

# Eastern West Virginia Regional Airport Authority

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Martinsburg, WV 25405  
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## AIRCRAFT TIE-DOWN LEASE AGREEMENT

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This Aircraft Tie-Down Lease Agreement (the "Lease") is made and entered into by and between the EASTERN WEST VIRGINIA REGIONAL AIRPORT AUTHORITY ("Lessor"), 226 Pilot Way, Martinsburg, West Virginia 25405- 6862, having authority to administer and enforce the terms of this Lease, and the ("Lessee"), as is more fully identified in Section "A" of ("Aircraft Tie-Down Lease Agreement Information"), attached hereto as Exhibit A and incorporated herein by reference for all purposes.

1. Lessee hereby agrees to lease the property owned by Lessor and described in Section C of Exhibit "A" (the "Premises"), being located in and a part of the Eastern West Virginia Regional Airport (the "Airport"). Lessee agrees to use and occupy one (1) tie down space solely for the storage of the aircraft identified within Section B of Exhibit "A". Lessee accepts the Premises in its present condition. Upon the expiration or termination of this Lease, Lessee shall surrender the tie down space to Lessor in its same present condition, subject to ordinary wear and tear and shall remove the Aircraft and all other property therefrom the vicinity.

2. The term of this Lease shall commence on the date indicated in Section E of Exhibit "A." This Lease will automatically renew on the first day of each subsequent month following the said commencement date. **Either party may cancel by providing written notice to the other party of their intent to do the same not less than 30 days prior to the effective date of such cancellation. If Lessee fails to notify Lessor within the required thirty (30) days, Lessee agrees to pay the following month(s) thereafter until proper notice has been given.**

3. A Lessee agrees to pay Lessor the monthly rental set forth in Section D of Exhibit "A" (the "Monthly Rent"). The Monthly Rent for the first and last months under this Lease are due on or before the effective date of this Lease. Thereafter, Monthly Rent payments are due on or before the first day of each month. If this Lease commences on a date other than the first day of any given month, the first month's Monthly Rent payment shall be prorated in accordance with the number of days remaining in that month. The Lessor shall impose a fee for any returned checks due to insufficient funds against the Lessee.

B. Monthly Rent shall be considered past due if Lessor has not received full payment of the same by the end of the fifteenth (15<sup>th</sup>) day of the month in which payment is due. Past due Monthly Rent will incur a late fee of ten percent (10%) of the total amount due from the Lessee to Lessor.

4. Lessee may use the Premises only for storage of a **fully airworthy, regularly maintained, regularly flown and duly FAA and EWVRAA-registered aircraft** described in Section B of Exhibit "A" and for no other purpose without the prior written consent of the Lessor, through its Director of Aviation or designee. Aircraft that are Derelict or non-airworthy shall be promptly removed from the Airport by the Aircraft Owner or Aircraft Operator unless otherwise authorized in writing by the Authority or its designee. In the event the Authority determines the Aircraft Owner or Aircraft Operator is unavailable or unable (or if Aircraft Owner or Aircraft Operator, after being notified by the Authority, refuses or fails) to remove the derelict or non-airworthy Aircraft in a timely manner (at Aircraft Operator's cost and expense), the Aircraft may be removed by the Authority at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the Authority for damage arising from, out of, or related to, such removal. See Airport Minimum Standards Appendix "C" for more details: <https://www.flymrb.com/wp-content/uploads/2020/04/Airport-Minimum-Standards.pdf>

5. Lessee shall maintain the Premises in a good condition and keep the Premises free from trash at all times. Lessee shall not store, dispose of, or allow to stand any fuels, oils, solvents or other hazardous material on the Premises. Lessee shall not conduct or permit any action or activity that constitutes a nuisance, interferes with the use of any Airport property by other tenants, or disturbs or endangers the general public in any way.

6. Lessor shall have the right to inspect and/or repair the paved surfaces and tie-down appliances associated with this tie-down space.

7. Lessee hereby assumes all liability and responsibility for property loss, property damage and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with the use of the Airport under this Lease or with the leasing, use, occupancy, existence or location of the Premises, whether or not caused, in whole or in part, by alleged negligence of Lessor, its officers, agents, servants, employees, contractors, subcontractors, licensees or invitees. Lessee covenants and agrees to, and does hereby, indemnify, hold harmless and defend Lessor, its officers, agents, servants and employees from and against any and all claims or lawsuits for property damage or loss (including alleged damage or loss to Lessee's business and any resulting lost profits) and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with the use of the Airport under this Lease or with the leasing, use, occupancy, existence or location of the Premises, whether or not caused, in whole or in part, by alleged negligence of Lessor, its officers, agents, servants, employees, contractors, subcontractors, licensees, or invitees.

Lessee assumes all responsibility and agrees to pay Lessor for any and all injury or damage to Lessor's property which arises out of or in connection with any and all acts or omissions of Lessee, its officers, agents, employees, contractors, subcontractors, licensees, invitees, or trespassers, whether or not caused, in whole or in part, by alleged negligence of Lessor, its officers, agents, servants, employees, contractors, subcontractors, licensees or invitees.

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays losses, claims, judgments, of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, which may be suffered by, or changed to, Lessor by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents of any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other caused beyond Lessor's control.

8. A. The following events shall constitute events of default by Lessee under this Lease:

- (1) Lessee's failure to pay any installment of the Monthly Rent within 10 days following the date that the same is due;
- (2) Lessee's failure to comply with any term, provision or covenant of this Lease, other than the payment of Monthly Rent, within 15 days following receipt of written notice from Lessor to cure such failure; or
- (3) Unless otherwise reported to the Lessor, the Lessee's removal of the aircraft described in exhibit "A" from the airport's tie-down area for a period exceeding thirty days shall be interpreted as a vacation of the premises.

B. Upon the occurrence of any such events of default, Lessor shall have the option to terminate this Lease without further notice to Lessee. Upon termination Lessor shall have the right to take full possession of the Premises, by force if necessary, and to remove any party and/or property remaining on the Premises without being liable for trespass or damage to the same or for any other reason which may stem from Lessor's termination or assertion of its right to terminate. In the event of termination, Lessee agrees to pay Lessor on demand the amount of all loss or damage that Lessor may suffer by reason of such termination.

9. If Lessee abandons the Premises, Lessor expressly reserves the right to take, dispose of or otherwise remove Lessee's abandoned personal property without incurring any liability to the tenant or any other person.

10. This Lease shall be governed by the laws of the state of West Virginia. In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, Lessor and Lessee agree that each party shall be responsible for its own attorneys' fees.

11. Lessee represents and warrants to Lessor that Lessee is the owner of the aircraft described in Section B of Exhibit "A." If Lessee is leasing the said aircraft, it shall provide to lessor a copy of a valid lease or other documentation showing Lessee's possessory interest in the aircraft. If the said aircraft is co-owned, Lessee hereby represents that all individuals owning an interest in the same have been made parties to this Lease as Lessee.

12. Lessee is not being assigned a specific tie down space but rather being allowed to use one of the available paved tie down spaces on the aircraft parking area on the Airport's southeast side. Lessee shall have no right to sublease the tie down space to others. Lessee shall not assign, sell, convey or transfer any of its rights, privileges, duties or Interests under or granted by this Lease. Any attempted assignment of this Lease shall be null and void.

13. Lessee hereby agrees to comply with all rules and regulations of the Lessor including the Airport's Minimum Standards and Adopted Rules and Regulations which can be accessed and read at the FlyMRB.com website. Additionally, Lessee shall comply with any applicable portions of Berkeley County Code, West Virginia Statutes, Federal Statutes, Federal Aviation Regulations, the Uniform Fire Code, the Uniform Building Code, and environmental laws regarding the handling, discharge, release and dumping of hazardous substances. Hazardous activities such as, but not limited to: smoking, welding, use of spark producing devices (i.e., grinders), open fuel lines, the application of hazardous substances, or engine starts within any hangar are expressly prohibited. Only preventative maintenance (as defined in 14 CFR Part 43) may be performed on aircraft located on tiedowns and T-hangars. Major alterations and repairs of aircraft shall only be conducted in designated areas with prior written permissions given by the Director of Aviation or Airport Authority designee.

14. If any provision of this Lease is subsequently held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. Lessee is hereby notified that Lessor reserves the right to increase rates at its sole discretion for reasons including but not limited to: changes in regional fair market hangar rental values and inflation. The Eastern West Virginia Regional Airport Authority publishes a schedule of rates, fees and charges annually. These rates are published on the EWVRAA website, flymrb.com. On the first day of July every year, in correspondence with the Lessor's fiscal year, the Monthly Rent shall be adjusted upward for the ensuing twelve (12) months. Lessee shall receive written notice of any such change in rates or fees not less than 30 days prior to the date that said change in rate or fee shall become effective.

16. This Agreement is intended for the private (versus commercial) storage of the Aircraft. It is not intended for aircraft maintenance, storage of hazardous materials, or storage of non-aviation materials or vehicles.

17. Lessee shall provide Lessor with a current copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this Agreement. If the registration is not in the name of the Lessee, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided.

18. If the aircraft described in Section B of Exhibit A is co-owned, co-owners must also be listed on the FAA Certificate of Aircraft Registration.

19. The Lessee shall, for the duration of this Lease, obtain and maintain at its own cost and expense, Aircraft Liability Insurance. The Lessee shall furnish or cause to be furnished to the Lessor Certificates of Insurance, along with copies of any and all original endorsements affecting the coverages required by this agreement. These Certificates and endorsements for each policy of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates and endorsements are to be received and approved by the Lessor before occupancy of the Leased Premises commences. The Lessor, its officers, agents, employees, and volunteers shall be shown as "additional insureds" in Lessee's Insurance Policy and shall be covered with regard to any liabilities arising out of or in any way related to the acts or omissions of the Lessee or its agents, employees, invitees, or anyone upon or within the Leased Premises with the permission of the Lessee. Such policy or policies shall contain a provision whereby Lessee's insurer waves any rights of subrogation against Lessor, its agents and employees.

The Lessor reserves the right to require complete and certified copies of all required insurance policies, at any time. The Certificates and endorsements shall be forwarded to: Leasing Manager, 226 Pilot Way, Martinsburg WV 25405 (304) 263-2106; FAX (304) 267-6350. Acceptance of Certificates/Endorsements Acceptance of any Certificate or endorsement of insurance by the Lessor shall not waive the insurance requirements provided in the foregoing paragraphs. Should the Lessor sustain any loss or be required to pay any claim as a result of the Lessee's failure to obtain or maintain insurance as required by this agreement, the Lessee shall immediately indemnify the Lessor for any such loss. This indemnity shall occur regardless of whether or not the Lessor has accepted any certificates or endorsements of insurance provided by the Lessee or its carrier.

20. Lessor shall make reasonable efforts to ensure that the Aircraft is stored in the tie down apron area identified in Exhibit A at all times during the term of this Agreement, provided, however, that Lessor shall retain the right to move, park and/or relocate Lessee's aircraft when the Lessor has determined that such a move has become necessary or appropriate. If Lessor elects to move, park and/or relocate the Aircraft to a new substituted tie down space, Lessor shall make a reasonable effort to communicate and notify Lessee of the change in the Aircraft's location.

21. Lessee shall provide Leasing Manager with any and all appropriate information as requested, including but not limited to: updates and/or information regarding any changes in the occupancy status of the hangar; any and all n- numbers of aircraft within the hangar(s), documentation or proof of continued airworthiness for any and all aircraft, proof of aircraft registration currency with the FAA and certificates of insurance for any aircraft using the hangar(s) as described further in this lease.

22. In the case of corporate aircraft ownership or joint-partnership arrangements, interested parties wishing to sign a lease in behalf of a corporate entity or a partnership aircraft shall supply to the EWVRAA the following information: a complete roster listing owner names, approved users of the aircraft along with contact information. This roster shall be kept up to date with EWVRAA staff. Any and all other relevant information such as corporate bylaws is additionally requested. Lessee hereby warrants to the Lessor (EWVRAA) that owners/officers signing this lease are duly authorized and empowered to do so for and on behalf of the interests of any and all additional aircraft owners.
23. This written instrument contains the entire understanding and agreement between Lessor and Lessee. Any prior contemporaneous oral or written agreement is hereby declared null and void. IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first below written.

_____ LESSEE PRINT	_____ LESSEE SIGNATURE	_____ DATE
_____ Leasing Manager EWVRAA dba MRB Aviation	_____ LESSOR SIGNATURE	_____ DATE
_____ WITNESS PRINT	_____ WITNESS SIGNATURE	_____ DATE
_____ WITNESS PRINT	_____ WITNESS SIGNATURE	_____ DATE

**EXHIBIT "A" AIRCRAFT TIE-DOWN LEASE AGREEMENT INFORMATION**

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

Hangar: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
Street City State Zip

Mailing Address: \_\_\_\_\_  
Street City State Zip

Daytime Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

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

Phone Number: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**AIRCRAFT INFORMATION**

Make/Model/Year: \_\_\_\_\_

Tail Number: \_\_\_\_\_

Color: \_\_\_\_\_

Pilot License Number: \_\_\_\_\_

Copy of Current Aircraft Registration: Yes \_\_\_\_\_ No \_\_\_\_\_

Is the aircraft leased? Yes \_\_\_\_\_ No \_\_\_\_\_

If the aircraft is leased, please complete the following:

Aircraft Owner Name: \_\_\_\_\_

Aircraft Owner Address: \_\_\_\_\_  
Street City State Zip

Daytime Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Proof of Insurance: Yes \_\_\_\_\_ No \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Leased Space: \_\_\_\_\_ Rate per month: \_\_\_\_\_