

**COLLIER COUNTY AIRPORT AUTHORITY**  
**AIRPORT LEASING POLICY**



**Approved as to form and legal  
Sufficiency:**

**COLLIER COUNTY AIRPORT AUTHORITY**

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## **SECTION I GENERAL POLICY**

In order to promote and develop a fair and reasonable operating environment for all persons, firms, or organizations who enter into agreements with the Collier County Airport Authority, hereinafter referred to as the ‘Authority’,) to conduct a commercial or non-commercial operation on any of its airports, hereinafter referred to as Airport, the following Policy is hereby adopted.

The Collier County Airport Authority operates the Immokalee Regional Airport, Everglades Airpark and Marco Island Executive Airport in Collier County, Florida. As used herein the word “tenant” is not limited to true tenants, but includes any individual, person or entity that has been granted any right, license or privilege to occupy or use any property or conduct any activity irrespective of the form of the agreement, permit, and/or license that grants any such right, license or privilege.

The Authority hereby instructs the Division Director or Designee to ensure that reasonable efforts are made when negotiating agreements (types and classifications listed below) to:

1. Promote market rents that are intended to make the Authority as financially self-sufficient as possible
2. Minimize operational costs in the leased areas to the Authority.
3. Foster growth of both aviation and non-aviation development (where appropriate) on airport property.
4. Attract private capital investment for airport development.
5. Comply with Federal Aviation Administration (FAA) and State obligations, policies and regulations.

### **Agreement Classifications**

The Authority will entertain, at a minimum, the following four Agreement classifications:

**LEASE AGREEMENTS:** Agreements by which the Airport Authority leases land, building and/or facility leases with airport tenants who maintain a valid lease agreement with the Authority.

**SUBLEASE AGREEMENTS.** These Agreements are used whereby a sub-lessee (in privity with the Airport Authority) subleases some or all of the lessee’s rights and obligations to a sublessee.

**LICENSE AGREEMENTS:** Land, building and/or facility leases with granted privileges of conducting aviation related or airport support operations. These agreements do not convey any interest in real property or in any personal property. These agreements convey only a bare license that has no interest coupled thereto. These agreements do not create any relationship of landlord and tenant and no licensee has any rights as a tenant.

**OPERATING AGREEMENTS:** Agreements granting the privilege of conducting aviation specifically granted related activities or airport support operations. These are use license agreements that do not convey any interest in real property or personal property.

### **Agreements Required**

With the exception of transient (non-based) aeronautical operators, no person, firm, organization, club, or other entity whatsoever shall be permitted to operate any business or commercial activity on any airport or base and engage in any commercial or non-commercial activities at the respective airport without an approved and fully executed lease, sublease, license, or operating agreement with the Authority or fully approved and executed assignment of same. The intent of this requirement is to protect the investment and privileges of bona fide operations on the airport and to try to ensure that fees or charges will be required from every user of the airport. Provided, however, that a business may be permitted to continue operation as a tenant at will after the expiration of an approved lease, sublease, license and/or operating agreement while renewal or extension negotiations are in progress and being conducted in good faith and there appear to be prospects of coming to mutual agreement. The Division Director or Designee shall be the judge of whether good faith negotiations with a viable prospect mutual agreement exists.

### **Lease/Operating Agreement Categories**

1. Flight Training Service Center.
2. Aircraft Maintenance, Overhaul, and Parts Shop.
3. Specialized Commercial Flying Service.
4. Specialized Aircraft Repair Service.
5. Aircraft Hangar Storage.
6. Scheduled Passenger Air Carrier.
7. Non-Scheduled Passenger Air Carrier.
8. Cargo Air Carrier.
9. Non-Aviation Land and/or Building Lease.
10. On Airport Car Rental Operations.
11. Off Airport Car Rental Operations.
12. Courtesy Vehicle Operations.
13. Vending Machine Operations.
14. Airport brochure display/distribution operations.
15. Display Cabinet Operations.
16. Advertising signs on Airport.
17. Advertising signs off Airport.
18. Utility Easements.
19. Automobile Parking.
20. Food, Beverage, and/or Merchandising Concessions.
21. Government Leases.
22. Aviation Easements.
23. Operating Privilege Agreements.
24. Clubs.
25. Skydiving.
26. Hangar License Agreements.
27. Other.

Agreements, which the Authority shall not entertain:

Consistent with Department of Transportation, Federal Aviation Administration order 5190.6B, the Authority shall retain proprietary exclusive rights of the following aeronautical services:

1. Sale of aircraft fuel to others.
2. Rental of ramp space to others for aircraft tie-downs or any other purpose.

The Authority shall not permit any tenant, licensee or other occupant of any airport to engage in any of the above referenced aeronautical services. The Authority shall provide those aeronautical services with its own employees and resources.

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## **SECTION II GENERAL GUIDELINES FOR AIRPORT AGREEMENTS**

The following guidelines shall be used when the Division Director or Designee negotiates agreements. This policy is not all-inclusive and, where exclusions exist, application of professional airport leasing practices shall be applied on a case-by-case basis.

Airport property is generally leased on a first come, first served basis, unless specifically exempted in the “Lease Application Process.” If multiple parties are interested in leasing an available parcel of Airport property, Authority staff shall seek competitive proposals via public advertisement on the Airport Authority website and/or a newspaper of general circulation after establishing a starting rent using an appraisal process or market analysis to set market value. If competitive proposals are solicited, Airport staff, with the assistance of the Procurement Services Division, will abide by the Procurement Ordinance #13-69, as amended, and this policy, and will make the final selection based on criteria following under “Lease Application Process” and “Lease Proposal Review.” Tenants in good standing whose property adjoins a parcel available for lease (whether vacant or developed) will be given the first opportunity to lease the adjoining parcel.

Unless specifically exempted in the “*Lease Application Process*” or elsewhere in this Policy, all persons or businesses seeking to become tenants at the Airport must first submit a fully completed written application to the Division Director or Designee, together with any additional information which may be requested by the Division Director or Designee, County Management or County Attorney.

Lease requests will be reviewed and evaluated according to the stipulations outlined in this Policy, and in terms of whether the proposed use conforms to each of the following overarching goals:

1. The use is shown to be appropriate and consistent with the ALP, Master Plan, and other relevant land use planning documents that pertain to the Airport.
2. The use does not constitute a violation of any Airport Grant Assurances which have been incorporated within a Grant Agreement entered by the Authority.
3. The use complies with all requirements and provisions contained in the adopted policies, procedures and standards of the Airport and Collier County.

The information contained in the lease request should provide sufficient detail to enable the Authority to adequately determine a potential tenant’s financial standing, their ability to undertake construction in a timely manner (if the tenant is going to build on a vacant parcel), their ability and experience to provide the services to the general aviation public or commercial aviation industry (if the tenant is an aviation-related business), which are described in the proposal, and the amount of investment in and the overall appearance of the facilities that are to be constructed or leased by the tenant.

### **Lease Application Process (Including Subleases and Assignment of Leases)**

*(Note: Parties wishing to rent tie-downs, hangars, T-hangars solely for short-term (e.g. month-to-month or year-to-year) storage of aircraft, and who do not desire or need significant*

*leasehold improvements or other special accommodations, are exempt from the following requirements.)*

Any person, group of people, firm, corporation or organization desiring to conduct a commercial activity of any type within the boundaries of the Airport must first secure written authorization from the Authority to do so. Written authorization from the Authority is typically provided in the form of a lease for building space or land area, but may also be in the form of an appropriate permit allowing the activity in question to be conducted for a given period time on Airport property.

The process for obtaining authorization for a commercial activity from the Authority begins with an applicant submitting a written proposal, or Lease Application, which details the type of operation(s) being proposed. Depending on the term of the lease being sought, or the size, scope, and complexity of the commercial activity, an applicant may be requested by the Airport Manager to provide some or all of the following information. In general, longer term lease requests will require more information than shorter term requests. The Lease Application should include the following:

1. A cover letter from the Applicant identifying the name of the business, a description of the services or products to be provided, and the primary contact's name, phone number and email address.
2. A short description of the proposed commercial activity with sufficient narrative to adequately explain the benefits of the activity to the Airport and local community.
3. A business plan that provides sufficient detail about the commercial activity being proposed.
4. The names and contact information (mailing address, phone numbers, email, etc.) of all parties having an interest in the business and those that will be directly responsible for the day-to-day management of the business.  
The amount and location (if known) of vacant property that the tenant desires to lease (accompanied by a map showing the location of the property in question).
5. The type of facilities which are to be constructed, purchased or leased (whichever is relevant).
6. The purchase price of existing facilities (where relevant).
7. The services to be offered, proposed hours of operation, projected employment broken down by number of permanent and temporary employees, full-time and part-time positions, job titles, average wage or wage scale anticipated to be paid, and the number of aircraft (if any) that are to be based and/or operated at the Airport in conjunction with the business.
8. Evidence of financial capability to provide the services and facilities proposed (this may extend to providing a current financial statement and/or tax returns for the previous 3 years).
9. Evidence demonstrating a history of satisfactory performance of a similar commercial activity at other sites (preferably airports), including dates and location. Record of any insolvency or bankruptcy proceeding in any past business relationships over the past 10 years.
10. Aeronautical qualifications, including years of experience in the proposed operation, past experience in other related activities, and four professional references.
11. Other information the Authority may require and specifically request.

### **Lease Proposal Review**

Following receipt of an application to lease or sublease Airport land or facilities, or for an Assignment of Lease, the Airport Manager will evaluate the submitted proposal for completeness against the criteria outlined in the Lease Application Process. The Airport Manager may also perform a background investigation relative to the applicant's criminal history, credit worthiness and past business performance. Incomplete proposals will be returned to the applicant.

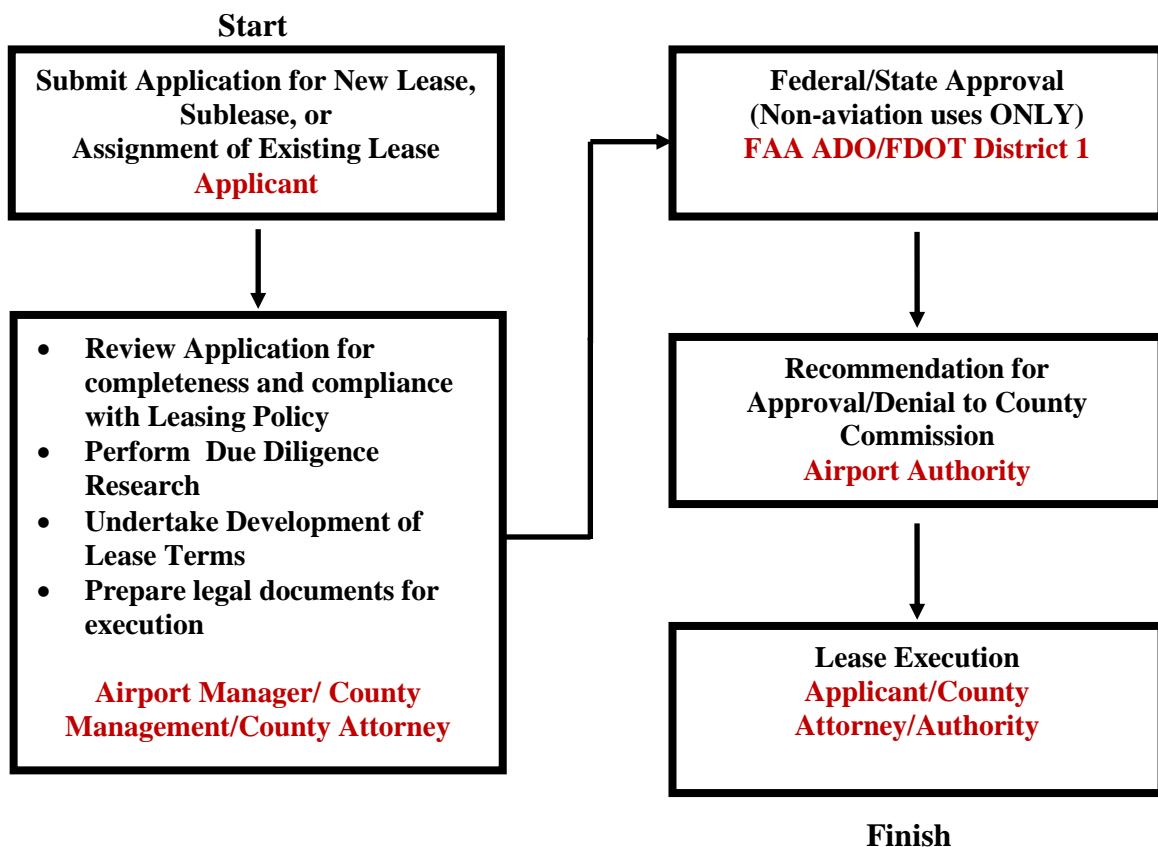
Following review by Authority staff, applications may be denied for one or more of the following reasons:

1. The application does not comply with or meet the provisions of this policy.
2. The applicant or their proposed operations fail to meet the qualifications, standards and requirements enforced by the Authority or Collier County.
3. The applicant's proposed operations or construction activities will create a safety or security hazard.
4. The granting of the application will require unauthorized expenditure of Authority funds, labor or materials on the land or facilities described in, or related to, the application.
5. The operation is unlikely to provide a positive rate of return
6. There is no appropriate or adequate available space or facilities on the Airport property to accommodate the activity of the applicant.
7. The proposed operation, development or construction contemplated does not conform to the approved Airport Layout Plan or Airport Master Plan.
8. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in excessive interference with the operations of other existing tenants on the Airport, such as preventing free access and egress, or will result in depriving, without adequate compensation, an existing tenant the use of portions of their leased area.
9. A party applying, or having an interest in the business, has supplied false information, or has misrepresented a material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
10. A party applying, or having an interest in the business, has a record of violating the rules and regulations of the Authority, or those of any other airport, or the rules and regulations of any State or Federal Agency.
11. A party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Authority or any lease or other agreement at any other Airport.
12. A party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Authority to provide and maintain the business to which the application relates, and to promptly pay amounts due under its lease with the Authority.
13. The applicant has committed a crime, or violated a local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the operation applied for, or otherwise renders applicant unsuitable.
14. Any other reason that would result in an activity deemed not consistent with Airport policy, or not to be in the best interest of the Authority and/or the Florida Aviation System.
15. The applicant proposes a "Through the Fence" operation that is inconsistent with Section 136 of the FAA Modernization and Reform Act of 2012.



The diagram shown below delineates the steps of a typical lease application process for review and approval by the Airport Authority. Many of these steps are discussed in greater detail elsewhere in this policy. Depending on the size, scope and complexity of the commercial activity that is being proposed for a given parcel of land or facility, the time-frame to complete the entire application process can vary from eight to sixteen weeks or more.

**LEASE APPLICATION / PROPOSAL PROCESS**  
 (Typically a 8 to 16 Week Process\*)



\*Assumes that no reviews and/or approvals are needed from outside agencies.

## **SECTION III LEASE RATES, TERMS AND PROVISIONS**

### **Rates and Charges**

FDOT/FAA guidelines require that the Authority be as financially self-sustaining as possible. Whenever possible, rental rates for unimproved Airport land or existing hangars and related facilities used for commercial aviation activities are set at market value of the property in use. Market value will be determined through an appraisal or market analysis of comparable parcels or structures undertaken by the Authority. A rate adjustment based on the Consumer Price Index–Urban (CPI-U) for the southeast US region will be applied to leases on either a regular basis, but no more than annually, between appraisals to facilitate parity between new and longstanding tenants.

In an effort to stimulate economic development, support aviation industry growth, and encourage airport property development, the Authority may consider a reduced rate for the following property uses:

1. Large Scale Development
2. Aeronautical Manufacturing
3. Substantial aviation-related educational facilities (such as an FAA-certified A&P Program or a Flight Training Program)
4. Any commercial business that creates and maintains new jobs that pay, on average, no less than 115 percent of the average annual wage for Collier County, as determined by the Collier County Office of Business and Economic Development

Each Airport tenant, subtenant, licensee or occupant user of the Airport shall pay the then applicable and appropriate rate or fee for such tenancy or use. Operating expenses may also be included in Airport Leases for the cost of upkeep and maintenance of common areas and facilities in and adjacent to the leased areas. A "Rate Structure" updated and approved by the Authority annually will serve as a guide when negotiating fees.

### **Terms of Lease**

All Leases: At the expiration of an existing commercial lease, or at any time during the tenure of the lease, the current lessee (or a potential buyer of lessee's interest in the lease) may submit a request to the Authority for a new or revised lease to be executed, or to have the term of their lease reevaluated. The Authority is not obligated to approve such a request, but will give serious consideration to doing so when it has been shown that:

- a. The Lessee is in good standing (i.e., compliant with existing lease terms and conditions).
- b. The Authority has determined that there is no immediate need to use the property for other aviation-related purposes when the current lease expires.
- c. The existing/proposed property use is consistent with the Airport ALP, Master Plan, and other relevant land use planning documents.
- d. The Lessee can demonstrate that they are willing and able to optimize the use of Airport property to the Authority's full satisfaction.
- e. The Lessee has made additional investments in leasehold improvements or created additional new positions that exceed any requirements that were originally specified in their lease agreement with the Authority.

- f. The interests of the public and the community as a whole are best served by the Lessee's continued presence on Airport property.

Unless the Lessee is proposing a substantial investment into either the existing improvements or is proposing new improvements, the standard lease term should not be more than 5 years for aviation leases where the improvements have either reverted to the Authority or are owned by the Authority.

Long Term Leases: The Collier County Airport Authority recognizes that allowing commercial tenants to amortize their investments over a longer period of time can encourage further investment in Airport property. To this end, the Authority will consider entering into a lease with a term up to the maximum limit allowed by FDOT or the FAA (the more restrictive limit applying) in those instances where a potential tenant has demonstrated to the Authority's satisfaction that they are prepared to make a significant investment in one or more of the following areas:

- a. Make a significant initial capital investment in new construction on the property.
- b. Make a significant capital investment in existing leasehold improvements.
- c. Create (and maintain) a significant number of new jobs, at higher-than-average wages.
- d. Make a significant investment in the extension of public infrastructure that will benefit the Airport as a whole (i.e., roads, water, sewer, navigation aids, etc.).

The actual term of a lease (in years) will be determined using information supplied by the applicant correlating to each of the following inputs:

- a. The value (in terms of dollars) the tenant is prepared to invest in new construction and/or improvements to existing aviation or commercial facilities located on the property.
- b. Fifty percent (50%) of the actual purchase price of existing facilities located on the property that the applicant intends to purchase from the previous tenant.
- c. The value (in terms of dollars) the tenant is prepared to invest in Airport infrastructure.
- d. The total number of new employees the company intends to hire over the next five years.
- e. The average wage that will be paid to the tenant's new workforce.

Long-term Leases: Business Retention Considerations. The Authority recognizes the importance of retaining existing businesses that contribute substantially to the local economy. To this end, the Authority may consider entering into a new lease with an existing tenant for a term up to the maximum limit allowed by FDOT or the FAA (the more restrictive limit applying).

### **Title to Improvements**

Title to all fixed improvements constructed or installed on leased or licensed premises shall remain with the Lessee or Licensee during the term, and any renewals thereto, of the Agreement. Upon termination of the Agreement, said improvements shall become the property of the Authority or, at the Authority's sole option, the Authority may require the Lessee to remove said improvements and restore the property to its original condition, all at no cost to the Airport or the County.

## **Materials**

**Terminal Building:** The Authority will provide structural maintenance, heat and light, but will not provide janitorial service, revamping or other day-to-day services in any tenant's leased or licensed area unless the applicable agreement specifies that the Authority shall be compensated for such services.

**Airfield:** The Authority will maintain all public use runways, taxiways and aprons. Ramps and aprons leased or otherwise provided to sub-tenants or any other occupants will be maintained by the sub-tenants or occupant of any description.

**Land and Building:** Tenants may be required to provide all maintenance of land and utility services to leased or licensed land and/or buildings. The Authority shall be sole judge of the quality of maintenance and, upon written notice, may require immediate improved maintenance. If such maintenance is not performed, the Authority may perform such maintenance and invoice the costs of the maintenance to the Lessee, Licensee or occupant. Non-payment of said invoice will be grounds to terminate the agreement that allows the occupant to occupy the property or conduct the activities.

## **Assignment/Subletting/Sale of Stock/Sale of Facilities Constructed**

The operation of any tenant on the airport shall be for the public interest and furtherance of airport activity. Tenants are entrusted with the duty and obligation of providing the public with the highest level of services and facilities, and it is therefore, necessary that the tenant's activities and/or operations be subject to continuing scrutiny by the Authority, and that the tenant always operate in a businesslike fashion, efficiently and always with courtesy to the public and to the staff of the Authority. For these reasons the following shall be always be required of tenants:

The Authority shall retain total control and exercise sole discretion over the assignment or any method of changing or delivering to others any of the functions to be performed by the tenant, and any such assignment shall have prior written approval by the Authority.

The tenant shall not have any right to sell, sublease, assign or transfer a lease without written approval of the Authority. The Authority may require the approval in writing of the managing officers and the chief executive officer of the tenant. The Authority may require that the original owners of the corporation collectively own no less than fifty-one percent (51%) or more financial interest in the assets of the tenant's corporation.

The Authority may elect to retain the right to review and approve the manager who runs the day-to-day operations of the facilities under the lease. In the event the Authority is dissatisfied with said manager's performance, the Authority shall notify said tenant of the reasons for such dissatisfaction, and the tenant shall remedy all such items of dissatisfaction identified by the Authority including, but not limited to, replacement of said manager with a new manager acceptable to and approved by the Authority. Failure to correct those problems shall be deemed to be a serious breach of the lease and may be reason to terminate the lease.

Tenant may sublease a part of the leased area to others only after first receiving written approval from the Authority.

The Authority shall collect reasonable fees from tenants who lease land, hangars, buildings and/or other airport facilities constructed on airport-leased land.

### **Public Service Goals**

The Federal Aviation Administration (FAA) contends that it is the prerogative of the airport owner to impose "Minimum Standards" to establish the threshold entry criteria for those wishing to engage in providing services to the general public on the airport. Those Minimum Standards adopted by the Authority for a specific airport will automatically be incorporated into each lease in order to ensure the level of public service is of a high quality, consistent with the goals of the Authority. Remedy clauses will be included in all lease agreements for inadequate performance, the quality of which will be determined solely by the Authority.

The Lessee or Licensee and all representatives must always deal in the utmost good faith with all members of the staff of the Airport Authority, including its Division Director or Designee. Failure to always deal in the utmost good faith shall be grounds to terminate the lease agreement.

### **Encumbrances**

The Authority may permit a tenant to subordinate leasehold-owned improvements (NOT LAND) for financing purposes, with a mortgage approved by the Authority. If such an arrangement is permitted the mortgagee may be granted the right to cure any default including the assumption of the lease. This encumbrance provision will assist private investment in financing capital improvements, protect the mortgagee's interest, and does not endanger the interest of the Authority. NOTICE: Obligations to pay rent and charges to the Authority shall not be subordinated.

### **Indemnification and Insurance**

To the maximum extent permitted by Florida law, the tenant shall indemnify and hold harmless Collier County Airport Authority, Collier County, its officers and employees and contacts from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Lessee or anyone employed or utilized by the Lessee in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This does not pertain to any incident arising from the sole negligence of the Authority.

The Tenant shall provide all insurance deemed appropriate by the Authority, as determined by the Collier County Risk Management Division.

### **Taxes**

Federal, state or local taxes not paid by Lessee or Licensee may be deemed sufficient cause to cancel or terminate the lease.

### **Rules and Regulations**

Airport rules and regulations shall be a part of each lease. Such regulations may be amended from time-to-time by the Authority including such reasonable and uniform landing fees, rates or charges, as may from time to time be levied for airfield operational privileges and/or services provided at the Airport. Lessee shall also comply with any and all applicable governmental statutes, rules, orders and regulations. A violation of any Airport rule or regulation may be deemed sufficient cause for lease cancellation or termination by the Airport Authority.

### **Appraisals**

Appraisals may be used for determining the Fair Market Value (FMV) of the highest and best use of land and/or facilities the Airport leases. Appraisals shall be conducted by State Certified General Appraisers. The Authority shall make the selection of the firm to conduct the work but may endeavor to seek reimbursement from the Lessee or Licensee of the appraised property. Once an appraisal is conducted for land and/or facilities, the Authority may apply the appraisal on other similar land and/or facilities for up to five (5) years. If five years have lapsed since an appraisal has been conducted, a new appraisal for that category may be conducted if it is determined that the prior appraisal is out of date. In lieu of appraisals the Authority may, at its option, apply airport industry standards for determining the FMV of granting privileges and leasing land and/or facilities for aviation related or airport support agreements.

### **Variance**

Prospective tenants who cannot meet the criteria identified in this Leasing Policy may make application for variance through the Authority's Division Director. Upon reviewing justification for such application, the Authority Board may grant a variance by affirmative majority vote during one voting session. Variances are not favored and there must exist compelling reasons for the granting of any variance. The basis for the variance must always be beyond the control of the applicant for the variance. Economic hardship shall never be a valid basis upon which to grant any variance.

### **Performance Bonds**

Each Lessee or Licensee who enters into an agreement may be required to provide the Authority with a surety bond equal to one year's rental. In lieu of a surety bond, a tenant may be permitted to deposit with the Authority an amount equal to one year's rental. Such money shall be deposited in an interest-bearing trust account. The requirement of a bond permits the Authority to recover damages in the event the tenant is in default. The bond or deposit serves in lieu of a lien by the Authority on the tenant's leasehold interest and is not objectionable from the standpoint of mortgage financing. In addition to rental deposits, construction performance bonds may be required.

### **Relocation of Improvements**

To protect the long-term interest of the Airport and its Lessees and Licensees, the Authority retains the right to relocate or replace a tenant's improvements at another location in the event property is required for developing or expansion purposes.

### **Zoning**

All leases shall remain consistent with the Airport Master Plan, Airport Development Standards, and the Airport Layout Plan (ALP), as well as the Collier County Comprehensive Land Use Plan.

### **Gross Receipts Language**

Gross receipts as used herein shall be construed to mean the aggregate dollar amount of all sales made and services performed (whether for cash or credit, or otherwise) of every kind and nature, together with the aggregate dollar amount of all exchange goods, wares, merchandise and services for all property air services, valued at the retail market price thereof, as if the same had been sold for cash, or for the fair and reasonable value thereof, whichever is the greater, excluding only:

1. Refunds and discounts to customers, which have been included in gross sales.
2. The amount of any sales, use and excise taxes levied upon retail sales where such tax has been charged to the customer.

### **Dominant Agreements**

Any Lease, License or Operating Agreement with the Authority is subject to all existing agreements between the Authority and the Federal Aviation Administration (FAA), the Authority and the State of Florida, and the Authority and Collier County. Leases, Licenses and Operating Agreements are subject to FAA approval, which approval may be withdrawn. Accordingly, the Authority reserves the right to immediately terminate any lease that the FAA has found to interfere with the safe operation and maintenance of the airport, or otherwise conflict with regulations governing public-use airports. Furthermore, and during the time of war or national emergency, the Authority shall have the right to lease the landing area or any part thereof to the United States Government for military or naval or similar use, and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

### **Other Lease Provisions**

This Leasing Policy does not include all of the provisions of Airport leases. A copy of the Standard Form Long Term Ground Lease Agreement is attached hereto as Exhibit I. Other provisions including, but not limited to, the following may be included in airport agreements:

Use and Privileges	Obligations of Lessee
Obligations of Lessor	Leased Area
Maintenance	Termination
Concessions Excluded	Vending Machines
Trade Fixtures	Government Inclusion
Notices	No liens
Hazardous Substances	Waivers
Right to Develop Airport	Headings
Construction and Saving	Improvements
Quiet Enjoyment	Arbitration
Means of access to the premises	Nondiscrimination

## SECTION IV

### **COLLIER COUNTY AIRPORT AUTHORITY HANGAR WAITING LIST POLICY FOR GENERAL AIRCRAFT HANGAR UNITS**

1. **Waiting List Process:** When hangar space is not immediately available for assignment, a wait list shall be established, prioritized by the date of receipt of the application by the Airport. The term “aircraft storage space”, as used throughout this policy shall include:
  - A. General aircraft t-hangar units
  - B. Bulk storage or large hangar units
  - C. Storage units

Applicants for aircraft storage space shall contact the Collier County Airport Authority (CCAA) to obtain the then current Hangar Reservation Form (Exhibit “A”) (as may be amended from time-to-time). Separate lists for T-hangars and bulk/large hangar storage will be maintained in order to properly record those who wish to lease a hangar or hangar space. Applicants must complete the then current form, return it to the Authority with a non-refundable reservation fee per hangar, as stated on the most current reservation form. The Operations Department will place the applicant on a waiting list in the order the reservation forms are received. Applicants who do not then own an aircraft but plan to purchase or lease one shall note this fact on the form. Applicants must be able to occupy an aircraft storage space with the specified, or similar, airworthy aircraft within thirty (30) days of entering into a T-hangar License Agreement.

2. **Notification of Available Hangar Space:**

When aircraft storage space becomes available (or when it become apparent that such space will soon become available), such space will be offered to the applicants on the hangar waiting list on a “first come, first serve” basis. Ranking is determined by date of actual, physical receipt of a completed Hangar Reservation Form. It is the responsibility of the potential tenant to keep the Authority informed of any changes to the point of contact such as, address, phone number, etc.

Airport staff will attempt to contact the applicant up to three (3) times by email or phone. If there is no response to the emails or phone calls, the next person on the wait list will be contacted and offered the hangar. The unreachable potential tenant will be sent a certified letter to which he/she must respond within two weeks from the date of receipt to remain on the list in his/her relative position. If there is no response within the allotted time, he/she will be removed from the list and the deposit will be forfeited.

Once a potential tenant has been offered a hangar, he/she has forty-eight (48) hours to accept or decline the offer. If the potential tenant accepts the space, an agreement will be sent by email or standard mail. If the potential tenant fails to submit a signed agreement and/or cannot fulfill the requirements set forth in the below Paragraph 4: “License,” he/she shall forfeit the deposit and will be removed from the waiting list. The next person on the wait list will be offered the hangar. Those who decline hangar space for the first time will be placed on the bottom of the list, unless removal is requested. Those who decline hangar space for the second time will be removed from the list and will forfeit any deposit, and a follow-up



letter verifying deletion from the list will be sent. If the hangar space being offered does not meet the space requirements for the potential tenant's aircraft, the potential tenant shall remain on the list in his/her original relative position.

3. Aircraft Storage Space definitions:

- A. General Aircraft T-Hangars: These hangars have door openings width of forty-six (46) feet or less. Ranking is based on applicant's position on the waiting list and can accommodate either twin or single engine aircraft.
- B. Large/Bulk Storage Hangars: These hangars have door openings widths of forty-six (46) feet or more. Ranking is based on applicant's position on the waiting list and can accommodate either single, twin, turboprop, or jet engine aircraft.
- C. Storage Units: These units are at the end of T-hangars and are for storing aircraft and/or related equipment. Ranking is based on applicant's position on the waiting list.

4. License: Licensee shall provide proof of the following within 30 days of entering into an agreement:

- A. All aircraft stored in a CCAA hangar must be airworthy.
- B. All hangars must be occupied by approved aircraft in accordance with this policy.
- C. Rent shall be established by the Authority, and may be adjusted annually.
- D. First month's rent must be paid in advance.
- E. Sub-licensing is authorized subject to the Authority's approval of a sub-license agreement and is limited to a maximum of (6) months in any one (1) year period.
- F. The storage of anything other than aircraft, equipment appurtenant to aircraft, vehicles of owners or passenger during flight, is not permitted without the express written consent of the Authority.
- G. Acceptable proof of aircraft ownership is required. Ownership is defined as owning a minimum of 25% interest in an aircraft or having a fully executed lease for an aircraft.

5. Emergency Situations: In the event of an emergency, (e.g. hurricane or aircraft accident) any vacant hangar is subject to aircraft temporary occupancy at the discretion of Division Director or Designee, provided such occupancy is to protect the aircraft from potential exposure to loss or damage because of the emergency.

**EXHIBIT "A"**  
**COLLIER COUNTY AIRPORT AUTHORITY**  
**HANGAR RESERVATION FORM**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Local Address: \_\_\_\_\_

\_\_\_\_\_

Local Phone: \_\_\_\_\_

Other Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Other Phone: \_\_\_\_\_

Aircraft Type: \_\_\_\_\_

Aircraft N-Number: \_\_\_\_\_

\* Aircraft Classification: \_\_\_\_\_ Cabin Class: \_\_\_\_\_

Twin: \_\_\_\_\_

General: \_\_\_\_\_

Storage: \_\_\_\_\_

(\*See policy for classification)

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**FOR COLLIER COUNTY AIRPORT AUTHORITY USE ONLY**

1. Date received \_\_\_\_\_

2. Fee collected \_\_\_\_\_ Date \_\_\_\_\_

3. Waiting list position # \_\_\_\_\_

4. Aircraft Classification: \_\_\_\_\_

5. Proof of Ownership: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## EXHIBIT B

### COLLIER COUNTY AIRPORT AUTHORITY STANDARD FORM LONG-TERM GROUND LEASE [BUSINESS NAME]

This Long-Term Ground Lease (hereinafter referred to as "Ground Lease") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between [NAME], corporation duly organized under the laws of Florida, whose mailing address is [ADDRESS] hereinafter referred to as "Lessee", and Collier County Airport Authority, whose mailing address is 2005 Mainsail Drive, Suite 1, Naples, Florida 34114, hereinafter referred to as "Lessor or Authority," collectively stated as the "Parties."

#### WITNESSETH:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration exchanged amongst the Parties, and in consideration of the covenants contained herein, the Parties hereby enter into this Ground Lease on the following terms and conditions:

1. Conveyance. On the terms and conditions set forth in this Ground Lease, and in consideration of Lessee's performance under this Ground Lease, the Lessor conveys to the Lessee the present possessory interest in the Leased Land described below.

2. Description of Leased Land. The Leased Land which is the subject of this Ground Lease is located at [Airport], Collier County, Florida, with a legal description set forth in Exhibit "A," hereinafter referred to as "Leased Land."

3. Conditions to Conveyance. Lessee warrants and represents to Lessor that it has examined the title and boundaries of the Leased Land. Accordingly, this conveyance is subject to all of the following:

- a. Any and all conditions, restrictions, encumbrances and limitations now recorded against the Leased Land;
- b. Any and all existing or future zoning laws or ordinances;
- c. Any questions of title and survey that may arise in the future; and
- d. Lessee's satisfactory performance of all terms and conditions of this Ground Lease.

4. Use of Leased Land. The purpose of this Ground Lease is for Lessee to construct and a building containing approximately [x] square feet ("Building"), which use the Board of County Commissioners has found to be in the public's interest. The general design concepts, major components of the facility are depicted and described in Exhibit "B". Lessee agrees that the Premises shall be used only for the construction (in accordance with the plans and specifications to be provided to the Authority for its approval) and subsequent operation related facilities, as further outlined in the attached addendum; no other use or occupancy is authorized or shall be permitted. The Authority retains full control over the activities conducted on the

Premises by modifying, amending and interpreting the Rules and Regulations of the Authority. Lessor shall have the right to terminate this Ground Lease should Lessee utilize the Leased Land or the Building (referred to collectively hereinafter as the "Premises") in any manner inconsistent with the approved use.

5. Lessee's Obligation to Build and Modifications to Building.

a. Lessee shall design, permit and construct a [Building] in compliance with all governmental regulations, at its sole cost and expense. The plans, specifications and building design for the Lessee's improvements to be constructed on the Leased Land are subject to reasonable approval by Lessor.

b. Prior to applying for any building permit for improvements to the Leased Land, Lessee shall submit to Lessor for its approval such plans and specifications necessary to obtain a building permit for Lessee's intended improvements.

c. Lessor shall have thirty (30) days after receipt of any submittal by Lessee to review Lessee's submittals and provide a written response as to whether the submittal is approved as submitted, not approved as submitted, or Lessor may provide Lessee with requested changes. If the submittal is not approved or if Lessor requests changes, Lessee shall submit revised plans that will meet with Lessor's approval or incorporate the requested changes into the plans. If Lessee determines not to revise its plans then Lessee may terminate this Ground Lease. Lessee may make nonmaterial changes to the approved plans from time to time to accommodate site issues or operating changes to Lessee's use of the Leased Land. Material changes from the approved plans will require Lessor's written approval, which approval shall not be unreasonably withheld. All plans shall be in conformity with Collier County standards.

d. Within 30 days after the effective date of this Agreement, Lessee shall provide Lessor with Lessee's proposed schedule for the submittal of Lessee's application for all of the permits that must be obtained prior to commencement of construction. On or before the tenth day of each month thereafter, Lessee shall provide Authority written updates concerning the status of each application. At minimum, the updates shall identify: (a) any known or anticipated delay in the issuance of any permit; (b) the cause and anticipated length of such delay; and (c) steps Lessee is taking to minimize the delay and otherwise ensure the timely issuance of permits. Lessee may not commence construction or perform related sitework without a permit. Lessee shall provide written notice to Authority at least two (2) business days prior to commencement of construction of the Building. Construction must commence no later than 12 months from the date of this Ground Lease. In the event Lessee does not commence construction within such period, then the Lessor shall have the right to terminate this Lease and neither party shall have any further obligations to the other party. Upon commencement of construction, Lessee shall diligently pursue said construction to completion and complete said construction on or before twenty-four (24) months from commencement, subject to delays beyond the control of the Lessee. Lessee shall be solely responsible for the costs of repairing any damage to Lessor's roads, water and sewer facilities or other

infrastructure located within or outside the Leased Land resulting from construction or use by Lessee, its agents, officers or employees. Lessee must demonstrate to Lessor that it has sufficient funds necessary to complete any proposed project, and Lessor may require, as part of its approval, the posting of a construction bond or like security to assure completion of the proposed project. Upon completion of any improvements, Lessee shall provide Authority with "as-built" plans and an "as built" survey certified to the Authority.

6. Term of Ground Lease. The term of this Ground Lease shall commence on the date first above written, and unless terminated earlier by the Parties, shall terminate on the 30<sup>th</sup> year anniversary date of this Ground Lease. There is no option to renew and title to the Building shall vest in the Authority on the 30<sup>th</sup> year anniversary date of this Ground Lease. If Lessee holds over after the expiration of the lease term, such tenancy shall be from month to month under all of the terms, covenants and conditions of this Ground Lease with the exception of rent subject, however, to Lessor's right to seek legal relief to eject Lessee from the Premises as a holdover. Any holding over by Lessee after the expiration or sooner termination of this Lease shall be treated as a daily tenancy at sufferance at a rate equal to one and one half (1.5) times the rent and other charges herein provided (prorated on a daily basis).

7. Rent. The Lessee agrees to pay the Lessor the sum of [\$x] per square foot per annum, in advance, for each year of the term. Lessee hereby covenants and agrees to pay the stated per square foot rate for the Premises, as depicted and described on Exhibit "A," a parcel of land agreed to contain approximately [x] square feet.

The lease rental rate shall at no time be less than the Base Rental. The Authority and Lessee, however, agree and stipulate that the lease rental rate may be unilaterally increased by the Authority, annually in accordance with the Authority's lease rental rate adjustment program. Currently the adjustment program is based on changes in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (the Index for U.S. City Average for Urban consumers). All rents and fees shall be made payable to the Collier County Airport Authority, and mailed by first class letter, postage prepaid, or personally delivered, to the Administrative Offices at 2005 Mainsail Drive, Suite 1, Naples, Florida 34114, or such other address as the Airport Manager may designate in writing.

8. Net Lease. This is a fully net lease, with Lessee responsible for all costs, fees and charges concerning the Premises. Accordingly, Lessee shall promptly pay when due and prior to any delinquency all costs, fees, taxes, trash removal services, assessments, utility charges, impact fees and obligations of any kind that relate to the Premises. Lessee will indemnify and hold Lessor harmless from any and all claims, costs and obligations arising from Lessee's or Lessor's use of the Premises. In case any action or proceeding is brought against Lessor by reason of Lessee's use of the Premises, Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall defend such action or proceeding if Lessor shall so request, at Lessee's expense, by counsel reasonably satisfactory to Lessor. It is specifically agreed however, that Lessor may at its own cost and expense participate in the legal defense of such claim, with legal counsel of its choosing.

9. Lessee's Liens and Mortgages. Lessee shall not in any way encumber the Premises, and shall promptly remove any and all liens placed against the Premises. All persons to whom these presents may come are put upon notice of the fact that the interest of the Lessor in the Premises shall not be subject to liens for improvements made by the Lessee and liens for improvements made by the Lessee are specifically prohibited from attaching to or becoming a lien on the interest of the Lessor in the Leased Land or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

10. Lessee's Obligation to Maintain Premises and Comply with All Lawful Requirements. Lessee, throughout the term of this Lease, at its own cost, and without any expense to the Lessor, shall keep and maintain the Leased Land, including any buildings and improvements thereon, in good, sanitary and neat order, condition and repair, and shall abide with all lawful requirements. Such maintenance and repair shall include, but not be limited to, painting, janitorial, fixtures and appurtenances (lighting, heating, plumbing, and air conditioning). Such repair may also include structural repair, if deemed necessary by the Lessee. If the Premises are not in such compliance in the reasonable opinion of Lessor, Lessee will be so advised in writing. If corrective action is not begun within thirty (30) days of the receipt of such notice and prosecuted diligently until corrective action is completed, Lessor may cause the same to be corrected and Lessee shall promptly reimburse Lessor for the expenses incurred by Lessor, together with a 5% administrative fee.

11. Quiet Enjoyment. Lessee shall be entitled to quiet enjoyment so long as Lessee has not defaulted on any of the terms of this Ground Lease. Accordingly, Lessee shall have the exclusive right to use the Premises during the term of this Lease. During the term hereof, Lessee may, in its sole discretion, improve, alter, maintain, or renovate the Building constructed by Lessee on the Leased Land. Any such work may be undertaken by Lessee at any time or times during the term hereof and no consent or approval of Lessor shall be required unless such work consists of major alterations from plans and specifications originally approved by Lessor as more fully provided for herein. Lessor agrees to co-operate with Lessee in connection with such construction and agrees to execute any documents required by governmental authorities evidencing Lessee's rights hereunder and consenting to such work. During the term of this Ground Lease, Lessee may erect appropriate signage on the Leased Land and the improvements constructed by Lessee thereon. Any such signage shall be in compliance with all applicable codes and ordinances.

12. Casualty and Condemnation

a. **Casualty.** If the Premises are destroyed, rendered substantially inhabitable, or damaged to any material extent, as reasonably determined by Lessee and Lessor, by fire or other casualty, and Lessee must use the insurance proceeds, hereinafter referred to as "Proceeds," to rebuild or restore the Premises to substantially its condition prior to such casualty event unless the Lessor provides the Lessee with a written determination that rebuilding or restoring the Premises to such a condition with the Proceeds within a reasonable period of time is impracticable or would not be in the best interests of the Lessor, in which event, Proceeds shall be promptly remitted to Lessor. If the Lessor elects not to repair or replace the improvements, then Lessee or Lessor may terminate this Ground Lease by providing notice to the other party within ninety (90) days after the occurrence of such casualty. The termination will be effective on the ninetieth (90th) day after such fire or other casualty, unless extended by mutual written agreement of the Parties. During the period between the date of such casualty and the date of termination, Lessee will cease its operations as may be necessary or appropriate. If this Ground Lease is not terminated as set forth herein, or if the Leased Land is damaged to a less than material extent, as reasonably determined by Lessee and Lessor, Lessee will proceed with reasonable diligence, at no cost or expense to Lessor, to rebuild and repair the Leased Land to substantially the condition as existed prior to the casualty.

b. **Condemnation.** Lessor may terminate this Lease as part of a condemnation project. Lessor will use its best efforts to mitigate any damage caused to Lessee as a result of such termination; however, in no event will Lessor be liable to Lessee for any compensation as a result of such termination.

13. **Access to Premises.** Lessor, its duly authorized agents, contractors, representatives and employees, shall have the right after reasonable oral notice to Lessee, to enter into and upon the Premises during normal business hours, or such other times with the consent of Lessee, to inspect the Premises, verify compliance with the terms of this Ground Lease, or make any required repairs not being timely completed by Lessee.

14. **Termination and Surrender.** Unless otherwise mutually agreed by the Parties, within thirty (30) days after termination of the lease term, Lessee shall redeliver possession of the Premises to Lessor in good condition and repair with reasonable wear and tear accepted. The Authority may terminate this Lease, in which case, as its exclusive remedy, and in lieu of any other claims for costs, expenses and damages of any kind related to the proposed relocation and Authority's election to terminate, the Lessee shall be entitled to compensation for the fair market value of the improvements, as determined by the Authority or its representative. If a portion of the Leased Premises is so taken or sold, and as a result thereof, the remaining part cannot reasonably be used to continue the authorized uses set for in Section 9 of this Lease, this Lease shall terminate at Lessee's election and Lessee's obligation to pay rent and perform the other conditions of the Lease shall be deemed to have ceased as of the date of such taking or sale.

15. **Assignment.** This Ground Lease is personal to Lessee. Accordingly, Lessee may not assign this Ground Lease or sublet any portion of the building constructed on the Leased

Land by Lessee without the express prior written consent of the Lessor, which consent may be withheld in Lessor's sole discretion.

a. Notice to the Authority: Should the Lessee intend to assign this Lease, sublet the Premises or a portion thereof, sell or encumber its interest in the Lease, the Premises, or in any improvements thereon, or allow any other persons or entities (except Lessee's authorized representatives) to occupy or use all or any part of the Premises, it shall first provide sixty (60) days written request for consent for such alienation to the Authority prior to the date intended for the assignment of the Lease, sublease, sale, use or encumbrance. Consent by the Authority with respect thereto shall not unreasonably be withheld, provided, however, that adequate security deposits and guarantees of the obligations under the Lease, as deemed appropriate in the sole and absolute discretion of the Authority, are executed and delivered. Further, the Authority may condition its consent upon an increase in the Lease rental rate, and may require other conditions or covenants before consenting to an assignment or sublease. Any assignment, sublease, sale, or encumbrance by Lessee is voidable and, at the Authority's election, constitutes a default of this Lease if not accomplished in accordance with this Section. Further, the consent to an assignment, sublease, sale or encumbrance does not constitute a further waiver of the provisions under this Lease.

b. Grant of Right of First Refusal to the Authority: Notwithstanding the foregoing, in the event Lessee intends to assign this Lease, sublet the Premises or a portion thereof, sell or encumber its interest in this Lease, the Premises or in any improvements thereon, Lessee shall first offer to assign, sublet, sell or encumber such interest to the Authority under the same terms and conditions offered to the proposed assignee, purchaser, sublessee or mortgagee, in writing, ninety (90) days prior to the date intended for any such assignment of the Lease, sublease, sale or encumbrance. The Authority shall have sixty (60) days within which to exercise its right of first refusal, in writing, or it shall be deemed to have been waived by the Authority.

16. Insurance. The Lessee shall provide all insurance deemed appropriate by the Authority, as determined by the Collier County Risk Management Division, as set forth on the attached Exhibit 'C'.

17. Defaults and Remedies.

a. Defaults by Lessee. The occurrence of any of the following events and the expiration of the applicable cure period set forth below without such event being cured or remedied will constitute a "Default by Lessee" to the greatest extent then allowed by law:

- i. Abandonment of Leased Land or discontinuation of Lessee's operation.
- ii. Lessee terminates or suspends the design, permitting, construction of the Building for a period of thirty (30) days in any ninety (90) day period, without the written consent of the Authority.
- iii. A failure by Lessee to commence or complete construction as provide by Paragraph 5 of this Lease.



- ii. Lessee's material misrepresentation of any matter related to this Ground Lease.
- iii. Filing of insolvency, reorganization, plan or arrangement of bankruptcy.
- iv. Adjudication as bankrupt.
- v. Making of a general assignment of the benefit of creditors.
- vi. If Lessee suffers this Ground Lease to be taken under any writ of execution and/or other process of law or equity.
- vii. Lessee's failure to utilize the Leased Land as set forth in the attached addendum and Exhibit B.
- viii. Any lien is filed against the Leased Land or Lessee's interest therein or any part thereof in violation of this Ground Lease, or otherwise, and the same remains unreleased for a period of sixty (60) days from the date of filing unless within such period Lessee is contesting in good faith the validity of such lien and such lien is appropriately bonded.
- ix. Failure of Lessee to perform or comply with any material covenant or condition made under this Ground Lease, which failure is not cured within ninety (90) days from receipt of Lessor's written notice stating the non-compliance shall constitute a default (other than those covenants for which a different cure period is provided), whereby Lessor may, at its option, terminate this Ground Lease by giving Lessee thirty (30) days written notice unless the default is fully cured within that thirty (30) day notice period (or such additional time as is agreed to in writing by Lessor as being reasonably required to correct such default). However, the occurrence of any of the events set forth above shall constitute a material breach and default by Lessee, and this Ground Lease may be immediately terminated by Lessor except to the extent then prohibited by law.

b. Remedies of Lessor.

- i. In the event of the occurrence of any of the foregoing defaults, Lessor, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter and remove all individuals, entities and/or property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned thereby. If Lessee does not cure the defaults in the time frames as set forth above, and Lessor has removed and stored property, Lessor shall not be required to store for more than thirty (30) days. After such time, such property shall be deemed abandoned and Lessor shall dispose of such property in any manner it so chooses and shall not be liable to Lessee for such disposal.
- ii. If Lessee fails to promptly pay, when due, any full installment of rent or any other sum payable to Lessor under this Ground Lease, and if said sum remains unpaid for more than five (5) days past the due date, the Lessee shall pay Lessor a late payment charge equal to five percent (5%) of each

such payment not paid promptly and in full when due. Any amounts not paid promptly when due shall also accrue compounded interest of two (2%) percent per month or the highest interest rate then allowed by Florida law, whichever is higher ("Default Rate"), which interest shall be promptly paid by Lessee to Lessor.

- iii. Lessor may sue for direct, actual damages arising out of such default of Lessee or apply for injunctive relief as may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of Lessee under this Ground Lease, or otherwise. Lessor shall be entitled to reasonable attorneys fees and costs incurred arising out of Lessee's default under this Ground Lease.

c. Default by Lessor. Lessor shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct such default) after written notice to Lessor by Lessee properly and in meaningful detail specifying wherein, in Lessee's judgment or opinion, Lessor has failed to perform any such obligation(s).

d. Remedies of Lessee. In partial consideration for the rent charged to Lessee, Lessee hereby waives any claim it may have to direct or indirect monetary damages it incurs as a result of Lessor's breach of this Ground Lease, and also waives any claim it might have to attorneys' fees and costs arising out of Lessor's breach of this Ground Lease. Lessee's remedies for Lessor's default under this Ground Lease shall be limited to the following:

- i. For injunctive relief as may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of Lessor under this Ground Lease.
- ii. Lessee may cure any default of Lessor and pay all sums or do all reasonably necessary work and incur all reasonable costs on behalf of and at the expense of Lessor. Lessor will pay Lessee on demand all reasonable costs incurred and any amounts so paid by Lessee on behalf of Lessor, with no interest.

e. No Remedy Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and in addition to every other remedy given under this Ground Lease or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor be construed to be waived, but any such right and power maybe exercised from time to time and as often as may be deemed expedient.

f. Non-Waiver. Every provision hereof imposing an obligation upon Lessee is a material inducement and consideration for the execution of this Ground Lease by Lessee and Lessor. No waiver by Lessee or Lessor of any breach of any provision of this

Ground Lease will be deemed for any purpose to be a waiver of any breach of any other provision hereof or of any continuing or subsequent breach of the same provision, irrespective of the length of time that the respective breach may have continued.

### **Miscellaneous Legal Matters**

18. Lease Manual. Lessee shall be provided with the Authority's Lease Manual (if any), which the Authority may amend from time to time. The terms of this manual shall be deemed to be incorporated by reference into this Agreement, and Lessee shall be bound by the terms of this Lease Manual, as of the 1<sup>st</sup> day of the second month Lessee receives a copy of the Lease Manual or an amended Lease Manual. With respect to any terms in this Lease Agreement which are in conflict with the Lease Manual, the Lease Manual shall control.

19. Rules and Regulations. Lessee shall comply with the Authority's published Rules and Regulations for this airport, which are on file at the address set forth above, as such regulations may be amended from time to time by the Authority including such reasonable and uniform landing fees, rates or charges, as may from time to time be levied for airfield operational privileges and/or services provided at the Airport. Lessee shall also comply with any and all applicable governmental statutes, rules, orders and regulations.

20. This Ground Lease shall be construed by and controlled under the laws of the State of Florida. In the event of a dispute under this Ground Lease, the Parties shall first use the County's then-current Alternative Dispute Resolution Procedure. Following the conclusion of this procedure, either party may file an action in the Circuit Court of Collier County to enforce the terms of this Ground Lease, which Court the Parties agree to have the sole and exclusive jurisdiction.

21. This Ground Lease contains the entire agreement of the Parties with respect to the matters covered by this Ground Lease and no other agreement, statement or promise made any party, or to any employee, officer or agent of any party, which is not contained in this Ground Lease shall be binding or valid. Time is of the essence in the doing, performance and observation of each and every term, covenant and condition of this Ground Lease by the Parties.

22. In the event state or federal laws are enacted after the execution of this Ground Lease, which are applicable to and preclude in whole or in part the Parties' compliance with the terms of this Ground Lease, then in such event this Ground Lease shall be modified or revoked as is necessary to comply with such laws, in a manner which best reflects the intent of this Ground Lease.

23. Except as otherwise provided herein, this Ground Lease shall only be amended by mutual written consent of the Parties hereto or by their successors in interest. Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice the time shall be calculated from actual receipt of the notice. Time shall run only on

business days which, for purposes of this Ground Lease shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to Lessor:                    Airport Manager  
   Collier County Airport Authority  
   2005 Mainsail Drive, Suite 1  
   Naples, Florida 34114

CC:    Real Property Management  
         3301 Tamiami Trail  
         Building W  
         Naples, Florida 34112

If to Lessee:                    [BUSINESS NAME]  
   [BUSINESS ADDRESS]

Notice shall be deemed to have been given on the next successive business day to the date of the courier waybill if sent by nationally recognized overnight delivery service.

24.    Lessee is an independent contractor, and is not any agent or representative or employee of Lessor. During the term of this Ground Lease, neither Lessee, nor anyone acting on behalf of Lessee, shall hold itself out as an employee, servant, representative or agent of Lessor. Neither party will have the right or authority to bind the other party without express written authorization of such other party to any obligation to any third party. No third party is intended by the Parties to be a beneficiary of this Ground Lease or to have any rights to enforce this Ground Lease against either party hereto or otherwise. Nothing contained in this Ground Lease will constitute the Parties as partners or joint ventures for any purpose, it being the express intention of the Parties that no such partnership or joint venture exists or will exist. Lessee acknowledges that Lessor is not providing any vacation time, sick pay, or other welfare or retirement benefits normally associated with an employee-employer relationship and that Lessor excludes Lessee and its employees from participation in all health and welfare benefit plans including vacation, sick leave, severance, life, accident, health and disability insurance, deferred compensation, retirement and grievance rights or privileges.

25.    Neither party to this Ground Lease will be liable for any delay in the performance of any obligation under this Ground Lease or of any inability to perform an obligation under this Ground Lease if and to the extent that such delay in performance or inability to perform is caused by an event or circumstance beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. "Force Majeure" shall include an act of God, war (declared or undeclared), sabotage, riot, insurrection, civil unrest or disturbance, military or guerrilla action, economic sanction or embargo, civil strike, work stoppage, slow-down or lock-out, explosion, fire, earthquake, abnormal weather condition, hurricane, flood, lightning, wind, drought, and the binding order of any governmental authority.

26.    Lessee will not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials upon or about the Leased Land, nor

permit employees, representatives, agents, contractors, sub-contractors, sub-sub-contractors, material men and/or suppliers to engage in such activities upon or about the Leased Land.

27. In compliance with Section 404.056, Florida Statutes, all Parties are hereby made aware of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Department.

28. Airport Development. The Authority reserves the right to further develop or improve the landing and other areas of the Airport as it sees fit, regardless of the convenience, desires or view of the Lessee, and without interference or hindrance.

29. Airport Operations. Lessee shall prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard, and will restrict the height of structures; objects of natural growth and other obstructions on the Premises to such height as to comply with Federal Aviation Regulations, Part 77.

30. Nondiscrimination Clause. The Lessee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded in participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination; (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Lease and to re-enter into another lease as if this Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

31. Dominant Agreements and Property Rights Reserved. This Lease is subordinate and subject to all existing agreements between the Authority and the Federal Aviation Administration (FAA), the Authority and the State of Florida, and the Authority and Collier County. Accordingly, the Authority reserves the right to immediately terminate any lease that the FAA has found to interfere with the safe operation and maintenance of the airport, or otherwise conflict with regulations governing public-use airports. Furthermore, and during the time of war or national emergency, the Authority shall have the right to lease the landing area or any part thereof to the United States Government for military or naval or similar use, and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended

32. Except as the content specifically otherwise requires, time is of the essence with respect to all dates and time periods set forth in this Lease. Lessee shall execute this Ground Lease prior to it being submitted for approval by the Board of County Commissioners. This Ground Lease may be recorded by the County in the Official Records of Collier County, Florida, within fourteen (14) days after the County enters into this Ground Lease, at Lessee's sole cost and expense.

IN WITNESS WHEREOF, the Lessee and Lessor have hereto executed this Ground Lease the day and year first above written.

AS TO THE LESSEE:

\_\_\_\_\_  
Witness (signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Witness (signature)

\_\_\_\_\_  
(print name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

AS TO THE LESSOR:

ATTEST:  
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS,  
COLLIER COUNTY, FLORIDA serving as the  
COLLIER COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_  
\_\_\_\_\_, Deputy Clerk

By: \_\_\_\_\_  
CHAIRMAN

Approved as to form  
and legality:

\_\_\_\_\_

**Addendum**

[Any related special provisions to appear here.]

FORM

**EXHIBIT A**  
**[LEGAL DESCRIPTION]**

FORM



**EXHIBIT B**

**[USE / DEPICTION OF PROPOSED FACILITY]**

FORM



8.  The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the name of the Lease and location of the leased property.
9.  **Thirty (30) Days Cancellation Notice** required.

**Lessee's Insurance Statement**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this Lease agreement.

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

Lessee Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Insurance Agency \_\_\_\_\_

Agent Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

FORM