



SUBLEASE OF PRIVATE HANGAR AGREEMENT

BETWEEN

CITY OF ST. GEORGE

&

Hangar Owner/Tenant _____

&

Subtenant _____

PRIVATE HANGAR SUBLEASE AGREEMENT

THIS SUBLEASE OF SPACE AT PRIVATE HANGAR AGREEMENT (which is defined herein as the "Agreement") is entered into as of the ___ day of _____, 202_, by and between the St. George City ("City"), _____, an _____, ("Tenant") and _____ ("Subtenant")

RECITALS

WHEREAS, City owns an airport located at 4550 S. Airport Parkway, St. George, Utah 84790 (the "Airport"); and

WHEREAS, Tenant owns a leasehold interest in a hangar at the airport pursuant to its lease agreement ("Tenant's Lease") included herewith as Exhibit A and desires to lease out certain space therein to Subtenant as per Private Hangar Lease Agreement, Section 8.C;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Lease

A. Agreement to Lease Premises. Tenant hereby leases to Subtenant and Subtenant hereby leases from Tenant space located at the property described in Exhibit A together with the improvements constructed thereon (the "Premises"). The lease will be referred to as the "sublease."

B. Purpose of Agreement. Subtenant has had the opportunity to read Tenant's Lease between the City and Tenant and agrees that it shall use the Premises for the reasons outlined therein. Tenant's Lease is hereby incorporated herewith and Subtenant agrees to be bound thereby inasmuch as is applicable to it as if it were Tenant. Subtenant shall provide proof of the ownership or control of any Aircraft that it owns upon City's or Tenant's request. The following are the make, model, and identification number of all Aircraft approved by City upon entering this Agreement, and Subtenant shall provide the same information to City in writing when requesting approval for any subsequent Aircraft:

- i. Make:
- ii. Model:
- iii. Identification Number:

D. Access. If Subtenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the Airport (in the areas designated by City and as permitted by applicable Laws and Regulations, as such term is defined in Section 4.B

of Tenant's Lease) on a non-exclusive basis and to the extent reasonably necessary for Subtenant's use, occupancy, and operations at the Premises.

E. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to City, City reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

F. Enjoyment of Rights. Subject to Subtenant's complete performance of the payment and other obligations contained in this Agreement, Subtenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on _____, 202 (the "Commencement Date") and shall continue until _____, 20 (the "Expiration Date") subject to the termination and recovery provisions herein.

3. Rent

A. Rent. For Tenant's lease of the Premises, Subtenant covenants to pay to Tenant \$_____ commencing on _____(day). All rent shall be payable monthly by the first day of the month, or annually in advance without notice or demand by the first business day of the month of January.

4. Subtenant's Use of Premises and Airport

A. City and Tenant's Directives. Subtenant and Subtenant's Associates shall use the space pursuant to the City's and Tenant's rules and directives in City's discretion. Subtenant is subject to all restrictions in Tenant's Lease, including, but not limited to, section 4 as if it were Tenant.

5. Indemnity and Insurance

A. Indemnity by Subtenant. Subtenant agrees to indemnify, hold harmless, and defend City and Tenant and its officers and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Subtenant; or (iii) any wrongful, reckless, or negligent act or omission of Subtenant. Subtenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Subtenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this section shall survive the expiration or other termination of this Agreement with respect to

matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver. Subtenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Subtenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Subtenant's cost, it shall procure whatever insurance that the City may require from time to time.

6. Assignment and Subleasing

A. Assignment. Subtenant shall not assign or sublease any of its rights under this Agreement and shall not record any document with the county recorder's office with respect to this agreement.

7. Default

A. Subtenant's Default. The occurrence of any of the following events shall constitute a default by Subtenant under this Agreement and shall entitle Tenant and City to sue for remedies: (i) Subtenant fails to timely pay rent to Tenant; (ii) Subtenant violates any requirement under this Agreement and fails to cure the same within reasonable time after verbal or written notice (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (iii) Subtenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises; (iv) Subtenant becomes insolvent.

B. Remedies. Upon any default by Subtenant under this Agreement, City and Tenant may (at any time) pursue any or all remedies available to City and Tenant including the imposition of a 20% administrative charge in addition to back-rent.

C. Past Due Amounts. If Subtenant fails to pay when due any amount required to be paid by Subtenant under this Agreement, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount to the date of payment in full, with interest.

6. General Provisions

A. General Provisions. This Agreement is subject to the General Provisions set forth Tenant's Lease and exhibits thereto.

B. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way

of example, Federal Express or DHL), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to City:

Airport Manager
St. George Regional Airport
175 E. 200 N.
St. George, Utah 84770

If to Tenant:

with a required, simultaneous copy to:

City Attorney
City of St. George
175 E. 200 N.
St. George, Utah 84770

with a required, simultaneous copy to:

C. Incorporation. All exhibits referred to in this Agreement, and the Tenant’s lease as they may be amended from time to time, are incorporated in and are a part of this Agreement.

D. Binding Obligation. Subtenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Subtenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HANGAR OWNER/TENANT:

Subtenant

Owner

By:

Approved by:

Airport Manager

EXHIBIT A

PREMISES

Property description of the Premises:

Certain space in the hangar (existing or to be built) located on Lot(s) _____
(_____) on the St. George Airport Hangar Parcel Plat, which contains
_____ (_____) square feet. For informational purposes, such lot is
depicted on the following page.

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