leased Premises upon completion of the inspection.

16. Maintenance on Aircraft. The Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others or otherwise contrary to the terms of this agreement. Lessee will dispose of used oil only in approved receptacles designated by the Lessor. At no time shall the Lessee's aircraft engine(s) be started within the Leased Hanger Premises.

17. Storage of Hazardous Materials. Hazardous materials, as defined by the 14 Wing Operation Regulations, shall not be stored in/on the Leased Premises, unless they are stored in accordance with the 14 Wing Operation Regulations rules and regulations and Federal and Provincial fire codes. The Lessee hereby indemnifies the Lessor for any costs directly or indirectly relating to the cleanup of spills or hazardous chemicals on the Leased Premises including any government environmental cleanup assessments or orders, caused in whole or in part by the negligence or willful misconduct of the Lessee, its agents, employees or guests.

18. Intentionally blank

19. Assignment and Subletting. This agreement may not be transferred or assigned without written authorization of both the Lessor and Lessee. The Lessee may not sublet the Leased Premises without the written consent of the Lessor and such consent shall not be unreasonably withheld.

20. Notice. All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 10 days after the change.

21. Governing Law. This agreement, with respect to any dispute of any nature as to its interpretation or enforcement, is deemed to be (1) made in Nova Scotia (2) subject to and interpreted in accordance with the laws of Nova Scotia (3) within the jurisdiction of the Supreme Court of Nova Scotia pursuant to section 4 of the ***Court Jurisdiction and Proceedings Transfer Act***, SNS 2003, chapter 2 as amended

22. Legal Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's legal fees.

23. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

24. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

25. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

26. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the Government of Canada or Lessee of the Airport Property related to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Furthermore, and specifically, if the Airport operation ceases or the Lessors legal authority and/or control over and with respect to the Leased Premises ends or is terminated, then this agreement is also immediately terminated and the Lessee is required to remove all of the Lessor's property from the Leased Premises in accordance with this agreement.

27. General. This agreement (1) constitutes the entire agreement between the parties and no statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding (2) may not be enlarged, modified, or altered except in writing signed by the parties (3) may be executed in counterparts and delivered by way of facsimile transmission or

electronic mail (4) shall benefit and be binding upon the Parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and assigns.

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

LESSOR

LESSEE (if a corporation I have authority to bind)

Date _____

Date _____

Attachments:

Schedule A - "Leased Premises"

Schedule B - "14 Wing Operational Agreement"

Schedule C - "14 Wing Operating Agreement"

Schedule D - "Airport Rules and Regulations"